

colectif code of conduct

1. registration

Registration for the fair takes place by sending in the fully completed registration form. The kolektif berlin bike fair stores the information on this form in an automatic procedure in accordance with § 33 of the Federal Data Protection Act and transmits it to third parties in the context of the fulfillment of your contractual obligations. The registration is binding and cannot be linked to conditions or reservations.

2. admission | allocation of stand space | co-exhibitor | cancellation of contract

2.1 The kolektif berlin bike fair decides on the admission to the trade fair based on the trade fair program, considering the other applications and the available space allotment at its own discretion. There is no legal claim to admission. The exhibitor contract comes into effect with the written notification of admission. If the content of the admission differs from the content of the application, the contract is concluded with the content of the admission, unless the differing content is objected to in writing within 2 weeks of receipt. The same shall apply if the event has to be relocated in terms of time or place; in this case, the notification of the admission shall be replaced by the corresponding notification of change by kolektif berlin bike fair. The admission is only valid for the respective event, the registered company and the registered products and services. Products and services other than those registered may not be exhibited.

2.2 The allocation of a stand area shall be made by kolektif berlin bike fair. The kolektif berlin bike fair will take the exhibitor's wishes into account as far as possible. There is no entitlement to the allocation of a specific stand area in a specific exhibition space or in a hall area. kolektif berlin bike fair is entitled, in individual cases and for good cause, to subsequently allocate the exhibitor a stand area that deviates from that approved, to change the size and dimensions of the allocated stand area, to relocate or close entrances and exits, and to make structural changes in the exhibition halls, without the exhibitor being able to derive any rights from this. In the event of a reduction in stand size, the difference in the participation fee will be refunded to the exhibitor. Objections must be made in writing without delay, and in any case during the duration of the event; later objections can no longer be considered.

2.3 The relocation, exchange or sharing of a rented stand area with co-exhibitors is only permitted with the express prior written consent of kolektif berlin bike fair. This applies to the use of the stand area by another company with its own products, irrespective of whether this company employs its own personnel within the framework of the fair and irrespective of whether it is an independent company or a group company or subsidiary. If the stand area is used by another company without the express consent of kolektif berlin bike fair, kolektif berlin bike fair is entitled to terminate the exhibitor contract without notice and to have the stand area cleared at the risk and expense of the exhibitor. The exhibitor is liable for the fault of other companies exhibiting on the stand space allocated to him, regardless of whether kolektif berlin bike fair has given its consent. If kolektif berlin bike fair has agreed in writing to joint use of the stand area by several companies, all companies shall be liable to kolektif berlin bike fair for payment of the participation fee and other costs and fulfillment of all other obligations - regardless of the legal grounds - as joint and several debtors.

2.4 kolektif berlin bike fair shall be entitled to refuse admission or to withdraw from the contract if there is good cause, if an admissible application has been made to open insolvency proceedings against the exhibitor's assets or if such an application has been rejected for lack of assets. The kolektif berlin bike fair must be informed of this immediately. After binding registration and admission, release from the contractual relationship is no longer possible.

3. construction and design of the stands | music on the stand

3.1 Stand construction and design must comply with the legal regulations and the guidelines of kolektif berlin bike fair for the design of stands. The commissioning of stand construction companies must be notified to and approved by kolektif berlin bike fair prior to the start of stand construction. The stands must be occupied and staffed for the duration of the event with the registered and approved exhibition goods.

3.2 kolektif berlin bike fair may demand that the exhibitor remove any exhibits which, due to their odor, noise or other emissions or their appearance, could cause a considerable disturbance to the operation of the trade fair or endanger the safety of exhibitors and visitors. If the exhibitor fails to comply with the request without delay, kolektif berlin bike fair shall be entitled to have the

exhibition goods objected to remove at the exhibitor's expense and risk and to close the stand concerned, without the exhibitor being entitled to any claims against kolektif berlin bike fair as a result.

3.3 The playing of music on the booth by exhibitors is only permitted with the prior consent of kolektif berlin bike fair.

4. participation fee and other costs | terms of payment | right of lien | set-off

The participation fee and other costs are calculated according to the size and location of the stand area and result from the kolektif berlin bike fair price list. The price list is binding and only valid for one trade fair date at a time. Subsequent price increases are only effective with the consent of the exhibitor. When calculating the stand area, structural conditions such as projections, pillars, installation connections and other fixed fixtures are not considered. Provided that usability is guaranteed and if there is no significant overall impairment, existing projections, pillars, installation connections and other fixed installations on the rented stand area do not entitle the exhibitor to a reduction in the participation fee or other costs.

5. domiciliary right

The kolektif berlin bike fair exercises domiciliary rights within the exhibition grounds. It is entitled to have exhibits removed from the stand if their display is contrary to applicable law, morality, or the exhibition program. Advertising for political and ideological purposes is prohibited. In the event of serious violations, kolektif berlin bike fair is entitled to close the stand of the exhibitor concerned or have it cleared.

6. insurance | liability

6.1 kolektif berlin bike fair shall commission a security company to guard the exhibition grounds for the entire duration of the trade fair, including the construction and dismantling periods. Notwithstanding this, kolektif berlin bike fair does not assume any duty of care for exhibition goods brought in by the exhibitor, for stand equipment and for objects owned by persons working on the stand. Any liability for damage and loss is excluded, provided that the exhibitor can insure these risks through an exhibition insurance policy. Upon request, kolektif berlin bike fair can arrange the conclusion of an exhibition insurance policy.

6.2 Notwithstanding the foregoing, kolektif berlin bike fair shall be liable within the scope of the statutory provisions only in the event of intent and gross negligence on the part of its employees and vicarious agents, unless the damage is foreseeable or involves a breach of material contractual obligations or injury to body or health. The liability of kolektif berlin bike fair is limited to the amount covered by your business liability insurance. Any further liability is excluded. This applies to all claims that could arise due to and in connection with this contract.

6.3 If, because of force majeure or for other reasons beyond its control, kolektif berlin bike fair is forced to vacate the exhibition area or parts thereof temporarily or permanently, or to postpone, shorten or extend the event, the exhibitor may not derive any rights from this, in particular any claims for damages against kolektif berlin bike fair.

6.4 The exhibitor shall be liable in accordance with the statutory provisions for any damage to the kolektif berlin bike fair caused by the exhibitor's personnel, vicarious agents or other third parties working for the exhibitor on the exhibition grounds.

7. statute of limitations

Claims against kolektif berlin bike fair arising from the contractual relationship and all legal relationships connected therewith shall become statute-barred within one year, calculated from the day on which the exhibitor becomes aware of the respective claim.

8 Place of Performance | Jurisdiction | Applicable Law

8.1 The place of performance shall be Berlin.

8.2 The place of jurisdiction, also in proceedings involving documents, bills of exchange and checks, shall be Münster, Germany, insofar as the exhibitor is a merchant, a legal entity under public law or a special fund under public law. The kolektif berlin bike fair is entitled, at your option, to assert your claims at the court of the place where the exhibitor has its registered office or branch office.

8.3 German law and the German text of these Conditions of Participation shall govern all legal relationships between the exhibitor and the kolektif berlin bike fair.

9 Final provisions

9.1 With his declaration of consent on the online form, the exhibitor accepts the General Exhibition

Terms and Conditions of kolektif berlin bike fair, as well as all other provisions relating to the contractual relationship, as binding.

9.2 The cancellation, amendment, and supplementation of the above provisions as a whole or of individual provisions shall require the written form. Compliance with the written form cannot be waived, not even by implication. Verbal collateral agreements have not been made.

9.3 Should these provisions be partially legally ineffective or incomplete, this shall not affect the validity of the remaining provisions or of the contract. In this case, the parties undertake to replace the invalid provision with such a provision or to fill the gap with such a provision with which the economic purpose pursued by the parties can be achieved as closely as possible. Important notes, regulations, and rules for the kolektif bike fair 2024 Instruction to the allocated exhibition stands/places will be given via the production office, after accreditation and issue of passes. Grinding and sawing work may only be carried out with a functioning exhaust system and will be penalized in the event of non-compliance. No painting or varnishing of walls and floors. Exhibition walls and furniture of the exhibition may not be changed in color or condition and placement without permission of the exhibition management/authorized persons. In case of damage or complaints, please inform the fair management immediately. Smoking is absolutely prohibited in the event rooms. No drilling or anchoring in walls and or the floors of the engine plant.

Fire protection: A copy of the fire protection certification (DIN4102 B1 or EN13501-1) must be available and shown. Open fire sources and pyrotechnic material are absolutely prohibited.

Designs and structural construction shall not pose a hazard to third parties. Electrical supply: It is confirmed that the electrical system/electrical equipment/electronic equipment of the machine or system has been tested in accordance with the provisions of the accident prevention regulation "Electrical Systems and Equipment" (BGVR/A3) and is not objectionable. In addition, the relevant VDE standards must be complied with. Occupational safety: Employees must comply with German occupational safety laws on site. No Easy-Up tents or beach flags are permitted in the halls of the Motorwerk Berlin. During the entire event, including set-up and dismantling, the specifications,

and regulations of the VStättVO applicable in Berlin apply.

The kolektif berlin bike fair is organized by RAD RACE GmbH.

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Local court: Münster, HRB 14803
Managing Directors: Ingo Engelhardt & Jan Sprünken

Münster, Oct 12th, 2023