



Deutsch-Polnische
Industrie- und Handelskammer
Polsko-Niemiecka Izba
Przemysłowo-Handlowa



Terms & Conditions for Participation in the AHK Industrial Suppliers Forum

Introduction

1. The Organiser of the AHK Industrial Suppliers Forum (hereafter referred as to the “ISF”) is the German-Polish Chamber of Industry and Commerce with its registered office at ul. Miodowa 14, 00-246 Warszawa (Poland), registered under the number (KRS 0000093438), hereafter referred as the “Organiser”.
2. The Partners of the ISF are the following German Chambers of Commerce Abroad (AHK):
 - German-Austrian Chamber of Industry and Commerce
 - German-Baltic Chamber of Commerce in Estonia, Latvia, Lithuania
 - German-Bulgarian Chamber of Industry and Commerce
 - German-Croatian Chamber of Industry and Commerce
 - German-Czech Chamber of Industry and Commerce
 - German-Italian Chamber of Industry and Commerce
 - German-Norwegian Chamber of Industry and Commerce
 - German-Romanian Chamber of Industry and Commerce
 - German-Slovak Chamber of Industry and Commerce
 - German-Slovenian Chamber of Industry and Commerce
 - German-Spanish Chamber of Industry and Commerce
 - German-Portuguese Chamber of Industry and Commerce

hereafter referred as the “Partners”.

3. The ISF is organised by creating a virtual space in the form of a trade fair hall along with a specific number of exposition stands, available for everyone through the internet, with the use of a trade fair platform operated by Loyal Solutions Sp. z o.o.
4. Participation in the ISF is paid for by the Exhibitors and is free for visitors.
5. The visual exposition and any information regarding the ISF will be available on the website www.ahk-isf.com in accordance with the following schedule:

Virtual exposition - on November 19, 2020, from 8.00 to 18.00

1. Participation Agreement

1.1 An application for taking part in the ISF is made by filling out the complete registration form “AHK Industrial Suppliers Forum 19.11.2020/ Application/Exhibitors”. The registration forms are available on the website of the Organiser and the websites of the Partners.

1.2 With the registration online, the Exhibitor acknowledges these Terms & Conditions for Participation as binding. The validity of conflicting or supplementary general terms and

conditions of the business of the Exhibitor shall be excluded, even if these are not expressly contradicted.

1.3 The Participation Agreement between the Exhibitor and the Organiser takes effect once the Organiser has dispatched the stand confirmation. If the Exhibitor registers via the website of a Partner, the participation agreement is also concluded with the Organiser. However, in this case the Partner will invoice the services booked. The participation agreement is concluded exclusively between the organiser and the exhibitor. The partners are not involved in the participation agreement between the organiser and the exhibitor.

1.4 The communication between the Organiser and the Exhibitor will mainly be electronic. The electronic confirmation of the stand shall be communicated to the Exhibitor via email. The Exhibitor shall be responsible for checking the electronic mailbox regularly and ensuring that emails from the Organiser can be received. The stand confirmation shall be deemed delivered as soon as it is downloaded or viewed by the Exhibitor or its authorised representative.

2. Eligibility

2.1 The ISF is primarily intended for Suppliers of mechanical engineering, metal and plastic processing, electronic parts & components for industry, complementary goods and automation. Other industries are possible. The Organiser shall rule the eligibility of Exhibitors based on the compatibility of their range of exhibits with the product categories at the event. Products that do not match the product categories at the event may not be exhibited unless they are absolutely necessary for the presentation or functioning of the respective exhibit.

2.2 Exhibitors can only be companies within the meaning of Section 14 of the German Civil Code (BGB), i.e. natural or legal persons or partnerships with legal capacity, which act within the scope of their commercial or independent professional activity when concluding the agreement.

3. Virtual Stand

3.1 The Organiser offers Exhibitors the opportunity to participate in a virtual trade fair. For this purpose, the Exhibitor can rent a virtual exhibition stand. There, he can present his services and products using pictures, videos and texts. Furthermore, opportunities are offered to enter into direct contact and dialogue with visitors. The digital services will be made available to the Exhibitor by the Organiser for their usage under these conditions for the specified duration against payment of a rental fee.

3.2 The virtual exhibition stand is a web storage space on which the stand information is stored. It is accessible to visitors and can be viewed and accessed. In addition, the virtual exhibition stand can be used to establish contact for communication purposes. In the following, the term 'virtual exhibition stand' refers to the entirety of all services made available to the Exhibitor by the Organiser. The virtual exhibition stand is made available for a fixed price for the specified duration.

3.3 Any additional services like advertising in the virtual trade fair hall, provided by the Organiser, are also subject to these Rules of Participation. They shall be invoiced additionally on the basis of a separate agreement. If no remuneration has been agreed, the usual remuneration shall be deemed agreed.

Part of the agreement are services that result from these conditions and the corresponding content of the registration and confirmation.

3.4 The scope of the services may vary according to a stand's type that has been determined in advance. The stand type will be announced in a separate price and service overview. This will become part of the Exhibitor agreement upon registration and confirmation.

4. Allocation of the virtual stand

The Organiser shall allocate stand space in the virtual exposition hall in accordance with the compatibility of registered exhibits to a particular exhibition and/or specific topic, and is not obligated to fulfil requests for allocation of a particular virtual stand space.

5. Technical requirements and design of the virtual stands

5.1 The Exhibitor shall ensure at their own expense that they meet the technical requirements for their participation in the event. In particular, they shall ensure - if they have booked an online presentation - that they fulfil all requirements to hold their presentation within the scope of the web conferences punctually and technically error-free or to transmit it as a recording in due time. The Exhibitor will receive access data to be able to use the chat and video conferencing functions.

5.2 The stand will be designed by the Provider on the Trade Fair Platform on the basis of data transmitted by the Exhibitor. The Exhibitor will provide the Organiser with the necessary data for the implementation of the design of the stand by email.

5.3 For the purpose of launching and using the Trade Fair Platform, a computer connected to the Internet is needed, provided with the following browsers: Internet Explorer 7.0 and higher, Mozilla Firefox 25 or higher, Google Chrome 31.0 or higher.

5.4 The Organiser reserves the right to install cookies or other files of the same utility function in the Exhibitor's IT system.

5.5 The Exhibitor must fulfil the technical requirements and comply with the rules surrounding data protection in the interest of a functioning virtual exhibition. The Organiser reserves the right to make changes and additions concerning the technical platform and data protection. This applies in particular, if it ensures the technical stability of the functions of the exhibition and meets legal requirements.

5.6 If the Exhibitor does not comply with these conditions immediately after being requested to do so, the stand can be permanently closed or temporarily deactivated.

5.7 If the stand must be closed for the reasons mentioned above, there is no entitlement to reimbursement of the stand rent.

6. Stand design and goods/services

6.1 The Exhibitor must bindingly specify the goods or services offered by them in the registration form. In the event of significant changes to the Exhibitor's originally agreed exhibition offer, the Organiser shall be entitled to terminate the agreement and block the virtual exhibition stand during the event until the content has been corrected.

6.2 The Exhibitor shall in any case be obliged to notify the Organiser immediately in writing (fax or email) of any changes to the goods or services offered or exhibited by them at the event and to obtain written approval.

6.3 The Exhibitor shall ensure that the set-up and design of their stand and exhibits comply with legal, official, and other safety guidelines and provisions. In case of non-compliance, the Organiser may, at its discretion, limit the rights granted to the Exhibitor, especially the right to use the stand space. The Organiser may commit to promptly resolve the non-compliant situation at the expense of the Exhibitor and/or forbid continuance thereof, whereby the Organiser reserves the right to terminate the rental agreement without notice.

7. Use of the Exhibitor's content

7.1 The contents transmitted by the Exhibitor and the presentations held in the web conference at the ISF will be recorded by the Organiser and stored for the duration of the conference and made available for visitors and participants to access. The participant transfers to the Organiser an unlimited right, applicable to all types of media, to make these contents, recordings or parts of the recordings available to all visitors for an unlimited period of time. This also includes the right to offer the contents and in particular lectures individually or as a whole to third parties for a fee. An offer to third parties does not result in any obligation to pay remuneration.

7.2 The Exhibitor as a contractual partner shall ensure that they are in possession of the aforementioned rights. The Exhibitor shall obtain any consent from the employees or persons booked by them.

7.3 Insofar as the Organiser realises the exhibition stand and implements it technically and creatively or makes contributions to it, the Exhibitor shall have no claim to make these services and results available to him outside the exhibition or rights being granted to them.

8. Exhibitor's Duties

9.1 After receipt of payment of the full participation fee, the Organiser will start setting up the virtual exhibition stand. They shall submit the contents listed therein no later than 20 days before the start of the fair.

8.2 The obligations also apply to the submission of technical presentations. The Exhibitor confirms that they will provide the title and a short description of their specialist lectures, the time and duration, no later than 14 days before the start of the ISF. If the speaker slot is made available at a later date, the speaker slot may be withdrawn from the Exhibitor without affecting the rest of the Exhibitor Contract. Only in exceptional cases and after express agreement with the Organiser may the title, description and speaker be changed after the deadline for submission has passed.

8.3 The contents of the virtual exhibition stand (e.g.: texts, graphics, links, catalogue entries or conference announcements) are the responsibility of the Exhibitor. They shall ensure that the rights of third parties are not violated. They shall indemnify the Organiser against any claims of third parties arising from the execution of the order. The Organiser is not obliged to check entries and contents to see whether they infringe with the rights of third parties or whether they comply with competition law provisions.

8.4 Obligations of the Exhibitor are in particular,

- to take the necessary internal technical precautions and maintain security standards to prevent unauthorised persons from using the stand;
- not to use the virtual exhibition stand for purposes which are racist, discriminatory, endanger the protection of minors, politically extreme or otherwise illegal or in breach of official regulations or requirements;
- not to misuse the virtual exposition stand within the scope of the contractual relationship and/or the exchange of electronic messages possible by using it for the unsolicited sending of messages and information to third parties for advertising purposes.

Should third parties assert claims against the Organiser due to the legal inadmissibility of the entry, the Exhibitor shall indemnify the Organiser from all claims asserted against the Organiser upon first demand, including all costs of the necessary legal defence.

8.5 During the entire duration of the ISF, the Exhibitor undertakes to staff his virtual trade fair stand with at least one competent member of staff during the official opening hours and to answer enquiries from visitors directly during this time. The Organiser reserves the right to deactivate a participant's virtual trade fair stand in the event of non-compliance until the chat is supervised by the Exhibitor again.

9. Sales

Sale is only permitted to commercial resellers, commercial customers or bulk buyers. Sold goods may only be delivered after the end of the fair.

10. Availability of the ISF

11.1 The Organiser owes the agreed availability of the virtual trade fair stand at the ISF. The Organiser assures its Exhibitors that it will make every effort to ensure the most extensive availability of services. However, for technical reasons, the Organiser cannot 100% guarantee an uninterrupted availability of the advertisement.

10.2 If individual functions fail, the method and manner of remedying the defect shall be at the Organiser's reasonable discretion. Furthermore, the elimination of a defect can also take the form of instructions for action. The Exhibitor shall follow such instructions, unless this is unreasonable for them.

11. Terms of Payment

1.1 All prices quoted are net prices and do not include the statutory value added tax.

11.2 Invoices will be issued by the Organiser or Partner on whose website the Exhibitor has registered.

11.3 The Organiser shall be entitled to withdraw from the contract if the Exhibitor does not fulfil their essential contractual obligations, in particular if they fail to pay outstanding invoice amounts despite a reminder. In this case, the Exhibitor shall pay 75% of the stand rent.

12. Reservation of Rights

12.1 The Organiser reserves the right to reschedule, shorten in duration, cut short, interrupt, partially close or fully cancel the event in justified, exceptional situations. An exceptional situation justifying this type of measure is one in which there is a sufficient

basis in fact to conclude that running the event as planned or continuing it may result in the risk of bodily harm, death or significant property damage.

12.2 The Organiser can also exercise the rights reserved in clause 13.1 above if a material impairment of the event is likely as a result of force majeure or other exceptional circumstances, or if a government regulatory body orders or recommends that the event should be cancelled, cut short, rescheduled or shortened in duration.

12.3 The event Organiser is free to decide on the measures in clauses 13.1 and 13.2 at its own discretion in due consideration of the circumstances. In particular, when making its decision, the Organiser must consider the Exhibitors' interests in participating at the event as well as the economic consequences of cancelling, cutting short, interrupting, or shortening the event and weigh these against the risks that appear to justify such measure.

12.4 If the cause of cancellation is not attributable to the Organiser and the cancellation of the entire event is made less than four weeks before the scheduled start date, then the Exhibitor will remain liable to compensate the Organiser for its pre-event, preparatory costs by paying the Organiser 25% of the defined participation price. The Organiser will be released from all further contractual obligations and liabilities from the moment the cancellation was made.

12.5 If the event is rescheduled or shortened ahead of its originally scheduled start date, then the participation agreement will be deemed to apply to the new trade fair time and duration, unless the Exhibitor lodges a written objection with the Organiser without delay, that is, no later than two weeks following receipt of the notice of rescheduling or shortening. If such an objection against rescheduling is lodged, the Exhibitor must pay the Organiser a cost contribution equal to 25% of the participation price if notice of the rescheduling or relocation was given to the Exhibitor more than four weeks before the original start date of the event.

12.6 If the event is cut short (called off, shortened in duration), temporarily interrupted or partially closed after it has started or if it starts later than originally scheduled, the Exhibitor will nevertheless remain obligated to participate in the non-cancelled part of the event and pay the full participation price. In this case, the Organiser must pass on to the Exhibitor the appropriate share of the cost savings (saved expenses) it has made as a result of the cutting-short or closure of the event. All claims for compensation are hereby expressly excluded.

13. Cancellation of the event for commercial reasons

The Organiser reserves the right to cancel the event at its own equitable discretion and in due consideration of Exposition participants' (exhibitors and visitors) legitimate interests if commercial viability is unachievable for the event or if, based on a judicious, informed assessment of the circumstances, it is foreseeable that the number of confirmed, registered Exhibitors will be insufficient for the event to present the essential offerings — or at least a representative share thereof — of the industries covered by the event. In the event of such a cancellation, the Organiser or its Partner must refund any payments already made by the Exhibitor for services which have not yet been rendered at the time of cancellation. Cancellation will not give rise to any claims for compensation on the part of the Exhibitor, nor to claims for refunds of costs incurred by the Exhibitor in anticipation of the Exhibitor's participation at the event.

14. Liability

14.1 The Organiser shall be liable to the extent prescribed by law for damage claims arising from a breach of a contractual warranty set forth in the trade fair agreement, and for endangerment to life or bodily injury or health, and for damages arising from acts of intent or gross negligence on the part of the Organiser or its legal representatives or vicarious agents.

14.2 The Organiser shall not be liable for damages arising from inadvertent negligence on its part or that of legal representatives or vicarious agents, regardless of the legal nature of the claim. In particular, the Organiser shall not be liable for claims for the breach of the principle of good faith in contracting, neglect of duty, or claims of property damage or financial losses.

14.3 The liability exclusion pursuant to section 15.2 shall not govern the breach of any obligation whose fulfilment is a pre-requisite to properly execute the trade fair agreement, and whereby the Exhibitor would normally depend on compliance with such an obligation (material breach). Under these circumstances, the Organiser's liability shall be limited to damages that typically arise within the framework of the contract.

14.4 The Organiser assumes no liability for any faults or disruptions within the network for which it does not bear any responsibility.

14.5 The Organiser shall only bear liability for losses of data in line with the subsections above where such a loss would have been unavoidable even if appropriate backup measures had been taken by the Exhibitor.

14.6 The above-mentioned limitations on liability in 15.3 to 15.4 shall apply in favour of the Organiser's vicarious agents.

14.7 To the extent that there is any possibility that Exhibitors may be redirected to databases, websites, services etc. of third parties via the virtual exhibition platform e.g. as a result of the inclusion of links or hyperlinks, the Organiser shall not be liable either for the accessibility, existence or security of such databases or services or for the contents thereof. In particular, the Organiser shall bear no liability for the legal propriety, substantive correctness, completeness, timeliness etc. thereof.

15. Linking/Framing

15.1 We hereby expressly point out to the Exhibitors that it cannot be excluded that the trade fair presentations presented on our website may be copied, linked and/or additionally published by other internet providers with the help of frames, encoded as their own offer.

15.2 We will endeavour within the framework of technical and legal as well as reasonable possibilities to prevent the unauthorised presentation of trade fair appearances of the respective customer by third parties in the sense of paragraph 16.1. To this end, the Exhibitor shall now provide us with any declarations of consent that may be required. Should unauthorised copying, linking and/or framing within the meaning of paragraph 16.1 nevertheless occur, the Exhibitor cannot derive any claims against us from this unless we are responsible for and/or support the behaviour of the third party.

16. Data security and data protection

16.1 The parties shall observe the applicable data protection regulations, in particular those valid in Germany and in the European Union, and shall oblige their employees deployed in connection with the contract and its implementation to comply with them, insofar as they are not already generally obliged to do so.

16.2 If the Exhibitor collects, processes or uses personal data, they shall guarantee that they are entitled to do so in accordance with the applicable law, in particular data protection regulations and shall indemnify the Organiser against claims by third parties in the event of a breach. Insofar as the data to be processed is personal data, this is deemed to be order data processing and the Exhibitor shall comply with the legal requirements for order processing and instructions of the Exhibitor (e.g. to comply with the obligation to delete and block data). The instructions must be communicated within a reasonable time frame at least in text form.

16.3 The Exhibitor shall take the technical and organisational security precautions and measures in accordance with the statutory provisions. In particular, it shall protect the services and systems to which it has access and the application data and, if applicable, other data relating to the Exhibitor or the visitors stored on the server against unauthorised access, storage, modification or other unauthorised access or attacks - whether by technical measures, viruses or other harmful programs or data or by physical access - by third parties, regardless of how this occurs. To this end, it shall take the appropriate and customary measures required by the state of the art.

16.4 The Organiser will only collect and use data to the extent required for the execution of this contract. In addition, the Organiser may use data in anonymised form for general statistical evaluations. It must not be possible to draw conclusions about individual persons.

17. Applicable law, final provisions, place of jurisdiction

18.1 This contract and all obligations arising from it are subject to the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17.2 Any claims by the Exhibitor against the Organiser must be in writing (letter, email, fax), subject to a statute of limitations of 12 months from the end of the calendar year in which the claims arise. Any agreements that deviate from these or supplementary provisions must be in writing, whereby signatures by facsimile shall suffice.

17.3 Appendices in their currently valid version, i.e. signed by both parties, are an integral part of this contract. There are no collateral clauses outside this contract and its appendices. Amendments or additions to this contract and the annexes must at least be in text form to be effective. This also applies to the waiver of the text form requirement.

17.4 The possible invalidity of individual provisions of this contract shall not affect the validity of the remaining content of the contract.

If gaps arise in the practical application of this contract which the contractual partners have not provided for, or if the invalidity of a provision is legally established or both parties are in agreement, they shall undertake to fill or replace this gap or ineffective provision in a factual, reasonable manner oriented to the economic purpose of the contract.

17.5 Jurisdiction shall be in Berlin, Germany. The Organiser reserves the right to file its claims in a court at the Exhibitor's place of business.

