

General Terms and Conditions

for exhibitors at the succcet23 in-person trade show

The following Trade Show and Exhibitor Terms and Conditions contain the provisions for exhibitor participation at the succcet23 in-person trade show, which is organised by succcet GmbH, Im Baumstücker 45, 71334 Waiblingen, Germany (hereinafter referred to as succcet GmbH). succcet23 will take place on 25 and 26 October, 2023 at the RMCC RheinMain CongressCenter Wiesbaden.

Section 1: Scope / Recognition of the Terms and Conditions of the Trade Show

(1) The following provisions apply to the exhibitors and the organiser of the trade show. They are supplemented by the following terms and conditions, as amended, which apply subordinately, but in addition to them, in the event of doubt or in the event of any objection to these provisions, and in the order listed below:

- a) The exhibitor information (service description and price list) for succcet23, available at www.succcet.de/en
- b) The data privacy regulations of succcet GmbH, available at www.succcet.de/en
- c) Specifications of the RMCC RheinMain CongressCenter Wiesbaden, available as [Technical Guidelines and Safety Regulations](#) (also available at www.succcet.de/en/)

(2) By registering, the exhibitor acknowledges the provisions included within the scope as binding for himself and his vicarious agents. Any opposing general terms and conditions shall be expressly excluded by succcet GmbH.

Section 2: Offer and Acceptance / Conclusion of Contract

(1) The exhibitor receives an individual offer from succcet GmbH on request. This contains the specific service description and all costs.

(2) The use of standards, dimensions, drawings and illustrations of the stands and/or conference rooms in the offer is only for descriptive and illustrative purposes and does not constitute a guarantee of specific features.

(3) The validity of the offer shall be limited to 10 days, starting from the end of the day on which the offer is delivered to the exhibitor. After the expiry of the deadline, succcet GmbH may freely dispose of all the contractual components described in the offer.

(4) The contract shall be concluded upon the acceptance of the offer by the exhibitor.

Section 3: Prices and Payment Terms / Advance Payment

(1) The prices applicable at the time of conclusion of the contract are based on the offer of succcet GmbH, based on the exhibitor information for succcet23.

(2) The exhibitor shall be obliged to pay 50% of the total remuneration to succcet GmbH immediately upon conclusion of the contract. The exhibitor shall receive a separate invoice for this purpose. This shall be due

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for payment within 14 days. The period shall start from the end of the day on which the invoice is delivered to the exhibitor. The remaining remuneration must be paid into the account of succet GmbH no later than 6 weeks before the start of the trade show, i.e. by midnight on 12 September, 2023.

(3) Payment must be made to the following account, quoting the reference succet23:

Account holder	succeet GmbH
IBAN	DE26 6005 0101 0405 3593 87
BIC	SOLADEST600
Bank	BW-Bank

(4) If an exhibitor is in default with his payment, succet GmbH shall be entitled to otherwise dispose of the exhibition stands that have not been paid for in full after giving a prior warning and without providing a grace period.

Section 4: Disclaimer / Force Majeure / Coronavirus / Reservation of the Right to Rescind

(1) Disclaimer: Liability on the part of succet GmbH is excluded. This does not apply to damages resulting from injury to life, body or health, which are based on a negligent breach of duty by succet GmbH or an intentional or negligent breach of duty by a legal representative or vicarious agent of succet GmbH. This also does not apply to other damages that are based on a grossly negligent breach of duty by succet GmbH or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of succet GmbH.

(2) Force majeure / Cancellation of the physical trade show due to coronavirus

a) Force majeure

Force majeure means events or circumstances of any kind that are beyond the reasonable control of succet GmbH or the exhibitor were neither present nor foreseeable upon conclusion of the contract and, despite due diligence of both parties, cannot be remedied, averted, offset, negotiated or otherwise overcome and, taking into account the aforementioned, it means events or circumstances or their concurrence in the same comparable manner. It may occur in particular, but not solely, in the event of natural disasters such as floods, earthquakes, lightning strikes, hail and similar accidents; wars and internal unrest; travel warnings by the Ministry of Foreign Affairs, industrial action (strike/lockout); fire and pandemics.

If succet GmbH is prevented by force majeure from fulfilling a contractual obligation, succet GmbH shall immediately notify the exhibitor of this circumstance while specifying the obligations which it is or shall be prevented from fulfilling. After sending this notification, succet GmbH shall be exempt from fulfilling the obligations as long as it is prevented from doing so by force majeure. In the event of a force majeure event, the parties shall endeavour to fulfil their contractual obligations as far as possible and shall always endeavour to adapt the contract to the best of their ability.

(b) Corona virus:

The parties are aware that the Corona pandemic may lead to changes in legal regulations, applicable ordinances and / or official changes, directives and restrictions for physical events at short notice. In

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the event that the in-person trade show in October 2023 cannot be held as planned due to the corona pandemic or has to be cancelled by an official order or state law regulation and / or has to be restricted in such a way that the purpose of the trade show can no longer be achieved, succcet23 will be postponed. As soon as succcet GmbH has positive knowledge of the impracticability of the trade show in October 2023, succcet GmbH shall notify the exhibitor of this circumstance without delay. After submitting this notification, succcet GmbH is released from the obligation to hold succcet23 in October 2023 as long as the corona-related circumstances prevent it from holding the event. succcet GmbH will organise a rescheduled date within the next nine months after the removal of the corona-related obstacles. The exhibitor will be informed of the new date immediately after it has been fixed. These provisions shall continue to apply to the rescheduled date, with the proviso that the remaining 50 % of the exhibitor fees in accordance with § 3 (2) of these provisions must be received by succcet GmbH six weeks before the newly announced date.

succcet GmbH is also unable to hold succcet23 in October 2023 for reasons that make further planning and organisation of succcet23 economically or actually impossible. Such reasons exist in particular, but not conclusively, if

- in the period between January 2023 and October 2023, short-term legal changes or official orders are issued that conflict with the trade show
- incidence values set by the authorities are reached
- a ban on accommodation at the venue is imposed
- travel restrictions are imposed on exhibitors

Should such a circumstance arise, succcet GmbH will inform the exhibitor immediately.

(3) Notwithstanding § 4 para. 2 lit. a and b, succcet GmbH reserves the right to withdraw from the contract if there are factual reasons justifying such withdrawal. An objectively justified reason exists in particular - but not conclusively - if

- the purpose of the trade show can no longer be achieved, and
- the realisation becomes unacceptable for economic reasons.

Section 5: Termination

- (a) The rental period is limited in time. A statutory notice of termination does not exist in this case.
- (b) succcet GmbH shall be entitled to terminate the rental agreement by extraordinary termination without notice if there is good cause. Such a cause may exist in particular if the exhibitor violates his obligations as specified in these General Terms and Conditions. The same shall apply to the exhibitor if there is good cause.

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Section 6: Obligation to Notify Claims / Limitation

- (a) Claims of the exhibitor against succreet GmbH shall become time-barred after one year, starting with the end of the month in which the last day of the trade show falls.
- (b) All claims must be notified in writing to succreet GmbH within a limitation period of six months, starting from the end of the month in which the last day of the trade show falls.
- (c) The regulations in Sections 6 (a) and (b) shall be waived if succreet GmbH is accused of intentional or grossly negligent conduct or if the statutory provisions apply, provided that the disclaimer under Section 4 (1) of these General Terms and Conditions does not apply.

Section 7: Offsetting / Right of Retention

The exhibitor can only offset if the counterclaim is undisputed or legally established. The exhibitor shall only be entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

Section 8: Reservation of the Right of Modification

- (1) succreet GmbH expressly reserves the right to modify these General Terms and Conditions for good cause.
- (2) Good cause exists in particular if succreet GmbH can no longer be expected to adhere to contracts with third parties. If such a reason occurs, succreet GmbH shall provide for at least an equivalent replacement of the third party.
- (3) The exhibitor shall be notified of any modifications to the General Terms and Conditions.

Section 9: Special Provisions

- (1) Domiciliary right / House rules / Hygiene concept
 - (a) succreet GmbH shall exercise the domiciliary right during the duration of the trade show and the set-up and dismantling times, which also includes the stand space and the conference rooms. succreet GmbH and its vicarious agents must be granted access at all times. Their instructions must be followed.
 - (b) succreet GmbH reserves the right to issue house rules with notices, deadlines and special provisions and to provide them to the exhibitor upon stand allocation at the latest.
 - (c) The exhibitor shall be obliged to implement the applicable hygiene concept on his stand during the holding of the trade show.

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(2) Allocation of stand space / Change of stand space

The allocation of the individual stand spaces shall be carried out by succet GmbH and shall be based on the concept of the trade show and on the reservations already made. The date of conclusion of the contract between succet GmbH and the exhibitor shall be irrelevant. The allocation shall be disclosed no later than 8 weeks before the start of the trade show.

(3) Mandatory set-up and dismantling times

(a) Set-up times: 23 October, 2023, 07.00 to 22.00 hrs, and 24 October, 2023, 07.00 to 22.00 hrs

(b) Dismantling times: 26 October, 2023, 17.30 to 22.00 hrs, and 27 October, 2023, 07.00 hrs to 10.00 hrs (only departure/pick-up)

(c) The setting up and dismantling of exhibition stands may only be carried out within the official times.

(4) Stand design / Running the stand

(a) The contact details of the exhibitor must be clearly displayed on the stand at all times.

(b) For the purpose of a standardised overall appearance, the exhibitor shall be required to comply with the requirements of RMCC RheinMain CongressCenters Wiesbaden. These are contained in the document [Technical Guidelines and Safety Regulations in RMCC](#) (also available at www.succeet.de/en).

(c) The exhibitor shall be obliged to ensure that the stand is occupied for the entire duration of the trade show.

(5) Obligations of the exhibitor

(a) The exhibitor shall be obliged to maintain the stand space provided to him in a condition in accordance with the contract and to treat it with due care and consideration.

(b) The exhibitor shall be obliged to adequately guard at all times the stand space used by him, including fixtures, and the objects he has brought to the trade show, or to ensure that it is otherwise guarded. This is especially true in the event of a hazardous situation.

(c) The exhibitor shall be responsible for the registration and payment of fees to GEMA (German Society for musical performing and mechanical reproduction rights). At the request of succet GmbH, the exhibitor shall provide proof of payment of the GEMA fees.

(d) If applicable, the exhibitor must ensure that the hygiene concept on his stand area is adhered to at all times. This also includes set-up and dismantling times.

(e) The exhibitor is not permitted to allow third parties to use the stand space. This also applies to co-exhibitors.

(f) Food and beverages may only be provided free of charge to visitors to the stand.

(g) The exhibitor shall be responsible for complying with all fire protection, police and trade regulations and/or specifications regarding his stand space.

(h) Advertising of any kind, particularly the addressing of visitors and the distribution of advertising materials, is only permitted within one's own stand space.

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(6) Liability of the exhibitor

- (a) The exhibitor shall be liable for all damages negligently or intentionally caused by him or by the third parties attributable to him.
- (b) Strict liability: The exhibitor shall be strictly liable for damages from those hazardous areas that are caused solely within his sphere and are outside the area that can be controlled by succcet GmbH. These include in particular, but not solely:
- damage caused by improper use of the stand space,
 - the loss of any fixtures brought to the trade show due to insufficient security or lack of guarding
 - damages resulting from non-compliance with the exhibitor obligations arising from these General Terms and Conditions.

The strict liability shall thus be limited with respect to grounds to the risk typically insurable in the context of liability insurance at the time the claim arises. In addition, the liability shall be limited with respect to the amount of the risk typically insurable in the context of liability insurance.

- (c) The exhibitor is strongly advised to take out an appropriate insurance policy.

Section 10: Special Provisions: Presentations / Workshops / Lectures

Irrespective of the other provisions, Section 10 applies to exhibitors who give presentations, workshops and/or lectures during the physical event:

- (1) The topics and content details of the presentations, workshops and lectures must be submitted to succcet GmbH by 25 August, 2023.
- (2) succcet GmbH must be given the details of the contact person who shall be responsible for the exhibitor's presentations, workshops and lectures.
- (3) The exhibitor shall ensure that all presentations, workshops and lectures start and end on time.
- (4) At the physical event, the designated rooms must be occupied on time and vacated again within the framework of the hygiene concept (if applicable). The designated rooms are to be used solely for the contractually agreed purpose.
- (5) The exhibitor shall be responsible at his own expense for ensuring that he fulfils the technical requirements for giving his presentation, workshop or lecture.

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Section 11: Other Agreements / Final Provisions

(1) Place of jurisdiction

Insofar as the exhibitor is a merchant, a legal entity under public law or a special fund under public law, Stuttgart shall be the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship with the customer or from these General Trade Show and Exhibitor Terms and Conditions.

(2) Copyright notice

All content created by succcet GmbH is subject to comprehensive legal copyright. All rights are reserved.

(3) Written form requirement of agreements

Further agreements between the parties shall have to be drawn up in writing.

(4) Reservation of the right of modification

succcet GmbH reserves the right to modify these General Terms and Conditions for objective reasons. These reasons may consist of legislative changes, changes in case law, official directives, general decrees or changes in economic conditions.

(5) Severability clause

Insofar as one or more clauses are or become invalid, this shall not affect the remaining clauses.




Contact information

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