

General Terms and Conditions for Exhibitors

at the Bundeswehr Education and Training Convention

at Helmut Schmidt University / Bundeswehr University, Hamburg (HSU/UniBw H)

1 General

The Bundeswehr Education and Training Convention (hereinafter referred to as 'Event') combines two high-profile occasions, an academic/scientific as well as practically oriented congress and an accompanying specialized exhibition, under one roof. The Bundeswehr Training/Education Convention will take place as a hybrid event, i.e. it will be possible to attend it on site as well as virtually. The Center for Technology-Based Education and Training at HSU/UniBw H is the organizer of the Bundeswehr Training/Education Convention (hereinafter referred to as 'Organizer').

2 Purpose of the Event

The Event is devoted to the entire topic spectrum of education and training from an interdisciplinary perspective. One focus of the Event will be on technology-enhanced basic, advanced and follow-on training. The exhibition is geared to the range of topics addressed at the Convention.

3 Registration

3.1 Stand registration

Registration constitutes an irrevocable offer to the Organizer to enter into a contract that is binding on the exhibitor until the beginning of the Event.

3.2 Contractual content

Forming the content of the contract are, essentially:

- a) the registration of the exhibitor
- b) information for the exhibitor
- c) the General Terms and Conditions applicable to exhibitors (AGB-A)

3.3 inclusions under the contract conditions

In signing the stand registration the exhibitor accepts the AGB-A of the Organizer as binding. The exhibitor shall ensure that all persons employed by him at the Event also comply with the AGB-A.

4 Contract Conclusion

4.1 Confirmation of registration

The Organizer, in deciding to accept the offer, does so by confirming the registration in writing. With this confirmation of registration the exhibitor is informed about the stand category, location and size offered.

4.2 Restrictions regarding exhibitors and exhibition items

The exhibition stand and exhibition items shall be oriented as regards content to the range of topics addressed by the Event. The Organizer may, for technically justified reasons, in particular if the exhibition stand and the exhibition items are inconsistent with the purpose of the Event as specified under Para. 2 of the AGB-A, or if the space made available is inadequate, exclude individual participants from the Event. Similar applies especially to exhibition items that have not been registered or have been registered incorrectly.

Displays, posters, product presentations and services presented at the exhibition stand must not contain advertising but only factual information relating to the range of topics addressed by the Convention. Presentations shall be adapted and restricted to the topic(s) of the Bundeswehr Education and Training Convention.

The display of logos and company names on the exhibition stand is permitted.

Speakers Corner is an additional free-of-charge format, but must not include any advertising among the contributions.

Exhibitors will be listed in the Event catalog alphabetically and topically, including company name, logo and stand number.

5 Stand Allocation

5.1 Basic information

The Organizer allocates the stands in consideration of the topic of the Event and the spaces available. Requests regarding the location of stands are taken into account, where possible.

The Organizer provides an exhibitor index in the Event catalog.

Additional services such as stand planning and construction shall be arranged by the exhibitors separately.

Stands with a height of 2.50 m and/or floor loading of 300 kg/m² or more shall require the approval of the Organizer before the stand is set up. Four weeks before the start of the Event the exhibitor shall submit a drawing of the stand together with the relevant information to the Organizer.

The drilling of holes and placing of dowels in floors, walls or ceilings are not permitted.

The Organizer will provide the exhibitors with a free WLAN connection for their stand space. Exhibitors are not permitted to operate their own WLAN transmitter (access point).

The Organizer will provide a free 220 volt power connection for the exhibitors. Four weeks before the start of the Event, at the latest, exhibitors are required to inform the Organizer of the amount of electricity they expect to need (in kWh).

5.2 Equipment and manning during opening hours

Throughout the duration of the Event, during the scheduled opening hours, the stand shall be properly equipped and manned by competent personnel.

5.3 Neighboring stands

Care shall be taken not to disrupt neighboring stands and/or other exhibitors through emissions such as noise or odors. In case of infringements, the Organizer will be entitled to put a stop to the disruption and/or to shut down the stand of the disruptive exhibitor.

5.4 Changes

The exhibitor accepts that by the beginning of the Event the stand category, location and size may have changed compared with the point in time of admittance. The Organizer will inform the exhibitors of any changes in good time before the Event begins. Any entitlement to compensation is mutually excluded.

5.5 Exchange, transfer to third parties

Any exchange of the allocated stand with another exhibitor as well as the partial or complete transfer of the stand to a third party are excluded.

6 Event Duration

The Organizer reserves the right to defer the Event period of the Education and Training Convention and will inform the exhibitors of this in good time before the Event begins. Throughout its duration the Event will generally take place between 9:00 a.m. and 6:00 p.m. On the last day the Event will end at 5:00 p.m.

7 Setup and Disassembly Times

7.1 Setup

The setting-up of the exhibition and additional equipment that may be required for the seminar and presentation rooms will take place by 6:00 p.m. on the day preceding the start of the Event.

7.2 Disassembly

The disassembly of the exhibition stands and the removal work that may be necessary will take place on the last day of the Event from 5:00 p.m. onward. The disassembly shall be completed by 4:00 p.m. on the day following the Event.

7.3 The stands may be cleared only once the exhibition has been concluded (last day of the Event, from 5:00 p.m. onward). The setup and disassembly times shall be strictly complied with. Non-compliance may invoke a contractual penalty of up to 50 percent of the stand fee. Once the disassembly time has expired, the Organizer will be entitled to undertake or arrange for the disassembly as well as collection and storage of exhibition items at the expense of the exhibitor. Liability for loss and damage to exhibition items will be assumed only in case of willful intent and gross negligence.

8 General Supervision, Cleaning

8.1 The Organizer will provide security for the exhibition area. The guard service will comprise the security staff who are regularly employed in this regard. It is a requirement that individual insurance against theft be taken out.

8.2 The Organizer will arrange for cleaning of the exhibition area before and after the Event as well as on a daily basis prior to the start of events.

9 Domiciliary Right

During the Event the exhibitor will be subject to the house rules of HSU/UniBw H throughout the Event site.

10 Participation in the Convention

10.1 All exhibitors will receive Convention tickets for registered stand personnel as well as information about possibilities for participation in the hybrid event.

10.2 Holders of a Convention ticket may request to present a contribution of 30 minutes maximum at Speakers Corner during the exhibition. The contribution must not include any advertising, but only factual information relating to the range of Convention topics in accordance with Para. 2.

11 Network Event

The Organizer offers the possibility to take part in a network event. Exhibitors can purchase tickets for this evening event. Ticket bookings can be cancelled up to 14 days before the network event. Once the cancellation deadline has passed, the participation fee will be due in its full amount.

12 Catering

During the Event, refreshments will be on offer in the cafeteria of the university's main building (*Universitätshauptgebäude*) daily from 8:45 a.m. to 6:00 p.m.

Meals offered in the university canteen may be taken by Convention participants against payment.

13 Terms of Payment

13.1 Payment deadline

Unless a different payment deadline is stated in the invoice, the stand fee shall be paid, at the latest, 28 days after the invoice date into the account specified in the invoice by the Organizer, giving the customer and invoice number. Payment becomes due upon issuance of the invoice.

13.2 Assignment / offset

The assignment of claims against the Organizer is excluded. The offsetting of claims is permissible only with counterclaims that are indisputable or established by law.

13.3 Objections

Objections regarding the invoice can be considered only if they are addressed to the Organizer in writing within 14 days after issuance of the invoice.

13.4 Reminder

In case of non-compliance with the payment terms, the Organizer may charge a fee of 10 percent of the invoice amount.

13.5 Right of lien

In order to secure a claim, the Organizer reserves the right to exercise a right of lien with regard to the stand and, after giving written notice, to sell the pledged property privately. The Organizer will be liable for damage to the pledged property only in case of willful intent and gross negligence.

14 Cancellations, Non-attendance, Withdrawal

14.1 Cancellation / non-attendance

If, after confirmation of registration, the exhibitor declares his withdrawal up to two weeks before the start of the Event, the Organizer may impose a service charge amounting to 30 % of the stand fee, or at least EUR 300.00.

If the exhibitor declares withdrawal less than two weeks before the start of the Event, the agreed stand fee will be due in its full amount. In case of non-attendance by the exhibitor, the agreed stand fee will also be due in its full amount.

Withdrawal must be declared by registered letter to the Organizer. In case of withdrawal or non-attendance, the Organizer will be entitled to dispose of the stand in some other manner or to have it made ready for exhibition.

14.2 Withdrawal by the Organizer

The Organizer will be entitled to withdraw if

- a) the full stand fee has not been received by the point in time stipulated in the invoice and the exhibitor also fails to make payment after expiry of the grace period he has been set;
- b) the stand is discernably not manned in good time, i.e. 12 hours at the latest before the official opening;
- c) the exhibitor violates the house rules and fails to desist from his behavior even after being cautioned;
- d) the conditions for granting admission in the person of the registered exhibitor no longer exist, or the Organizer subsequently learns of reasons which, had they been known in time, would have justified non-admission. This applies in particular to the onset of insolvency on the part of the exhibitor. The exhibitor shall inform the Organizer immediately about any such event occurring.

15 Force Majeure

15.1 Event not taking place

If the Organizer is unable to hold the Event due to a circumstance beyond the control of both the Organizer and the exhibitor, then entitlement to the stand fee will lapse. The Organizer may invoice the exhibitor for already commissioned work in the amount of the costs incurred, unless the exhibitor demonstrates that the outcome of the work is not of interest to him.

15.2 Postponement of the Event

Should the Organizer be able to hold the Event at a later date, he shall inform the exhibitor of this without delay. The exhibitor is entitled, within one week after receiving this information, to decline participation on the changed date. In such a case entitlement to the stand fee will lapse.

15.3 Commenced Event

If the Organizer is compelled through force majeure to shorten or cancel the Event after its commencement, the exhibitor will not be entitled to any reimbursement or waiver of the stand fee.

16 Official Authorizations / Protective Rights

16.1 It is the exhibitor's responsibility, in principle, to obtain official authorizations. He is responsible for compliance with GEMA (German Performing Rights Society) as well as commercial,

police, health and other legal requirements including, in particular, the "Technical Equipment Act" (Equipment Safety Act).

16.2 The exhibitor shall ensure compliance with copyright and other commercial property rights relating to exhibition items.

17 Liability and liability insurance

17.1 Liability of the parties in contract and tort for any damage incurred in connection with the Event shall be subject to statutory regulations. Para. 7.3., Sentence 5, will remain unaffected.

17.2 The exhibitor shall inform the Organizer without delay of any damage in connection with the Event.

17.3 The exhibitor undertakes to exhaust every possibility to avert and mitigate damage and to report any circumstances that may be connected to any damage.

17.4 The exhibitor undertakes to indemnify himself and HSU/UniBw H from any claims of third parties that may arise against HSU/UniBw H in connection with the Event.

17.5 Because of his and their legal liability, the exhibitor shall adequately insure himself and all persons participating on his side in the Event against any damage they may cause in connection with the Event. An insurance sum of three million euros is generally regarded as adequate to cover personal injury and damage to property. At the request of HSU/UniBw H the exhibitor shall, in the event of damage, assign his claim(s) against the insurer to HSU/UniBw H. The exhibitor undertakes to notify HSU/UniBw H immediately of any termination of the insurance relationship or of any amendment to the insurance contract.

18 Data Protection

The personal data of the exhibitor shall be processed for the establishment, conduct and handling of the contractual relationship with the Organizer. This data can be disclosed to third parties for the purpose of fulfilling the contract. Further data protection information can be found at: <https://www.hsu-hh.de/ztb/anmeldung-zum-ausbildungskongress-2024>.

19 Photographs, Film and Video Recordings

HSU/UniBw H shall be entitled to have photographs taken and films and video recordings made regarding exhibition events, exhibition structures and stands, as well as exhibited items and the contributions in the Convention program, and to use them for self-promotion or media articles. By accepting these General Terms and Conditions for Exhibitors (AGB-A), the exhibitors and their staff shall agree to appear on recordings and to be shown in case of publication of photo, film or video material, if applicable.

20 Final Provisions

20.1 Written form

Any deviations from the contract terms, as well as any collateral agreements, will be legally binding only if the Organizer has confirmed them in writing.

20.2 Severability clause

Should one or more of these General Terms and Conditions for Exhibitors be invalid, this shall not affect the validity of the remaining provisions. The term(s)/condition(s) in question shall be amended so that the intended purpose is achieved.

20.3 German law

The mutual rights and obligations arising from this contractual relationship and as a result of this contract are subject to the law of the Federal Republic of Germany.

20.4 Place of jurisdiction and performance

The place of jurisdiction and performance shall be Hamburg in as far as the contracting parties are able to effectively agree on this.

For the Organizer:

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