

SPECIAL TRADE FAIR & EXHIBITION CONDITIONS

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Special Exhibition Terms and Conditions

DOMIZIL 2024

1. Title of the event

Domizil 2024

2. Organiser & Organisation

The organiser is
Messe Husum & Congress GmbH & Co. KG
Am Messeplatz 12-18, 25813 Husum
Project management: Melina Mannebach-Nogueira
Phone: +49 4841 902-391

Hereinafter referred to as the **Organiser**

3. Location

Exhibition Centre (see above)

4. Closing date for registration

September 1, 2024

5. Exhibition date and opening hours

November 8-9, 2024 from 10.00 - 18.00
November 10, 2024 from 10.00 - 17.00

The opening hours for exhibitors during the event each day are two hours before/one hour after the official visitor opening hours. Outside these times, it is not permitted to stay on the exhibition grounds. Exceptions to this regulation require the written consent of the trade fair management.

6. Setting up hours

November 5, 2024	08.00 - 20.00
November 6, 2024	08.00 - 20.00
November 7, 2024	08.00 - 15.00

By arrangement, an earlier set-up may also be possible.
Please contact the technical exhibition management on +49 4841 902-109 to make arrangements.

7. Dismantling hours

November 10, 2024	17.00 - 22.00
November 11, 2024	08.00 - 22.00
November 12, 2024	08.00 - 20.00

8. Product groups or main topics

see list of product groups on the application form.

9. Registration and recognition of 5 annexes as essential parts of the contract

By returning the fully completed and legally binding signed registration form, the exhibitor acknowledges its participation with express acceptance of the General Trade Fair and Exhibition Conditions of FAMA Fachverband Messen und Ausstellungen e. V. (**aMAB**), these Special Trade Fair and Exhibition Conditions (**bMAB**), the **Technical Guidelines for DOMIZIL 2024**, the Organiser's **Privacy Policy** and the **House Rules**. The documents can be viewed online at <http://www.domizil-husum.de/aussteller>.

10. Stand space rental

The stand rents per sq. m floor area are (regular):

Stand-type	Price	Stand rent plus:
Row stand	€ 99	Energy cost contribution € 3.50 per sq. m.
Corner stand	€ 109	Trade association contribution per sq.m:
Head stand	€ 119	€ 0.60 per sq.m hall spaces. Garbage cost
Block stand	€ 129	flat rate € 3.50 per sq. m.
		Media flat rate € 100 per exhibitor

All prices are exclusive of statutory VAT.

The exhibitor is obliged to occupy and staff the stand for the entire duration of the fair. Dismantling the stand before the start of the official take-down period on the last day of the fair is not permitted. In the event of non-compliance, a contractual penalty of 10% of the hire charge plus VAT will be payable to the Organiser. If the exhibitor fails to appear at the fair through its own fault despite having designed the space and been admitted, a contractual penalty of 100 % of the hire charge plus VAT will be payable.

In addition to this, para. 12 bMAB and paras. 4 and 5 aMAB will apply. For AUMA, the Association of the German Trade Fair Industry, a trade association fee will be charged per m²: 0.60 €/hall area. The contributions will be invoiced separately from the participation fee.

In the case of two-storey constructions, 50 % of the hire charge for the floor space will be charged for the accessible area. Approval of a two-storey construction is strictly subject to the agreement of the trade fair management and the building regulations office of the town of Husum. Please also refer here to para. 2 of the DOMIZIL 2024 Technical Guidelines.

For sub-letting, co-exhibitors, transfer of the stand to third parties, sale to third parties: see para. 7 aMAB. Fees € 300 each plus media flat rate of € 100.

Please note: A sub-exhibitor or co-exhibitor is any third party company represented at the main exhibitor's stand by its own personnel and/or its own products and/or its own advertising.

11. Terms of payment

The stand invoice will be sent out 8 weeks before the event starts. The service charge invoice will be sent by November of the same year. All amounts charged by the Organiser are - unless otherwise stated on the invoice - due for payment without deduction 14 days after receipt of the invoice. The sums are to be transferred to one of the accounts indicated on the invoice, quoting the invoice number. The contracting parties agree on the EURO as the currency for all payment obligations arising from this contract.

12. Cancellation / decoration flat rate

In the event of a request for exceptional release from the contract or a desire to withdraw from the contract on the part of the exhibitor, and if the Organiser releases the exhibitor from the contract in writing, **para. 4 aMAB** will apply.

The flat-rate decoration fee to be paid by the exhibitor in the event of cancellation will amount to a maximum of € 75 per m² if the reserved area cannot be reallocated.

13. Cancellation of the fair / COVID19 restrictions

In the event of COVID19 restrictions and unforeseen events that make it impossible to hold the fair and/or restrict the scheduled holding thereof, **paras. 19 of these bMAB** and **para. 5 aMAB** will apply.

14. Sales / distribution of samples

The distribution of samples in return for payment and the cash sale of exhibits is permitted.

15. Exhibitor passes

The exhibitor is entitled free of charge to the following number of passes: 1 pc. per exhibitor application and 1 pc. per 10 s.qm.

The passes are intended exclusively for the named exhibitors, their stand personnel and authorised representatives. In addition, passes for named individuals (€10.00 each) can be purchased. In the event of misuse, the passes will be withdrawn without replacement.

16. List of exhibitors

An exhibitor directory will be published for DOMIZIL 2024 in which all exhibitors will be compulsorily included in accordance with the Organiser's data protection declaration. Entries will be made in the alphabetical list of exhibitors and in the list of products.

17. Waste disposal

Due to legal regulations, the exhibitor is obliged to arrange for proper waste disposal itself or to commission the organiser to dispose of waste at the exhibitor's expense.

Due to statutory regulations, the exhibitor is obliged to separate waste by recyclable materials during the set-up/take-down phase and the duration of the fair and to ensure the proper disposal thereof itself, including disposal by all service providers commissioned by it, or to commission the organiser to dispose of the waste for a charge. The Organiser charges a flat-rate fee for general waste disposal which is not included in the stand hire fee.

18. Smoking ban

Smoking is absolutely prohibited in all halls and rooms. Instructions to that effect are to be observed without exception.

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19. COVID19 restrictions/hygiene concept/cancellation/relocation

a) Any hygiene concept prescribed by the authorities at the time the trade fair takes place must be observed and implemented by the exhibitor at its own expense, without exception and without restriction. The Organiser will inform the exhibitor immediately of the current requirements for the hygiene concept. If the exhibitor can prove to the Organiser in writing, stating valid reasons, at the latest within 3 days of notification of the hygiene concept that the implementation of the hygiene concept would make it economically unviable for it to rent its stand, the Organiser may release the exhibitor from the contract in accordance with paras. **4.1. to 4.3. aMAB**.

b) In the event of the cancellation of DOMIZIL 2024 due to coronavirus, **para. 5.4 aMAB** will apply.

c) In the event of the relocation of DOMIZIL 2024 due to coronavirus, **para. 5.5. aMAB** will apply.

d) In all the cases in the foregoing **para. 19 (a) - (c), paras. 5.6. and 5.7. aMAB** will apply.

20. Trademark, title and copyright infringements, competition infringements / "hold harmless" clause

a) The exhibitor warrants to the Organiser that, in connection with DOMIZIL 2024, it will not infringe the trademark, name, title and copyrights of third parties and will not commit any competition violations (violations of the UWG - Unfair Competition Act). This also applies to its employees, service providers and vicarious agents.

b) With regard to possible infringements pursuant to para. 20 (a), the exhibitor irrevocably indemnifies the Organiser against all claims and demands of third parties, including any costs of legal action.

21. Safety regulations, accident prevention, the exhibitor's duty to ensure road safety and other statutory and official regulations

(1) The exhibitor is obliged to comply without exception with all statutory, official, trade association and other applicable accident prevention regulations and other safety regulations, e.g. of an occupational health and safety nature, during set-up and take-down and for the duration of the trade fair. These include, but are not limited to, safety regulations and Technical Guidelines issued by the Organiser. Reference is made to the relevant provisions of the current **Ordinance on Places of Assembly for Schleswig-Holstein**.

The exhibitor warrants that it has inspected the regulations ([available at https://www.gesetze-rechtsprechung.sh.juris.de/jportal/?quelle=jlink&query=VSt%C3%A4ttV+SH&psml=bssshoprod.psml&max=true&aiz=true](https://www.gesetze-rechtsprechung.sh.juris.de/jportal/?quelle=jlink&query=VSt%C3%A4ttV+SH&psml=bssshoprod.psml&max=true&aiz=true)) (in German only) and will comply with them without exception.

This applies in particular to Sections 31. ff. (operator regulations) of the **Ordinance on Places of Assembly for Schleswig-Holstein**.

(2) The Organiser's event manager, the police, the fire brigade, the emergency services, the trade supervisory office, the building inspectorate and the regulatory authorities as well as representatives of the competent authorities are to be granted access to the stands and all areas at all times. Their instructions must be followed without exception.

(3) The Organiser is entitled to satisfy itself at any time that the applicable safety provisions and other regulations are being observed. It is also entitled at the expense of the exhibitor concerned to arrange for the immediate remediation of a condition that does not comply with the regulations and/or to prohibit non-compliant operation at any time. The Organiser may at any time forbid the operation of plant, machinery, equipment and similar objects and installations and prohibit their recommissioning if, in its opinion, their operation constitutes a hazard or if other exhibitors or visitors are disturbed or inconvenienced as a result of their operation.

(4) The exhibitor bears the sole duty to ensure the safety of the exhibition stand erected and/or used by it (Section 823 I of the German Civil Code - BGB) and its hired area. This applies in particular also to stability and all fire protection measures.

(5) Insofar as local trade and/or health authority permits are required, these must be obtained by the exhibitor in good time before the start of the event at its own expense and kept available on the stand for inspection at all times.

(6) The exhibitor is also responsible for compliance with the applicable food and veterinary regulations when providing free samples (food and beverages).

The operation of beverage dispensing systems is subject to prior notification. The health department of the town of Husum must be notified of any such installation at least 14 days before the intended date of commencement of operation thereof. The distribution of beverages and food by the exhibitor in return for payment is prohibited without exception.

(7) The provisions of the Youth Protection Act (Jugendschutzgesetz), Working Hours Act (Arbeitszeitgesetz), Occupational Health and Safety Act (Arbeitsschutzgesetz), Maternity Protection Act (Mutterschutzgesetz) and Youth Employment Protection Act (Jugendarbeitsschutzgesetz) must be complied with by the exhibitor without exception. This also applies to its employees, service providers and vicarious agents.

(8) The relevant provisions of the Trade, Commerce and Industry Regulation Act (Gewerbeordnung - GewO), in particular Title IV "Trade Fairs, Exhibitions, Markets" as amended, must be observed by the exhibitor without exception. This also applies to its employees, service providers and vicarious agents.

22. Insurance

(1) The exhibitor bears full responsibility for the stand area rented by it, its stand, the stand equipment and all exhibits as well as the conduct of its employees, service providers and vicarious agents in the exhibition area. It is the sole bearer of the duty of care in this respect (Section 823 I BGB).

(2) The Organiser recommends that the exhibitor take out specific insurance (exhibitor liability insurance, stand insurance, contents and inventory insurance) with a sufficient level of cover.

23. GEMA

The use of music and/or images with sound (e.g. TV) on the exhibition grounds with a noise level in excess of 60 dBA is not permitted during the exhibition's opening hours.

(1) Any acoustic performance requires the written permission of the Organiser.

(2) The exhibitor warrants that it will register in its own name any use of music on the exhibition grounds that is subject to licensing by GEMA (German Performing Rights Society) in good time in advance with GEMA and pay the licence fee due. In this respect, the exhibitor irrevocably indemnifies the Organiser against all claims and demands of third parties, including any costs of legal action.

General trade fair and exhibition conditions of the FAMA Fachverband Messen und Ausstellungen e. V.

1. General

- 1.1 The following general trade fair and exhibition conditions from FAMA Fachverband Messen und Ausstellungen e. V. (hereinafter: "GTFC") govern the legal relationship between the organiser of a trade fair/exhibition and the respective exhibitor. With its application, the exhibitor acknowledges these GTFC, the "special trade fair and exhibition conditions" (hereinafter: "STFC") and any applicable "house rules", which are valid for the respective trade fair/exhibition, as binding for itself and all employees working for it at the trade fair/exhibition.
- 1.2 The GTFC may be supplemented or amended by the STFC valid for the respective trade fair/exhibition. In the event of deviating provisions in the respective regulations, the following order of precedence shall apply:
 - The individual contractual agreement takes precedence over the STFC;
 - the STFC has priority over the GTFC.
- 1.3 Any agreements deviating from the GTFC and/or the STFC must be made in text form to be legally effective. Any general terms and conditions of business of the exhibitor which conflict with the GTFC and/or the STFC shall not become part of the contract, even if they have not been expressly contradicted.
- 1.4 The organiser is entitled to demand payment for the provision of its services. The remuneration of the organiser includes all main and ancillary services provided by the organiser for the exhibitor for the execution of the event. The remuneration for the main services can be seen from the application and from the "special trade fair and exhibition conditions" and includes in particular the stand rent, planning and organisational services, the integration of the exhibitor into the advertising concept of the trade fair/exhibition, the mediation of event-related contracts with third parties, the provision of event-related services and stand construction services to be provided by the organiser. Additional costs for ancillary services provided at the request of the exhibitor, such as in particular the provision of supply systems required for the purchase of gas, water, electricity, internet or other telecommunications, additional stand construction services or the rental of furniture, are part of the organiser's remuneration. Services provided to the exhibitor by third parties in connection with the event are not part of the contractual obligations of the organiser, nor are they part of the remuneration of the organiser, even if the provision of these services was arranged by the organiser. The trade association fee shall be calculated net per square metre provided and shown separately on the total invoice for remuneration. The trade association fee is not part of the remuneration of the organiser.

2. Registration

- 2.1 Registration for participation in the event is made using the legally signed registration form. In the case of registration by using an online form, the registration is also valid without signature by sending it to the organiser.
- 2.2 Any conditions and/or reservations made by the exhibitor in the course of registration, such as the exact position of the stand or exclusivity in a product group, are inadmissible and irrelevant for the conclusion of the contract. They shall only become legally effective if they are individually confirmed in writing by the organiser before or at the time of conclusion of the contract.
- 2.3 The registration constitutes an offer by the exhibitor, to which the exhibitor is bound until 8 days after the registration deadline announced in the STFC, at the latest until 6 weeks before the opening of the trade fair/exhibition, unless admission has been granted in the meantime. The exhibitor shall be bound for 14 days by applications received after the closing date for applications or 6 weeks before the opening of the trade fair/exhibition.

3. Admission/conclusion of contract

- 3.1 Upon receipt of the confirmation of admission or the invoice by the exhibitor, by letter, fax or electronic transmission (e.g. by e-mail), the contract between the organiser and the exhibitor is concluded (hereinafter: "contract of participation"). The organiser shall decide on the admission of the exhibitors and the individual exhibits, if necessary, with the assistance of a trade fair/exhibition advisory board or the trade fair/exhibition committee.
- 3.2 The organiser may exclude individual exhibitors from participation for objectively justified reasons, in particular if the available space is insufficient. If it is necessary to achieve the purpose of the event, it may restrict the event to certain groups of exhibitors, suppliers and visitors. Exclusion of competitors may neither be demanded nor promised.
- 3.3 Ordinary termination of the participation contract is excluded, whereby the right to extraordinary termination remains unaffected. In particular, the organiser is entitled to provide extraordinary termination of the participation contract without notice for good cause if the conditions for the exhibitor's admission subsequently cease to apply or are no longer fulfilled, and if the exhibitor is in persistent default of payment despite two reminders. An important reason is also given if the organiser determines that the execution of the trade fair/exhibition is not economically reasonable due to lack of participation. In the event of an extraordinary termination for which the exhibitor is responsible, the organiser is entitled to demand an amount equivalent to 50% of the remuneration as defined in item 1.4. as lump-sum compensation.
- 3.4 At the request of the exhibitor, its dismissal from the participation contract is possible (see item 4.). The organiser is not obliged to do so.
- 3.5 The goods or exhibits to be exhibited must comply with the nomenclature of the trade fair/exhibition. The exhibition of goods that have not been registered or approved is not permitted.

4. Release from the contract

- 4.1 If, in exceptional cases, the organiser grants a release from the contract after binding registration or admission, the exhibitor shall pay 25% of the organiser's remuneration (in accordance with item 1.4.) as compensation. In the specific case, the exhibitor is expressly granted the right to prove that the organiser has suffered no or lower damages.
- 4.2 Item 4.1. does not exclude the assertion of a higher damage actually incurred by the organiser. In this respect, the organiser has the right to choose whether to claim the flat rate according to item 4.1. or the actual damage incurred.
- 4.3 The application for release from the contract can only be made in writing. It is only legally effective if the organiser also provides its consent in writing. The organiser can make the dismissal from the contract subject to the condition that the allocated stand space can be used for other purposes. The reallocation of the stand space to another exhibitor then corresponds to a release from the contract.

5. Force majeure

- 5.1 If, after conclusion of the contract, it becomes impossible for the exhibitor to participate in the trade fair/exhibition due to circumstances for which neither the organiser nor the exhibitor is responsible and which the exhibitor could neither foresee nor avert, the exhibitor shall be entitled to dismissal from the contract, whereby the provision of item 4.1. of these GTFC shall apply accordingly.
- 5.2 The organiser is entitled to cancel the trade fair/exhibition for good cause, to postpone the trade fair/exhibition in time and/or space, or to shorten the trade fair/exhibition. An important reason is given in particular if the execution of the trade fair/exhibition becomes objectively impossible at the originally set time due to an external unforeseeable event of force majeure that cannot be averted even with the utmost care (force majeure event). An event of force majeure shall be deemed equivalent to cases in which it becomes objectively impossible to hold the trade fair/exhibition at the originally stipulated time due to an official order, decree or measure for which neither the organiser nor the exhibitor is responsible, or which is not under state or federal law.
- 5.3 In the event that the trade fair/exhibition is shortened for good cause in accordance with item 5.2., the exhibitor shall only be entitled to a pro-rata refund of the remuneration in accordance with item 1.4. if the shortening results in the loss of more than 35% of the original duration of the trade fair/exhibition.
- 5.4 In the event of cancellation of the trade fair/exhibition for good cause in accordance with item 5.2., the organiser and the exhibitor shall be released from their contractual obligations. The contract shall be rescinded, and the organiser shall be entitled to demand from the exhibitor compensation for a reasonable share of the costs incurred in preparing the event and compensation for services already rendered. The amount to be paid by the exhibitor in this respect shall be calculated on the basis of the costs already incurred by the organiser up to the time of cancellation of the event, which shall then be divided in the ratio of the stand space individually rented by the exhibitor to the total net exhibition space. The amount thus determined may not exceed 25% of the remuneration as defined in item 1.4.
- 5.5 In the event that the trade fair/exhibition is postponed in terms of location and/or time for good cause in accordance with item 5.2., the contractual relationship shall continue to exist and the exhibitor shall remain bound by it. The contract is deemed to have been concluded for the relocated trade fair/exhibition. If the exhibitor provides evidence that it is objectively impossible for it to participate on the alternative date and/or place, the exhibitor shall be entitled to be released from the contract, whereby the provision of item 4.1. of these GTFC shall apply accordingly.
- 5.6 In the cases of items 5.3., 5.4. and 5.5., the assertion of other claims for damages is excluded for both contracting parties, unless these are based on gross negligence or intent on the part of the contracting party claimed or its vicarious agents.
- 5.7 If, as a consequence of one of the events described in item 5.2., the execution of the trade fair/exhibition is subsequently made subject to compliance with public law requirements, the restrictions associated with the implementation of these requirements do not entitle the exhibitor to reduce the remuneration of the organiser or to withdraw from the contract.

6. Stand allocation

- 6.1 The stand allocation is made by the organiser according to aspects given by the concept and the trade fair and exhibition theme, whereby the date of receipt of the application is not decisive. The stand allocation will be communicated to the exhibitor in text form, including the hall and stand number.
- 6.2 Special wishes of the exhibitor will be taken into account as far as possible when allocating the stand; however, there is no legal obligation to do so.
- 6.3 The organiser is entitled to change the registered area for conceptual reasons. In particular, the area may be changed in order to achieve the specified minimum dimensions of the stand and must otherwise take the interests of the exhibitor adequately into account.
- 6.4 Complaints by the exhibitor against the stand allocation must be made in text form within 8 days of receipt.
- 6.5 The exhibitor must expect that for technical reasons a minor restriction of the allocated stand space will be necessary. This restriction may not exceed 3% of the stand space and does not entitle the exhibitor to a reduction of the remuneration. This does not apply to stands expressly registered as finished or system stands. The organiser reserves the right to relocate the entrances and exits, the emergency exits and the passageways.
- 6.6 A relocation of the stand area after the stand allocation has been carried out and completed may only take place for compelling reasons. The organiser must allocate a stand area of equal value to the exhibitor concerned as a replacement. In this case, the exhibitor is entitled to object to the newly allocated stand area within 8 days of receipt of the notification of the relocation, in accordance with item 6.4. An exception to this is the relocation of a stand by a few metres in the same hall.
- 6.7 If, in cases covered by item 6.6., it is not possible for the organiser to allocate a stand area of as equal value as possible to the exhibitor concerned as a replacement, the exhibitor shall be entitled to withdraw from the contract. In this case, the remuneration already paid in accordance with item 1.4. must be refunded to the exhibitor, whereby the right to assert claims for damages is otherwise excluded. The withdrawal must be made in text form.
- 6.8 All other subsequent changes to the stand allocation, e.g. with regard to the type or dimensions of the stand, shall be notified by the organiser to the exhibitor concerned without delay.
- 6.9 If the organiser is entitled to use the stand space for other purposes after the stand allocation has been made in accordance with the STFC or these GTFC, it is at the free discretion of the organiser to decide how to carry out this utilisation in the interest of the overall appearance of the event and the interests of the other exhibitors. In particular, it may, with the consent of other exhibitors, relocate them to the unoccupied stand area or fill the stand decoratively in some other way. In this case, the exhibitor to whom the space was originally allocated shall not be entitled to a reduction of the remuneration. The costs incurred for decorating or filling the unoccupied stand shall be borne by this exhibitor.

7. Transfer of the stand to third parties, sale for third parties, co-exhibitors

- 7.1 The exhibitor shall not be entitled to transfer the stand space allocated to it to third parties, either in whole or in part, free of charge or in return for payment, or to exchange it with another exhibitor without the prior express consent of the organiser in text form.
- 7.2 The inclusion of a co-exhibitor is only permitted if it has been registered by the exhibitor before the event and approved by the organiser in text form. The main exhibitor and the co-exhibitors of a stand must name a joint representative in the application. Notifications and declarations made by the organiser to the named representative are deemed to have been made and received by all co-exhibitors. In the event of the admission of co-exhibitors, all co-exhibitors are jointly and severally liable for the remuneration of the organiser.
- 7.3 The representation of additionally represented companies, which have economic goods presented on the stand of an exhibitor without their own personnel, is only permitted if this has been registered by the exhibitor prior to the event and approved by the organiser in text form. Additionally represented companies must be marked as such in the list of exhibitors.

8. Payment terms

- 8.1 Of the remuneration to be paid by the exhibitor to the organiser, 50% shall be paid within 30 days of the invoice date, the remainder up to 6 weeks before the opening, unless otherwise agreed in writing or stipulated in the "special trade fair and exhibition conditions".
- 8.2 Invoices issued later than 6 weeks before opening are payable in full immediately.
- 8.3 After the due date, the organiser is entitled to charge interest on arrears. This is based on the legal provisions of § 288 BGB. The organiser reserves the right to prove higher damages caused by delay.
- 8.4 The organiser can dispose otherwise of unpaid or incompletely paid stands within the meaning of item 6.9. after unsuccessful reminder with appropriate notice. In this case, it may refuse to hand over the stand and issue the exhibitor passes.
- 8.5 For all unfulfilled obligations and the resulting costs, the organiser is entitled to a lien on the trade fair/exhibition objects brought in. The organiser is not liable for any damage or loss of the pledged objects through no fault of its own and may sell them on the open market after giving written notice. It is assumed that all objects brought in by the exhibitor are the unrestricted property of the exhibitor.

9. Design and equipment of the stands

- 9.1 The name and address of the stand owner must be displayed on the stand in a way that is recognisable to everyone for the entire duration of the event.
- 9.2 The exhibitor is responsible for equipping the stands within the framework of the uniform construction provided by the organiser, if applicable.
- 9.3 If the exhibitor builds its own stand, it may be required to submit dimensionally accurate designs to the organiser for approval before work begins. The use of prefabricated or system stands must be expressly noted in the application. The companies commissioned with the design or construction shall be notified to the organiser.
- 9.4 Exceeding the stand limits is not permitted in any case. Exceeding the prescribed construction height requires the express permission of the organiser.
- 9.5 The organiser can demand that trade fair/exhibition stands whose construction has not been approved or which do not comply with the exhibition conditions be changed or removed. If the exhibitor does not comply with the request, the removal or alteration may be carried out by the organiser at the expense of the exhibitor. If the stand must be closed for the same reason, there is no entitlement to reimbursement of the fee.

10. Advertising

- 10.1 Advertising of any kind, in particular the distribution of advertising material and printed matter and the addressing of visitors, is only permitted within the exhibitor's own stand.
- 10.2 The operation of loudspeaker systems, music/photo presentations and AV media of any kind – also for advertising purposes – by the exhibitor requires the express permission of the organiser and must be registered in good time in advance.
- 10.3 In the interest of maintaining orderly trade fair/exhibition operations, the demonstration of machines, acoustic equipment, photographic equipment and fashions, also for advertising purposes, may be restricted or revoked even after permission has already been granted.

11. Installation

- 11.1 The exhibitor shall be obliged to complete the stand within the periods specified in the "special trade fair and exhibition conditions". If construction of the stand has not begun by 12 noon on the day before the opening, the organiser may dispose of the stand otherwise in accordance with item 6.9. Claims for damages by the exhibitor are excluded in any case.
- 11.2 Complaints about the location, type or size of the stand made by the exhibitor during construction must be notified to the organiser immediately in text form.
- 11.3 All materials used for construction must be flame resistant.

12. Operation of the stand

- 12.1 The exhibitor is obliged to occupy the stand with the registered exhibits for the entire duration of the trade fair/exhibition and to keep it manned with competent personnel.
- 12.2 Cleaning of the stands is the responsibility of the exhibitor and must be carried out daily after the end of the trade fair/exhibition. The organiser is responsible for cleaning the rest of the site, the other parts of the hall and the aisles.
- 12.3 It is the exhibitor's responsibility to operate its stand in a sustainable manner and to avoid rubbish and waste. The guidelines for the disposal concept of the organiser and for the handling of garbage and waste result from the STFEC.
- 12.4 All exhibitors are obliged to show consideration for each other, for the organiser and for the visitors during the course of the trade fair/exhibition, as well as during assembly and dismantling. The organiser is entitled to set up precise regulations in the STFEC and/or the "house rules" to ensure mutual consideration and to take appropriate measures, up to and including extraordinary termination of the participation contract, if an exhibitor persistently violates the requirement of consideration after prior warning.

13. Dismantling

- 13.1 No stand may be completely or partially vacated before the end of the trade fair/exhibition. Exhibitors who violate this rule forfeit a contractual penalty to the organiser in the amount of half the net remuneration. Further claims for damages remain unaffected.
- 13.2 The trade fair/exhibition objects may not be removed after the trade fair/exhibition has ended if the organiser has asserted his lien. If the trade fair/exhibition objects are nevertheless removed, this shall be deemed a breach of the lien.

13.3 The exhibitor shall be liable for damage to the floor, walls and the material provided. The trade fair/exhibition space must be returned in the condition in which it was taken over, at the latest by the date set for completion of dismantling. Any material, foundations, excavations and damage must be properly removed. Otherwise, the organiser is entitled to have this work carried out at the expense of the exhibitor.

13.4 Stands not dismantled after the date set for dismantling or exhibition objects not removed will be removed by the organiser at the expense of the exhibitor and stored with the exhibition forwarding agent, excluding liability for loss and damage.

14. Connections

- 14.1 The general lighting of the event area as a whole shall be provided by the organiser.
- 14.2 If the exhibitor wishes to have supply connections for electricity, water, compressed air or gas, these must be announced at the time of registration. Installation of the connections and actual consumption shall be at the expense of the exhibitor. In the case of ring lines, the costs will be shared proportionately among the participating exhibitors.
- 14.3 All installations, in particular all installations of connections, may only be carried out by companies approved by the organiser. Unless otherwise provided for in the STFEC, these companies receive all orders through the mediation of the organiser and perform their services directly for and on account of the exhibitor.
- 14.4 Connections and equipment which do not comply with the relevant regulations, do not have the necessary tests and/or certificates or whose consumption is significantly higher than reported, can be removed or put out of operation by the organiser at the exhibitor's expense.
- 14.5 The exhibitor shall be liable for all damage caused by the use of connections that have not been registered and/or have not been made by companies approved by the organiser. The organiser shall not be liable for interruptions or fluctuations in performance of the electricity, water/wastewater, gas and compressed air supply.

15. Security

- 15.1 The general surveillance of the site and the halls in the form of access and entry controls is the responsibility of the organiser, without liability for loss or damage to stand construction material and/or exhibits.
- 15.2 The exhibitor itself is responsible for the supervision and guarding of the stand. This also applies during the construction and dismantling periods. Special guards, e.g. at night-time, are permitted with the approval of the organiser.

16. Liability

- 16.1 The organiser and its employees and vicarious agents are not liable for damage resulting from slightly negligent breaches of duty.
- 16.2 This does not apply to damage resulting in loss of life, physical injury or health impairment or avoidance of guarantees as well as claims under the Product Liability Act.
- 16.3 Furthermore, liability for the breach of obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the exhibitor may regularly rely (cardinal obligation), remains unaffected.
- 16.4 In the cases of items 16.2. and 16.3., the organiser is liable in accordance with the statutory provisions. In the event of a breach of a cardinal obligation within the meaning of item 16.3., the liability of the organiser is limited to foreseeable, typical damage, excluding liability for consequential damage.
- 16.5 Exhibitors are strongly advised to insure their trade fair/exhibition objects and their liability at their own expense.

17. Image rights and other industrial property rights

- 17.1 Commercial photography, drawing and filming within the trade fair/exhibition site is only permitted to companies and persons authorised by the organiser.
- 17.2 Any photo coverage of the trade fair/exhibition in the press, radio and digital media requires prior accreditation by the organiser.
- 17.3 The organiser is entitled to produce photographs, drawings and film recordings for the purposes of self-promotion during the event. The publication of illustrations of individual exhibits requires the prior consent of the exhibitor.
- 17.4 All advertising and press materials (logos, photographs, plans, etc.) provided by the organiser may only be used for the purpose of the exhibitor's own advertising with its participation in the trade fair/exhibition or for the purpose of reporting in the press, radio and digital media.
- 17.5 It is prohibited to show exhibits which violate the copyrights, trademark, design, patent or other industrial property rights applicable at the location of the trade fair/exhibition. In the event of a proven violation of the above provision, the organiser is entitled to terminate the contractual relationship in accordance with item 3.3. for good cause.
- 17.6 If the organiser is directly held liable by the owner of an industrial property right which is infringed by an exhibit of an exhibitor, the organiser can demand that the exhibitor indemnify the organiser against the costs of its legal defence in this regard.

18. Domiciliary rights

- 18.1 During the event, the organiser exercises the sole domiciliary rights on the trade fair/exhibition site and may issue house rules.
- 18.2 Exhibitors and their employees may only enter the grounds and halls at the times specified in the STFEC on a daily basis and must have left the halls and grounds at the latest at the corresponding times.
- 18.3 An extension and/or shortening of the times according to item 18.2. is possible in individual cases with the prior consent of the organiser. It is prohibited to spend the night on the grounds.

19. Limitation period

- 19.1 Exhibitors' claims against the organiser are subject to a limitation period of one year, beginning at the end of the month in which the last day of the trade fair/exhibition falls.
- 19.2 All claims of the exhibitors against the organiser must be asserted in text form within a preclusive period of six months, beginning at the end of the month in which the last day of the trade fair/exhibition falls.
- 19.3 The provisions of the above two paragraphs shall not apply if the organiser, its employees or vicarious agents are guilty of intentional or grossly negligent conduct or the liability of the organiser is based on the statutory provisions in accordance with item 16.4.

20. Place of performance and place of jurisdiction

- 20.1 Place of performance and jurisdiction is the domicile of the organiser, even if claims are asserted in legal dunning proceedings, unless otherwise stipulated in the STFEC.
- 20.2 The organiser shall also have the right to assert its claims in court at the exhibitor's registered office or at the place where the trade fair/exhibition is held.

Technical Guidelines

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1. Technical data and equipment in the halls

1.1 Lighting, heating, ventilation

All halls are equipped with general lighting and are heated with warm air. The exhibition halls are supplied with sufficient fresh air via the existing ventilation systems.

1.2 Floor load in the halls

As a rule, the floor load in the exhibition hall should not exceed 750 kg/m². The technical exhibition management must be notified of any higher loads, e.g. due to large exhibits.

1.3 Electricity and water supply

Electricity and water supply is possible in all parts of the exhibition centre. In the exhibition halls, the permanently installed supply units must be taken into account and kept easily accessible during the exhibition period. Costs and damage arising from the fact that supply installations of Messe Husum & Congress (hereinafter referred to as MHC) are not accessible will be borne by the exhibitor which renders them inaccessible.

1.4 Communication installations

The supply of the stands is carried out according to the principle of electric and water supplied. (point 1.3)

1.5 Suspending objects

Objects may be suspended from the hall ceiling only using the technical equipment provided for this purpose and such suspensions may be carried out only by a specialist company approved by MHC. These suspensions require the written approval of the MHC. Planning documents for this must be submitted in due time 4 weeks before the start of the trade fair.

1.6 Faults

If there should be faults in the technical supply, an employee of MHC must be informed immediately. MHC will not be liable for any damage caused by such faults.

2. Stand construction regulations

2.1 Stand construction safety

Stands, including equipment and exhibits, must be erected in a stable manner such that public safety and order, in particular life and health, are not endangered. The exhibitor is responsible for the safety of all structures and may be required to provide evidence thereof. This applies for the duration of the fair as well as to the set-up and take-down periods.

Stand structures with a height of more than 4.00 m must be able to withstand a dynamic pressure of 0.125 kN/m² (= hall wind).

The current versions of the Schleswig-Holstein Building Regulations (BauO S-H) and the Ordinance on Places of Assembly (VStättVO) apply.

2.2. Stand construction permit

Assuming that the Technical Guidelines are complied with in the design and construction of the stand or an event, it is not necessary to submit drawings for approval for single-storey stand structures of up to 2.5 m in height. The responsibility for proper execution lies with the builder. Nevertheless, placement sketches for the electrical, plumbing and communication connections are required. The forms are available for download in the OBS.

Construction at the boundaries of the stand from a height of 2.50 m is possible without obtaining permission from the neighbouring stand holder, provided that the construction is open, transparent and advertising-free (e.g. trusses, lighting fixtures, suspensions, etc.) or if this construction guarantees a distance of at least 2.00 m to the neighbouring stand or aisle. Otherwise, written permission must be obtained from the neighbouring stand holder.

Stands requiring approval are:

- Exhibition stands over 2.50 m high
- Exhibition stands larger than 50 m²
- Exhibition stands with closed stand ceilings
- Multi-storey buildings
- Flying structures, tents, containers
- Stands with platforms accessible to visitors
- Special constructions

2.3 Inspection and approval of stands which are subject to approval

Stands requiring approval require prior written approval from MHC, and said approval must be applied for in writing to the Organiser at least 6 weeks before the start of the trade fair, along with the submission of a corresponding stand sketch. Approval by MHC will be granted in consideration of the hall heights and within the scope of what is possible. Exhibitors have no legal right to approval. The construction of an exhibition stand requiring approval may not commence

until the exhibitor or a company commissioned by the exhibitor has received the stand construction approval from MHC.

For the approval of multi-storey constructions, the following documents are required in duplicate in German no later than 8 weeks before the start of construction:

- a) Structural engineering computations checked by an independent structural engineer in accordance with German standards
- b) Building description
- c) Stand drawing on a scale of 1:100 (ground plans, views), construction details on a larger scale, escape route plan
- d) Verifiable area calculation of the usable upper floor area and the supporting structure
- e) Points a), b), c) will not apply if a type test or inspection log book is submitted
- f) Application for building permit, completed in full and signed by the exhibitor

MHC will forward the application to the Husum Building Inspectorate on behalf of the exhibitor. The costs of the building permit procedure will be charged to the exhibitor/stand constructor. Additional costs may be incurred for documents submitted late. The space used on the upper floor will be charged at 50% of the space hire charge (price per m²) of the stand.

2.4 Modification of non-compliant stand constructions

Stand structures that are not approved or do not comply with the Technical Guidelines or the law must be modified or removed at the request of MHC. In the event of late execution, MHC will be entitled to make changes itself at the exhibitor's expense.

2.5 Intervention in the fabric of the building

Hall parts and technical equipment may not be damaged, soiled, altered in any other way or used to secure stands or exhibits. Painting, wallpapering and pasting are also not permitted. Hall columns can be used within the stand area without damage.

Anchorage and fixings, e.g. when planning multi-storey stands, must be requested from MHC.

2.6 Stand partition walls

There are no stand partition walls. Individual stands and system stands can be ordered via the OBS. Stand partition walls are compulsory at stand boundaries that do not border on a hall aisle.

2.7 Flooring

Floor covering is compulsory for the stand area in the exhibition hall.

2.8 Advertising media/presentations/volume

Promotional activities are permitted on the exhibitor's own stand; the only proviso is that sufficient audience space must be provided. Promotional activities must not lead to obstructions and disruption in aisles and on neighbouring stands. Advertising facing neighbouring stands is only permitted up to a height of 2.50 m, unless written permission has been obtained from the neighbouring stand holder.

Presentations, shows or show acts must be approved by MHC. The noise level emitted by the stand must not exceed 60 dB(A) at the stand boundary and must not drown out the public address system. Musical performances must be registered with GEMA (see also point 9.).

3. Electrical installation

3.1 Connections and protective measures

Connections to the supply mains and to sockets in the supply units may only be carried out by MHC's authorised electricians. This also applies to the laying of power lines outside the stand and the fair's own ducts and manholes. A position sketch showing the desired placement of the connections must be added to the orders.

The exhibitor is not permitted to draw electricity from neighbouring stands. The electrical installations must be dimensioned by the exhibitor in such a way that all power consumers on the stand can be operated simultaneously, where it is not permissible to connect several main connections together that would individually be insufficient for the simultaneous operation of the power consumers they are intended to supply.

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If MHC establishes that the exhibitor is not complying with these regulations, MHC will be entitled to retrofit the necessary electrical installations at the exhibitor's expense. Commissioning will only take place after visual inspection and functional testing of the stand installation. Decommissioning and dismantling will begin immediately after the end of the fair.

3.2 Stand installation

Electrical installations within the stands can be carried out to order by hall electricians. Within the stands, installations may be carried out by the exhibitor's own electricians in accordance with the VDE regulations, regulations applicable in Europe and the state of the art. The MHC electricians will carry out spot checks.

3.3 Assembly and operating instructions

Electrical installations must be carried out in accordance with the safety regulations of the German Association of Electrical Engineers (VDE). Particular attention must be paid to VDE 0100 and IEC standard 60364-7-711. The proportion of high-frequency or low-frequency interference emitted into the mains must not exceed the values specified in VDE 0160 and VDE 0838 (EN 50 006 and EN 61000-2-4). Conductive components, e.g. trusses, must be included in the measures to protect against indirect contact (stand earthing/potential equalisation).

Non-insulated electrical conductors and terminals are not permitted in low-voltage systems. The secondary lines must be protected against short circuit and overload.

Flexible cables (including flat cables) must not be laid unprotected against mechanical loads under floor coverings. The electrical installation on the exhibition stand may not be put into operation for the event until it has been accepted and approved by MHC. When using low-voltage halogen lamps, luminaires with appropriate protective glass must be used. Where low-pressure lamps are demonstrably in use, protective glass may be dispensed with.

3.4 Safety measures

For special protection, all heat-generating electrical appliances (hotplates, spotlights, transformers, etc.) must be mounted on non-combustible, heat-resistant, asbestos-free bases. Sufficient clearance to combustible materials must be ensured in proportion to any heat generated. Lighting fixtures must not be attached to flammable decorations or similar. Exhibition stands larger than 50 m² and stands with a high fire load must be equipped with a fire extinguisher. The fire extinguisher must be suitable for the relevant purpose and can be ordered from the OBS.

3.5 Safety lighting

If the general safety lighting is not effective due to special features of the stand construction or in rooms with a floor area of more than 100 m² and a closed ceiling, additional safety lighting is required to ensure safe access to the general escape routes.

4. Supply and waste water installations

Supply and waste water installation is possible in the exhibition hall. The supply water pipe consists of a 1/2" domestic water hose. The waste water pipe consists of a 3/4" waste water hose. All installations within the stands must comply with the current German Drinking Water Ordinance (Trinkwasserverordnung). The installation, modification and adaptation of these connections and pipes can only be carried out by MHC's contracting company. Orders in the OBS must be accompanied by a corresponding position sketch showing the desired placement of the connections.

The exhibitor will be responsible for all work not carried out by MHC's contracting company. The exhibitor will be fully liable for any damage caused as a result. The discharge of food residues into the waste water system must be prevented; the exhibitor will also be liable for any damage caused by this.

5. Telecommunications equipment

Telephone, fax and internet connections to the stands will be provided by MHC. The commissioning of external providers for the use of communication connections is not permitted. Communication equipment and connections must be ordered from OBS in good time.

5.1 Wi-Fi / operation of personal hotspots

The operation of personal hotspots by trade fair participants is prohibited. Smartphone tethering functions, i.e. the possibility of connecting the smartphone to a PDA or PC to establish an internet connection via the latter, must be switched off for the duration of the trade fair visit. Compliance with this prohibition will be monitored by the hotspot operator and a violation can be punished with the deactivation of the ticket/permission. Exceptions to the ban

on operating a personal hotspot can only be permitted upon application and subject to prior approval by the hotspot operator. Exhibitors have no legal right to the approval of personal hotspots. Should approval be granted, the trade fair participant may use its Wi-Fi only on the channel allocated to it by the hotspot operator. Compliance with this prohibition will be monitored by the hotspot operator and a violation can be punished with the deactivation of the ticket.

6. Compressed air installations

If required and feasible, an offer for rental compressors and the necessary stand installation can be made via MHC. Connections may only be made by approved hall installers.

7. Environmental protection

7.1 Waste disposal

The exhibitor is responsible for the proper and environmentally compatible disposal of waste generated during the exhibition period and the set-up and take-down phases. The exhibitor or its representative must take away the majority of the waste it generates. The rest must be taken to the containers provided for this purpose on the exhibition grounds. Exhibitors or their representatives who do not remove their waste after dismantling their stand or who dispose of their waste by dumping it will have to pay a fine of € 500. The waste costs will be charged to the exhibitor at the point of registration in the form of a waste flat rate of € 3.50 / sqm (exhibition area) and the corresponding invoice issued.

7.2 Grease separator

Under no circumstances may cooking fats and oils be discharged into the waste water system. These must be handed over to the caterer to be disposed of separately. In commercial kitchens, the use of a grease separator is required for the discharge of waste water containing grease.

7.3 Environmental damage

Contamination, e.g. by petrol, oil, solvents and paint, and other environmental damage must be reported to MHC immediately.

8. High-frequency devices, radio systems, electromagnetic fields

The operation of high-frequency devices, radio systems and electromagnetic fields is subject to approval and must be coordinated with MHC. The operation of high-frequency equipment and radio systems is permitted only if the provisions of the Telecommunications Equipment Act (Gesetz über Fernmeldeanlagen - BGBl) and the Electromagnetic Compatibility of Equipment Act (Gesetz über die elektromagnetische Verträglichkeit von Geräten - EMVG) are complied with.

Exhibitors' electrical installations must not exert any disturbing influence on third-party installations through harmonics or magnetic fields. The provisions of the 32nd Ordinance on the Implementation of the Federal Immission Control Act must be complied with. The necessary applications must be submitted to, and obtained from, the Federal Network Agency (Bundesnetzagentur).

9. Musical renditions

For musical renditions of all kinds, permission must be obtained from the Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (GEMA). Information on this can be found in the OBS.

10. Performance stages

The provisions of the Ordinance on Places of Assembly (VStättVO) apply to performance stages with a floor area of more than 20 m². The presence of a person responsible for event technology may be required.

HAUSORDNUNG / HOUSE RULES



1. Die Mitnahme von Hunden und anderen (Haus-)Tieren auf das Messegelände ist nicht gestattet. Ausgenommen sind Blindenführhunde.
Dogs and other pets are not allowed on the exhibition site, with the exception of guide dogs.
2. Bitte beachten Sie das allgemeine Rauchverbot in den Hallen und dem Kongresszentrum. Das Rauchen ist ansonsten nur in den speziell gekennzeichneten Bereichen zulässig.
Please observe the general smoking ban in the Congress Centre and the exhibition halls. Smoking is only permitted in the specially designated areas.
3. Besuchern ist es verboten, ohne vorherige schriftliche Genehmigung des Veranstalters, Werbemaßnahmen jeglicher Art vorzunehmen. Dies umfasst insbesondere das Verteilen von Flyern, sowie das Aufhängen von Postern / Plakaten auf dem Messegelände.
Visitors are not permitted to carry out any advertising promotions of any kind without the organiser's prior written approval. This includes in particular the distribution of leaflets and the hanging of posters on the exhibition site.
4. Das Mitbringen von gefährlichen und / oder illegalen Substanzen und Gegenständen (insbesondere Waffen, leicht entflammbare Substanzen, Drogen, etc.) zur Veranstaltung ist strengstens untersagt.
It is strictly forbidden to bring dangerous and/or illegal substances and items (in particular weapons, easily inflammable substances, drugs, etc.) to the event.
5. Während der Veranstaltung werden Foto-, Film- und Fernsehaufnahmen gefertigt, die zum Zwecke der Eigenwerbung vom Veranstalter verwendet werden. Den Besuchern ist dies bekannt. Eine Einwilligung der abgebildeten Personen, zur Veröffentlichung ihrer Aufnahme(n) wird angenommen, sofern der Veröffentlichung nicht gegenüber dem Fotografen/Filmersteller unmittelbar nach Fertigstellung widersprochen wird.
Visitors are aware that photographs, film and television recordings may be made during the event for the organiser's self-promotion purposes. It is assumed that the persons depicted consent to the publication of images in which they appear unless they inform the photographer/film maker of their objection immediately after the images are created.
6. Sofern nicht im Vorfeld vom Veranstalter schriftlich genehmigt, ist es dem Besucher untersagt, während der Veranstaltung Bild-, Ton- und/oder Filmaufnahmen zu fertigen und, insbesondere zu kommerziellen Zwecken, zu veröffentlichen.
Unless approved in writing by the organiser in advance, visitors are not permitted to take photographs and/or make film or audio recordings during the event, and especially not to publish them for commercial purposes.
7. Jeder Schadensfall ist dem Veranstalter unmittelbar zu melden. Den Anweisungen des Aufsichtspersonals ist, im Interesse der Sicherheit der Veranstaltung, unbedingt Folge zu leisten. Zur Sicherheit der Besucher wird das Gelände in Bereichen videoüberwacht.
Any case of damage must be reported to the organiser immediately. In the interests of safety, visitors must follow the instructions of the supervisory staff unconditionally. The site is monitored by a video surveillance system for the safety of the visitors.
8. Es ist dem Besucher nicht gestattet, abgesperrte Bereiche zu betreten, Notausgänge (außer im Notfall) eigenmächtig zu öffnen, oder Absperrungen unbefugt zu überwinden.
Visitors are not permitted to enter any cordoned-off areas, open any emergency exits (except in case of emergency) or climb over any barriers without authorisation.
9. Jeder Verstoß gegen die Bestimmungen dieser Hausordnung kann zum entschädigungslosen Entzug der Berechtigung zum Verbleib auf der Veranstaltung führen. Bei schweren Verstößen ist die Aussprache eines Hausverbots für zukünftige Veranstaltungen möglich.
Any violation of these house rules can result in the eviction of the visitor from the event without compensation or refund. Serious violations of the house rules can result in a ban for future events.