

GENERAL TERMS AND CONDITIONS

VENUS

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1. Organizer

VENUS is organized by VENUS Berlin GmbH Internationale Fachmesse, Stieffring 14, D-13627 Berlin at the Berlin exhibition grounds. It is hereinafter referred to as "Venus" or "Venus Berlin GmbH".

2. Dates

Duration of the Venus Consumer event:
10/26 to 10/29/2023

Duration of the Venus B2B event:
10/26 to 10/28/2023

Opening hours of the Venus Consumer event:

10/26/2023	11:00–20:00
10/27/2023	11:00–21:30
10/28/2023	11:00–21:30
10/29/2023	11:00–19:00

Opening hours of the Venus B2B:

10/26/2023	11:00–19:00
10/27/2023	11:00–19:00
10/28/2023	11:00–15:00

Exhibitors have access one hour before admission and one hour after closing time.

Setup (see also point 8) and end of dismantling (see also point 14):

Venus Consumer:

Setup:	10/24/2023 from 7:00 throughout
End of setup:	10/25/2023, 22:00
Start of dismantling:	10/29/2023 from 19:00
End of dismantling:	10/30/2023, 24:00
Car and truck admission:	10/29/2023 from 19:30

Venus B2B:

Setup:	10/24/2023 from 7:00 throughout
End of setup:	10/25/2023, 22:00
Start of dismantling:	10/28/2023 from 15:00
End of dismantling:	10/28/2023, 24:00
Car and truck admission:	10/28/2023 from 15:00

Venus reserves the right to make reasonable changes to the specific times and will inform the exhibitor of any such changes.

3. Registration deadline

The regular closing date for registrations is 8/15/2023. Registrations received after the closing date can only be considered depending on the number of places still available.

4. Stand rent, Terms of payment

4.1. Stand rent

The following stand rental prices apply per m² of hall space (rounded up to a full m² and in EURO):

Venus Consumer:

Exhibition Area	EUR 225.00/sqm
Kinky Area	EUR 79.00/sqm
Shopping Area	EUR 95.00/sqm

Venus B2B:

Business Area	EUR 245.00/sqm
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Surcharges per m²:

Corner stand: 15% bookable from 8 m², head stand: 25% bookable from 36 m², block stand: 35% bookable from 64 m²

Complete stands have their own pricing. 50% of the total amount plus all known ancillary costs is due immediately upon receipt of the invoice and the other 50% sixty days before the start of the trade fair.

If the first 50% has not been paid into the account stated on the invoice within 14 days of receipt of the invoice, Venus Berlin GmbH may withdraw from the contract without setting a further deadline.

For bookings after 8/15/2023 up to and including 9/15/2023, a surcharge of 10% will be added; for bookings after 9/15/2023 up to and including the start of the trade fair, a surcharge of 20% will be added.

All prices are subject to the statutory sales tax.

4.2. Due date

The stand rent according to the registration confirmation/stand rental invoice must be paid by the specified dates to one of the Venus Berlin GmbH accounts specified on the invoice(s), quoting the customer and invoice number.

All ancillary costs not calculated in advance will be invoiced at the latest after the end of the event.

The amounts are due upon invoicing. Invoices may be sent by email. The exhibitor will be considered in default five working days after receipt of the invoice, without the need for a reminder.

4.3. Complaints

Complaints about invoices are only possible if they are made in writing to Venus Berlin GmbH within 14 days of receipt of the invoice, the limitation period.



5. Registration

5.1. Stand registration

Registration for a trade fair or exhibition (event) will take place on the "Stand Registration Form". The form must be filled out carefully and signed with a legally binding signature. The registration is an irrevocable contractual offer to Venus to which the exhibitor is bound until the start of the event.

All contractual regulations are published on the website www.venus-berlin.com, hereinafter referred to only as the "website".

5.2. Content of the contract

The essential components of the contract are

- a. the registration form
- b. the regulations published on the website
- c. the regulations linked on the website
- d. these General Terms and Conditions.

*Links to the **technical conditions of Messe Berlin GmbH** and the **General Terms and Conditions of MB Capital Services GmbH** regarding Clause 20 c) et seq, as well as the **sound concept**, are published on the website.*

They apply to the relationship between Venus and the exhibitor and must be observed by the exhibitor.

In the event of non-compliance, the regulations in the technical conditions of Messe Berlin GmbH and the General Terms and Conditions of MB Capital Service GmbH regarding Clause 20c) et seq take precedence, otherwise in the order a), b) c).

5.3. Inclusion of contractual conditions

By signing the stand application, the exhibitor accepts the terms and conditions, as well as the regulations published on the website, as binding. The exhibitor is responsible for ensuring that the persons employed by them at the event, their suppliers and all third parties from their sphere also comply with the contract in its entirety.

5.4. Joint exhibitors

If several exhibitors wish to rent a stand together, they must nominate an authorized exhibition representative in the application with whom alone Venus will negotiate. The fee for each co-exhibitor is €500. The authorized representative will be liable for any fault on the part of the person granting them power of attorney as for its own fault. The participating exhibitors are liable to Venus as joint and several debtors. All stand applicants must sign the registration form with legally binding effect. Wherever "the exhibitor" is mentioned in these terms and conditions, in the case of joint exhibitors this refers to all joint exhibitors.

6. Conclusion of the contract

6.1. Confirmation of participation

Venus Berlin GmbH will decide whether to accept the offer. Acceptance will be effected upon issue of the invoice. Sending the invoice by email to the email address specified in the standard application is deemed sufficient in this respect. There is no entitlement to acceptance of the offer.

6.2. Deviation from registration

If Venus accepts an application with deviations, this will be deemed a new offer to which Venus is bound for 10 days. Acceptance can be explicit, but also implied, for example by payment of the stand rent.

7. Stand allocation

Venus will allocate the stand under consideration of the theme and structure of the respective event, as well as the space available. Only stands of 6 sqm or more will be allocated.

Venus will allocate space and determine the size of stands according to the theme of the trade fair and the space available; any special requests will be taken into account as far as possible.

Each exhibitor is obliged to inform themselves about the location, the exact dimensions, and any fixtures etc. of the stand they are allocated. If Venus wishes to make any changes in the area of floor space already allocated (e.g. structural alterations, installation of fittings etc.), it will inform the exhibitors concerned in good time. Venus may relocate the space for objective reasons. In this case, an equivalent space will be allocated if possible.

7.1. Alteration of adjacent stands

The exhibitor must accept that at the beginning of the event the location of the other stands may have changed compared to the time of registration. Claims for compensation are excluded in respect of both parties.

7.2. Exchange, transfer to third parties

An exchange of the allocated stand with another exhibitor as well as a partial or complete transfer of the stand to third parties is not permitted without a corresponding agreement with Venus.

8. Setup and equipment

Stands may only be set up during the setup times (see Clause 2).

Appearance: The exhibition stand must be in keeping with the overall plan of the exhibition. Venus Berlin GmbH reserves the right to demand that suitable and adequately designed stands be set up, and to prohibit the use of stands in the event of non-compliance. Any decision will be at the discretion of Venus. The prohibition of use for the duration of unsuitable or inadequately equipped stands does not entitle the exhibitor to claims against Venus.



The Venus website features complete offers for setting up an exhibition stand. An order can be placed with the stand registration. These General Terms and Conditions, in particular Clause 25, apply to the contractual services of Venus. Acceptance of the contract will be deemed to take place with the issuing of an invoice by Venus.

Clearing and completion of the stands must be finished on the day before the start of the trade fair, but no later than by 18:00. All packing material must be removed by 18:00 on the same day, otherwise it will be removed by Venus at the exhibitor's expense.

Exhibitors that do not start to move into their stand by the start of the trade fair and have not moved into their stand by the end of the stand setup period will lose their right to the stand. Venus may exercise its right to withdraw from the contract in accordance with Clause 17. Venus may redeploy the space.

No stand may be vacated before the end of the trade fair – see Clause 14 Dismantling.

For the duration of the trade fair, legally exhibited objects may neither be covered nor removed without the consent of Venus. Floor spaces will be untied by Messe Berlin. Stand boundaries must be strictly observed.

The erection of 2.50 m high rear and partition walls will be subject to separate invoicing if requested; Clause 25 will apply. The exhibitor is obliged to erect a joint-free, stable, white partition wall against the directly adjacent neighboring stand free from any advertising messages. Advertising directed toward directly adjacent neighboring stands must be at least 1.0 m away from the border of the neighboring stand. Exhibits are not subject to this regulation.

The maximum height for stand structures is the clear hall height minus 1.00 m. Stand structures taller than 4.00 m are subject to approval. In addition, approval must be obtained for all other stand structures, mobile stands, stand structures with closed ceilings, special structures, and constructions.

Generally accessible areas such as platforms, ladders, stairs, and walkways that are directly adjacent to areas more than 0.20 m lower must be enclosed with parapets. These must be at least 1.10 m high. There must be at least one upper belt, one middle belt, and one lower belt. Static proof must be provided for a platform at the request of the organizer. Platforms that can be accessed on one level must not be more than 0.20 m high. Ladders, stairs, and walkways must comply with accident prevention regulations, current technical regulations, and DIN standards. The distance between parts of the grounds must not exceed 0.12 m in any one direction. Carpeting or other floor coverings must be appropriately fixed at the edges with adhesive tape that can be removed without leaving any residue.

The setup of the stands is left to the exhibitor. However, the stand

must match the appearance of the hall and take into account the typical exhibition criteria of the event. The stands must be adapted to the overall appearance and the general plan of Venus GmbH.

Hall sections and technical equipment must not be damaged, soiled, or altered in any other way. Painting, wallpapering, or other form of affixing are also not permitted. Drilling holes in the hall floor is prohibited. When transporting heavy loads, lifting materials, and boxes on the premises, which may only be done with rubber-tired trolleys and lift trucks, skid marks caused by rubber abrasion must be avoided and, if necessary, removed afterwards. The exhibitor is responsible for repairing any damage to walls, floors, wiring, etc.

Closing the stand to the public areas is not permitted. Exhibits on stands must be designed and presented in such a way as to ensure that they are open to customers.

Stand lighting and illumination must neither disturb visitors nor interfere with neighboring stands. The exhibitor must ensure that their stand is adequately lit, as the hall lighting is switched off.

During the opening hours of the trade fair, an authorized representative of the exhibitor must be present at the exhibition stand at all times. We would like to point out that, due to existing laws in the Federal Republic of Germany, there will be repeated checks at the event by the police, customs, immigration authorities, etc. The purpose of these is to prevent illegal employment in Germany.

The exhibits must be visibly displayed during this time. Venus must receive a drawing of the exhibition stand in duplicate with a floor plan no later than **8 weeks before the start of the trade fair**. The proposed stand may only be set up once the submitted drawings have been approved in writing.

9. Safety and fire protection

Exhibitors are obliged to ensure that their stand is adequately equipped. Exhibition stands, including equipment and exhibits as well as advertising media, must be erected in such a stable manner that there is no risk to public safety and order, in particular life and health. Equipment or demonstrations must be arranged in such a way that visitor traffic in the aisles is not obstructed or endangered. The exhibitor is responsible for static safety and may be required to provide proof of this. The setup and preparation of stands are subject to the written consent of Venus; Venus reserves the right to reject defective work or to modify or remove unapproved structures and the like at the exhibitor's expense.

The technical guidelines must be observed without fail.

Exhibitors are solely responsible for traffic safety, operational safety, and fire safety of the entire stand as well as for compliance with all legal provisions applicable in this respect. The exhibitor is obliged to cease operation of their stand if the machinery, plant, equipment, or devices used by them are not

operational or if the operating regulations cannot be complied with. Furthermore, all technical and structural objects and machines used must be checked for proper function and defects.

The halls are equipped with fire alarm or fire-extinguishing systems. Safety equipment such as fire extinguishers, fire alarms, hydrants, etc. and signs indicating safety equipment must not be built over or covered. The same applies to distribution cabinets for electrical and telephone connections and ventilation equipment. Spotlights and lighting must be far enough away from flammable materials so that the materials cannot be ignited. Decorative, non-luminous lighting equipment must at least comply with current DIN standards. Portable spotlights and lighting must have a second safety device made of non-combustible materials to prevent them from falling down. Upon request, exhibitors will be provided with the names of companies that are able to provide all the necessary services (organization, stand design, press and advertising, recruitment, interpreting, etc.).

Curtains, ceiling hangings, and decorations (this also includes wall coverings, room dividers, displays, banners, flags, and the like) must be made of at least flame-retardant materials for scene areas of up to 150 sqm. This must be confirmed by a test certificate/manufacture's certificates kept ready at the stand. If this is not the case, the organizer is entitled to remove the relevant decoration or have it removed at the exhibitor's expense, unless the exhibitor remedies the situation immediately. In the case of scene areas larger than 150 sqm, the decoration materials in question must be made of non-combustible materials. The same applies to suspension arrangements of any kind. Furnishings, such as furniture and lamps, may be made of normally inflammable materials. Flammable dripping or toxic gases and highly smoke-forming materials must not be used. Normally flammable decorative materials may be used in some areas if they are adequately protected against ignition by their installation. Open fires are not permitted in the halls.

10. Installations

Venus will provide general lighting for the halls. However, the regulation set out in Clause 8, according to which the hall will not be illuminated, applies to the exhibition days. The installation of telephone, electricity, gas, water, and other connections for the individual space will be carried out by Messe Berlin GmbH. The applicant must commission these from Messe Berlin GmbH, and also pay for them separately. Venus will provide a link to the Venus exhibitor portal for this purpose. The contract for these services can only be concluded by the exhibitor with Messe Berlin GmbH.

The exhibitor may only have changes to their electrical installations within the stands performed by a specialist company licensed and approved in Germany. The exhibitor accepts the guarantee liability that no damage will occur as a result of their installations. Venus will not be liable for any loss or damage caused by malfunctions of the electricity supply.

11. Surveillance, cleaning, waste disposal

Surveillance. General surveillance of the hall, insofar as this serves the purpose of the exhibition, will be carried out by Venus two days before the opening until one day after the end of the trade fair. Exhibitors are also strongly advised to take care of their own stand surveillance until the hall security service arrives. The deployment of persons to guard the stands at night is only permitted by Venus' security service and must be requested from Venus.

Cleaning. Fine cleaning of the aisles will be carried out by Venus. The exhibitor is responsible for cleaning the exhibition stands. If the exhibitor wishes to contract out the cleaning of their stand, this can be booked on the website.

Waste disposal. Waste disposal must always be carried out at the exhibitor's expense. This also includes the timely removal of residual waste after the stand has been set up and dismantled. Any waste remaining after the event will be disposed of at the exhibitor's expense. The exhibitor is obliged to behave in an environmentally friendly manner.

12. Arrival, removal, clearance

The exhibitor is responsible for the delivery and removal of exhibits and for clearing the stand at their own expense and risk. In the interest of the work being handled in an orderly manner, the use of forwarding agents is recommended.

Please note the parking facilities at the exhibition grounds:

With a parking ticket the following rule applies: Trucks with a parking ticket (up to 7.49 t = €200.00, from 7.5 t = €307.00 plus VAT) may drive onto the grounds during the entire setup and dismantling period and on trade fair days. Cars with a parking ticket (€67.23 plus VAT) may only enter the exhibition grounds during trade fair days.

Without a parking ticket the following rule applies: Trucks and cars without a parking ticket may only enter the exhibition grounds during the setup and dismantling days against a **deposit of €200 in CASH** (at the gatekeeper's premises) and must leave the site again within two hours (cars), three hours (trucks up to 7.5 t) or five hours (trucks over 7.5 t).

On trade fair days, trucks and cars may only enter the exhibition grounds from 7:00–10:00 and from 19:00–20:00 or 22:00–23:00 against a deposit of €200 in cash. The deposit will be retained by the gatekeeper if the vehicle does not leave the grounds within the allotted period.

13. Work and exhibitor passes

The exhibitor will receive work passes free of charge for themselves and the workers employed during the setup and dismantling periods. These passes are only valid during the setup and dismantling periods and do not entitle the holder to enter the exhibition grounds during the trade fair.

Exhibitors are entitled to the following number of free exhibitor passes, valid for the entire duration of the trade fair, for themselves and the persons employed by them at the trade fair: For every 6 m² of floor space or part thereof, the exhibitor will receive one exhibitor pass free of charge.



Additional exhibitor passes are available for a fee of €67.23 plus statutory VAT. These can be additionally entered in the exhibitor portal and must be collected and paid for at the trade fair office on site.

The exhibiting company in whose name the pass is issued is liable for any misuse by their employees. Exhibitor passes can only be requested by the exhibiting company in an order from Venus Berlin GmbH. The holders of exhibitor passes may pass through the gates as early as one hour before the trade fair opens; the stands of the exhibitor and their staff must be vacated no later than one hour after the exhibition closes.

The passes must be issued in the name of the exhibitor or filled out completely and correctly by the holder. They are non-transferable and are only valid in conjunction with an official pass. In the event of misuse, the pass will be withdrawn without replacement. In the event of a joint exhibition, only the authorized exhibitor will receive the required passes. Additionally required passes will be available for a fee.

*Exhibitor passes will only be issued if the exhibitor has brought the **data protection declaration** to the attention of the persons and the persons have given their **consent to the publication of photos and videos** in accordance with the sample. Both documents are available on the Venus website. This is guaranteed by the exhibitor.*

14. Stand dismantling

The dismantling of stands must not begin before 19:00 on the last day of the trade fair.

Contractual penalty: The exhibitor undertakes to pay Venus Berlin GmbH a contractual penalty for each case of intentional culpable infringement of the obligation. The contractual penalty is €500 for stands of up to 16 sqm in size and €1000 for stands of 17 sqm or above. It will be forfeited if the exhibitor intentionally and culpably begins dismantling the stand before 19:00 on the last day of the trade fair.

After the end of the dismantling period, Venus Berlin GmbH is entitled to carry out or arrange for the dismantling, as well as removal and disposal, and if necessary storage, of exhibition goods at the exhibitor's expense. Venus Berlin GmbH accepts no liability for loss of or damage to exhibition goods, except in cases of intent or gross negligence. The exhibitor's liability vis-à-vis Venus Berlin GmbH extends to clean-swept handover at the specified time, irrespective of whether the exhibitor or third parties are obliged to dismantle the stand.

15. Exhibition goods/Conduct at the stand

15.1. Removal, replacement

Only exhibition goods permitted by law may be exhibited. These may only be removed from their place after consultation with Venus. An exchange may only take place after agreement in writing with Venus, one hour before the start and one hour after the end of the daily opening hours.

German laws, including provisions on the protection of minors and the German Penal Code, in particular the provisions of sections 182 to 184 I of the German Criminal Code (StGB), must be observed at all times.

This means, among other things, that it is not permitted to distribute, exhibit, display, show, or otherwise make available or supply, keep in stock, offer, announce, or advertise pornographic writings, sound or image carriers, images, and other depictions that involve violence, the sexual abuse of children, or sexual acts by humans with animals. In the event of an infringement, the criminal investigation department will be notified and criminal charges will be filed.

In the case of simulations of sexual activity it must be ensured that the primary genitals are clothed. Outside the stand, the exhibitor is also responsible for ensuring that the persons acting on their behalf are clothed, so that no primary genitals are visible.

Representations of sexual gray areas, such as urolagnia or coprophilia must not be placed outside of the public areas.

Closed massage areas or similar facilities are not permitted.

In the event of infringements and/or punishable acts, the organizer is entitled to close the stand and ban the exhibitor and their employees from the grounds. In such a case, the stand prices and all additional services ordered must also be paid in full. In addition, the exhibitor is obliged to pay the administrative and other legal costs required to prevent criminal acts, amounting to 100% of the agreed stand rent, but no less than €1000 plus VAT at the statutory rate, as damages.

15.2. Exclusion

Venus may require the removal of exhibits that prove or could prove to be prohibited, a nuisance, or a hazard, or which are incompatible with the purpose of the event. Venus will assess this issue at its own reasonable discretion. If the request is not complied with, Venus will remove the exhibits at the exhibitor's expense without judicial assistance.

15.3. Direct sales

The acceptance of orders from resellers is not subject to any restrictions or charges. Direct sales and delivery at the trade fair are also permitted.

15.4. Programm

If an exhibitor wishes to present a program at this stand, e.g. special shows, image, and/or sound, this requires prior agreement with Venus. All performances of image and sound shows, as well as live events, are subject to the approval of Venus. The application for approval must contain a specific description of the planned program. If the program is subject to a charge, the estimated prices to be charged to visitors must be stated. There is no entitlement to approval of the program after the exhibitor contract has been concluded. Refusal of approval does not constitute grounds for withdrawal from the exhibitor contract and does not give rise to any further claims on the part of the exhibitor.

In the case of all presentations at a stand, it must be ensured that the type of presentation does not contradict the purpose of the trade fair with regard to a positive publicity effect.



For all events, it must be ensured that the public can be accommodated on the stand floor spaces in order to avoid disturbing other exhibitors.

The Venus sound concept must be adhered to without fail. The volume for demonstrations during the trade fair must be such that adjacent exhibitors are not disturbed by the demonstrations. Under no circumstances may it exceed 75 db (A) at the stand boundary. The loudspeakers must be aligned during the shows in such a way that the front of the speakers is directed toward the center of the exhibitor's own floor space and not in the direction of the stand immediately adjacent.

These shows may only be held at times appointed by Venus to allow for reasonable coordination with the shows of other exhibitors.

If the size of the stand is insufficient, the exhibitor has the right to place these performances on the show stage by prior arrangement. Venus expressly reserves the right of admission. The exhibitor has no claims to specific time placements. The registration of shows and performances must be received at least four weeks before the start of the trade fair. The submission of suitable documentation on form and content is mandatory for the assessment. This can be done in the form of a demo version or suitable visual material with enclosed stage directions.

All materials to be used for the promotion must be received by Venus no later than two weeks before the start of the trade fair. Otherwise, use can no longer be guaranteed.

15.5. Press conferences

Press conferences or similar events outside the official opening hours are only possible if the event has been registered with Venus and approved in writing by Venus. The exhibitor will bear the costs incurred by security precautions (e.g. stewards, etc.). There is no entitlement to approval. Events outside opening hours are subject to the provisions of Messe Berlin GmbH as well as to the provisions of public law.

15.6. Intellectual property rights

Venus expects exhibitors to respect the industrial property rights of other exhibitors. It reserves the right to take action in the event of infringement and to refuse admission to future events. This provision does not create an obligation on the part of Venus to take action against infringements of industrial property rights.

Copyright and other industrial property rights to the exhibitor's own exhibits shall be secured by the exhibitor for themselves. The exhibitor should obtain legal advice at their own expense on the laws applicable to this in Germany (in particular the Design Act). By exhibiting the products, the exhibitor warrants that it is entitled to exhibit and sell the respective design and to permit visual and audio recordings as well as drawings for it. Liability claims against Venus cannot be asserted under any circumstances.

15.7. Stand personnel

The stand must be properly equipped and staffed with competent personnel for the entire duration of the trade fair during the opening hours in accordance with Clause 2.

16. Liability, insurance

The strict liability of Venus Berlin GmbH for initial defects of the rented object (guarantee liability) is excluded. Venus Berlin GmbH has unlimited liability for intent and gross negligence as well as culpable infringement of essential contractual obligations. In all other respects, Venus Berlin GmbH's liability for damage caused as a result of slight negligence on the part of Venus Berlin GmbH or its agents or vicarious agents is excluded.

The limitations of liability under paragraph 1 do not apply in the case of liability for the absence of warranted characteristics, liability under the Product Liability Act (Produkthaftungsgesetz) or liability for injury to life, limb, or health.

The exhibitor is liable in accordance with general rules. It is recommended that exhibitor insurance be taken out. All claims of the exhibitor will become time-barred if they are not registered with Venus within four weeks. The general limitation period for claims by the exhibitor will be reduced to one year after registration of the claims.

17. Withdrawal from the contract

17.1. Withdrawal by the exhibitor

If an exhibitor withdraws from the contract without a legal reason for withdrawal or does not participate in the event, the following regulation will apply:

- a) If Venus is unable to re-let the stand, the stand rent and all other agreed costs of the contract will be borne in full by the exhibitor.
- b) Even if the stand is re-let, Venus is entitled to the following claim against the original exhibitor: In the event of cancellation from 4-0 weeks before the start of the trade fair, 100% of the rental fee, cancellation from 8-4 weeks before the start of the trade fair, 75%, otherwise 50% of the rental fee. Any costs already incurred at the instigation of the exhibitor will be reimbursed to Venus.

This provision will also apply in the event that the exhibitor's withdrawal or non-participation is due to force majeure.

17.2. Withdrawal of Venus Berlin GmbH

Venus is entitled to withdraw from the contract if,

- a) at Venus' reasonable discretion, the conditions for acceptance of the stand application were not met in full or in part at the time of the stand application, or have subsequently ceased to exist, or
- b) objects other than those compatible with the trade fair are exhibited, in particular pornography in breach of sections 182 to 184 I StGB (German Penal Code), or



c) the exhibitor is found to be a hazard, a nuisance, or unsuitable for the fair, the trade fair visitors or positive media coverage, or

d) full payment under the contract has not been received by no later than the date specified in the invoice(s) and the exhibitor fails to pay even after a further payment period of three working days has expired, or

e) non-occupation of the stand: If the stand is not, or not identifiably, occupied in good time, i.e. within the time limits set out in Clause 8, before the official opening; or

f) insolvency of the exhibitor has occurred or an application for insolvency has been filed or criminal proceedings have been instituted against or a conviction has been passed for provisions of sections 182 to 184 I of the German Penal Code (StGB). The exhibitor must inform Venus Berlin GmbH of the occurrence of such events without delay.

Insofar as it is within Venus' reasonable discretion, Venus may set the exhibitor a reasonable deadline to remedy a situation that is contrary to the contract. If this request is not complied with, the stand and the exhibits will be removed by Venus at the exhibitor's expense.

Claims for damages on the part of the exhibitor are excluded in all cases.

In the event of the aforementioned reasons for withdrawal in 17.2, the stand rent and all additional services ordered must be paid in full. In addition, the exhibitor is obliged to pay the administrative and other legal costs required to prevent criminal acts, amounting to 100% of the agreed stand rent, but no less than €1000 plus VAT at the statutory rate, as damages.

18. Cancellation of the trade fair event

18.1. Cancellation of the event

If Venus Berlin GmbH is unable to stage the event due to circumstances for which neither it nor the exhibitor is responsible, it will be entitled to withdraw from this contract.

Venus is also entitled to withdraw from the contract if an economically insufficient number of visitors is to be expected or if the authorities prohibit the event in full or in part, or if it is not possible to obtain the necessary permit within an economically justifiable framework. The question of economic conditions will be determined by Venus at its reasonable discretion.

Reciprocal claims due to withdrawal in accordance with Clause 18 are excluded, with the following exception.

Venus Berlin GmbH may charge the exhibitor for work commissioned from it in the amount of the costs incurred if the result of the work is usable for the exhibitor.

18.2. Making up for the event

If Venus Berlin GmbH is in a position to hold the event at a later date it must inform the exhibitor accordingly without delay. The exhibitor will continue to be bound by the original contract, but will be entitled to withdraw from the contract at the amended time within one week of receipt of this notification.

If this reason for withdrawal is exercised, Venus' claim to payment of the stand rent will lapse.

Venus Berlin GmbH may charge the exhibitor for work commissioned from it in the amount of the costs incurred if the result of the work is usable for the exhibitor or if the postponement is less than seven working days.

18.3. Commenced event

Venus Berlin GmbH may shorten an event that has started and terminate the trade fair on account of a circumstance referred to in Clause 18. Counterclaims due to a shortening are excluded, with the following exception. The exhibitor is entitled to a pro rata refund of the stand rent.

19. Photography, filming and drawing

Venus Berlin GmbH is entitled to take or have taken photographs, drawings and film and video recordings of the exhibition, the exhibition structures and stands and the exhibition objects and to use them for advertising or press publications without the exhibitor being able to object on any grounds. This also applies to recordings made directly by the press or television with the consent of Venus Berlin GmbH.

Each exhibitor is obliged to submit the original sample consent agreement for the storage and publication of photos and videos of all persons working on behalf of the exhibitor no later than 24 hours before the start of the trade fair. Each exhibitor declares their own agreement with their stand registration.

*The **sample consent agreement** can be found on the website.*

In the course of the event, photographs, film, video, and television recordings of the event, of trade fair participants and stands and of exhibits will be made by Venus Berlin GmbH and, with its consent, by the press and television. The recordings will be used free of charge in media publications and for Venus Berlin GmbH's own trade fair-related advertising, taking into account the German Art Copyright Act (right to one's own image).

Representatives of the press will be accredited by Venus Berlin GmbH at the trade fair.

All reports, photos, sound and film documents produced by the press must be submitted to Venus Berlin GmbH after publication. With the accreditation, the accredited individual agrees to the commercial use of the material by Venus. Claims in connection with the authorship of the produced photo, sound and image material expire with the accreditation; this does not affect the authorship with the originator.

Photography, filming, and drawing for commercial purposes are only permitted with the approval of Venus.

Apart from photographers who have been approved by Venus



and provided with the appropriate identification, only in-house photographers of the exhibiting company may be granted permission to take photographs. Corresponding applications – including for work at night time – must be sent to Venus at least one week before the start of the exhibition. Photographers are only permitted to enter neighboring stands with the agreement of the stand owners. There is no entitlement to accreditation or approval.

20. Advertising

20.1. Advertising space on the exhibition stand

The distribution of advertising material on the stand is only permitted for the exhibitor's own company, and only for the products it is exhibiting. Advertising for other companies is not permitted; in particular, any advertising for the manufacturer's customers is also prohibited. The affixing and distribution of printed advertising material or samples outside the rented stand and the lettering of hall walls are not permitted. This also applies mutatis mutandis to the distribution of printed beverage cups or cans, gas-filled balloons, or similar. Company advertising within the grounds (except on the stand itself) and in the immediate vicinity of the site is not permitted.

Unlawful advertising will be removed by Venus at the exhibitor's expense. Exhibitors are also liable for infringements by their co-exhibitors or companies additionally represented on the stand. Venus also has the right to prevent or remove announcements whose content, in its opinion, breaches legal regulations, as well as unauthorized advertising or advertising carried out without authorization, without consulting the exhibitor and without resorting to legal assistance. The costs for this will be borne by the exhibitor committing the breach. Venus' decision is final.

The external signage of the exhibition stand may only consist of the company name, the company brand, or the company emblem of the manufacturer. Any advertising, including for third parties, is not permitted within a defined fringe area within the catchment area of Messe Berlin on its own grounds. Retailer presentations within the stand area are not permitted.

Political advertising is not permitted in any case.

The exhibitor undertakes to refrain from comparative advertising, i.e. advertising referring to or mentioning products or services of competitors, in any form, both written and verbal, within the framework of the "VENUS" trade fair, in particular within their rented stand or other trade fair appearance, irrespective of whether the comparative advertising would be permissible within the meaning of subsection 6 of the Law Against Unfair Competition (UWG).

20.2. Advertising obligation and contractual penalty

The exhibitor undertakes to announce their participation in the trade fair on their website as well as on their social media platforms. This must be done 14 days after booking until the end of the trade fair.

The advertising banner and/or tags must be clearly visible on the website.

Contractual penalty

In the event of a deliberate culpable infringement of the obligation under 12.b, the exhibitor undertakes to pay a contractual penalty to Venus Berlin GmbH for each case of infringement. The contractual penalty is €1000 per day, up to a maximum of €4000. It will be forfeited for each day on which the exhibitor fails to announce its participation in the trade fair on at least one of their social media platforms or their website, to the exclusion of the continuation connection.

20.3. Rental of advertising space outside the stand

The exhibitor has the option of renting advertising space provided by Venus Berlin GmbH in cooperation with MB Capital Service GmbH. The rental prices depend on the respective type and size of the advertising space. The prices can be found in the currently valid version of Venus Berlin GmbH's price list for advertising opportunities and sponsoring.

*They are published on the website. **The general terms and conditions of business and rental for advertising space of MB Capital Services GmbH**, which are linked to and published on the website, apply. Production will not commence until the invoice has been issued and the full amount has been received in the Venus account specified in the invoice.*

20.4. Cancellation/Withdrawal

In the event of cancellation of the booking or parts of the booking in accordance with c) above, the respective full rental price as well as all production and installation costs incurred up to this point will become due immediately.

Venus may withdraw from the contract if the exhibitor does not participate in the Venus trade fair as an exhibitor – for whatever reason. In such case, however, the exhibitor remains obliged to pay the full rental prices and also pay for the production and installation services rendered.

20.5. Payment due date

Payment for the additional services will be made to one of the accounts specified on the invoice(s).

Invoices for all ancillary costs not calculated in advance will be issued at the latest after the end of the event.

The amounts are due upon invoicing. Invoices may be sent by email. The exhibitor will be considered in default five working days after receipt of the invoice, without the need for a reminder.

20.6. Print data

The print templates, in accordance with the technical data sheet, must be submitted by the time indicated on the Sponsoring Info sheet at the latest. If the exhibitor does not supply the required image material in accordance with the specifications by this time, timely production and installation cannot be guaranteed. The exhibitor is nevertheless obliged to pay the full rental prices and any ancillary costs.



20.7. Reference

By accepting the offer, the exhibitor agrees that MB Capital Services GmbH and Messe Berlin GmbH may use images of the booked advertising space/advertising opportunities for information, acquisition, advertising, and PR purposes in all media, including the Internet, without any time or space restrictions. By handing over the print templates, the exhibitor warrants that no third-party rights are breached in this respect and indemnifies Venus, MB Capital Services GmbH and Messe Berlin GmbH against all third-party claims. Where exhibitor and exhibitor are not identical, the exhibitor declares by accepting the offer that the customer's corresponding declarations of consent/assurances mentioned above are present and indemnifies Venus, MB Capital Services GmbH, and Messe Berlin GmbH against all claims by third parties, including the exhibitor.

21. Official permits, legal provisions

In principle, the exhibitor must obtain official permits for their stand.

At their own expense, they must comply with the provisions of trade law, police law, health law, and other legal provisions, including the "Law on Technical Work Materials" (Gesetz über technische Arbeitsmittel). Venus does not guarantee that the regulations brought to its attention are complete. It is each exhibitor's own responsibility to keep themselves informed – and to do so for the duration of the event.

The public performance/playback of copyrighted music by means of records, plates, cassettes, tapes, video tapes, or other sound or audio-visual equipment, along with musical performances, requires the approval of GEMA and/or GÜFA; the exhibitor is responsible for obtaining such approval and the associated costs.

The exhibitor thereby also undertakes to comply with the labor, trade and safety regulations, in particular relating to fire protection (see Clauses 8 and 9), accident prevention, company designation, and pricing.

22. Regulations

22.1. House rules

During the event, the exhibitor is subject to the house rules of Venus Berlin GmbH and Messe Berlin throughout the entire grounds. The instructions of its employees, in particular those of management, must be obeyed.

22.2. Access to the exhibition grounds

During the event, vehicles that do not have a permit or parking ticket inside the inner grounds are not authorized to enter the inner grounds.

22.3. Leaving the grounds

Within one hour of the end of the daily opening time for visitors, exhibitors and accompanying persons must leave the halls and vacate the grounds of vehicles. If individuals wish to leave the

exhibition with parcels, they must prove their authorization to do so at the exit control.

22.4. Other

Animals must never be brought onto the exhibition grounds. Water required for the treatment of foodstuffs and for the cleaning of consumer goods that come into direct contact with foodstuffs may only be taken from hygienic water taps. The withdrawal of this water from toilet rooms is prohibited. Smoking is prohibited throughout the exhibition grounds.

22.5. Environmental protection

The exhibitor is obliged to behave in an environmentally friendly manner. In doing so, it must also observe the Messe Berlin environmental guidelines.

23. Catering

Catering services may only be provided by Capital Catering GmbH, Messedamm 22, 14055 Berlin.

24. Landlord's lien

In order to secure all claims arising from the contract or other legal grounds against the exhibitor, the parties agree that Venus has and may exercise a landlord's lien. To this end, it may take possession of the exhibited goods (pledged goods), as well as sell the pledged goods by private contract after giving written notice; section 373 paragraph 5 German Commercial Code (HGB) will apply. Venus Berlin GmbH will only be liable for damage to the pledged goods in the event of intent or gross negligence.

25. Complete trade fair construction offers (if ordered)

a) Offer, offer documents, and draft documents

1. The depictions and prices on the website and in the stand registration are subject to change and will only be accepted by Venus upon invoicing.

2. If offers are prepared in accordance with the exhibitor's specifications and not according to the standard models, Venus will not assume any liability for the correctness of the information and documents received, unless its incorrectness and unsuitability are not recognized due to intent or gross negligence.

3. Offers, plans, drafts, drawings, production, and assembly documents as well as descriptions of event concepts remain the property of Venus with all rights, even if they have been handed over to the exhibitor, unless expressly agreed otherwise in writing.

b) If the start, progress, or completion of the work is delayed for reasons for which the exhibitor is responsible, Venus will be entitled to charge separately for the additional expenditure incurred as a result.

c) Services not estimated at the time of conclusion of contract and which are carried out at the request of the exhibitor, or additional expenses caused by incorrect information provided by the exhibitor, will be charged to the exhibitor additionally at Venus' reasonable discretion.



d) Services and procurements carried out for the exhibitor at the exhibitor's request in connection with the planning and implementation of the exhibitor's participation in the exhibition will be charged separately.

e) Delivery time and assembly

1. The service will be completed at the beginning of the trade fair.
2. Any changes or alterations made to the execution by the exhibitor after conclusion of contract or any delayed payment will render even firmly agreed execution/delivery dates non-binding. The same applies to hindrances for which Venus is not responsible, in particular to the exhibitor's failure to provide documents and materials on time.
3. If disruptions for which Venus is not responsible occur in the business operations of Venus or its suppliers or subcontractors, in particular cases of force majeure, strike, and lockout, which are based on an unforeseeable event for which Venus is not responsible and which lead to serious operational disruptions, the delivery/completion period will be extended accordingly. If fulfillment of the contract becomes impossible due to the aforementioned disruptions, both parties will be entitled to withdraw from the contract. In this case, Venus will be entitled to remuneration for the services rendered up until that point, whereby the services rendered also include claims of third parties that have been commissioned by Venus in reliance on the execution of the order. Further claims for damages are excluded in respect of both parties.

f) Parts belonging to the exhibitor that are to be used in the production or assembly must be delivered to the exhibition grounds on the agreed date.
Unless agreed otherwise, all risk will pass to the exhibitor when the stand is made available to the exhibitor, even if this is done prematurely.

g) Acceptance/Handover

Acceptance is implied by the transfer of possession. The exhibitor undertakes to take possession of the stand themselves or through a representative on the day of the start of the trade fair. Individuals who appear to take possession of the stand will be deemed to be authorized in relation to Venus. Handover on the day before the start of the trade fair is reasonable.

h) Any outstanding partial services or notified defects will be made up for good or remedied as soon as possible after handover. Insofar as they do not significantly impair the function of the exhibition stand, they do not entitle the exhibitor to refuse acceptance or to reduce the remuneration for the work.

i) Warranty

In principle, the exhibitor may initially only demand supplementary performance in the form of rectification of defects. The manner of appropriate rectification will be at Venus' discretion. Further claims, in particular claims for reduction or withdrawal from the contract, may be asserted by the exhibitor if two attempts at rectification due to the same defect have been unsuccessful. Man-

ufacture and warranty do not extend to reasonable deviations in shape, dimensions, color, and quality of the material. The exhibitor is obliged to give notification of any defects without delay.

If notification of defects is not given without delay, or if no reservations were made at the time of acceptance due to known defects, the warranty claims will lapse completely.

Warranty claims will also lapse if the exhibitor themselves makes changes or makes it difficult or impossible to identify and rectify the defects, which is regularly the case in the event of a notification of defects after the end of the trade fair for defects that occurred or became known during the trade fair.

j) Claims for defects and damages arising from the procurement of supplies and services from external companies on behalf of the exhibitor are excluded, unless Venus has breached its duty of care in the selection of the external companies.

k) Venus is not liable for the exhibitor's goods unless safekeeping has been expressly agreed in writing and Venus can be accused of intent or gross negligence.

l) Claims for compensation for damage of any kind whatsoever, including such damage that has not occurred to the delivery item itself, e.g. from delay or breach of duty, will be excluded, insofar as the damage has not been caused by intentional or grossly negligent action and insofar as the exclusion of claims for compensation does not frustrate or jeopardize fulfillment of the contract. Limitation of liability applies to the same extent to our vicarious agents and assistants. Claims for damages arising from injury to life, limb, and health, as well as claims under the Product Liability Act, remain unaffected by this.

If the exhibitor provides materials or documents for the manufacture of the subject matter of the contract, the exhibitor will guarantee that the manufacture and delivery of the work carried out in accordance with their documents does not breach any third-party industrial property rights. Venus is not obliged to check whether the information and documents handed over by the exhibitor for manufacture and delivery breach any third-party industrial property rights. The exhibitor undertakes to immediately indemnify Venus against all possible claims for damages by third parties and to pay for any damages resulting from a breach of industrial property rights. Remuneration for work will be paid upon conclusion of the contract. Unless agreed otherwise, invoiced amounts will be due for payment immediately upon receipt of the invoice. Deductions of any kind are excluded; delivery and assignment of services to the subcontractor by Venus will only take place after the invoice has been issued and the full amount has been received in the Venus account specified in the invoice.

Insofar as no special provisions are made in subsection 25, the entire General Terms and Conditions will also apply to the services rendered by Venus in accordance with Clause 25.



26. Final provisions

a) It is pointed out that within the framework of the business relations or in connection with them, personal data, regardless of whether it originates from the exhibitor themselves or from third parties, will be processed within the meaning of the Federal Data Protection Act.

*The **privacy policy** is published on the website venus-berlin.com.*

b) The assignment of claims against Venus Berlin GmbH is excluded.

c) The offsetting of claims is only permitted with undisputed or legally established counterclaims.

d) Deviations from the content of this contract, as well as ancillary agreements, are only legally binding if they have been confirmed in writing by Venus Berlin GmbH.

e) The place of performance and place of jurisdiction for both parties is Berlin, and the application of German law is agreed, provided that the exhibitor is a registered trader.

f) The exhibitor expressly declares that it has taken note of these terms and conditions, as well as the other regulations linked on the Venus website, and acknowledges them by signing the stand registration.

g) Should individual points of this contract be or become legally invalid, this will not affect the validity of the remaining contract. The invalid or invalidated provision will be replaced by the provision of the HGB) or the German Civil Code (BGB) that comes closest to the intention of the invalid or invalidated provision.

h) Insofar as the English version of the General Terms and Conditions is published in addition to the German version, the German versions will apply exclusively in the event of deviations or questions of interpretation.

