Exhibition conditions

1. Organiser

VBA - Service GmbH
Linderhauser Straße 141, 42279 Wuppertal, Germany
Register of Companies Wuppertal HRB 8954

2. Event

Internationale Fachausstellung Bergen und Abschleppen (IFBA)
[International trade exhibition Recovery and towing]

3. Event venue

Messe Kassel GmbH
Damaschkestraße 55, 34121 Kassel, Germany

4. Event duration, opening times, assembly and disassembly times

4.1 Event period: 03 – 05 June 2027
4.2 Booth assembly:
01 June 2027, 12 noon – 6.00 pm:
only for exhibitors authorised in advance
02 June 2027, 9,00 am – 6.00 pm:
admission on both days only with valid exhibitor ID!
4.3 Booth disassembly: 05 June 2027, 2.00 pm – 8.00 pm.
Here the exhibition site is open to drive in without a parking permit or exhibitor ID.
4.4 Opening times for exhibitors during the event:
03 June 2027: 8.00 am to 6.00 pm
04 June 2027: 9.00 am to 6.00 pm
05 June 2027: 8.00 am to 2.00 pm
Visitors:
03 June 2027: 10.00 am to 6.00 pm
04 June 2027: 10.00 am to 6.00 pm
05 June 2027: 9.00 am to 2.00 pm

5. Terms of payment

5.1 Together with the booth confirmation, the exhibitor receives an invoice for the booth rental fees and other services.

5.2 The costs for services, installations and consumption will be invoiced separately.

5.3 All invoice amounts are due for payment within 14 days without deduction and are to be transferred to the bank account stated on the invoice. Cheques, in particular from foreign countries, will not be accepted and will be returned immediately to the sender.

5.4 The exhibitor remains the debtor in the case of invoices sent to third parties on the exhibitor's instruction.

5.5 The organiser is entitled to demand advance payment for services and other auxiliary costs. This lump sum is due immediately upon receipt of the invoice. Following the trade fair each exhibitor receives a final bill for the costs incurred on site (connections, proportional consumption, the proportional lump sum for on-call service and all further costs incurred for items, space or services subsequently ordered on site).

5.6 An entitlement to a booth location is established only after approval (see number 8 below) and full payment of the invoices. Booth locations that have not been paid for by the due date can be reassigned to others by the organiser. Any losses shall be debited to the exhibitor; claims to a refund of any part- payments made are voided.

5.7 If the exhibitor is in default of payment, a fee of 5 Euros shall be charged for each reminder letter. In the case of default of payment, interest shall be charged at a rate of 8 percent p.a. above the base lending rate from the start of the default.

6. Rental prices

6.1 The rental prices are to be taken from the declaration of participation. Each part square metre counts as a whole square metre. Areas for pillars etc. are not subtracted.

6.2 The prices for other services arise from the respective order forms.

6.3 All rental and other charges are net prices, to which VAT will be added at the legally prescribed rate, and are due for payment within 14 days.

7. Registration

7.1 The registration must take place by means of the declaration of participation and by the closing date stated on the declaration. Declarations of participation received after the closing date will be taken into account if possible. If these bookings can still be implemented, the rent per square metre increases by 5%.

7.2 The organiser is not responsible for errors arising from imprecise or illegible details on the registration form.

7.3 As a matter of principle, the organiser's current form, 'Declaration of Participation', must be used for the registration and the original copy must be returned to the organiser by the deadline. The exhibitor is the entity whose name appears on the declaration of participation.

7.4 Registrations stipulating conditions with regard to the size, position or special characteristics of the booth, on whose fulfilment the effectiveness of the registration is made dependent, will not be processed. The demand for the exclusion of competing companies will be considered an inadmissible condition.

7.5 A basic entry in the list of exhibitors becomes mandatory on registering for the trade fair. The details and the costs arising from this can be taken from the order form 'Entry in list of exhibitors'. This is part of the registration.

7.6 In submitting the signed documents, the exhibitor accepts the exhibition conditions. These can be viewed online at www.ifba.eu.

8. Approval

8.1 The organiser decides on the selection and approval of the exhibitors at its own discretion, taking into consideration the purpose of the event and the available capacities. No legal right to approval exists, in particular not if outstanding debts are owed to the organiser by the exhibitor.

8.2 The goods and services to be exhibited must be precisely specified in advance. The exhibitor expressly confirms that all devices and vehicles that it exhibits comply with occupational health and safety rules and Employer's Liability Insurance Association regulations. Only vehicles that have been accepted by the TÜV and the Traffic Employer's Liability Insurance Association are approved for the IFBA. Devices/vehicles that do not comply with these directives must be marked by the exhibitor with the notice 'Device intended for export' or 'Device can be retrofitted in accordance with the regulations of the Employer's Liability Insurance Association'.

8.3 If the approval was given on the basis of false details supplied by the exhibitor, the organiser shall be entitled to withdraw from the contract and to assert claims for compensation if applicable.

9. Assignment of location

9.1 The assignment of the booth locations takes place in the order of receipt of the registrations and is in every case the responsibility of the organiser. A right to a certain location does not exist.

9.2 Following the assignment the exhibitor receives a confirmation of participation on which the designation of the booth is noted. The current hall plans can be viewed online at ifba.eu.

9.3 The contract is concluded with the sending of the confirmation by the organiser.

9.4 The organiser reserves the right, even after conclusion of the exhibition contract, to make any amendments that become necessary for an important reason. Such amendments entitle the exhibitor neither to withdraw nor to assert claims for compensation against the organiser.

9.5 Structural elements, in particular pillars, columns, projections, power connections etc. are components of the assigned area. The properties and load-bearing capacity of the floor is to be taken into account by the exhibitors, as is the further general technical hall information (each exhibitor receives this with the confirmation and it can also be viewed online at www.ifba.eu or www.messe-kassel.de). The exhibitor is liable for damage.

9.6 The minimum area of a booth is 12 square metres; smaller areas are assigned only in special exceptional cases. This is the case, for example, if such areas arise during the planning.

10. Subletting, collective exhibition, exchange

10.1 Subletting or cession of the exhibition area or parts thereof to third parties is fundamentally prohibited.

10.2 An exchange of the assigned exhibition area between the exhibitors must be approved in writing by the organiser beforehand.

10.3 Collective exhibitions, i.e. joint exhibitions on an assigned exhibition area, are prohibited.

11. Design of the booths

11.1 The construction and design of the booth must comply with the organiser's specifications and the legal regulations. Each breach entitles the organiser to make amendments at the exhibitor's expense or to have the booth barred.

11.2 The exhibitor must ensure that escape routes are kept clear over their entire width (3 m) and that fire protection systems remain freely accessible.

11.3 Exceeding the assigned booth borders is inadmissible. Booth structures that exceed the dimensions must be removed by the exhibitor on demand and lead, if disregarded, to subsequent billing or to chargeable removal at the expense and risk of the exhibitor. The subsequent billing for the extra area at the valid square metre price also takes place in the case of acceptance by the exhibition management. The same applies to the parking of vehicles, trailers, etc. on the exhibition site outside the booth location.

11.4 The unauthorised use of movable and immovable goods belonging to Messe Kassel GmbH is forbidden and must be reversed at all times by the causer. Hall parts, technical facilities and any property of Messe Kassel GmbH must not be modified, damaged or soiled in any way. The attachment of bolts and anchorings as well as painting or pasting is also forbidden. Only removable adhesive tape (e.g. TESA linen tape) is to be used for the fixing of materials (e.g. carpet) to the hall floor. In case of offence the exhibitor is liable to restore the original condition at his own expense.

11.5 Only flame-resistant materials are to be used for the design of the exhibition booth. Materials not complying with the safety regulations of the professional fire brigade can be removed if necessary at the expense of the leaser. The organiser accepts no liability for deficiencies resulting from this.

12. Hygiene and Covid-19 protection regulations

12.1 The statutory Covid-19 protection regulations as well as the hygiene concept of the IFBA and that of the federal state of Hesse apply throughout the exhibition grounds.

12.2 The exhibitor must ensure compliance with the conditions listed under 12.1 and bear the costs for implementation on the exhibition stand.

13. Booth assembly and disassembly

13.1 The booth is assembled and disassembled during the times specified in item 4.

13.2 Each exhibitor receives a date from the exhibition management on which he is entitled to drive onto the exhibition site. Access is not permitted prior to that. Disregarding this may result in the forfeiture of the right to the booth, and vehicle access to the exhibition site may be refused. Claims for compensation for damages against the organiser do not arise from this.

13.3 The assembly of the booth must be completed by 6.00 pm on the day before the event. If the assembly of the booth has not begun by this time, the right to the assigned place is forfeited. Claims against the organiser for compensation of damages do not arise from the aforementioned cases. Another booth location will be assigned if possible. Costs incurred by the organiser due to this shall be borne by the leaser.

13.4 The exhibitor is obligated to occupy the booth during the entire period of the trade fair.

13.5 Disassembly of the booth before the official end of the trade fair is not permitted. Disassembly takes place from 2.00 pm until 8.00 pm at the latest. The disassembly of the booth must be completed by 8.00 pm on the last day of the trade fair and the booth is to be left in an orderly and clean condition. In the event of an offence, the organiser is entitled to clear the booth at the risk and expense of the exhibitor.

13.6 VBA Service GmbH and Messe Kassel GmbH are not obligated to accept goods or shipments on behalf of the exhibitors. If a shipment is nevertheless accepted, neither company shall be held liable for incorrectly or incompletely addressed shipments or for the loss, incompleteness or damage to a shipment or its parts. The exhibitor is obligated to collect and transport the shipment at its own expense.

14. Traffic regulations

14.1 The instructions of the persons assigned by the organiser must be followed. The German Road Traffic Regulations and a speed limit of 10 km/h apply to the entire exhibition site and the car park.

14.2 Vehicles may enter in principle by Gate F only. Driving onto the site takes place at the exhibitor's own risk and is possible only with a valid exhibitor ID.

14.3 In addition to the exhibitor ID, cars or car-like vehicles require a parking permit for entrance to the exhibition site. This permit is to be purchased for 50 Euros at the entrance gate. This sum will be reimbursed upon leaving the exhibition site again within 30 minutes. After that or in case of loss it is retained.

14.4 Parking permits must be filled in completely and placed behind the windscreen where they can easily be read.

14.5 Vehicles may be parked outside the exhibition booth only in the parking spaces assigned by the personnel. In no case may fire-brigade access roads, emergency exits, thoroughfares, practice area, etc. be blocked. Vehicles are to be removed on request.

15. Technical services

15.1 Power and water connections must be booked in advance through the organiser using the appropriate form. Installations of supply and drain connections may be carried out exclusively by the contracting partner of the organiser.

15.2 Connections, machines or devices not having the required technical approval or not conforming to relevant regulations may not be operated. The exhibitor is liable for all damage caused by defective devices or connections, in particular if these do not conform to the VDE regulations.

15.3 The organiser shall not be held liable for interruptions or fluctuations in the electricity and water supplies.

15.4 The individual booths are demarcated by markings. The exhibitor must provide for visual separation from the neighbouring booth by means of rear and side walls as well as carpet. This can be booked through the organiser with the latter's contracting partner using the appropriate form.

15.5 Articles lent to the exhibitor by the organiser or his contracting partner are to be treated with care and returned undamaged. Defects shall be charged to the exhibitor.

15.6 Complaints regarding the technical services are to be made to the organiser immediately.

15.7 The costs for services, installations and consumption are invoiced separately (see item 5).

16. Exhibition of motor vehicles, combustible liquids

16.1 Vehicles with internal combustion engines may be exhibited in the halls only with the quantity of fuel necessary for driving in and out. The battery must be disconnected and the fuel tank closed. Internal combustion engines may not be operated in the halls.

16.2 Fuels and other combustible liquids or gases may not be stored in the booth or on the exhibition site.

17. Demonstrations, booth hospitality, trade fair party, booth maintenance

17.1 In case the exhibitor wishes during the course of the event to deviate from the actual purpose of the event (demonstrations, music, etc.), the exhibitor must consult the organiser beforehand regarding this and must obtain separate written confirmation.

17.2 The dispensing of beverages during the exhibition is permitted only if free of charge. The purchase and dispensing of meals must take place via the organiser's service providers. Furthermore, the legal regulations on food hygiene are to be complied with.

17.3 Furthermore, demonstrations, acoustic advertising, music or other activities (e.g. barbecuing in the outdoor area, fog machines, pyrotechnics, etc.) during the trade fair or a subsequent trade fair party require the prior permission of the organiser and may in no case disturb neighbouring exhibitors. The organiser is entitled, despite having given prior permission, to restrict or prohibit any demonstrations and actions that cause noise or visual and other annoyances. In the case of an (exhibitor) party, the loudness of the entertainment at the booth may not exceed room volume level (80 dB[A]).

17.4 During the trade fair and in the case of an (exhibitor) party, it is forbidden to dispense and imbibe spirits including cocktails at the booth and on the exhibition site.

17.5 In the case of a (practical) demonstration/product presentation, the area must be secured independently by the exhibitor/presenter in such a way that the public are not endangered. The exhibitor carrying out the demonstration is liable for injuries to third parties.

17.6 Copyright is to be respected and the use of protected works or rights is the exhibitor's own affair. GEMA fees are to be registered and paid by the exhibitor itself.

18. Exhibitor IDs

18.1 Exhibitors have a right to free exhibitor IDs, whose quantity depends on the size of the trade fair booth.

18.2 Exhibitor IDs entitle the bearers to enter the trade fair grounds during the assembly times.

18.3 The exhibitor IDs are intended only for the booth personnel; they must not be passed on to third parties. They will be withdrawn without replacement in case of misuse.

19. Surveillance/ insurance

19.1 The organiser provides for general surveillance of the site, without liability for losses or damages. To this end a security company is commissioned to perform the night watch.

19.2 The organiser is liable to the exhibitor only for damage caused by gross negligence on the part of its employees or vicarious agents. The organiser shall not compensate for damages such as theft, third party damages, etc.

19.3 The exhibitor is obligated to supervise its booth itself during the entire event (assembly, disassembly and trade fair). To this end the security company authorised by the organiser can be booked separately by the exhibitor at its own expense using the form provided. The booth must be insured by the exhibitor itself.

19.4 The taking out of exhibition insurance for the exhibited vehicles, structures, accessories and goods is to be proven on request, likewise the confirmation of cover issued by the exhibitor's own liability insurer for the duration of the exhibition.

19.5 The exhibitor expressly renounces the assertion of all claims against the organiser for compensation of damages resulting from dangers such as water damage, including the dangers involved in transport to and from the exhibition. This risk is to be insured by the exhibitor at its own expense.

19.6 In the case that an announced (exhibitor) party takes place in the exhibition halls following the end of the exhibition, the exhibitor must secure its booth itself. The organiser cannot be held liable for damage caused to and at the booth or to third parties.

19.7 The presence of the booth personnel on the trade fair site is limited to 7.00 pm; the site is to be cleared by that time. Exceptions to this are special events, such as an (exhibitor) party.

20. Cleaning

20.1 The organiser provides for an intermediate and final cleaning of the gangway areas in the exhibition halls. The cleaning of the booth is the responsibility of the respective exhibitor. It can be carried out by the exhibitor's own personnel or by companies approved by the organiser. Ordering can take place using the form provided.

20.2 The storage of empties of any kind (e.g. packaging) in the hall and the outdoor area is forbidden. Empties are to be removed immediately. If the exhibitor does not comply with a request to remove impermissibly stored items, the organiser is entitled to arrange their removal at the expense and risk of the exhibitor.

20.3 The exhibitor itself is responsible for the proper disposal of booth materials after disassembly, in particular of floor coverings, packaging and bulky waste. The exhibitor shall bear the costs of the disposal of any items left behind.

21. Advertising

21.1 Advertising of any kind is fundamentally permitted only within the exhibitor's own booth. Over and above that, this is subject to fees and agreement. The distribution of leaflets by the individual exhibitors among one another is permitted. There are no objections to the distribution of free samples by the exhibitors, as long as the course of the event is not obstructed or disturbed.

21.2 The organiser is entitled to remove inadmissible or unfair advertising and to secure this, if necessary at the exhibitor's expense. The exhibitor is responsible for the contents of the advertising.

21.3 Demonstrations, in particular over acoustic amplifiers, and addresses exceeding the bounds of the exhibitor's own booth must be approved by the organiser.

21.4 The exhibitor authorises the organiser to report on the exhibition booths, exhibits etc. in printed and online media and to advertise with logos, photos and audio recordings.

22. Force majeure and pandemic conditions

22.1 If the exhibition has to be moved to a period other than that foreseen for compelling reasons for which the organiser is not responsible, the agreements reached also retain their validity for a new date.

22.2 Should it become impossible for the exhibitor to operate the exhibition stand in the event of a domestic and foreign travel ban as well as a travel ban to Germany ordered by the state due to a pandemic, the organizer will reimburse the exhibitor for 90 percent of the stand rent already paid. All other costs incurred in connection with the exhibition are to be borne by the exhibitor. The same applies in the case of a state order of quarantine

regulations in Germany. In all cases, the exhibitor must be able to credibly demonstrate the impossibility of operation with appropriate evidence.

23. Withdrawal

23.1 Right of the organiser to withdraw

If the exhibitor does not make due payments according to the contract, the organiser can withdraw from the contract if it has set the exhibitor an appropriate time limit to pay and this has expired fruitlessly. The setting of a time limit can be dispensed with in cases covered by Art. 323 Section 2 BGB (German Civil Code). The organiser can also withdraw from the contract if the exhibitor breaches a contractual obligation to respect the rights, legal rights and interests of the organiser and adherence to the contract is no longer reasonable for the organiser.

In the case of the opening of insolvency proceedings against the exhibitor, the organiser is entitled to terminate the contract without notice. The exhibitor must inform the organiser immediately about any insolvency proceedings.

The organizer is entitled to withdraw from the contract if hygiene and Covid-19 protection regulations (see sections 12.1-12.2) are violated and it is not possible to remedy the defects or if remedial measures are refused. In this case the exhibitor has to reimburse all expenses incurred by the organizer.

In all the above cases of a withdrawal by the organiser, the organiser is also entitled in addition to the withdrawal to demand all agreed payments from the exhibitor as lump sum compensation for damages.

The organiser can, however, also demand further compensation for damages. The exhibitor can demand a reduction in the lump sum compensation for damages if it can prove that the organiser has suffered lower damages than the lump sum damages asserted.

23.2 Withdrawal of the exhibitor

Following the admission of the exhibitor to the trade fair event and the conclusion of the contract, a withdrawal or a reduction in the booth area by the exhibitor is generally no longer possible, unless a reason for the withdrawal is grossly negligent or deliberate behaviour on the part of the organiser. The same applies to any additionally agreed services. If the exhibitor cancels its participation in the trade fair, the organiser is entitled to dispose of the area rented to the exhibitor in some other way. This applies irrespective of whether the exhibitor has a right to withdraw.

An exhibitor that cancels its participation in the trade fair without having a right to withdraw must make all agreed payments to the organiser if the exhibition space is unoccupied during the event. This also applies even if the organiser has otherwise disposed of the area. In this case, however, the organiser must allow the value of the expenses saved and the benefits that it obtains from the alternative disposal of the exhibition area to be offset

24. Reservations

If there are compelling reasons, the organiser is entitled to postpone, shorten or extend the trade fair or to partly or entirely close it at certain times or to cancel it. In such justified exceptional cases, as in all cases of force majeure, the exhibitors have no right to withdraw, nor do they have any right to a reduction in the booth rental price or to claims for compensation of damages. If the trade fair does not take place due to the aforementioned reasons, the exhibitor can be charged an amount of up to 25% of the booth rental fee by way of a general reimbursement of costs. Higher individual amounts can be charged only if the exhibitor had ordered additional chargeable services. Claims against the organiser for compensation of damages are excluded.

25. Contractual penalty

A contractual penalty of 2,500 Euros is payable immediately for each offence against the exhibition conditions and the exhibition contract. The right to claim further compensation of damages is reserved.

26. Cut-off period

All claims on the part of the exhibitor against the organiser are forfeited if they have not been asserted in writing within four months of their arising and, following a rejection, which must take place within two weeks, have not been asserted in a court of law within a further four months.

27. General information

The organiser has the domestic authority on the entire exhibition site. By submitting the declaration of participation the leaser accepts the exhibition conditions and confirms taking note of same. Subsidiary agreements and deviations from the exhibition conditions, regardless of their nature, are legally binding only if they are confirmed in writing.

28. Place of fulfilment and place of jurisdiction

The place of fulfilment and place of jurisdiction is Wuppertal.

29. Severability Clause

If individual provisions of this contract should be ineffective or unworkable, or if they should become ineffective or unworkable following conclusion of the contract, this shall not affect the effectiveness of the contract as a whole. The ineffective or unworkable provision shall be replaced by an effective and workable provision that best achieves the economic goal that the contracting parties had pursued with the ineffective or unworkable provision. The above provisions apply correspondingly in case the contract should prove to have loopholes.