

EAIE EXHIBITION 2020

ICWE TERMS AND CONDITIONS

1. CONTRACTING PARTY AND ORGANISER OF THE EAIE

The EAIE Exhibition is held and hosted by the European Association for International Education (EAIE), 1017 BT Amsterdam, Herengracht 487.

The EAIE has assigned the organisation of the EAIE Exhibition, including but not limited to the Exhibition stand and space rental to Exhibitors, to ICWE GmbH. The EAIE is not a party to the contract between ICWE and the Exhibitor. For contracts with:

ICWE GmbH
Leibnizstraße 32
10625 Berlin
Germany

Managing Director: Rebecca Stromeyer
registered in Charlottenburg Local Court (Amtsgericht Charlottenburg), HRB 189296
VAT-ID: DE 313 977 631

The following General Terms and Conditions of Business (the Terms) apply. These Terms shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing.

2. ELIGIBLE PARTICIPANTS – ACCEPTANCE

Participation in the EAIE Exhibition is open to individual exhibitors and groups of exhibitors who are in a position to contribute directly to the subject matter of the exhibition (*ie* international higher education).

To be accepted as an Exhibitor is subject to the approval of ICWE (and the EAIE). ICWE reserves the right on a case-by-case basis to accept an application or not. There is no general right or claim to participation in the EAIE Exhibition. ICWE's receipt of a booking and/or payment does not constitute acceptance. Payments received from unsuccessful applicants will be returned.

Participation in the exhibition will be confirmed by ICWE in the form of a separate and personalised confirmation sent in writing (e-mail).

3. APPLICATIONS AND CONCLUSION OF CONTRACT / GROUPS OF EXHIBITORS

3.1 Applications

The information on the EAIE website (www.eaie.org) about the EAIE Exhibition is provided so that interested parties may submit an application to participate.

Applications must be submitted using the online 'Exhibition Stand Booking Form' on the EAIE website. The submission of the application to ICWE by clicking on the 'Confirm booking' button is an irrevocable offer to enter into a contractual agreement with ICWE.

3.2 Conclusion of the Contract

The contract becomes binding upon submission of the application form. ICWE will review and confirm an applicant's participation in the EAIE exhibition in the form of a separate and personalised confirmation sent in writing (e-mail). ICWE also reserves the right to reject applications.

The confirmation is only valid for the exhibitor named on the application form. Full or even partial transfer of the confirmed rights and obligations to a third party or parties is not permitted unless approved by ICWE in writing (e-mail).

3.3 Groups of exhibitors

Groups of exhibitors are requested to nominate a representative who will accept the responsibility and liability of the group to the exhibition management (ICWE GmbH), who has the authority to sign on behalf of the group and who will be responsible for the overall organisation of the stand, including the registration of all complimentary and reduced-rate conference registrations.

3.4 Invoicing

Invoices of stand bookings, extra orders etc. will only be sent to the exhibitor named on the application form. The organisation mentioned in the booking will be responsible for the payment of all orders, unless approved differently by ICWE in writing (e-mail).

4. ALLOCATION OF STANDS / STAND BUILDING AND FURNISHING

4.1 Stand allocation

ICWE is entitled to decide on the allocation of exhibition space, the execution of instructions concerning the building of the stands and passages, and on all required safety measures. ICWE will allocate the stands and try, wherever possible, to comply with the requests of the exhibitor. However, ICWE cannot guarantee that all wishes will be fulfilled. Any exchange of space between two or more exhibitors will be subject to the approval by ICWE.

4.2 Sharing of stands

Sharing of stands of two or more individual organisations must be approved by ICWE in writing and is subject to a surcharge of €750 (excluding VAT) per additional exhibitor. Exhibitors will only receive one entry in the list of exhibitors per stand. Should an exhibitor share their stand without first gaining the permission of ICWE (written confirmation), this shall be grounds for dissolving the contract without notice and having the stand space vacated at the exhibitor's risk and expense.

4.3 Sub-exhibitors

Sub-exhibitors are companies within groups and subsidiaries, or with their own products and their own personnel, that use the stand area of the main exhibitor. ICWE must be informed of each individual sub-exhibitor of the main stand. Applications for sub-exhibitors will be reviewed and approved by ICWE, who will confirm their participation in writing. Rejected sub-exhibitor applications will automatically be considered as stand sharing and the stand sharing surcharge will apply (see 4.2).

Should the main exhibitor accommodate a sub-exhibitor or a company without first gaining the permission of ICWE (written confirmation), this shall be grounds for dissolving the contract without notice and having the stand space vacated at the

exhibitor's risk and expense. Exhibitors are not allowed to sub-lease to sub-exhibitors with the purpose of making a profit.

4.4 List of exhibitors in the conference programme

The details for entry in the list of exhibitors should be submitted upon registration via the online exhibition stand booking form. The EAIE, the overall conference organiser, reserves the right to edit any submissions. The list of exhibitors will be distributed digitally and in print*. The EAIE will publish one entry per registered stand, using the data that has been submitted in the stand booking form under the 'Contact' section

Exhibitors can be excluded from the printed and digitally list of exhibitors when the stand fee reservations costs have not been transferred according to the payment deadline.

The data gathered will be treated according to GDPR regulations. Download [ICWE's Data Privacy Notice](#).

** This cannot be guaranteed for late stand bookings made after 15 June 2020.*

4.5 Visitors to the exhibition

All visitors to the EAIE Exhibition must be registered conference participants. Details about online registration will be available at a later time.

4.6 Stand building

The standard stand height is 2.50m. Any further information, limitations and restrictions will be provided online or in the exhibitors' handbook respectively. If an exhibitor is intending to contract their own stand builder for an independent construction of the stand at the exhibition, please see point 4.8 below.

4.7 Shell scheme stands

Standard shell scheme stands will be equipped with a standard set of furniture, power sockets, spotlights according to stand size and a standard fascia board depending on the stand size. The stand fee includes the following:

Stand size	Standard Table	Standard Chair	Power Socket (500W)	Standard Fascia board
9 m ²	1	4	1	1
12 m ²	1	4	1	1
15 m ²	1	4	1	1
18 m ²	1	4	2	1
21 m ²	1	4	2	1
24 m ²	1	4	2	1
27 m ²	1	4	2	1
30 m ²	1	4	2	1
33 m ²	1	4	2	1
36 m ²	1	4	2	1
45 m ²	2	6	3	1
54 m ²	2	6	3	1
60 m ²	3	9	3	1

For stands of 60 m² or larger please contact ICWE for further information.

Fee waiver and reduced entitlements for stand staff are included according to the stand space size booked (see Clause 9).

4.8.Space only

Exhibition space only for independently constructed stands built by an external stand builder

Exhibitors have the option to book exhibition space only, either as a corner stand, end-of-row stand or island stand, at a reduced stand rental rate, in order to build an independently constructed stand by an external stand builder.

Space only means clean exhibition space and does not include any stand structure, furniture, stand ID, power, lighting, carpet or cleaning.

Basic stand cleaning for space-only stands is compulsory and will be charged separately at € 5,00 per m².

Space-only corner stands and space-only end-of-row stands are available for stand spaces of 18m² and larger, island stands are available for stand spaces of 54m² and larger, all of which are independently constructed by an external stand builder.

Exhibitors who have booked a stand space smaller than 18m² have to inform ICWE of their wish to build a customised stand. This request has to be indicated in the online booking form and has to be approved by ICWE. The reduced rate does not apply to stands smaller than 18m².

A violation of these conditions shall be grounds for dissolving the contract without notice and having the stand space vacated at the exhibitor's risk and expense.

Please contact ICWE for further information.

The design and construction of the independently constructed stand is subject to approval by ICWE. ICWE must be provided with a sketch of the stand and the contact details of the external stand builder by 15 June 2020 at the latest. The final sketch of the stand needs to be approved by ICWE and the venue and has to be sent to ICWE no later than 30 June 2020.

Fee waiver and reduced entitlements for stand staff are included according to the stand space size booked (see Clause 9).

4.9 Stand height above 2.50m

The standard stand height is 2.50m. Only exhibitors with an independently constructed stand of 18m² and larger will be allowed to build a stand higher than 2.50m. This will be subject to written approval and a surcharge which is 10% of the cost of the exhibition space total fee (excluding VAT).

The costs of the construction of the increased stand height are not included in the surcharge. Please contact ICWE for height restrictions. This offer is subject to logistical restraints and also subject to approval by the venue and ICWE.

The deadline for inquiring about additional height is 8 June 2020. ICWE must be provided with a sketch of the stand by 15 June 2020 the latest. The final sketch of the stand needs to be approved by ICWE and the venue and has to be sent to ICWE no later than 30 June 2020.

Exhibitors can either book increased stand height or hanging sign, a combination of both is not possible.

4.10 Hanging signs & digital banners

The option of hanging signs is available only to corner stands and end-of-row stands of 18m² and larger and island stands of 54m² and larger. This option will be subject to a surcharge which is 10% of the cost of the stand fee/fee for exhibition space only for independently constructed stands (excluding VAT).

The costs of the sign production and the hanging of the sign (including rigging points and electricity) are not included in the surcharge and will need to be paid for by the exhibitor. The sign must be located 50cm within the stand border from the aisle(s) and neighboring exhibitors on all sides. Please contact ICWE for height restrictions. Dimensions and design of the hanging sign must be approved by ICWE.

The sketch of the stand and a draft of the artwork of the sign have to be sent to ICWE by 15 June 2020.

The final artwork must be sent to ICWE by 30 June 2020. This offer is subject to availability and logistical restraints and also subject to approval by the venue and the organisers. For late bookings after 15 June, this option cannot be guaranteed.

The option of digital banners is available only to end-of-row stands and island stands of 60 m² and larger.

This option will be subject to a surcharge which is 15% of the costs of the stand fee for exhibition space only for independently constructed stands (excluding VAT).

The costs of the sign production and the hanging of the digital banner (including rigging points and electricity) are not included in the surcharge and will need to be paid for by the exhibitor.

The digital banner must be located 50cm within the stand border from the aisle(s) and neighboring exhibitors on all sides. Pictures should be stilled and can be presented as a slide show, with an interval of 2 minutes. No sound is allowed. The back of the screen should be covered. Please contact ICWE for height restrictions. Dimensions and design of the digital banner must be approved by ICWE. The sketch of the stand and a draft of the content of the digital banner have to be sent to ICWE by 15 June 2020. The final content of the digital banner must be sent to ICWE by 30 June 2020. This offer is subject to availability and logistical restraints and also subject to approval by the venue and the organisers.

For late bookings after 15 June, this option cannot be guaranteed.

4.11 Internet access

There will be a general limited free wireless Internet at the EAIE Exhibition. This network will only be suitable for checking e-mails, *etc*, but not for up- and downloading big amounts of data or showing online presentations. There will be the opportunity to order an individual wired Internet connection, *eg* for downloading information or presentations through the exhibitors' portal. No rogue wireless Internet networks are to be installed as these interfere with the overall network causing inconvenience to all other exhibitors and participants. Violation of this will be grounds for dissolving the contract without notice and having the stand space vacated at the exhibitor's risk and expense.

4.12 Microphone and sound system usage

Microphone and sound system usage is only permitted with the prior approval by ICWE and should not disturb other exhibitors. The exhibition management reserves the right to test the noise levels if they believe this to be necessary and to terminate the activity if necessary.

4.13 Receptions at stands

Receptions at exhibition stands are allowed in the exhibition hall at certain times during exhibition hours. ICWE must be informed of any receptions planned. Restricted reception times will be communicated in the exhibitors' handbook. Receptions are subject to final approval by ICWE. Catering for receptions needs to be ordered through the local partner. Catering has to be ordered according to the food and drinks regulations of the host country. More information about ordering catering will follow in the exhibitor's handbook.

5. FEES AND PAYMENT CONDITIONS

5.1 stand fee

The stand rental charge for exhibition stands are as indicated below, prices are in Euro, per m², excluding VAT:

Row stand	Corner stand	Space only corner	Space only end-of-row	Space only Island fixed ratio*
€ 499	€ 559	€ 509	€ 519	€ 529

*fixed ratio: the measurements of the stand will be determined by ICWE. In case you have your own structure and need to determine the measurements of the stand yourself, please contact ICWE. Please notice that for free ratio stands, an additional fee of EUR 25 per m² applies

Space only corner and space only end-of-row stands are available from 18 m² upwards, Island stands are available from 54 m² upwards

The above rates are **Early Bird Fees** and will be available until **29 February 2020**. **Regular Fees** (Early Bird Fee +10%) will apply from **1 March 2020 until 28 June 2020**.

For exhibition stands and space booked from **29 June 2020** onwards, the **Late Fee** will apply (€ 450,00)

In the event that an exhibitor books a shell scheme stand and converts it into a space only stand later, the rules and regulations for space only stands will apply.

5.2 Service fee

A service fee of € 410 applies to all standard shell scheme row and corner stands. The service fee covers the general cleaning service, basic stand cleaning, electricity installation fee, civil liability insurance and security.

A service fee of € 260 applies to all space-only stands. This service fee covers the general cleaning service, civil liability insurance and security. For space-only stands, electricity packages are to be booked separately. Basic stand cleaning for space-only stands is compulsory and will be charged separately at € 5 per m².

5.3 Payments

All fees are payable in Euros (€). Rent and additional charges are payable within 14

days of the invoice date unless an alternative date is given on the invoice. The

amount due and payment method are specified on the invoice. Credit card payments are accepted for VISA and MasterCard only, the maximum amount for credit card payments is € 10,000. Please note that for credit card payments above € 1,000, ICWE reserves the right to ask for additional documentation. ICWE does not accept payment by cheque. Reminders sent for invoices which are not paid within the specified time frame will be billed at an additional €10 each. If the stand has not been paid by the deadline given on the invoice, the exhibition management reserves the right to cancel the contract. Cancellation fees will still be applicable.

5.4 VAT guidelines

The VAT charges are levied on 21%. In regards to reverse charges the EU rules will be applicable.

6. LIABILITY, INDEMNITY AND INSURANCE

6.1 Liability of ICWE

6.1.1. The liability of ICWE for damages for any legal reason whatsoever, in particular due to impossibility, default, defective performance, breach of contract, breach of duties during contractual negotiations, and unlawful actions is limited in accordance with this Sec. 6.1 as far as it is subject to fault.

6.1.2. ICWE shall not be liable in the event of simple negligence by its company bodies, statutory representatives, employees or other agents unless a breach of essential contractual duties is involved. A duty shall be deemed an essential contractual duty if its fulfilment is what makes the due and proper execution of the contract at all possible and on compliance with which the exhibitor may regularly rely.

6.1.3. To the extent that ICWE is liable to pay damages in accordance with Sec. 6.1.2., ICWE's liability shall be limited to damages which ICWE has foreseen as possible consequences of a breach of contract at the time of entering into the contract or which ICWE ought to have foreseen by applying the normal due care. Compensation may in addition only be paid in respect of indirect damage or consequential damage to the extent that such damage can typically be expected.

6.1.4. ICWE's strict liability for defects of the rented space already existing at the time the contract was entered into (section 536a (1), alternative 1 of the BGB (German Civil Code) is expressly excluded.

6.1.5. The foregoing exclusions and limitations of liability shall apply to the same extent to the benefit of our company bodies, statutory representatives, employees and other agents.

6.1.6. The limitations set forth in this Sec. 6 shall not apply in respect of ICWE's liability for intentional conduct, for injury to life or health or physical injury or under the Product Liability Act or due to a guarantee ICWE has undertaken.

6.2 Insurance

According to the venue's Fira's rules and regulations, exhibitors and their sub-

contractors **must** have valid insurance against fire and theft (civil liability insurance is included in the service fee). ICWE reserves the right to request a copy of the insurance certificates during installation, exhibition and dismantling. The minimum sum guaranteed per claim must be sufficient to cover the risk inherent in the exhibition.

6.3 Indemnity

Exhibitor shall indemnify and hold ICWE harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred, or paid by, ICWE as a result of any claim made against ICWE in respect of any liability, loss, damage, injury, cost or expense sustained by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by the exhibitor, unless this is not attributable to the exhibitor.

7. FORCE MAJEURE

7.1 Cancellation of the Event

If the EAIE Exhibition cannot take place for reasons outside ICWE's control or that of the exhibitor, all claims of both parties under this contract shall be void. However, ICWE may still invoice the exhibitor for work carried out in the latter's instructions, to cover any expenses already incurred, unless the exhibitor is able to prove that the results of this work are of no interest to him.

ICWE is not liable for any losses and/or damages exhibitors may suffer on account of any alteration or cancellation for reasons outside ICWE's control.

7.2 Rescheduling of the Event

If the EAIE Exhibition can be held at a later date, ICWE must notify exhibitors immediately. Exhibitors are entitled to cancel their participation if the event is rescheduled, provided such cancellation is given in writing within one week following receipt of the notification.

7.3 For Events that have Already Commenced

If the commenced EAIE Exhibition is shortened or cancelled for reasons beyond ICWE's control, the Exhibitor shall not be entitled to repayment or remission of the stand rental.

8 ALTERATION OR CANCELLATION

8.1 Cancellation by Exhibitor

Exhibitors may cancel their participation or reduce the booked stand size before the beginning of the EAIE Exhibition subject to the following conditions:

8.1.1. The notice of cancellation must be declared by registered mail. The time of receipt by ICWE of the notice will be deemed to be the date of the declaration of cancellation.

8.1.2. In case of a cancellation more than 12 weeks prior to the first day of the exhibition, 50% of the stand rental fee is payable. In case of a cancellation later than that or if an exhibitor for whatever reason does not attend the exhibition,

the full amount of the stand rental fee is payable. ICWE reserves the right to assert further claims.

8.2 Withdrawal by ICWE

ICWE is entitled to withdraw from this contract subject to the following conditions:

8.2.1. if the stand rental fee is not received in full at the latest by the date stated in the invoice for participation costs and if the exhibitor does not pay before the expiry of any extension period that may be granted;

8.2.2. if the exhibitor violates the advertising regulations as stipulated in Clause 11 of these terms and conditions, and does not refrain from such violation even after being requested to do so;

8.2.3. if the exhibitor violates domiciliary rights of the exhibition venue, and does not refrain from such violation even after being requested to do so;

8.2.4. if the exhibitor no longer conforms with the requirements for being accepted as an exhibitor at the EAIE Exhibition, or if ICWE subsequently becomes aware of any reasons which, when they had been known before, would have excluded that person or entity from participation.

8.2.5. In all of those cases ICWE is entitled to claim damages.

9. EXHIBITION STAFF ENTITLEMENTS

One or more free conference registrations (fee waivers) are included in the exhibition fee per stand, depending on the stand size. In addition, a limited number of conference registrations can be purchased at the reduced exhibitor rate of €525. Please note that the reduced rate conference registrations may only be purchased for the exhibiting organisation's staff. There will not be any 'exhibitor only' passes.

Stand Size	Number of free conference registrations per stand	Number of conference registrations at reduced exhibitor rate of € 525 per person
9 m ²	1	1
12 m ²	1	2
15 m ²	1	2
18 m ²	2	2
21 m ²	2	3
24 m ²	2	3
27 m ²	3	3
30 m ²	3	4
33 m ²	3	4
36 m ²	4	4
40 m ²	4	5
45 m ²	5	5
50 m ²	5	6
54 m ²	6	6
60 m ²	6	7
63 m ²	7	7
70 m ²	7	8
72 m ²	8	8
80 m ²	8	9
81 m ²	9	9
90 m ²	10	10
99 m ²	11	11
108 m ²	12	12
117 m ²	13	13
120 m ²	13	14

10. TRANSPORT AND DELIVERY OF EXHIBITS

Exhibitors are responsible for sending their materials to the venue. An official courier will be appointed to handle all freight/packages. ICWE is not responsible for pricing or invoicing of shipment services and cannot be held liable for loss or incorrect delivery or return of materials. ICWE is not responsible for customs clearing of any foreign shipping. Further information will be provided in the exhibitor's handbook. At the end of the exhibition on 18 September 2020, the exhibitors must clear their

stands, remove all materials placed on the walls of their respective exhibition stands, promotional boards, *etc*, and must hand the stand over to the exhibition management in the state in which they received it, including all rented items. Due to fire

regulations, crates and other packaging material may not be stored in the stand or the exhibition halls. Further information including mounting/decorating and dismantling times will be provided in the exhibitors' handbook.

11. ADVERTISING

11.1 Creating content for advertising and marketing purposes at the exhibition ICWE does not give permission at the event to create content for advertising and marketing purposes, either through interviews, face-to-face, recorded, filmed, photographed or in writing, unless this has been specifically requested in writing to ICWE or the EAIE and ICWE or the EAIE have given their consent in writing.

11.2 Advertising during the exhibition

Exhibitors may use the exhibition, within the agreement, to promote their own products and services while refraining from addressing or referring to the competition in any detrimental way.

Advertising is only permitted within the allocated exhibition space. In the interests of all exhibitors, distributing flyers, additional signage, digital promotion and other advertising material outside the stand will not be tolerated (this includes for instance

balloons, flags, banners that exceed the stand dimensions including allowed stand height, rental of promotion screens). Violation of these conditions will be grounds for dissolving the contract without notice and having the stand space vacated at the exhibitor's risk and expense.

11.3 Marketing Messages

Marketing messages sent to conference participants before, during or after the exhibition should not imply endorsement by the EAIE in any way nor make use of EAIE branding without permission. E-mail addresses and social media handles used for marketing purposes may not incorporate the EAIE name. The EAIE online messaging system is not intended for commercial purposes and is solely for setting up meetings.

11.4 Political Advertising

Any form of political advertising is strictly prohibited. The EAIE Conference and Exhibition is politically neutral and the organisers reserve the right to remove any material that is politically controversial or liable to cause offence. Exhibitors are reminded that they are responsible for the conduct of their staff in the conference and exhibition area.

12. SECURITY AND CLEANING

12.1. The exhibition area will be guarded overnight on set-up day 16 September, and on exhibition days 17 and 18 September 2020. However, no liability will arise from this for ICWE.

12.2. The daily cleaning of the passages in the exhibition halls will be arranged by the exhibition management and is included in the service fee, as well as basic cleaning of

exhibition floor of standard shell scheme stands. Special cleaning can be requested via ICWE. Basic stand cleaning during the exhibition for space-only stands is compulsory and will be charged separately at € 5,00 per m² (also see 5.2).

13. ELECTRICITY/POWER SUPPLY

For standard shell scheme stands, the cost of power and general stand lighting (depending on stand size) is included in the stand fee paid for the allocated exhibition space. Any power requirement that goes beyond this (*ie* additional power, 24-hour power supply, *etc*) needs to be ordered and paid for separately. Exhibitors who contract an external stand builder will have to order and pay for an electrical mains supply separately. If external stand builders require electricity during build up, this needs to be ordered separately.

14. OFFICIAL OPENING HOURS OF THE EXHIBITION

Wednesday 16 September 2020	08:30–18:00
Thursday 17- September 2020	08:30–18:00
Friday 18 September 2020	08:30–13:30*

**Subject to final confirmation*

No exhibit may be removed from the exhibition premises prior to the official closing time of the exhibition on September 2020 without the special permission of ICWE.

15. DATA PROTECTION

ICWE collects the data you submit through the stand booking form. We and/or the EAIE will use your personal data in accordance with applicable data protection laws for advertising purposes in connection with planned and future EAIE Conferences and Exhibitions and other similar events to be organised by ICWE or the EAIE. For more information, please refer to [ICWE's Data Privacy Notice](#).

16. PHOTOGRAPHY / FILMING

ICWE and the EAIE are entitled to take photographs or produce illustrations, films, *etc* of the exhibition stands or the exhibits for use in publications in connection with the EAIE Exhibition. The exhibitor grants ICWE and the EAIE royalty-free, non-exclusive license to use the illustrations, films, photographs, *etc* of their exhibition stands in any media for publicity, advertising, trade or promotion purposes in connection with the EAIE Conference and Exhibition or any future EAIE Conference and Exhibition.

17. ACCEPTANCE AND LOCAL REGULATIONS *etc*

The exhibitor accepts, also on behalf of his employees and agents, these Terms and Conditions as well as all local laws, in particular fire safety ordinances, business regulations, and all other legally binding regulations, including the venue's (Fira's.) rules and regulations.

Within the venue of the EAIE Exhibition, ICWE and the EAIE exercise the domiciliary rights and are entitled to expel persons and companies from the exhibition without

notice who fail to observe the above conditions and regulations. Should the exhibitor or his employees or agents fail to follow the instructions of ICWE and/or the EAIE, ICWE and/or the EAIE are entitled to order the stand cleared at the exhibitor's expense and liability.

18. Governing Law and Venue of Jurisdiction for Exhibitors who are Merchants (Kaufleute) or Institutions established under Public Law

18.1 Governing Law:

Contracts including these Terms and Conditions are governed by the law of the Federal Republic of Germany. ICWE reserves the right to change any of its General Terms and Conditions (Clauses 1-18) at any time and without notice.

18.2. Venue of jurisdiction for Exhibitors domiciled in Germany:

If the exhibitor is a merchant (Kaufmann) and if the disputed contractual relationship is attributable to the operation of a commercial enterprise, ICWE may file an action against this exhibitor in Berlin or in any other competent court; the same applies to a legal entity established under public law and for special funds under public law. ICWE can itself be sued by these exhibitors only in Berlin.

18.3 Venue of jurisdiction for foreign Exhibitors:

The agreement of venue of jurisdiction in Clause 18.2 also applies to exhibitors who carry on a comparable commercial business abroad and for foreign institutions which are comparable to domestic legal entities established under public law or a domestic special fund under public law.