

# EXHIBITOR - APPLICATION

SEPTEMBER 29 – OCTOBER 01, 2020  
MESSE FRANKFURT

BATTERY  
EXPERTS **FORUM**

## 1. Company Data

Company \_\_\_\_\_  
Address \_\_\_\_\_ ZIP Code \_\_\_\_\_ City/State \_\_\_\_\_  
Country \_\_\_\_\_ Webseite \_\_\_\_\_  
Tel. (main) \_\_\_\_\_ E-Mail (main) \_\_\_\_\_  
VAT ID no. \_\_\_\_\_ Order number \_\_\_\_\_

### Managing director/owner

Mr.

Ms.

First name \_\_\_\_\_ Surname \_\_\_\_\_ E-Mail \_\_\_\_\_

### Marketing manager

Mr.

Mrs.

First name \_\_\_\_\_ Surname \_\_\_\_\_ E-Mail \_\_\_\_\_

## 1.1. Contact/address for correspondence

Company \_\_\_\_\_  
Address \_\_\_\_\_ ZIP Code \_\_\_\_\_ City/State \_\_\_\_\_  
First Name \_\_\_\_\_ Surname \_\_\_\_\_ E-Mail \_\_\_\_\_  
Tel. (main) \_\_\_\_\_ E-Mail (main) \_\_\_\_\_

## 1.2. Rechnungsadresse

as stated under 1.

Company \_\_\_\_\_  
Address \_\_\_\_\_ ZIP Code \_\_\_\_\_ City/State \_\_\_\_\_  
VAT ID no. \_\_\_\_\_ Order number \_\_\_\_\_  
First name \_\_\_\_\_ Surname \_\_\_\_\_

## 2. Preferred booth type and size

We shall make every effort to take your preferred booth type and size into account when allocating the booths. However, we cannot guarantee that your wishes will be met. The organizers are under no obligation to allocate a specific type of booth or a specific booth location. The booth size requested here is binding for the exhibitor; the cancellation policy applies in the event of any subsequent requests for a smaller booth.

1 side open (row booth)

2 sides open (corner booth)

3 sides open (peninsula booth)

4 sides open (island booth)

Booth size sqm: \_\_\_\_\_ Desired placement (booth number): \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

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## Booth assignment

Booth assignment shall take place once all the exhibitor's details and wishes have been thoroughly checked. The actual booth location assigned may differ from the wishes stated in this form as a result of the overall demand of all exhibitors and the actual implementation options available on site. Any such discrepancies shall not entitle the exhibitor to cancel their booking.

## Rental rates and costs

Floor space per sqm	Early bird (until Dec, 1 <sup>st</sup> )	Regular price
Row booth	265€	295€
Corner booth	275€	305€
Peninsula booth	285€	315€
Island booth	295€	325€
Open-air area	90€	100€

Prices includes the floor space incl. 3 kW power connection, without walls, etc.  
Booth heights over 3m have to be approved separately by the fair management.

## Hours

Sep 29, 2020, 9:00am – 5:00pm  
Sep 30, 2020, 9:00am – 5:00pm  
Oct 01, 2020, 9:00am – 3:00pm

## Venue

Messe Frankfurt  
60327 Frankfurt, Germany

## Set-up times

Sep 28, 2020, 7:00am – 8:00pm

## Dismantling times

Oct 01, 2020, 4:00pm – 10:00pm

## Contact Organizer:

BMZ GmbH  
Am Sportplatz 28  
63791 Karlstein am Main  
T: +49 6188 – 99 41 0-0  
M: [info@battery-experts-forum.com](mailto:info@battery-experts-forum.com)  
W: [www.battery-experts-forum.com](http://www.battery-experts-forum.com)

# CONDITIONS OF PARTICIPATION

## SEPTEMBER 29 – OCTOBER 01, 2020

### MESSE FRANKFURT



#### 1. Application and acceptance

BMZ GmbH (on behalf of BMZ) will endeavor to take the exhibitor's wishes into account when allocating booths. If necessary for reasons of hall layout planning (e.g. due to the sector structure, irrespective of the order in which applications are received), it may deviate from the desired type, size and location of the exhibition space. It may also exclude certain exhibits from admission and impose conditions on admission. Reservations, conditions and special wishes of the exhibitor (e.g. regarding placement, exclusion of competition, booth construction and design) shall only be binding if this has been expressly confirmed in the admission. BMZ is authorized to withdraw from the contract or to terminate the contractual relationship without notice if the admission was granted on the basis of false or incomplete information provided by the exhibitor or if the conditions for admission on the part of the exhibitor cease to apply at a later date.

#### 2. Rental of booth area, terms of payment

Please see page 2 of the application for the booth area rental prices. Each square meter or part thereof shall be charged in full. The floor space shall generally be calculated as if it were rectangular, without taking into account any projections, beams, service connections, etc. An invoice for the booth rental fee shall be issued once the booth has been assigned. This invoice confirms the exact booth size and is due for payment immediately. The organizers reserve the right to issue an invoice for the sum of 50% of the booth rental fee as soon as the application has been submitted. The invoiced amount shall be based on the booth type and size specified in the application. It is only possible to subsequently amend the billing address by notifying the organizers of such a change in writing before the invoice has been issued. After the invoice has been issued, changes shall incur a processing fee of €150 per amendment and per invoice. In order to occupy exhibition space, the exhibitor must pay the booth rental fee (and any fee for the admission of co-exhibitors). BMZ may withdraw from the contract if the exhibitor has fallen behind with its payments and fails to meet its payment obligations even after BMZ has given it a five-day extension. BMZ is entitled to assert its statutory landlord's lien in order to secure the payment of obligations arising from the rental agreement.

The exhibitor must keep BMZ informed at all times about the ownership status of objects to be or being exhibited. BMZ shall not accept any liability for damage to retained exhibition goods and booth equipment, unless it was caused as a result of BMZ acting with intent or gross negligence. If the exhibitor has ordered services from BMZ, BMZ may refuse to provide services which have not yet been paid for (including listing the exhibitor's data in media publications) until the exhibitor meets its financial obligations towards BMZ, in particular those arising from previous events.

#### 3. Exhibitor Badges

The exhibitor shall be given an appropriate number of exhibitor badges free of charge for use during the exhibition in which it is participating. Exhibitor badges shall be issued once the booth rental fee and fee for the admission of any co-exhibitors have been paid and must be ordered by the exhibitor itself at [www.battery-experts-forum.com](http://www.battery-experts-forum.com). Exhibitor badges are non-transferable and must not be given to third parties, e.g. to people or companies wishing to sell goods or provide services on the exhibition grounds without the authorization of BMZ.

#### 4.1 Booth assignment and floor plan

BMZ may also make subsequent changes to the allocation of space, in particular to the exhibition space allocated to the exhibitor in terms of location, type, dimensions and size, if doing so is necessary for safety reasons, for reasons of public order, or because the exhibition in question is oversubscribed and additional exhibitors have to be admitted to the exhibition, or because changes to the allocation of space are needed in order for the areas and rooms required for the exhibition to be used more efficiently. Such subsequent changes must not, however, exceed an extent perceived to be reasonable for the exhibitor. If the subsequent changes result in a reduced booth rental fee, the difference must be reimbursed to the exhibitor. The exhibitor shall not be entitled to make any further claims against BMZ. If the location, type, dimensions or size of the exhibition space rented by the exhibitor is subsequently amended by an extent no longer perceived to be reasonable for the exhibitor, the exhibitor may withdraw from the contract with one week of receiving written notification by BMZ. BMZ is entitled to change the allocation of the other booths, in particular the neighboring booths, amend the location of the entrances and exits to the exhibition grounds and halls, and make any other reasonable changes. Claims may not be made against BMZ as a result of any such changes.

#### 4.2 Booth design

The exhibitor is responsible for fitting out its booth. When designing the exhibition booths, booth perimeter walls to neighboring booths and floor coverings are mandatory. Booth structures exceeding 3 meters in height require special approval from BMZ. All rear walls facing neighboring booths and exceeding 2.50 meters must be kept clean and neutral. On sides facing an aisle, at least 30% of the booth front must have an open design, and after a maximum of 6 meters there must be a passage, which is at least 2 meters wide. For walls more than 6 m wide, the written consent of the booth neighbor has to be obtained. Structures and equipment must be positioned within the booth perimeter such that they do not impinge on neighboring exhibitors. All materials used must be flame retardant. The organizers reserve the right to stipulate further conditions concerning the booth design. Requests for any special constructions must be submitted to the exhibition management at least three months before the start of the exhibition.

#### 4.3 Staffing, setting up and dismantling the booths

Throughout the exhibition and during the predefined hours, all booths must be properly fitted out and staffed with specialized personnel. The exhibitor is not permitted to remove exhibited goods and dismantle its booth before the end of the exhibition; if this regulation is violated, BMZ shall be entitled to impose a contractual penalty on the exhibitor of 25% of the booth rental fee, but not less than €500. BMZ may exclude the exhibitor from participating in future events if the exhibitor does not keep its booth staffed during the daily exhibition hours, exhibits a range of products or services not approved of by the organizers, leaves its booth early or breaches the general terms and conditions of participation in any other way. The right to terminate this contract for extraordinary circumstances and the right to seek compensation for any resulting damages caused to BMZ shall remain unaffected by this.

#### 4.4 Technical services

The order forms for technical services and additional services shall be available online from January 2020 at [www.battery-experts-forum.com](http://www.battery-experts-forum.com). Orders can be placed up to two weeks before the event.

#### 4.5 Using the booth outside of the exhibition hours

The use of the exhibition booth outside of the exhibition hours (e.g. for meetings or booth parties) requires the express written consent of BMZ; BMZ must be advised of such wishes in writing at least six weeks before the event. The costs of any additional hall security required as a result shall depend on the booth size and number of people present, and must be covered by the exhibitor. The booth may be used until 10:00pm at the latest.

#### 4.6 Restrictions on the exhibitor's use of the booth

If the exhibitor is unable to use its booth space or if its use of the booth is restricted as a result of it having violated statutory or official regulations or provisions stipulated in the general terms and conditions of participation or Technical Guidelines, the exhibitor shall still be required to pay the booth rental fee in full and to compensate BMZ for any damage caused by its conduct and that of its legal representatives or vicarious agents; the exhibitor shall not be entitled to withdraw from or terminate the contract unless such a right is compulsory by law.

#### 5. Notification of defects

The exhibitor must make any complaints concerning any defects to the booth or exhibition space to BMZ in writing immediately after taking possession of the booth and no later than the final set-up day, so that BMZ can rectify these defects. Any complaints made after this date shall not be considered and shall not entitle any claims to be asserted against BMZ.

#### 6. Withdrawal/cancellation of the contract

BMZ has the option of charging a flat-rate compensation fee (cancellation fee). The actual cancellation fee charged shall depend on when BMZ receives (written) notification from the exhibitor that it wishes to withdraw from its binding application or from the concluded contract:

Up to and including December 31, 2019	10%
After December 31, 2019	25%
After February 21, 2020	50%
After April 03, 2020	100%

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SEPTEMBER 29 – OCTOBER 01, 2020

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## 7. Force majeure, cancellation of the event

If BMZ is required to temporarily clear one or more of the exhibition areas for a short or longer period of time or to postpone or curtail the events as a result of force majeure or due to other reasons beyond its control (e.g. a power outage), the exhibitor shall not have any rights of withdrawal or termination nor the right to assert any other claims, in particular claims for compensation, against BMZ as a result. If BMZ cancels the event because it cannot organize the event as a result of force majeure or any other circumstances beyond BMZ's control, or because it has become unreasonable to expect BMZ to organize the event, BMZ cannot be held liable for damage and losses suffered by the exhibitor as a result of the cancellation of the event.

## 8. Catering, provision of food and drink

Only the contractually bound companies may provide catering, including the provision of beer and drinks, inside the exhibition grounds. The sale of food and drinks (including samples) of any kind and the running of bars or counters serving alcoholic drink require special permission from BMZ as well as a catering permit. The same applies if the exhibitor provides food and drink (including samples) which has been supplied to it by professional caterers, even if it hands out this food and drink free of charge.

## 9. Advertising activities and events run by the exhibitor

The exhibitor may only carry out advertising activities at its own exhibition booth. The exhibitor is prohibited from conducting promotional campaigns in the gangways and public areas. Games of chance, tombola and prize draws as well as raffles requiring the purchase of a ticket are only permitted if they are carried out in line with current legislation, in particular the regulations laid down in the German Act against Unfair Competition (UWG). In the event of the culpable violation of this provision, the exhibitor shall be obliged to indemnify the organizers against claims made by third parties and – if these activities are continued despite a warning notice being issued by the organizers – to pay a contractual penalty to the organizers.

## 10. Advertising activities run by the organizers

By participating in the exhibition, the exhibitor agrees to allow photos of its exhibition booth or exhibits on display, including any brands and other company labels found on such items, taken by or on behalf of the organizers to be used by events for advertising and communication purposes. The organizers of the event may, individually, use the name and company logo of the exhibitor in any given format (brochures, Event Directory, advertisements, posters, website, etc.) for the purposes of advertising campaigns aimed at visitors and exhibitors for the event. The exhibitor shall provide an electronic file containing its logotype and logo for this purpose.

## 11. Photographs, films, video recordings and sketches

Only persons duly authorized by BMZ and issued with a valid permit by BMZ may film, photograph, produce video recordings and make sketches inside the exhibition halls. The exhibitor must not take photographs or produce other recordings of booths belonging to other exhibitors under any circumstances. In the event of this provision being breached, BMZ may demand that the recorded material be surrendered and can take legal steps to achieve this. BMZ may arrange to have photographs, sketches, film and video recordings taken and made of the exhibition, the booths and exhibition goods, and may use these for advertising purposes or general press publications.

## 12.1 Online publications produced by the exhibitor

BMZ may give the exhibitor permission to make information available to visitors on the web pages of The Battery Experts Forum. In particular, this may include information about the exhibitor, landing page, product presentations and vacancies (hereinafter referred to collectively as 'exhibitor information'). The exhibitor shall bear sole responsibility for this information in accordance with general legislation. Before publishing this information, exhibitor shall above all ensure that it has all the rights needed to do so (right to make the information available to the public) and that the published information complies with the principles of competition law and does not violate the rights of third parties. The right of access granted is non-transferable and must be protected against loss, unauthorized access and unauthorized disclosure in accordance with the state of the art. The exhibitor shall inform BMZ immediately if it becomes aware that the information has been lost or accessed by or disclosed to any unauthorized parties. BMZ is generally not obliged to check the exhibitor information before making it available to visitors. If the rights of third parties are violated as a result of or in connection with the exhibitor information and if (a) BMZ is informed of this legal violation by third parties or (b) third parties make claims against BMZ as a result of such a violation, BMZ shall inform the exhibitor of this immediately after receiving notification of the legal violation or of the claim from the third party. The exhibitor shall adapt the exhibitor information immediately so that it no longer violates the rights of third parties or shall provide the exhibitor information in another form which does not violate the law. Until such amendments are made, BMZ may temporarily take down the exhibitor information concerned.

## 12.2 Conduct towards other exhibitors

BMZ expects the exhibitor to respect the industrial property rights of the other exhibitors. If it is proven to BMZ by a court ruling that the exhibitor has violated the industrial property rights of another exhibitor by means of its published exhibitor information (Fig. 12.1), exhibits, printed publications, advertising or in any other way, BMZ may – but is not obliged to – temporarily or permanently remove and, if applicable, take into safekeeping until the end of the exhibition the exhibition goods, exhibitor information, printed publications and promotional material violating the industrial property rights, close the infringing party's booth and/or expel the infringing party and its personnel from the exhibition grounds. BMZ shall also be entitled to exclude the infringing party from future exhibitions. If such measures are proven to be unjustified, no claims for compensation may be asserted against BMZ, unless BMZ is found to have acted with gross negligence or intent.

## 14.4 Entry Requirements and Residence Regulations

The offer by the organizers of the event with respect to booking booth space does not release the customer from the obligation to inform himself, fully and promptly, about the relevant requirements for entry into the Federal Republic of Germany, in particular with regard to the possible requirements for a visa. The organizers shall not assume any responsibility if the customer suffers detriments arising out of non-compliance with applicable entry requirements and residence regulations.

## 15. Liability, insurance

BMZ shall assume liability in the event of it culpably breaching any of its essential contractual obligations in accordance with the statutory regulations. However, provided it has not acted with gross negligence or intent, it shall only be liable for typically occurring, foreseeable damage. In all other cases, BMZ shall be liable if damage has been caused by one of its legal representatives or senior vicarious agents intentionally or through gross negligence. In the event of damages resulting from bodily injury or harm to a person's health, liability shall be determined in accordance with statutory regulations. Claims for compensation arising from breaches of duty shall be excluded in all other cases. The exhibition management recommends that the exhibitor take out exhibition insurance, which can optionally also cover the transportation of exhibition goods to and from the exhibition, and liability insurance covering personal injury and damage to property.

## 16. House Rules

The house rules and rules of the fair apply. These shall be sent to the exhibitor with the technical documentation. Overnight stays in the halls are prohibited. The exhibitor is obliged to treat the other event participants with consideration, to act with common decency and not to use the event to pursue ideological, political or other agendas not in keeping with the purpose of the event.

## 17. Limitation and cut-off periods

Any claims asserted by the exhibitor against BMZ arising from the rental of the booth and all associated legal relationships must be brought within a limitation period of six months. The limitation period shall commence on the last day of the month in which the final day of the exhibition falls. Claims made as a result of death, personal injury or impaired health as well as those arising from the gross negligence of BMZ shall be excluded from this; the limitation period for such claims shall be in line with statutory provisions. Complaints concerning invoices must be raised in writing within a cut-off period of one month from their receipt.