

CONDITIONS OF PARTICIPATION

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NAME OF EVENT

„TECHNO-CLASSICA ESSEN 2022“/ „TECHNO-COLLECTA ESSEN 2022“

2

PROMOTION AND ORGANISATION

S.I.H.A. AUSSTELLUNGEN PROMOTION GMBH
Kaiserstr. 100, 52134 Herzogenrath

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VENUE

MESSE ESSEN, Exhibition ground at Grugapark, Messeplatz 1, D-45131 Essen

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EXHIBITION DATES AND TIMES OF OPENING

Wednesday	23.03.2022	1 p.m. – 8 p.m.
Happy View Day / Preview		
Thursday	24.03.2022	9 a.m. – 6 p.m.
Friday	25.03.2022	9 a.m. – 7 p.m.
Saturday	26.03.2022	9 a.m. – 6 p.m.
Sunday	27.03.2022	9 a.m. – 6 p.m.
Techno-Collecta Essen Open-Air:		
Saturday	26.03.2022	9 a.m. – 6 p.m.
Sunday	27.03.2022	9 a.m. – 6 p.m.

STAND ASSEMBLY AND DISMANTLING TIMES

Assembly:	Monday	21.03.2022	9 a.m. – 6 p.m.
	Tuesday	22.03.2022	8 a.m. – 8 p.m.
	Wednesday	23.03.2022	7 a.m. – 12 p.m.
Techno-Classica Essen Open-Air Assembly:			
	Wednesday	23.03.2022	10 a.m. – 12 p.m.
Techno-Collecta Essen Open-Air Assembly:			
	Friday	25.03.2022	12 a.m. – 6 p.m.
Dismantling:	Sunday	27.03.2022	from 7 p.m.
	Monday	28.03.2022	8 a.m. – 6 p.m.
	Tuesday	29.03.2022	9 a.m. – 2 p.m.
Techno-Classica Essen Open-Air Dismantling:			
	Sunday	27.03.2022	6.15 p.m. – 7 p.m.
Techno-Collecta Essen Open-Air Dismantling:			
	Sunday	27.03.2022	6.15 p.m. – 7 p.m.

Earlier setting-up times have to be requested in writing and are subject to costs!

GUIDELINES FOR THE BUILD-UP

For a constant increase in security for exhibitors at Techno-Classica Essen, assembly-wristbands must be visibly worn on the wrist. Thus it is ensured that only entitled persons receive entry to the exhibition grounds.

During the build-up of Techno-Classica Essen the access controls are intensified and only exhibitors and suppliers wearing wristbands will gain admission to the exhibition grounds. We ask you therefore to order for your company, your suppliers and any other of your working persons the necessary number of wristbands on the attached form.

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EXHIBITORS FEES

- For exhibitors offering used spare parts: Per standard size stand, without walls, 3,60 mtr. front x 2,0 mtr. depth: € 400,- per stand.
- For exhibitors offering for new parts – original or reproduced, original old literature, automobilia, original old deko objects, nostalgic collectable items, etc.: Stand area € 80,- per m².
- For exhibitors offering models, maintenance materials, oil, tools, restoration material new or reproduced literature, watches, art, clothing, services, Event Promoter, museums, decorations, pin badges, reproduced deko objects and accessories. € 90,- per m². Publishers, promotion companies and others: m² prices on request.
- For exhibitors selling Classic- and Vintage Cars, Prestige Automobiles, motorcycles, boats, airplanes and for exhibitors engaged in vehicle restoration activities: € 85,- per m².
- Vehicle sales spaces for professional sellers in the hall: € 550,- per vehicle.
Techno-Classica Open-Air:
Car sales spaces for professional sellers in the bargain market:
€ 450,- per vehicle in the outside area.
- Vehicle sales spaces for private sellers in the hall: € 450,- per vehicle.
Techno-Classica Open-Air:
Car sales spaces for private sellers in the bargain market:
€ 350,- per vehicle in the outside area.
- Stands for clubs are free of charge. Additional costs for services etc. are the responsibility of the club.

All stand rental, service costs, etc. are exclusive of V AT and will be charged in addition at the rate pertaining at the time of delivery and performance by the organiser.

For stand areas exceeding 7 m², you will correspondingly be provided with exhibitor's tickets free of charge.

The range of services includes free participation in the buffet for the Exhibitors Evening, if this can take place.

EXHIBITOR SERVICE

The exhibitor service contains all necessary purchase order forms for services, building and equipping your stand. "The terms of delivery and business" as well as the "technical guidelines" can be seen on the Internet. You receive a confirmation for all service orders of the Messe Essen from them. Various services (depending on the hall, roof structures, fire sprinklers, security, telecommunications connections, water connections, etc.) can only be ordered at the Messe Essen service website and they are implemented exclusively by service partners of the Messe Essen. We advise taking out exhibition insurance.

For questions, our service team and the service team of the Messe Essen are gladly at your disposal. In order to guarantee execution within the prescribed period of the different service partners, we ask for the return of all orders to us or the Messe Essen **by 9th February 2022**. With services ordered after 9th February 2022 a surcharge of 20 % will be added. We ask you therefore to send service orders promptly to us and/or the Messe Essen.

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REGISTRATION/APPLICATION

Exhibitors can register by filling out and signing the front page and returning it to the event organiser before the registration deadline.

Any co-exhibitors must be entered in the registration form. A signed registration form is an indication of the exhibitor's recognition that the conditions for participation are binding for that exhibitor.

He must therefore ensure that all those working for him and his eventual co-exhibitors at the event and any other assistants heed the conditions and guidelines.

We do not recognise conditions to the contrary on behalf of the exhibitor – unless there exists express written consent to their validity. Our conditions for participation remain valid even when we execute the agreement unconditionally with full knowledge of conditions which are contrary to or deviate from our conditions for participation.

BILLING DATAS

Please enter your billing data in your application which we urgently need for correct handling of your application. Should the exhibitor wish to have an invoice reissued (i.e. due to a change of the name, legal form/address or if the exhibitor's value-added tax was missing due to belated notification of the VAT-ID number etc.), the exhibitor is bound to pay a fee of EUR 50.00 plus VAT of each invoice amendment.

REGISTRATION FEE

A registration fee of €50.00 net each for the registering exhibitor and for each of his co-exhibitors is due upon registration. A corresponding invoice will be sent after receipt of the registration. In the event of non-payment of the registration fee, the organiser shall refrain from processing the registration. **The exhibitor shall nevertheless remain obliged to pay, even if his registration is cancelled.** However, if after payment of the registration fee the exhibitor cancels the registration with the consent of the organiser prior to admission, the registration fee paid shall be forfeited; there shall be no entitlement to a refund. The registration fee will be refunded in the event of non-admission. If the invoice amount is not paid by the due date after admission and invoicing, or if the exhibitor cancels the registration after admission, the registration fee paid shall be forfeited; there shall be no entitlement to a refund. Exhibitors registered in the registration form under section 5.7 are not liable for the registration fee.

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ADMISSION

The event organiser decides if the exhibitor and all registered exhibition objects are to be admitted to the events and with this decision, determines if the exhibitor's product range is to be accepted. This is indicated by means of a written confirmation of admission sent to the registering exhibitor. The registering exhibitor is bound to his registration for 4 weeks.

The event organiser may, for reasons of practicality, decide to exclude certain exhibitors from participation, especially if there proves to be insufficient exhibition space. In addition, the organiser can also restrict the event to certain groups of exhibitors and suppliers if it is considered necessary to do so for the purposes of the event. He may also, for reasons of practicality, limit the number of objects registered for exhibition or modify the amount of space agreed upon.

The admission is only valid for the objects which have been registered for exhibition, and for the exhibitors and exhibit space specified in the exhibit confirmation.

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CONDITIONS AND TERMS OF PAYMENT

All invoices relating to stand rental payments issued by S.I.H.A. shall be paid without any deductions, by the dates stated on the invoice. The exhibitor cannot occupy the stand until he has paid the stand rental invoice. The possibility of occupying the stand before the payment has been received by the organiser does not exist. Payment in advance is thus agreed upon. Furthermore, we draw attention to the fact that the customer gets into default at the latest, when he does not complete payment within thirty days after

CONDITIONS OF PARTICIPATION

the due date and receipt of an invoice (§ 286 paragraph 3 of the German Civil Code). Bills for miscellaneous services or for supplies ordered separately are due at the time the services were rendered or the supplies provided, by the date of invoice at the latest. If we have not received the payment by the due date and after one reminder we are entitled according to the agreed conditions of participation, but not obliged, to let the stand to another exhibitor. There is no need for a further communication to be sent to the exhibitor. In this case the payment obligation of the exhibitor shall, however, continue to exist, insofar as the lease was not completed successfully and the payment was not made by the new exhibitor for the same amount, to which the original exhibitor had contracted himself to us. Further damage claims remain reserved towards the exhibitor.

To ensure that this requirement is met, the event organiser reserves the right to exercise his legal landlord's lien on all of the exhibitor's objects for exhibition and other equipment in the exhibition space, insofar as these objects are owned or conditionally owned by the exhibitor.

The event organiser reserves the right to realise the value of the seized goods by means of direct sale, after previously sending a written announcement of such to the exhibitor's last-known address.

The event organiser will not assume any liability for damages incurred to the seized goods – except in the case of specific intent or gross negligence.

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WITHDRAWAL AND NON-PARTICIPATION

After the admission has been granted, the exhibitor must, except for item 10, pay the full rental fee to the event organiser, even if he decides to withdraw from the agreement or not to participate in the event. In such a case, the event organiser also reserves the right to exercise a claim for damages against the exhibitor. If the event organiser succeeds in renting out the exhibition space to another party, he can demand from the original exhibitor withdrawing from the agreement a flat payment to cover the claim for damages, amounting to 25 % of the exhibition space rental fee specified in the bill, for the purpose of providing compensation for expenses incurred and the extra effort required to rent out the space again. The exhibitor withdrawing from or not participating in the event reserves the right to prove that the actual damages incurred by the event organiser are lower than the flat payment.

The event organiser is permitted to reverse the admission (cancel the agreement) and rent out the exhibition space to another party if

- a) the rented exhibition space is not recognisably occupied 24 hours before the trade fair is to open at the latest;
- b) the exhibitor fails to meet a second deadline of 2 weeks after the first deadline, if he has failed to pay the rental fee for the exhibition space by the original deadline set;
- c) the event organiser is subsequently made aware of reasons why the exhibitor should not be admitted, if these reasons would have been sufficient to justify non-admission of the exhibitor in the first place;
- d) the event organiser's domestic authority is violated,
- e) the registering person himself provides another important reason for cancellation.

In these cases as well, the event organiser reserves the right to exercise a claim for damages against the exhibitor. In addition, the exhibitor is required to pay the rental fee for the exhibition space in full if the event organiser has a justified reason to cancel the agreement.

The event organiser can require the exhibitor to remove any objects from the exhibition space which were not included in the registration, or if he finds them a nuisance or danger or in any other way unsuitable for the operation of the trade fair. If this request is not met with full cooperation on the part of the exhibitor, the event organiser is permitted to remove the above-mentioned objects without any warning at the cost of the exhibitor.

In this case, the regulations for payment of the rental fee and claim for damages described in the previous paragraph are valid.

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OTHER CIRCUMSTANCES

(1) The Organiser shall be entitled to relocate the Fair for good cause, to shorten its duration, to close it temporarily or to cancel it altogether. In particular, cases of force majeure shall be deemed to be an important reason in this sense, to which the parties expressly also include the case that the fair may not be held at all due to official requirements in the course of the Corona pandemic, or only under considerable restrictions, for example in connection with the requirements to be met for hygiene regulations.

(2) The organiser is obliged to inform the exhibitor immediately in written form if the trade fair is relocated, shortened in duration, temporarily closed or cancelled altogether in accordance with para. 1.

(3) If the organiser relocates, shortens or temporarily closes the trade fair in whole or in part in accordance with para. 1, this contract shall be deemed to have been satisfied for the changed period, unless the exhibitor objects to the change in written form to the organiser immediately after the latter has been notified.

(4) In the event of cancellation of the trade fair by the organiser in accordance with para. 1, the mutual obligations to perform shall lapse; the organiser shall refund to the exhibitor any payments already made by the exhibitor insofar as the organiser has not yet rendered the consideration owed for the exhibitor's performance. If the trade fair is relocated in accordance with paragraph 1, the agreed prices and the mutual obligations to perform shall continue to apply for the changed period. If the organiser has to shorten or close an event that has already begun in accordance with para. 1, the exhibitor shall be entitled to a refund of the stand rental in the amount of the proportion corresponding to the ratio of stand usage time and downtime. Any further claims by the exhibitor or registrant, e.g. for damages, are excluded.

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OPERATING FACILITIES

Telephone, electricity and water connections are available to the exhibitor in the exhibition halls on request. Only contract companies authorized by the organiser may connect the exhibitor, and at his costs.

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DUTY TO ENSURE SAFETY, PROTECTION AGAINST ACCIDENTS

The exhibitor is exclusively responsible for the obligation to safeguard traffic for the exhibition space he has rented; the exhibitor is therefore responsible for any damages incurred to a third party in his exhibition space.

The exhibition object must suit the overall plan and image of the exhibition. The event organiser reserves the right to forbid the construction of unsuitable or insufficiently equipped exhibits and modify these at the cost of the exhibitor. In such a case, the exhibitor remains obliged to pay the full rental fee.

The exhibit must be well-equipped and staffed by qualified personnel for the duration of the event and during all of the prescribed opening times. The construction of the exhibit must be completed by the final construction deadline at the latest, and the exhibit space cleared of packaging materials. The removal of exhibit goods and the taking down of exhibits is not permitted before the end of the event.

The name/company and address/office of the exhibitor must be displayed clearly in the exhibit space.

If the exhibitor wishes to exceed the set height limits for the exhibits, this must be approved by the event organiser. The same holds for the exhibition of particularly heavy exhibit objects, for which foundations or special devices are required.

After the end of the event, any basic construction material supplied by the event organiser is to be returned undamaged and the space returned to its original state. Compensation must be provided by the exhibitor for damages incurred due to improper handling or not reported immediately following their occurrence. Exhibition goods which are still located on the exhibition space after the deadline for taking down the exhibit has passed can be removed and stored at the cost of the exhibitor.

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INSURANCE, LIABILITY, SECURITY, CLEANING AND REMOVAL

General security for the trade fair and exhibition grounds is provided by those contracted to do so by the event organiser. The liability regulations explained in item 12 are not affected by the presence of general security personnel.

The exhibitor is strongly urged to arrange for the supervision of his exhibit and exhibit objects himself, and to prevent damages by means of suitable insurance protection. At night, any valuable, easily removable objects should be locked up.

The event organiser is not liable for the loss of any objects – except in the case of specific intent or gross negligence.

The promoters accept no liability in this matter, nor do they accept liability for damages which may be added to structural defects, rain etc. The promoters have taken out liability insurance for their legal liability. The exhibitor is included in this insurance policy, but only on a subsidiary basis with regard to his own liability insurance. The liability insurance covers exclusively third party damages. Persons on the stand employed by the exhibiting company are not included. Nor does insurance cover extend to exhibition catering facilities or special services not operated by the promoters.

All liability claims are to be reported promptly to the promoters. If the exhibitor wishes to have additional personnel for his exhibit space, then he must, at his own cost, make use of the security services contracted by the event organiser. The event organiser is responsible for the general cleaning of the grounds and hall corridors. The cleaning of the exhibit space is the responsibility of the exhibitor; it must be completed daily before the opening of the event. The exhibitor should make use of the cleaning company contracted by the event organiser. If the exhibitor chooses to use his own cleaning staff, their presence on the grounds is limited to one hour before and after the daily opening times for each event.

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MEDIA FLAT RATE

By registering, the exhibitor gives his/her consent to a company entry for him/herself and the co-exhibitor(s) in the official list of exhibitors. The compulsory entry includes the complete address (incl. telephone, fax, e-mail and website) in the directory. The costs for the compulsory entry amount to € 75 plus VAT and will be charged to the exhibitor by the organiser. Notifications of the details of the compulsory entry must be made by the deadlines stated in the letters requesting this information.

In the event of non-compliance with these deadlines and/or registration/admission after this deadline, compulsory entries will be made and charged for in the list of exhibitors according to the documents available. Only admitted exhibitors and co-exhibitors will be included in the list of exhibitors and goods.

The exhibitors registered in the application form under headings 6 and 7 are not subject to compulsory registration. Clubs and associations registered under heading 7 will receive their club/association name and stand number free of charge as an entry. All other desired entries must be ordered for a fee. Exhibitors will be informed in detail about the further conditions of entry and insertion at a later date.

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DOMESTIC AUTHORITY, VIOLATIONS

The exhibitor is subject to the event organiser's domestic authority throughout the grounds for the duration of the event. The exhibitor must comply with directions from employees displaying legitimate identification.

The presence of exhibitors, their employees or contracted workers is limited to one hour before and after the daily opening times of the event. Other stands must not be visited outside of regular opening times without the permission of the exhibit owner. If there are any violations of these conditions or of the directions given in relation to domestic authority or by the directors of the trade fair, the event organiser has the right, if the violation is not rectified on request, to shut down the exhibit immediately without any compensation, at the cost of the exhibitor and without any liability for damages incurred.

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DIRECT SALE

Direct sale is permitted. Catering facilities are only permitted by the caterer contractually engaged by the organiser.

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PHOTOGRAPHIC / FILM / VIDEO MATERIAL

Any advertising in the form of photographic, film or video material on the trade fair grounds is only permitted with the approval of persons authorised by the directors of the trade fair.

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ORAL AGREEMENTS

All arrangements individual permits and special provisions are legally valid only when confirmed in writing by the promoters.

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PLACE OF PERFORMANCE, PLACE OF JURISDICTION

The place of performance is the location where the event organiser's office is situated. This holds for the place of jurisdiction as well, if the renter is a merchant who has been registered as a merchant in the commercial register or is a legal person under public law, or does not have a general place of jurisdiction in the country.

The German text is legally binding.

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GENERAL CONDITIONS

The Messe Essen has householder's right for the exhibition centre in its entirety. House rules are valid during the exhibition.

Without accepting claims for damages the fair management is entitled to cancel the exhibition or to change its date, duration and/or opening hours. In case of cancellation the fair management will refund the rental charges, if already paid.

In the event of changing the date or the duration of the exhibition existing agreements are valid for the new date and the new duration. Submitted applications remain binding for the exhibitors.