

# Special Participation Conditions



spoga+gafa 2025  
The garden trade fair  
24. - 26.06.2025

**Please note: These conditions do not apply to hall 10.2 - "garden unique" area. Please continue reading on page 6.**

## 1 Organiser, event, venue and dates, visitor admission

### 1.1 Title

The spoga+gafa 2025 is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany. The event will be held at the Cologne Exhibition Centre from Tuesday, 24 June 2025 to Thursday, 26 June 2025.

### 1.2 Opening hours

For visitors:

Tuesday, 24 June 2025 – from 9:00 a.m. to 6:00 p.m.

Wednesday, 25 June 2025 – from 9:00 a.m. to 6:00 p.m.

Thursday, 26 June 2025 – from 9:00 a.m. to 5:00 p.m.

For exhibitors:

Tuesday, 24 June 2025 – from 8:00 a.m. to 7:00 p.m.

Wednesday, 25 June 2025 – from 8:00 a.m. to 7:00 p.m.

Thursday, 26 June 2025 – from 8:00 a.m. to 6:00 p.m.

### 1.3 Stand construction and dismantling

#### 1.3.1 Stand construction

**Stand construction period in the halls 3 - 11**

Wednesday, 18 June 2025 06:00 a.m. - midnight

Thursday, 19 June 2025 -

Sunday, 22 June 2025 midnight - midnight

Monday, 23 June 2025 midnight - 06:00 p.m.

**Stand construction period in the outdoor area hall 6/7 + hall 7/8:**

Monday, 23 June 2025 from 4:00 p.m.

**Stand construction in the halls should be completed on 23 June 2025 by 6:00 p.m. at the latest. The aisles must be completely cleared by this time.**

**We reserve the right to claim the costs for cleaning the aisles of any soiling that has arisen after this time.**

#### 1.3.2 Dismantling

**Dismantling of the exhibition stand and the goods presentation in the halls may not begin before the end of the event at 5:00 p.m. on Thursday, 26 June 2025. Admission for dismantling personnel from:**

**5:00 p.m. Trucks will be permitted to enter from: 8:00 p.m. Dismantling of all stands and exhibits in the halls must be finished by 6:00 p.m. on Saturday, 28 June 2025.**

**Dismantling of all stands in the outdoor area hall 6/7 and 7/8 must take place on Thursday, 26 June 2025 from 4:00 p.m. to 7:00 p.m.**

The dismantling times are compulsory and must be adhered to. All stands and exhibits must be completely dismantled by 06:00 p.m. on Saturday, 28 June 2025. Moreover, all of the stand construction materials and other objects must have been completely removed from the halls and the outdoor area by these deadlines. Koelnmesse will remove and destroy all materials and objects that remain in the halls or the outdoor area after these deadlines and do so at the respective exhibitor's risk and expense. Koelnmesse will only store such objects in exceptional cases, provided the items left at the exhibition centre are obviously valuable. Koelnmesse's further claims remain unaffected. Claims of whatever kind against Koelnmesse, and in particular claims for damages, are excluded in such cases. The exhibitor is liable to Koelnmesse for any damages arising as a result of failure to observe these provisions. Should claims be made against Koelnmesse as a result of failure to observe these provisions the exhibitor exempts Koelnmesse from all such claims. Koelnmesse is entitled to demand payment of a security in the amount of EUR 5,000.00 to be refunded after the correct and timely return of the area; there is no entitlement to payment of interest. This security is to guarantee claims arising from the contractual relationship, in particular regarding the timely clearing of the stand area.

Furthermore, late clearing of the stand area is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to EUR 2,500.00 (depending on

the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events.

### 1.4 Visitor admission

spoga+gafa 2025 is a trade fair. Only trade visitors are admitted.

The holding of so-called stand parties (gathering on the exhibitor's stand area by employees of an exhibitor or employees of an exhibitor with visitors invited by said employees) outside the opening times for visitors is only permissible with prior registration and authorization by Koelnmesse by means of the process established for this purpose.

## 2 Eligibility to participate

### 2.1 Exhibitors

Only producers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at spoga+gafa 2025. Such producers must exhibit products that correspond to the focus of the event (see product segment, product categories and product groups). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.

You can exhibit for the companies you represent as a sales representative, sales company, association or importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits.

Koelnmesse may also require that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in an appropriate form on demand.

Decisions on company acceptance, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter.

All exhibited products and services must correspond to the focus of the event (see item 2.1, Sentence 1). The products must be new ex-works. Products and services that do not correspond to the focus of the event and used products may not be exhibited or offered.

Participation as exhibitors by interest groups, associations, corporate bodies, institutions and foundations under public law can be permitted when their presentation and presence correspond to the focus of the event (see Item 2.1 Sentence 1).

### 2.2 Co-exhibitors

The participation of co-exhibitors at spoga+gafa 2025 is possible. A special request and acceptance by the organizer are required for the use of the stand area by a co-exhibitor (see Item V of the General Participation Conditions). The following conditions apply to the use of a stand area by a co-exhibitor: The participation of no more than 2 co-exhibitors can be applied for. The limit of a maximum of 2 co-exhibitors applies independently of the number of registrations of the exhibitor per event, so that even in the case of multiple registrations (e.g. for multiple product segments in different halls or stand areas (in the same or different halls (hall areas)) a maximum total of 2 co-exhibitors are permitted on the exhibitor's stand area. The complete registration of all co-exhibitors by the main exhibitor must reach Koelnmesse on or before 24.06.2025. This also applies in the case where the registration takes place online using a means made available by Koelnmesse. Applications that are received by Koelnmesse after this date cannot be taken into account. Enabling a company to participate on the stand area without first obtaining the approval of Koelnmesse is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to €5,000.00 (depending on the severity of the violation) for each such violation and / or — depending on the severity of the case — to exclude the exhibitor from this and / or subsequent events. The stipulations of Item V of the General Participation Conditions are not affected.

### 2.3 Group participation

The participation of group participants in the spoga+gafa 2025 is possible. A special registration and approval by the organizer is required for the use of the stand area by a group participant (see Item V, General Participation Conditions). The registration has to be completely filled in and the main exhibitor has to sign it with a legally binding signature and submit it to

Koelnmesse by 01.11.2024 at the latest.

Group organizers may only register companies as group participants and admit them to their stand area if they have their registered office in the same country as the group organizer. The acceptance by the group organizer on its stand area of a company that does not have its registered office in the same country as the group organizer constitutes a serious violation of these Conditions of Participation. Koelnmesse is entitled to impose a fine of up to €5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the group organizer from subsequent events. The stipulations of Item V of the General Participation Conditions are not affected.

### 3 Participation fee and other costs

#### 3.1 Participation fee (per m<sup>2</sup> of floor space):

##### Early Bird fee for registration until

**15.09.2024 inclusive\*:**

up to 250 m <sup>2</sup>	EUR 226.00 for each m <sup>2</sup>
from the 251st m <sup>2</sup>	EUR 220.00 for each additional m <sup>2</sup>
from the 501st m <sup>2</sup>	EUR 214.00 for each additional m <sup>2</sup>

##### Regular fee for registration

**from 16.09.2024 to 08.05.2025**

**inclusive\*:**

EUR 251.00 for each m<sup>2</sup>

##### Last Call fee for registration

**from 09.05.2025\*:**

EUR 275.00 for each m<sup>2</sup>

\* Date of receipt by Koelnmesse

The prices of the quantity scale do not apply to group organisers.

The participation fee does not include the provision of stand partition walls or other special construction elements. The participation fee covers the provision of the stand area of the exhibition space for the entire duration of the event, including the stipulated construction and dismantling periods; a specific number of exhibitor and construction and dismantling passes — see Item 5.1; the use of all technical and service facilities in the trade fair halls; advice by Koelnmesse GmbH experts on organization, advertising and public relations work for your participation; advertising media for visitor advertising done by your company on its own; and press contact services.

The participation fee will be calculated according to the exact dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not constitute grounds for a reduction of the participation fee.

For two-storey trade fair stands, the actual area allotted in the second storey after the technical inspection has been carried out is invoiced at 50 per cent of the participation price per m<sup>2</sup> of floor area.

#### 3.2 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e. V. — AUMA) charges you a fee of EUR 0.60 per m<sup>2</sup> of exhibition space for representing your interests.

Koelnmesse will calculate and collect the fees in the name of, and on the account of, AUMA.

Further information is available at [www.auma-messen.de](http://www.auma-messen.de).

#### 3.3 Energy costs

Exhibitors will be charged a proportional flat-rate energy fee of EUR 21.00 per m<sup>2</sup> of occupied stand area.

#### 3.4 Additional costs payment for services

The services used by an exhibitor at an event (e.g. electricity and water supplies, stand cleaning etc.) are invoiced after the conclusion of the event. Invoice amounts are payable immediately upon receipt.

#### 3.5 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Participation Conditions/Item 2.2 of these conditions), a co-exhibitor fee of EUR 430.00 per company will be charged. The price of

inclusion in the Marketing Package is not included in this fee (see Item 7.2, Special Conditions of Participation). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

#### 3.6 Media services

Use of the media services described in Item 7.1 shall be obligatory and is subject to a charge (see Item 7.2, Special Conditions of Participation).

#### 3.7 Value added tax

All prices given are net prices. The statutory VAT will be charged separately where applicable.

##### 3.7.1 Value added tax Identification number

As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service — a so-called event service — in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the application form in order to be considered proprietors. Exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers.

##### 3.7.2 VAT refund

If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further information is available at [www.bzst.bund.de](http://www.bzst.bund.de).

#### 3.8 Costs in the event of non-participation

##### 3.8.1 After receipt of acceptance / confirmation

A registration that has taken place during the Early Bird period can be cancelled free of charge within this period at any time. The Early Bird period relates to the subsequent event. It begins 2 weeks before and ends on 15.09.2024.

Provided that it does not concern an Early Bird registration within the Early Bird period or that this is not permitted by this Special Participation Conditions, the following shall apply: Should the supplier revoke its registration before receipt of the acceptance / confirmation, it under-takes to pay a fee in the amount of EUR 1,540.00.

##### 3.8.2 After receipt of acceptance / confirmation

Normally, a withdrawal from the contract after receipt of the acceptance / confirmation is not permitted. The regulation contained in Item II of the General Participation Conditions applies.

In the event of your non-participation, you must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation fee subject, however, to the minimum fee specified in Item 3.8.1.

##### 3.8.2.1 Stand construction carried out by Koelnmesse - Complete stands

If you have ordered the provision of a complete stand — stand area and stand construction — from Koelnmesse, you may cancel the stand construction order only if you do so no later than six weeks before the stand construction period officially begins. The date on which Koelnmesse receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse is entitled to charge a flat-rate fee for the costs incurred, without providing evidence. These costs amount to 30% of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of construction, 50% of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of construction, and 100% of the agreed fee in the event of a cancellation at a later time or during the construction of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

### 3.8.2.2 Stand construction carried out by Koelnmesse – Individual stands and turnkey system stands

In a case where the stand construction has been ordered independently of the registration of a stand area, the provisions of the Koelnmesse Group's General Terms and Conditions for Services and the Koelnmesse Group's Special Terms and Conditions for Services — Stand Construction shall apply in the event of a cancellation of this order. You may download these Terms and Conditions of the Koelnmesse Group from the event website or from the service shop of the event.

**3.8.3** You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the amount charged.

## 4 Stand sizes and construction

### 4.1 Stand size

The minimum stand size is 12 m<sup>2</sup>.

Please note that hall pillars and other fixed construction elements may be present in the rented stand area. Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Participation Conditions.

Trade fair partition walls for separating the stand area are not automatically provided. If they are needed as stand construction elements, however, they can be ordered for a fee.

This fee does not include stand construction. Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

### 4.2 Responsibility

Stand construction, design and operation must comply with all the regulations that are valid in Germany (including the special construction regulation, the industrial safety law and regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the employers' liability insurance associations in their currently valid versions). All of these provisions apply to the company's own as well as to independent stand designers, decorators, and signwriters and to all persons insofar as they perform activities commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction, design, operation and dismantling of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction and dismantling personnel and other persons working on its behalf, in order to ensure that they adhere to the regulations.

The stipulations of the General Participation Conditions and the Technical Guidelines are not affected.

### 4.3 Overall height

The maximum permissible superstructure height is set at 4.5 m in the halls and 3 m in the boulevard and passages, insofar as this is permitted by the hall ceiling and any fixed structures that may be present.

As long as the Technical Guidelines are observed when designing and erecting stands, there is no need to submit for approval documentation for one-storey stands that do not exceed the permitted construction height. All other stands and constructions must be approved. The regulations regarding the approval of stand construction and requesting such approval are given in the Technical Guidelines.

### 4.4 Notice of approval

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to immediately submit any additionally required information related to the trade fair stand.

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to issue the notice of approval. Please note that in exceptional cases — on your behalf and on your account — the stand construction documents must be submitted to

the responsible authorities for scrutiny.

Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be immediately responded to. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

### 4.5 Form of stand

The following terms are used for the stand forms:

Terrace stand:	one side open
Corner stand:	two sides open
Two corner stand:	three sides open
Island stand:	four sides open.

Deviations from the requested stand shape do not entitle an objection to be made under Item II of the General Participation Conditions.

### 4.6 Construction and design of the stands

The stands must be constructed in compliance with the stand form that has been approved. The arrangement of the stands is left to the exhibitor but must be appropriate for the event in question. The exhibitor has to obtain information about the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to the stand area. Banners and company signs are not permitted to extend into the aisles.

Koelnmesse also offers a completely outfitted turnkey stand system. Orders can be placed using the stand construction configurator: <https://koelnmesse.mystand-configurator.de/>.

## 5 Exhibitor, stand construction and dismantling passes

### 5.1 Exhibitor passes

Each exhibitor receives free passes that are valid for the period from the first day on which construction work begins to the final day of dismantling:

- 3 passes for a stand up to 20 m<sup>2</sup> in size,
- 1 additional pass for each additional 10 m<sup>2</sup> or part thereof up to a stand size of 100 m<sup>2</sup>
- 1 additional pass for each additional 20 m<sup>2</sup> or part thereof over 100 m<sup>2</sup> up to a total number of max. 150 exhibitor passes.

The exhibitor should order the codes for the passes in the service shop. They must be redeemed online via the event's ticket shop. The passes and travel tickets can be used via the app of the respective event. The registration in the app must use the same data as used at the ticket shop. Additional codes can also be ordered for a fee from the service shop. The number of codes provided free of charge will be offset against the codes used for access in the final invoice. Should the number of codes you have ordered and used for access exceed the number of codes provided free of charge, you will be invoiced for these codes.

### 5.2 Construction and dismantling passes

You will also receive free codes that allow people commissioned by you or who work on your behalf to access the exhibition centre in order to construct or dismantle your stand. The passes created using these codes are only valid up to the start and after the end of the event during the stand construction and/or dismantling periods. They do not entitle the holders to enter the grounds during the event. These codes are ordered in the service shop.

- 4 passes for a stand up to 20 m<sup>2</sup> in size,
- 1 additional pass for each additional 10 m<sup>2</sup> or part thereof up to a stand size of 100 m<sup>2</sup>
- 1 additional pass for each additional 20 m<sup>2</sup> or part thereof over 100 m<sup>2</sup> up to a total number of max. 150 passes.

### 5.3 Transfer of passes forbidden

Transferring a pass to a third party — whether sold or given free of charge — is not permitted and represents a severe violation of the Conditions of Participation, as stipulated by Item VI, General Participation Conditions.

## 6 Rules on selling

**In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag.**

This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

## 7 Media Services (Marketing Package)

### 7.1 Scope of obligatory media services

Koelnmesse issues official trade fair media to accompany this event.

**The components of these media for main exhibitor, group organiser and group participant are as follows:**

- Entry in the alphabetical list of exhibitors in the fair catalogue (visitor guide), in the fair app and online exhibitor search
- Display of the logo in the alphabetical list of exhibitors in the fair app and online exhibitor search
- Unlimited number of product group entries in the fair app and online exhibitor search
- Unlimited number of trademark entries basic in the fair app and online exhibitor search
- product entry premium 50 in the fair app and online exhibitor search incl. product photo and product description
- Set-up and provision of an online press compartment incl. a company profile, a company logo, three press releases (English, German) with five images each and two PDF documents each
- Networking participation incl. scheduling tool
- Integrated Leadtracking
- Provision of unlimited number of ticket codes requiring registration

**The components of these media for co-exhibitor are as follows:**

- Entry in the alphabetical list of exhibitors in the fair catalogue (visitor guide), in the fair app and online exhibitor search
- Unlimited number of product groups in the fair app and online exhibitor search
- Networking participation incl. scheduling tool

### 7.2 Costs for the obligatory media services (Marketing Package)

Use of the media services listed under Item 7.1 is mandatory for all represented companies and co-exhibitors and costs:

EUR 1,600.00 per main exhibitor, group organiser and group participant

EUR 350.00 per co-exhibitor

Our official contractual partners will provide you with all order information and documents for the media services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

If an exhibitor still has not submitted an order to the official contractual partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on the respective registration.

Where possible, registrations and orders received later will also be included in the official fair media. If Koelnmesse receives orders and registrations later than the editorial and advertising deadline, Koelnmesse shall accept no guarantee for provision of any media services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media or claims for damages.

### 7.3 Special data protection provisions for Leadtracking

Trade fair visitors can voluntarily register. Koelnmesse GmbH forwards the personal data from registered visitors to third parties only if the visitors first

agree to have their data used in this way. Consent to data transmission is given when a visitor actively consents to a networking request of an exhibitor through the trade fair app or via scanning of the QR-code on the badge (e. g. at the stand of the exhibitor).

The exhibitor is obliged to delete the personal data that it has received as a result of lead tracking in individual cases if it is requested to do so by Koelnmesse GmbH or the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data.

The exhibitor may only forward the personal data received as a result of lead tracking to third parties if and to the extent that the exhibitor has received explicit consent from the respective visitor. The exhibitor undertakes to use the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the exhibitor shall exempt Koelnmesse GmbH from all claims by third parties.

### 7.4 Responsibility/release of Koelnmesse from liability

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which in turn shall be entitled to commission another company with concrete execution and with advertisements.

Advertisers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. With regard to Koelnmesse's liability, the regulations on liability contained in the general section of the Conditions of Participation apply.

Koelnmesse GmbH is not liable for damage to property and persons caused by the use of the trade fair app for the lead tracking service unless it can be proved that Koelnmesse GmbH acted deliberately or with gross negligence. Liability is limited to foreseeable damages. Participants use the trade fair app for the lead tracking service at their own risk.

Although Koelnmesse strives to provide correct information, it does not guarantee the currentness, accuracy and completeness of the supplied information nor is it liable for such. Koelnmesse does not bear any responsibility for the service's technological availability. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. Maintenance, security and capacity-related issues as well as events over which Koelnmesse has no control (e.g. disturbances of the public communication networks, power outages, etc.) can lead to brief disruptions or a temporary suspension of the services. Koelnmesse does not guarantee that the web pages will be accessible at all times and that participants can call them up flawlessly and without encountering incorrect content or technical difficulties. Koelnmesse is not liable for incorrect information that is produced or disseminated by participants and/or third parties (including cooperation partners) and that is related to the ordering of admission tickets and catalogues for trade fairs and exhibitions of the Koelnmesse Group on the Internet.

Koelnmesse is especially not liable for e-mails or data entries that the system fails to accept and/or receive because they do not conform to the stipulations of these Conditions of Participation or to the website's technical requirements.

Koelnmesse is not liable for the offers made by third parties, especially not if they related to the use of the lead tracking service.

Koelnmesse does not guarantee that all links and references to external content that are found during the use of the lead tracking service are correct or complete.

## 8 Commercial property rights

**8.1** Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense. If a final court decision has determined res judicata that an exhibitor in connection with one of Koelnmesse's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the res judicata court decision if there is sufficient suspicion that the exhibitor will again and

repeatedly violate laws for the protection of intellectual property or commercial property rights.

**8.2** You can find more information in the No Copy! brochure at [www.spogagafa.com](http://www.spogagafa.com).

## **9 Non-permissible advertising/violations of the Conditions of Participation**

**9.1** In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, in particular the following advertising measures are forbidden:

- Exceeding the binding specified overall height
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse
- Advertising of an ideological or political nature

The exhibitor bears responsibility for the legality of competitions, raffles etc.

**9.2** In the event of severe violations of the Conditions of Participation, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance. Severe violations can in particular be violations of Item V of the General Participation Conditions in connection with Item 2 of the Special Participation Conditions. Claims of all kinds — especially claims for damages — are excluded in these cases.

**9.3** Dismantling the trade fair stand and / or the exhibits before the official end of the event represents a serious breach of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to EUR 5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events.

## **10 Requirement for a written document**

All explanations must be specified in writing.

## **11 Severability clause**

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions. Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

## **12 General Participation Conditions, Technical Guidelines**

The stipulations of the General Participation Conditions and the Technical Guidelines are not affected.

Status: 03.07.2024



# Special Participation Conditions

Please note: These conditions only apply to hall 10.2 - "garden unique" area. For all other halls please return to page 1.

## 1 Organiser, event, venue and dates, visitor admission

### 1.1 Title

The spoga+gafa 2025 is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

The event will be held at the Cologne Exhibition Centre from Tuesday, 24 June 2025 to Thursday, 26 June 2025. In the "garden unique" area exhibitors present their products from the areas of garden furniture and shading, that stand out because of their particularly high quality, their innovativeness, their design and their trendy nature. The exhibitor presents his products by means of a very exclusive stand construction.

### 1.2 Opening hours

#### For visitors:

Tuesday, 24 June 2025 – from 9:00 a.m. to 6:00 p.m.  
Wednesday, 25 June 2025 – from 9:00 a.m. to 6:00 p.m.  
Thursday, 26 June 2025 – from 9:00 a.m. to 5:00 p.m.

#### For exhibitors:

Tuesday, 24 June 2025 – from 8:00 a.m. to 7:00 p.m.  
Wednesday, 25 June 2025 – from 8:00 a.m. to 7:00 p.m.  
Thursday, 26 June 2025 – from 8:00 a.m. to 6:00 p.m.

### 1.3 Stand construction and dismantling

#### 1.3.1 Stand construction

##### Stand construction period in the halls 3 - 11

Wednesday, 18 June 2025	06:00 a.m. - midnight
Thursday, 19 June 2025 -	
Sunday, 22 June 2025	midnight - midnight
Monday, 23 June 2025	midnight - 06:00 p.m.

##### Stand construction in the outdoor area hall 6/7 + hall 7/8:

Monday, 23 June 2025	from 4:00 p.m.
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Stand construction in the halls should be completed **on 23 June 2025 by 6.00 p.m.** at the latest. The aisles must be completely cleared by this time. We reserve the right to claim the costs for cleaning the aisles of any soiling that has arisen after this time.

#### 1.3.2 Stand dismantling

**Dismantling of the trade fair stand and the goods presentation in the halls may not begin before the end of the event at 5:00 p.m. on Thursday, 26 June 2025. Admission for dismantling personnel from: 5:00 p.m. Trucks will be permitted to enter from: 8:00 p.m. Dismantling of all stands and exhibits in the halls must be finished by 6:00 p.m. on Saturday, 28 June 2025.**

**Dismantling of all stands in the outdoor area hall 6/7 and 7/8 must take place on Thursday, 26 June 2025 from 4:00 p.m. to 7:00 p.m.**

The dismantling times are compulsory and must be adhered to. All stands and exhibits must be completely dismantled by 06:00 p.m. on Saturday, 28 June 2025. Moreover, all of the stand construction materials and other objects must have been completely removed from the halls and the outdoor area by these deadlines. Koelnmesse will remove and destroy all materials and objects that remain in the halls or the outdoor area after these deadlines and do so at the respective exhibitor's risk and expense. Koelnmesse will only store such objects in exceptional cases, provided the items left at the exhibition centre are obviously valuable. Koelnmesse's further claims remain unaffected. Claims of whatever kind against Koelnmesse, and in particular claims for damages, are excluded in such cases.

The exhibitor is liable to Koelnmesse for any damages arising as a result of failure to observe these provisions. Should claims be made against Koelnmesse as a result of failure to observe these provisions the exhibitor exempts Koelnmesse from all such claims.



spoga+gafa 2025  
The garden trade fair  
24. - 26.06.2025

## For the "garden unique" area

Koelnmesse is entitled to demand payment of a security in the amount of EUR 5,000.00 to be refunded after the correct and timely return of the area; there is no entitlement to payment of interest. This security is to guarantee claims arising from the contractual relationship, in particular regarding the timely clearing of the stand area.

Furthermore, late clearing of the stand area is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to EUR 2,500.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events.

### 1.4 Visitor admission

spoga+gafa 2025 is a trade fair. Only trade visitors are admitted.

The holding of so-called stand parties (gathering on the exhibitor's stand area by employees of an exhibitor or employees of an exhibitor with visitors invited by said employees) outside the opening times for visitors is only permissible with prior registration and authorization by Koelnmesse by means of the process established for this purpose.

## 2 Eligibility to participate

### 2.1 Exhibitors

Only producers that are entered in the Commercial Register or in the Handicrafts Register are eligible to take part in the "garden unique" area of spoga+gafa 2025, and that with exclusive, high-quality presented garden furniture and shading as the only participating products, that stand out because of their particularly high quality, their innovativeness, their design and their trendy nature. You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company. You can exhibit for the companies you represent as a sales representative, sales company, association or importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits. Koelnmesse may also require that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in an appropriate form on demand. Decisions concerning company admissions and eligible products for "garden unique", as well as the location of exhibitor stands, will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter. All exhibited products and services must correspond to the focus of the event (see Item 2.1, Sentence 1). The products must be new ex works. Products and services that do not correspond to the focus of the event and used products may not be exhibited or offered.

Koelnmesse has a further special criterion for the trade fair stands in the "garden unique" exhibition area: their design must be exclusive and unusual. As a result, participation in the "garden unique" area can be permitted only if the exhibitor presents a trade fair stand that is superior, in terms of its nature and design, to the average stands of the exhibiting company's competitors. In order to participate, potential exhibitors must submit to Koelnmesse, in addition to the registration, a precisely detailed sketch or photograph of the proposed trade fair stand, together with the planning data. Participation as exhibitors by interest groups, associations, corporate bodies, institutions and foundations under public law can be permitted when their presentation and presence correspond to the focus of the event (see Item 2.1 Sentence 1).

### 2.2 Co-exhibitors

The participation of co-exhibitors at spoga+gafa 2025 is possible. A special request and acceptance by the organizer are required for the use of the stand area by a co-exhibitor (see Item V of the General Participation Conditions). The following conditions apply to the use of a stand area by a co-exhibitor: The participation of no more than 2 co-exhibitors can be applied for. The limit of a maximum of 2 co-exhibitors applies independently of the number of registrations of the exhibitor per event, so that even in the case of multiple registrations (e.g. for multiple product segments in different halls or stand areas (in the same or different halls (hall areas)) a maximum total of 2 co-exhibitors are permitted on the exhibitor's stand area. The complete registration of all co-exhibitors by the main exhibitor must reach Koelnmesse

on or before 24.06.2025. This also applies in the case where the registration takes place online using a means made available by Koelnmesse. Applications that are received by Koelnmesse after this date cannot be taken into account. Enabling a company to participate on the stand area without first obtaining the approval of Koelnmesse is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to €5,000.00 (depending on the severity of the violation) for each such violation and / or — depending on the severity of the case — to exclude the exhibitor from this and / or subsequent events. The stipulations of Item V of the General Participation Conditions are not affected.

### 3 Participation fee and other costs

#### 3.1 Participation fee (per m<sup>2</sup> floor space).

The participation fee for stands in the "garden unique" area amounts:

<b>Early bird fee for registration until 15.09.2024 inclusive*:</b>	EUR 262.00 per each m <sup>2</sup>
<b>Regular fee for registration from 16.09.2024 to 08.05.2025 inclusive*:</b>	EUR 286.00 per each m <sup>2</sup>
<b>Last Call fee for registration from 09.05.2025*:</b>	EUR 315,00 per each m <sup>2</sup>
<b>* Date of receipt by Koelnmesse</b>	

The participation fee does not include the provision of stand partition walls or other special construction elements. The participation fee covers the provision of the stand area of the exhibition space for the entire duration of the event, including the stipulated construction and dismantling periods; a specific number of exhibitor and construction and dismantling passes — see Item 5.1; the use of all technical and service facilities in the trade fair halls; advice by Koelnmesse GmbH experts on organization, advertising and public relations work for your participation; advertising media for visitor advertising done by your company on its own; and press contact services.

The participation fee will be calculated according to the exact dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not constitute grounds for a reduction of the participation fee.

#### 3.2 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e. V. — AUMA) charges you a fee of EUR 0.60 per m<sup>2</sup> of exhibition space for representing your interests. Koelnmesse will calculate and collect the fees in the name of, and on the account of, AUMA.

Fürther information is available at [www.auma-messen.de](http://www.auma-messen.de).

#### 3.3 Energy costs

Exhibitors will be charged a proportional flat-rate energy fee of EUR 21.00 per m<sup>2</sup> of occupied stand area.

#### 3.4 Additional costs payment for services

The services used by an exhibitor at an event (e.g. electricity and water supplies, stand cleaning etc.) are invoiced after the conclusion of the event. Invoice amounts are payable immediately upon receipt.

#### 3.5 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Participation Conditions/Item 2.2 of these conditions), a co-exhibitor fee of EUR 430.00 per company will be charged. The price of inclusion in the Marketing Package is not included in this fee (see Item 7.2, Special Conditions of Participation). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

#### 3.6 Media services

Use of the media services described in Item 7.1 shall be obligatory and is subject to a charge (see Item 7.2, Special Conditions of Participation).

#### 3.7 Value added tax

All prices given are net prices. The statutory VAT will be charged separately where applicable.

##### 3.7.1 Value added tax Identification number

As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service — a so-called event service — in accordance with Art. 3a. 4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the application form in order to be considered proprietors. Exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers.

##### 3.7.2 VAT refund

If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further Information is available at [www.bzst.bund.de](http://www.bzst.bund.de).

#### 3.8 Costs in the event of non-participation

##### 3.8.1 Prior to receipt of acceptance / confirmation

A registration that has taken place during the Early Bird period can be cancelled free of charge within this period at any time. The Early Bird period relates to the subsequent event. It begins 2 weeks before and ends on 15.09.2024.

Provided that it does not concern an Early Bird registration within the Early Bird period or that this is not permitted by this Special Participation Conditions, the following shall apply: Should the supplier revoke its registration before receipt of the acceptance / confirmation, it undertakes to pay a fee in the amount of EUR 1,540,00.

##### 3.8.2 After receipt of acceptance / confirmation

Normally, a withdrawal from the contract after receipt of the acceptance / confirmation is not permitted. The regulation contained in Item II of the General Participation Conditions applies. In the event of your non-participation, you must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation fee subject, however, to the minimum fee specified in Item 3.8.1.

##### 3.8.2.1 Stand construction carried out by Koelnmesse - Complete stands

If you have ordered the provision of a complete stand — stand area and stand construction — from Koelnmesse, you may cancel the stand construction order only if you do so no later than six weeks before the stand construction period officially begins. The date on which Koelnmesse receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse is entitled to charge a flat-rate fee for the costs incurred, without providing evidence. These costs amount to 30% of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of construction, 50% of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of construction, and 100% of the agreed fee in the event of a cancellation at a later time or during the construction of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

##### 3.8.2.2 Stand construction carried out by Koelnmesse – Individual stands and turnkey system stands

In a case where the stand construction has been ordered independently of the registration of a stand area, the provisions of the Koelnmesse Group's General Terms and Conditions for Services and the Koelnmesse Group's Special Terms and Conditions for Services — Stand Construction shall apply in the event of a cancellation of this order. You may download these Terms and Conditions of the Koelnmesse Group from the event website or from the service shop of the event.

**3.8.3** You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the amount charged.

## 4 Stand sizes and construction

**Special regulations regarding stand design at "garden unique" during spoga+gafa 2025. (These regulations replace any differing regulations from the Special Participation Conditions that may exist!)**

- The **overall height** is limited to a maximum of 4.50 m throughout the hall. The minimum height of wall structures to neighbouring stands or hall walls is 2.50 m. All wall surfaces between 2.50 m and 4.50 m facing adjacent stands must be a neutral, semi-matt white colour.

**PLEASE NOTE:** The maximum height for all types of ceiling designs/ advertising signs is 4.50 m at the upper edge. Constructions suspended from the ceiling in order to illuminate the trade fair stand (insofar as they are not connected to the stand and do not form a visual unit with it) may, **with the written permission of the organisers**, be attached higher than the maximum construction height of 4.50 m.

- A floor covering must be laid on the stand area.
- Koelnmesse will provide a floor covering for the aisle areas.
- In the hall **basic lighting** will be provided in the aisles. The exhibitors are responsible for illuminating their stands, although they can also order lighting from the organiser.

### 4.1 Stand size

The minimum stand size is 12 m<sup>2</sup>.

Please note that hall pillars and other fixed construction elements may be present in the rented stand area. Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Participation Conditions. Trade fair partition walls for separating the stand area are not automatically provided. Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

### 4.2 Responsibility

Stand construction, design and operation must comply with all the regulations that are valid in Germany (including the special construction regulation, the industrial safety law and regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the employers' liability insurance associations in their currently valid versions). All of these provisions apply to the company's own as well as to independent stand designers, decorators, and signwriters and to all persons insofar as they perform activities commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction, design, operation and dismantling of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction and dismantling personnel and other persons working on its behalf, in order to ensure that they adhere to the regulations.

The stipulations of the General Participation Conditions and the Technical Guidelines are not affected.

### 4.3 Overall height

The maximum permissible stand height is set at 4.50 m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present. As long as the Technical Guidelines are observed when designing and erecting stands, there is no need to submit for approval documentation for one-storey stands that do not exceed the permitted construction height. All other stands and constructions must be approved. The regulations regarding the approval of stand construction and requesting such approval are given in the Technical Guidelines.

### 4.4 Notice of approval

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/ arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to immediately submit any additionally required information related to the trade fair stand.

There is no obligation on the part of Koelnmesse to ensure the observance of

other provisions. Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to issue the notice of approval. Please note that in exceptional cases — on your behalf and on your account — the stand construction documents must be submitted to the responsible authorities for scrutiny.

Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be immediately responded to. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

### 4.5 Form of stand

The following terms are used for the stand forms:

Terrace stand:	one side open
Corner stand:	two sides open
Two corner stand:	three sides open
Island stand:	four sides open.

Deviations from the requested stand shape do not entitle an objection to be made under Item II of the General Participation Conditions.

### 4.6 Construction and design of the stands

The stands must be constructed in compliance with the stand form that has been approved.

The arrangement of the stands is left to the exhibitor but must be appropriate for the event in question. The exhibitor has to obtain information about the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to the stand area.

Banners and company signs are not permitted to extend into the aisles.

Koelnmesse also offers a completely outfitted turnkey stand system. Orders can be placed using the stand construction configurator: <https://koelnmesse.mystand-configurator.de/>.

## 5 Exhibitor, stand construction and dismantling passes

### 5.1 Exhibitor passes

Each exhibitor receives free passes that are valid for the period from the first day on which construction work begins to the final day of dismantling:

- 3 passes for a stand up to 20 m<sup>2</sup> in size,
- 1 additional pass for each additional 10 m<sup>2</sup> or part thereof up to a stand size of 100 m<sup>2</sup>
- 1 additional pass for each additional 20 m<sup>2</sup> or part thereof over 100 m<sup>2</sup> up to a total number of max.150 exhibitor passes.

The exhibitor should order the codes for the passes in the service shop. They must be redeemed online via the event's ticket shop. The passes and travel tickets can be used via the app of the respective event. The registration in the app must use the same data as used at the ticket shop. Additional codes can also be ordered for a fee from the service shop. The number of codes provided free of charge will be offset against the codes used for access in the final invoice. Should the number of codes you have ordered and used for access exceed the number of codes provided free of charge, you will be invoiced for these codes.

### 5.2 Construction and dismantling passes

You will also receive free codes that allow people commissioned by you or who work on your behalf to access the exhibition centre in order to construct or dismantle your stand. The passes created using these codes are only valid up to the start and after the end of the event during the stand construction and/or dismantling periods. They do not entitle the holders to enter the grounds during the event. These codes are ordered in the service shop.



- 4 passes for a stand up to 20 m<sup>2</sup> in size,
- 1 additional pass for each additional 10 m<sup>2</sup> or part thereof up to a stand size of 100 m<sup>2</sup>
- 1 additional pass for each additional 20 m<sup>2</sup> or part thereof over 100 m<sup>2</sup> up to a total number of max. 150 passes.

### 5.3 Transfer of passes forbidden

Transferring a pass to a third party — whether sold or given free of charge — is not permitted and represents a severe violation of the Conditions of Participation, as stipulated by Item VI of the General Participation Conditions.

## 6 Rules on selling

In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag.

This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

## 7 Media services (Marketing Package)

### 7.1 Scope of obligatory media services

Koelnmesse publishes official trade fair media for this event.

- a) The components for main exhibitors, group organizers and group participants are as follows:
- Entry in the alphabetical list of exhibitors in the trade fair catalogue (visitor guide), in the trade fair app and the online exhibitor search
  - Display of the logo in the alphabetical list of exhibitors in the trade fair catalogue, in the fair app and the online exhibitor search
  - Unlimited number of product group entries in the trade fair app and the online exhibitor search
  - Unlimited number of trademark entries basic in the trade fair app and the online exhibitor search
  - product entry premium 50 in the fair app and the online exhibitor search incl. product photo and product description
  - Set-up and provision of an online press compartment incl. a company profile, a company logo, three press releases (English, German) with five images each and two PDF documents each Networking participation incl. scheduling tool Integrated Leadtracking Provision of unlimited number of ticket codes requiring registration
  - Networking participation incl. scheduling tool
  - Integrated Leadtracking
  - Provision of unlimited number of ticket codes requiring registration
- b) The components for co-exhibitor are as follows:
- Entry in the alphabetical list of exhibitors in the trade fair catalogue (visitor guide), in the trade fair app and the online exhibitor search
  - Unlimited number of product groups in the trade fair app and the online exhibitor search
  - Networking participation incl. scheduling tool

### 7.2 Costs and deadlines for the obligatory media services (Marketing Package)

The provision of the media services specified under item 7.1 a) is obligatory for all main exhibitors, group organizers and group participants and costs 1.600.00 Euro.

The provision of the media services specified under item 7.1 b) is obligatory for all co-exhibitors and costs 350.00 Euro.

You will receive all of the ordering information and documentation relating to the media services offered from our official contract partners. Please note that a participation by your company is only fixed on acceptance by Koelnmesse. The offers and order confirmations are therefore subject to the condition precedent that the acceptance has been issued.

If the official contract partners have not received an order from the exhibitor before the editorial and advertising deadline, the entry included in the official trade fair media will be based on the information provided in the course of the registration for the event. The entry is subject to a fee. Registrations and orders received after this deadline will also, insofar as possible, be taken into account in the official trade fair media. In the case of orders and registrations that are received by Koelnmesse later than the editorial and advertising deadline, Koelnmesse will make no guarantee of the full provision of all marketing services. Claims of any kind, in particular claims that seek to reduce the costs for inclusion in the official trade fair media or claims of compensation for damages are expressly excluded in these cases.

### 7.3 Special data protection provisions for Leadtracking

Trade fair visitors can voluntarily register. Koelnmesse GmbH forwards the personal data from registered visitors to third parties only if the visitors first agree to have their data used in this way. Consent to data transmission is given when a visitor actively consents to a networking request of an exhibitor through the trade fair app or via scanning of the QR-code on the badge (e. g. at the stand of the exhibitor).

The exhibitor is obliged to delete the personal data that it has received as a result of lead tracking in individual cases if it is requested to do so by Koelnmesse GmbH or the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data.

The exhibitor may only forward the personal data received as a result of lead tracking to third parties if and to the extent that the exhibitor has received explicit consent from the respective visitor. The exhibitor undertakes to use the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the exhibitor shall exempt Koelnmesse GmbH from all claims by third parties.

### 7.4 Responsibility/release of Koelnmesse from liability

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which in turn shall be entitled to commission another company with concrete execution and with advertisements.

Advertisers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. With regard to Koelnmesse's liability, the regulations on liability contained in the general section of the Conditions of Participation apply.

Koelnmesse GmbH is not liable for damage to property and persons caused by the use of the trade fair app for the lead tracking service unless it can be proved that Koelnmesse GmbH acted deliberately or with gross negligence. Liability is limited to foreseeable damages. Participants use the trade fair app for the lead tracking service at their own risk.

Although Koelnmesse strives to provide correct information, it does not guarantee the currentness, accuracy and completeness of the supplied information nor is it liable for such. Koelnmesse does not bear any responsibility for the service's technological availability. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. Maintenance, security and capacity-related issues as well as events over which Koelnmesse has no control (e.g. disturbances of the public communication networks, power outages, etc.) can lead to brief disruptions or a temporary suspension of the services. Koelnmesse does not guarantee that the web pages will be accessible at all times and that participants can call them up flawlessly and without encountering incorrect content or technical difficulties. Koelnmesse is not liable for incorrect information that is produced or disseminated by participants and/or third parties (including cooperation partners) and that is related to the ordering of admission tickets and catalogues for trade fairs and exhibitions of the Koelnmesse Group on the Internet.

Koelnmesse is especially not liable for e-mails or data entries that the system fails to accept and/or receive because they do not conform to the stipulations of these Conditions of Participation or to the website's technical

requirements. Koelnmesse is not liable for the offers made by third parties, especially not if they related to the use of the lead tracking service. Koelnmesse does not guarantee that all links and references to external content that are found during the use of the lead tracking service are correct or complete.

## 8 Commercial property rights

**8.1** Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.

If a final court decision has determined res judicata that an exhibitor in connection with one of Koelnmesse's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the res judicata court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

**8.2** You will find more information in the No Copy! brochure at [www.spogagafa.com](http://www.spogagafa.com).

## 9 Non-permissible advertising/violations of the Conditions of Participation

**9.1** In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, in particular the following advertising measures are forbidden:

- Exceeding the binding specified overall height
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse
- Advertising of an ideological or political nature.

The exhibitor bears responsibility for the legality of competitions, raffles etc.

**9.2** In the event of severe violations of the Conditions of Participation, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance. Severe violations can in particular be violations of Item V of the General Participation Conditions in connection with Item 2 of the Special Participation Conditions. Claims of all kinds — especially claims for damages — are excluded in these cases.

**9.3** Dismantling the trade fair stand and / or the exhibits before the official end of the event represents a serious breach of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to EUR 5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events.

## 10 Requirement for a written document

All explanations must be specified in writing.

## 11 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions. Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

## 12 General Participation Conditions, Technical Guidelines

The stipulations of the General Participation Conditions and the Technical Guidelines are not affected.

Status: 03.07.2024

## General Section of the Conditions of Participation

### I Registration

Registration can be carried out electronically or by post.

#### 1. Electronic registration process

By completely filling in the registration forms and clicking on the button “sign up as an exhibitor and book a booth/ trade fair stand” on the website you declare your intention to participate in the event (Registration).

Immediately after the dispatch of your binding registration you receive an automatic confirmation of receipt at the e-mail address you have supplied. This confirmation of receipt simply documents the fact that your registration has been received by the organizer and does not give rise to a contract between you and the organizer.

By dispatching the registration, you acknowledge the General and the Special Sections of the Conditions of Participation and the Technical Guidelines as binding.

#### 2. Postal registration process (insofar as provided)

To indicate your intention to take part in the event, you must return to us a completely filled in and signed registration form (Registration). Alternatively you can scan the completed and signed participation documents and send them to us via e-mail to the e-mail-address given in the registration form. A digital signature can also be provided instead of the scanned signature.

By signing and returning the registration form, you acknowledge that the General and the Special Sections of the Conditions of Participation and the Technical Guidelines as binding.

3. You can download the Conditions of Participation from the event homepage or from the Service Shop. You also have the option of requesting the Technical Guidelines in printed form at any time.

4. The registration is binding on you as of its delivery to Koelnmesse. It cannot be subject to provisos or reservations; in particular requests for specific stand locations do not constitute a condition for participation.

5. The registration can only be revoked prior to your receipt of the acceptance / confirmation of the stand area when this is permitted by the Special Section of the Conditions of Participation. Depending on the date of your registration, the Special Section of the Conditions of Participation can specify a fee for this revocation. Otherwise, you must pay the participation fee and the other contractually agreed costs in full.

### II Acceptance

1. The organizer decides on your participation on the basis of the stipulations valid for all of the participants in the event (acceptance/confirmation of the stand area). The same applies to co-exhibitors and group participants, insofar as they are registered.

There are no legal claims to be admitted. In the event that the organizer receives more registrations corresponding to the admission requirements prior to the deadline for submission of registrations than there is available exhibition space, the organizer will decide which applications for registration are approved according to the organizer’s reasonable discretion.

If you have previously failed to fulfil your financial obligations to the organizer or one of the organizer’s Group companies or have not fulfilled them punctually, your company can be excluded from acceptance.

2. The contract comes into force with the confirmation of acceptance/confirmation of the stand area, both of which are valid without signature.

#### 3. Validity of the acceptance

The acceptance/confirmation of the stand area only applies to the respective event, the company registered and named in the acceptance and the products and services registered. Products and services that do not correspond to the Index of Goods may not be exhibited or offered.

The assignment of a stand area is carried out by the organizer in accordance with the exhibition topic area within the event to which the products you have registered belong.

Exhibitors do not have a right to have a stand area assigned to them of a particular shape, in a particular hall or a specific area within a hall. The exhibitor can specify a minimum and a maximum stand area during registration. Any acceptance by Koelnmesse that is within the specified size range is according to contract. Deviations from the average value of the specified desired sizes of up to 20% are also according to contract. An agreement is necessary in the case of greater deviations outside the desired size. This agreement is granted at the latest with the payment of the participation price.

The organizer is entitled to revoke the acceptance if it was granted on the basis of incorrect statements or if the participant subsequently fails to meet the conditions for acceptance.

#### 4. Change after acceptance

The organizer is entitled to relocate or close entrances and exits, and to make structural changes to the trade fair halls for good cause (e.g. fire, fire protection, other hazard prevention) and taking into account your legitimate interests after acceptance without you deriving any rights from such changes.

In individual cases with good cause and taking into account your legitimate interests, the organizer is furthermore entitled to subsequently assign a different stand area to the one already allocated in the acceptance and to change the size and dimensions of the stand area. If the size of the stand area is reduced, the difference in the participation fee will be refunded to you.

In the event that the date or location of the event has to be changed due to good cause and this change can reasonably be demanded of you then the corresponding changes must be accepted; the acceptance/confirmation of the stand area is replaced by the organizer's corresponding notification of the changes. A change of location means a change to a location outside the exhibition centre.

You will immediately be notified should the stand area not be available for reasons beyond the organizer's control. In this case, you have the right to receive a refund of the participation fee.

In such cases, there is no entitlement to claim damages that go beyond this refund.

#### 5. Rights of withdrawal

The organizer may withdraw from the contract if there is good cause. Such good cause is particularly the case if an application has been submitted to initiate insolvency proceedings or if such an application has been rejected due to a lack of assets. You must notify the organizer immediately if this is the case.

It is no longer possible for the exhibitor to withdraw a registration completely or partially after the acceptance/confirmation of the stand area has been received.

As an exhibitor, you bear the sole risk for the following complications: products that are planned for the presentation cannot be imported as a result of the legal regulations valid at the event location or for other reasons; products arrive at the event location late, damaged or not at all (e.g. because they have become lost or are affected by transport or customs delays); you, your staff, your stand personnel or the personnel charged with the construction of your stand are delayed or prevented from arriving at the event location, e.g. due to the refusal of a visa. You remain obligated to pay any and all costs that have been agreed upon.

The organizer can consent to a request for release from the contract by way of exception if the stand area made available can be assigned to a third party in return for payment. This only applies when all space (stand area) of the event has been allocated and to the extent that the space that becomes available can be rented to an exhibitor to whom no or only a correspondingly smaller area could be allocated due to the lack of availability of free space (stand area). If the stand area cannot be transferred to a third party for a fee, the contract remains in force and the participation fee must be paid in full. The occupation of the stand area that is no longer reserved by another participant who has already been admitted to the event and assigned a stand area is not considered to be a rental to a third party against payment, as two areas were merely exchanged.

If the Special Section of the Conditions of Participation stipulate that you must purchase a Marketing Package, the specified price has to be paid in the event that you withdraw from the contract and the admission ticket vouchers have been provided. This does not affect your liability for catalogue fees, stand construction fees or other costs, particularly if they involve services from third parties or have arisen due to services that have already been provided.

You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the fee charged.

The co-exhibitor fee must be paid in full in the event a company that has been accepted as a co-exhibitor does not participate.

### III Construction, design and operation of the stands

1. As an exhibitor, you are responsible for ensuring that your trade fair participation, and especially the construction and design of your stand, comply with all the legal standards valid in the Federal Republic of Germany as well as the regulations of these conditions and the Special Section of the Conditions of Participation and the Technical Guidelines including any hygiene regulations. This also applies to the persons working on behalf of the exhibitor, who must be supervised to ensure that they adhere to the stipulations.

2. The exhibitor has to lay out its allocated stand area appropriately, keep it in a clean condition, use it for the display of the products registered by and authorised for the exhibitor and ensure that stand personnel are in attendance. Additional regulations, especially those of an event-related nature, can be found in the Special Section of the Conditions of Participation and in the Technical Guidelines.

3. Any additional technical services that may be required, in particular the installation of electricity, water and safety measures, the hiring of local personnel, etc., can be ordered from the Service Shop of Koelnmesse GmbH and are invoiced separately. Orders placed by third parties (in particular by stand construction companies) in connection with the construction, furnishing and design of your stand area are considered to have been commissioned by the exhibitor and at the exhibitor's expense.

4. The registered and authorized products must be on display at the stands for the entire duration of the event. Stand personnel must also be in attendance throughout this entire time. Clearing the trade fair stand before the official end of the event represents a serious infringement of these Conditions of Participation and entitles the organizer to pursue claims for damages and to exclude your company from future participation in events of the Koelnmesse Group.

5. Products and services may only be presented within the stand area listed in the acceptance/confirmation of the stand area. You may not distribute products, flyers and other advertising materials in other areas of the exhibition centre without first receiving the organizer's written permission.
6. The legal stipulations of the Federal Republic of Germany need to be complied with during the presentation and sale of products and services. Products that are not intended to be offered or are not approved for sale worldwide must bear a corresponding note or a country-specific label.
7. The organizer can require that you remove products that do not correspond to the Index of Goods, the presentation of which would not comply with legal stipulations of the Federal Republic of Germany or that may cause a significant interference with the operation of the trade fair or give rise to a hazard to the safety of exhibitors and visitors due to smells, noises or any other emissions or due to their appearance.

#### **IV Participation fee and other costs/Terms of payment**

1. The participation fee for the standardized event services covers the rental of the stand area for the duration of the event and the construction and dismantling periods stipulated in the Special Section of the Conditions of Participation; a specific number of exhibitor and construction and dismantling passes; the use of technical and service facilities at the exhibition centre; general hall security; cleaning of the generally accessible hall areas; general hall lighting; and advice on organization, advertising and public relations work for your participation.

In addition, the participation fee includes services provided by the organizer as part of the general visitor marketing activities. At the organizer's discretion, these activities especially include a selection of the following services: Placing of advertisements, direct marketing measures (e.g. publication and dispatch of newsletters and other information to potential visitors by mail, fax, or other means of electronic transmission), provision of an online ticket shop, and event-related Internet domains. The standardized event services also include the provision and supply of energy covered by the flat-rate energy fee; in this respect, please note the corresponding regulations of the Special Section of the Conditions of Participation.

The event services also encompass the inclusion in a list of exhibitors. This is obligatory for each exhibitor, co-exhibitor and group participant. Please note the corresponding regulations of the Special Section of the Conditions of Participation.

2. The participation fee does not include the provision of stand partition walls or other special construction elements.

3. The amount of the participation fee and other costs will be calculated on the basis of the dimensions of the allocated stand area and according to the rates specified in the Special Section of the Conditions of Participation. Projections, pillars, installation connections and other fixed objects are not taken into account in the calculation of the allocated floor area, which is deemed to be in accordance with the contract.

4. In the case of two-storey exhibition stands the participation fee for the stand area of the upper storey approved after technical inspection is governed by the regulations in the Special Section of the Conditions of Participation.

5. After your acceptance you will receive an invoice for the participation fee and other costs; the invoice amount is due immediately on receipt of the invoice. This also applies to all amounts that must be paid within the framework of the contractual relationship, and, in particular, to invoices, as stipulated by Item I, Paragraph 5 and Item II, Paragraph 5 of these conditions.

6. All prices are net fixed prices plus any value added tax and comparable taxes of the event location that may be payable. Please note the regulations for VAT refunds listed in the Special Section of the Conditions of Participation.

7. The organizer shall have the right to increase the various prices to cover the higher costs in the event of an increase in its own production costs as a result of increased costs for manufacturing, procurement and labour as well as energy costs, fees, taxes and other public duties at the event location. The greatest amount that each individual price can rise is limited to 5% if more than 9 months have passed between the time the contract is concluded and the date the event is held, 7.5% if more than 18 months have passed and 10% if more than 24 months have passed.

8. All liabilities must be settled on time in order for you to occupy the reserved stand area.

9. Failure to execute payment on time will result in interest being charged of 9 percentage points above the base rate according to Section 288 of the Civil Code of the Federal Republic of Germany. The organizer is entitled to claim any higher damages it may have suffered. Compensation for damages does not apply or is reduced if you can prove that the organizer has incurred less or no damage as a result of the failure to pay on the due date.

Should settlement of the invoice not be effected by the deadline or not be effected in full, the organizer is, in addition, entitled to terminate the contract with you and to otherwise dispose of the stand area.

10. A right of lien in the organizer's favour arising from the organizer's claim in regard to the provision of the stand area attaches to the objects brought to the exhibition centre by you.



11. The exhibitor agrees to an electronic invoicing process. The dispatch of the invoice is carried out electronically via e-mail to the e-mail address supplied by the exhibitor or by post as a paper invoice at the discretion of the organizer. The exhibitor must immediately notify the organizer of any changes to its e-mail address.

12. Any services that have been provided by the organizer will be invoiced in euros. You are obligated to pay the amount shown on the invoice in the currency shown on the invoice ("billing currency"). If the organizer should be prepared, as a courtesy, to accept settlement of the invoice in a currency other than the billing currency in individual cases, without being under any obligation to do so, the exchange rate of such payment must be based on the official buying rate of the billing currency on the date the payment is received. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are, therefore, at your expense.

13. Should the exhibitor have any complaints about the invoice, they must be submitted in writing or in the case of electronic invoicing also via e-mail immediately or at the latest within two weeks of receipt. Subsequent objections cannot be considered. A processing fee of €100.00 will be charged for every change to an invoice after your receipt of the invoice that is made exclusively at your request and without an error on the part of Koelnmesse GmbH being present.

14. Any projections, pillars, installation connections and other fixed objects in the stand area provided do not entitle you to any reduction in the participation fee or other costs.

15. You can only exercise a right of withholding or set-off against the receivables arising from the contractual relations insofar as your claims are undisputed or have been determined *res judicata*. Claims on the grounds of unjust enrichment (Section 812 of the German Civil Code) remain unaffected.

16. In the event that an invoice is sent to a third party at the request of the exhibitor, this does not constitute any waiver of the right to claim the account receivable from the exhibitor. You remain obligated to pay until such time as the account receivable has been settled in full.

## **V Co-exhibitors, group participations**

1. Stand areas can only be rented in their entirety and only to one contracting party. You, as an exhibitor, may not relocate, exchange, share or otherwise make available the stand area that was reserved for you to another party in whole or in part without the organizer's prior permission.

2. The use of the stand area by multiple companies is only permissible when the stipulations of the Special Section of the Conditions of Participation permit the participation of co-exhibitors.

3. A special application must be approved by the organizer before another company (co-exhibitor) can use

the stand area to exhibit its own products with its own staff. Co-exhibitors may only be consolidated companies, subsidiaries and sales companies in which the exhibitor holds shares. In exceptional cases, the organizer may also approve sales companies in which the exhibitor does not hold shares. Furthermore, suppliers may also be approved as co-exhibitors. Koelnmesse is entitled to link the acceptance of sales companies and/or suppliers to proof of an existing business relationship with the exhibitor. Supplier in the context of this regulation is an entity that supplies components for the exhibitor's products that are on show at the trade fair. Sales company in the context of this regulation is an entity that sells products from the exhibitor in a particular country/a particular region or to a particular target group (sales channel).

The organizer has the right to require you, as the exhibitor to pay a participation fee and other costs for co-exhibitors. The organizer also has the right to limit the number of co-exhibitors for each exhibitor. In addition, the preconditions specified in Item II of these Conditions of Participation apply for the acceptance of co-exhibitors. These companies are subject to the Conditions of Participation – General and Special Sections as well as to the Technical Guidelines.

If you have a co-exhibitor at your stand without first obtaining the organizer's explicit permission, the organizer has the right to cancel the contract with you without prior notice and to have your stand area cleared at your risk and expense. No claims of any kind can be made against the organizer in this case, especially no claims for damages.

After acceptance, contractual relationships continue to exist exclusively between the organizer and the exhibitor, who is responsible for the culpability of its co-exhibitors as for its own culpability.

4. When multiple companies wish to participate in the event together on one stand area – a group participation – the General Section and the Special Section of the Conditions of Participation and the Technical Guidelines are binding for every individual company. The registration is carried out by the group organizer, who is thus also an exhibitor in the context of the existing General Section and Special Section of the Conditions of Participation and the Technical Guidelines and is responsible for ensuring that the group participants adhere to the Conditions of Participation. After acceptance/confirmation of the stand area, contractual relationships exist exclusively between the group organizer and the organizer. Exceptions exist in the case of individual orders by the group participant of services in their own name and on their own account; these are only permissible on site during the period from the first day of stand construction to the last day of the event in question.

5. If a stand area is jointly assigned to two or more companies, they are jointly and severally liable to the organizer.

## VI Domiciliary rights

1. The organizer exercises domiciliary rights throughout the exhibition centre.
2. The organizer is entitled to have exhibits removed from a stand if their display violates applicable laws, or is morally offensive or not in keeping with the exhibition programme. Advertising of an political or ideological nature is prohibited. In the event of serious offences against the Conditions of Participation, the Technical Guidelines or the legal stipulations, the organizer is entitled to close your stand or have it vacated.
3. The house and ground regulations for the Cologne exhibition centre apply in their currently valid version.

## VII Liability for defects

The limitation period for liability for defects in deliveries of newly manufactured articles is 1 year. Liability for defects in used articles is excluded. A claim does not arise when the damage is as a result of normal wear and tear, force majeure, incorrect or negligent operation, excessive use, or the failure to observe legal requirements or instructions for operation.

## VIII Liability/indemnity

1. The organizer is liable without limit for claims, irrespective of their legal grounds, of intent or gross negligence. The organizer is only liable for simple negligence insofar as essential contractual obligations have been breached, and any such liability is limited to foreseeable damage typical of the contract. Essential contractual obligations shall pertain only to those contractual obligations which are indispensable for the performance of the contract and on the fulfilment of which the exhibitor may rely. Otherwise the organizer's liability for damages is excluded.

The aforementioned limitations and/or exclusions of liability do not apply to a legally mandatory specified strict liability (e.g. arising from the Product Liability Act) or the liability from the acceptance of a guarantee or in the case of loss of life, bodily injury or impaired health.

Insofar as the liability is limited or excluded by the aforementioned regulations, this also applies to the liability of the bodies, employees, legal representatives and vicarious agents and officers of the organizer (also with regard to their respective personal liabilities).

2. A strict guarantee liability on the grounds of initial defects of the area provided is excluded.
3. A reduction of the fee due to material defects shall only be considered if the organizer has been notified in writing during the term of the contract of the intention to reduce the fee. Claims to reduction and/or rights of retention of the exhibitor can only be asserted insofar as they are based on legally determined or uncontested claims. Exhibitor's claims for repayment according to Section 812 of the German Civil Code remain unaffected.

4. If and to the extent that the organizer provides water, district heating, gas and electricity from the supply networks of utility companies, the exhibitor shall not assert any further claims for damages in the case of liability on the part of the organizer in the event of service disruptions than those to which the organizer is entitled under the relevant provisions vis-à-vis the respective utility company. The exhibitor shall immediately notify the organizer and directly notify the utility company supplying the service of any damage in writing.

5. If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to reschedule the event, shorten or extend it due to force majeure, or for other reasons beyond its control, then the exhibitor is not entitled to any rights, in particular, to claims for damages against the organizer.

6. Liability continues to be subject to the legal burden of proof rules, which are unaffected by this clause.

7. The organizer does not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are the property of the stand personnel. Therefore the organizer does not assume any liability for the loss of objects, equipment, structures and other valuables brought in by exhibitors and third parties, unless Koelnmesse has assumed custody for a fee. The possibility of hiring hall and stand security personnel for a fee is expressly pointed out.

The organizer transfers the general surveillance of the trade fair halls and the outdoor areas, the oversight of the exterior grounds, and the checks at the entrances to security agencies and their uniformed guards and non-uniformed personnel.

Every visitor and exhibitor in the trade fair halls must be in possession of a valid admission ticket or exhibitor pass and show it to the aforementioned security personnel upon request. The exhibitor will notify those service providers it has commissioned that they will require an admission ticket (e.g. construction or dismantling pass). The surveillance and security of individual stands or parts of stands is not included in this general oversight.

8. In the event of contracts that provide for the procurement of certain items, then, unless otherwise expressly agreed in individual cases, the organizer does not assume the risk of procurement.

9. The organizer does not conclude specific insurance for the stand and the items located at the stand. The organizer recommends that the exhibitor insure its participation risk against the normal insurable risks such as fire, burglary, simple theft, damage, water damage etc. including the risks of transport to and from the event itself and at its own expense and that it ensure adequate insurance cover for the construction, trade fair, and dismantling periods including the periods of transport to and from the event.

All cases of theft and damage must be immediately reported to the police, the organizer and the insurance company at Messewache Ost (Security Office East) at Entrance East and thereafter notified in writing.