

Market regulations for the mybotanika plant exchange

The following market regulations govern the relationship between Krystian Kalinowski and Frank Bonk GbR (hereinafter referred to as the "Organisers") and the exhibitors (hereinafter referred to as the "Exhibitors") in connection with the mybotanika plant exchange (hereinafter referred to as the "Plant Exchange").

§ 1 Contracting parties

1.2 The organiser is Krystian Kalinowski und Frank Bonk GbR, based at Krummenhagener Str. 20a, 18442 Steinhagen.

1.3 As such, the Organiser is responsible for the planning, preparation and implementation of the plant exchange.

1.3 The exhibitor wishes to present their company at the plant exchange and sell goods in accordance with these regulations.

1.4 The contractual relationship is governed by the contract for stand reservation and these market regulations.

§ 2 Scope

2.1 These market regulations apply to all contracts relating to the exhibitor's participation in the plant exchange.

2.2 The market regulations apply to companies, merchants, commercial traders, legal entities under public law and special funds under public law (companies). They also apply to these persons for all future contractual relationships.

2.3 Additional or conflicting contractual terms and conditions of the exhibitor shall only apply if the organiser has expressly acknowledged them in writing (text form is sufficient).

2.4 If deviating agreements are made with the organiser in the contract or in an annex to the contract, these agreements shall always take precedence over the corresponding provisions within these contractual terms and conditions.

§ 3 Conclusion of contract

3.1 The service is provided on the basis of a contract between the organiser and the exhibitor. Essential components of this contract are the stand reservation, the reservation confirmation including invoice and these market regulations.

3.2 Reservation requests can be made via the website, by telephone, by post or by email. The reservation request constitutes an offer to conclude a contract within the meaning of the German Civil Code (BGB). The organiser will send the exhibitor a reservation confirmation as confirmation of the reservation. This does not yet constitute a contractual relationship. The organiser will send an invoice by email. The offer is accepted when the invoice is sent; the contract is established. Reservations by underage exhibitors (under 18 years of age) are not possible. By submitting a reservation request, the exhibitor fully accepts the conditions of participation and undertakes to comply with them without restriction. The exhibitor is responsible for ensuring that the plants offered for sale at the plant exchange

employees must comply with the entire contract. In the event of a breach of one or more of the conditions of participation by the exhibitor, the exhibitor shall be obliged to pay the organiser full compensation or the specified contractual penalty.

3.3 The contract is generally only concluded upon dispatch of the invoice for the reserved stand space. The reservation request or reservation confirmation does not constitute a contractual relationship. It serves only as confirmation of receipt of the reservation request and the associated offer to conclude a contract.

3.4 There is no legal right to participate in the plant exchange as an exhibitor; even a reservation confirmation does not constitute a right to participate.

3.5 The organiser may, for objectively justified reasons, in particular if the available space is insufficient, exclude individual companies from participation and/or restrict the plant exchange to certain groups of companies if this is necessary to achieve the purpose of the event. The same applies to exhibition goods or presentation measures whose content does not fit in with the theme of the plant exchange or deviates from the content approved in advance. The organiser is entitled to reject, remove or store exhibits and/or presentations that do not fit within the scope of the plant exchange, prove to be unsuitable or endanger, harass or disturb the plant exchange or visitors in an unpleasant manner, even after admission, at the expense and risk of the exhibitor.

In the above cases, the exhibitor shall not be entitled to any claims for damages of any kind against the organiser.

3.6 If the exhibitor books additional services with the organiser after conclusion of the contract, this constitutes a legally binding supplement to the existing contract, in the sense that the services booked retrospectively also become part of the contract and all further provisions of the contract and these market regulations apply to them. Additional bookings must be made in writing (by post or email).

3.7 A reservation may be rejected or revoked by the organiser at any time without giving reasons. The reservation does not constitute a binding commitment to participate. The contractual assurance of participation is only established when the invoice is sent and paid.

3.8 Participation in past plant exchange events does not entitle participants to participate in future plant exchanges.

§ 4 Stand placement

4.1 The exhibitor may express a preference for a particular location in advance. The organiser will endeavour to accommodate this request. However, there is no entitlement to be allocated a specific location.

4.2 The organiser expressly reserves the right to change the location of the exhibition areas even after confirmation and at short notice if this is due to space constraints or official requirements or is otherwise necessary to achieve the purpose of the event. This does not entitle the exhibitor to compensation.

4.3 The exchange of exhibition space between several exhibitors requires the prior written consent (text form is sufficient) of the organiser. The transfer of exhibition space to other exhibitors or other third parties is not permitted.

4.4 The organiser allocates stands of various sizes; exhibitors cannot assert any guarantees or resulting claims for damages. Exhibitors must always adhere to the marked areas.

4.5 Aisles, walkways and escape routes as well as the marked stand areas must not be crossed under any circumstances, and the aisles, escape routes and emergency exits must be kept clear at all times and without restriction.

4.6 The exhibitor can book functional rental furniture from the organiser for a fee. This furniture may vary in size, quality and condition and may show signs of wear and tear. The materials do not always correspond to the specified standard dimensions.

4.7 The exhibitor must immediately report any defects or damage to rented furniture to the organiser. The exhibitor is responsible for any damage caused by them to the rented furniture.

4.8 The stand space will be kept free for the exhibitor until 15 minutes before the end of the set-up period. If the stand space is not clearly occupied by then, the organiser may reallocate the space for technical reasons. There is no entitlement to the allocation of an alternative space.

§ 5 Obligations of the exhibitor

5.1 The exhibitor is obliged, where necessary, to register their exhibitor and/or presentation part for tax purposes, to obtain the necessary official permits in good time and, in addition, undertakes to pay any additional fees that may be incurred, e.g. at their own expense, and indemnifies the organiser against all claims by third parties in this respect.

5.2 When using the event premises, the exhibitor is responsible for fulfilling all construction, fire, safety, health and regulatory measures relating to their responsibilities.

5.3 The exhibitor must ensure adequate insurance cover for the risks associated with the plant exchange and relating to their responsibility. Upon request, confirmation from the insurance company must be presented to the organiser as proof.

5.4 The exhibitor is responsible for securing any installations and structures on their presentation area. This safety obligation also applies to other items that they themselves, their agents or third parties have brought in for the presentation or for advertising purposes. They must ensure that the installations and other items used for the presentation and advertising measures do not cause personal injury or property damage during the plant fair.

5.5 The exhibitor is obliged to take into account any qualified security measures taken by the organiser. Security checks of the exhibitor's staff on site are possible by prior arrangement.

5.6 Before and after market hours, exhibitors are permitted to stop directly at the building for loading and unloading and to drive onto the event grounds. Once this process is complete, all vehicles must be moved to the designated parking spaces. Please note that you must observe the prohibition signs (no stopping, no parking and emergency access)

and leave enough space at the doors. Fire brigade access routes, escape routes and emergency routes must always be kept clear! Failure to comply may result in the vehicle being towed away.

5.7 Shopping trolleys from local markets used by exhibitors must be returned to the appropriate

storage areas during market hours. Transport aids will only be allowed to enter the site for dismantling after market hours have ended. Even after dismantling, all transport aids must be returned to their place of origin without being asked. The exhibitor indemnifies the organiser against liability claims by third parties, in this case the relevant markets.

5.8 The duty of supervision for the sales stands is the responsibility of the respective exhibitor.

5.9 The exhibitor is obliged to clean the rented area as well as one metre in front of their stand and up to the area of their direct neighbouring stands. The exhibitor is responsible for disposing of any rubbish generated. In the event of violations of this condition, any costs incurred will be invoiced.

§ 6 Design specifications

The design specifications are based on the stand reservation.

§ 7 Rental period/usage times/return

7.1 The exhibition space is rented exclusively for the period agreed in the contract. Tacit renewal is expressly excluded. The exhibitor must take into account the necessary preparation time for set-up, decoration, dismantling, etc.

7.2 At the end of the last hour of the rental period, the organiser's exhibition space must be returned in a clean and tidy condition. The organiser does not need to issue a separate request to vacate the premises. The commissioning of a cleaning service by the exhibitor requires the prior consent of the organiser.

7.3 If, during the rental period or upon return, the exhibitor discovers damage to the exhibition areas, including any equipment and facilities provided, this must be recorded in writing and photographically with supporting photos and reported to the organiser immediately. The organiser may request a return report in individual cases.

7.4 If the exhibition space is not returned on time, the exhibitor shall be liable to the organiser for all damages incurred as a result of the late return of the exhibition space. In any case, the exhibitor shall pay compensation for use corresponding to the remuneration as minimum damages. The organiser reserves the right to prove higher damages. The further liability of the exhibitor is governed by clause 12.2.

7.5 If the exhibition space is not returned on time in accordance with the above clause and advertising material, decorations or similar materials brought in by the exhibitor are still present, the organiser shall be entitled to dispose of the items left behind. There is no obligation to store them.

§ 8 Exhibition and presentation goods

8.1 The approved exhibition and/or presentation items may only be removed from their location by prior arrangement. Replacement items may only be brought in with the express consent of the organiser, one hour before the start and one hour after the end of the daily opening hours.

8.2 Exhibitors must ensure that they hold the copyright and other industrial property rights to the exhibition and/or presentation items.

§ 9 Remuneration

9.1 The amount payable for stand rental and rental furniture must be received in the organiser's account within 10 days of receipt of the invoice. The following details must be provided when making the transfer: name of the exhibitor (if different), customer number and invoice number to the account specified in the confirmation/invoice.

9.2 The prices are specified in the respective reservation. The exhibitor must pay the prices stated in the confirmation/invoice. All prices stated in the contract are subject to the statutory value added tax applicable at the time of payment.

9.3 Any complaints regarding the invoice must be received by the organiser in writing within 7 days of receipt of the invoice. No complaints can be accepted after this period.

9.4 Payments shall be deemed to have been received on time if the invoice amount is credited to the organiser's account within the specified payment period.

9.5 If advance payments or the total or remaining amount are not paid by the exhibitor on time, the organiser may refuse to provide the service even without issuing a reminder.

9.6 If, due to changes in legal regulations or legal opinion, a sales tax rate other than that applied in the contract becomes valid, the contracting parties undertake to correct the sales tax statement accordingly.

9.7 The exhibitor is responsible for all taxes incurred by the organiser in connection with the execution of the contract and the plant exchange.

§ 10 Obtaining information on laws and regulations

It is the exhibitor's responsibility to inform themselves about all regulations and laws relating to the respective event. The exhibitor is obliged to ensure compliance with all regulations and laws at their stand, such as the Washington Convention on International Trade in Endangered Species (WA/CITES) and the European Species Protection Regulation (EC 338/97).

§ 11 Assignment, rights of set-off and retention, lessor's lien

11.1 The assignment of claims is excluded. The exhibitor shall only be entitled to set-off and retention rights vis-à-vis the organiser if their counterclaims have been legally established, are undisputed or have been recognised by the organiser.

11.2 To secure its claims, the organiser reserves the right to exercise its landlord's lien and to sell the pledged property on the open market after giving written notice (text form is sufficient). The organiser shall only be liable for damage to the pledged property in cases of intent or gross negligence.

§ 12 Liability

12.1 Liability of the organiser

a) Unless otherwise specified in the contract and these market regulations, the contracting parties shall be liable for any breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

b) The organiser shall only be liable for damages – regardless of the legal basis – in cases of intent or

gross negligence on the part of the organiser, its representatives and vicarious agents. In cases of simple negligence on the part of the organiser, its legal representatives and vicarious agents, it shall only be liable

- for damages resulting from injury to life, limb or health, as well as
 - for damages resulting from the breach of a material contractual obligation (an obligation whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the contractual partner regularly relies and may rely); in this case, the organiser's liability is limited to compensation for the foreseeable damage typically occurring.
- c) The limitation of liability resulting from clause 12.1 b) shall not apply if the organiser or its representatives have fraudulently concealed a defect or have given a guarantee for the quality of the work. The same applies to claims under the Product Liability Act.
- d) If, as a result of a misjudgement of risks, the plant exchange is restricted, cancelled or discontinued on the instructions of the authorities or the organiser, the organiser shall not be liable for cases of simple negligence.
- e) The organiser shall not be liable for any items brought in by the exhibitor, its employees, suppliers or visitors in the event of a culpable breach of duty attributable to the organiser, except in cases of intent or gross negligence.
- f) The exhibitor shall indemnify the organiser against all claims arising from the fact that the material provided in accordance with clause 16.1 infringes the rights of third parties (in particular copyrights, photo and image rights, naming rights, trademark rights, competition law, personal rights) or other legal regulations. The indemnification obligation extends to all warning, court and legal costs that may be incurred.
- g) The exhibitor shall also indemnify the organiser against all claims for damages asserted by third parties against the organiser in connection with the plant exchange, insofar as these are attributable to the exhibitor or its employees or other vicarious agents. This indemnification obligation also extends to any official fines and administrative offences (e.g. for blocking emergency routes) that may be imposed on the organiser in connection with the plant exchange.
- h) Furthermore, the organiser is not liable for any costs incurred for the relocation or towing of bicycles, cars or trucks; these costs will be charged to the vehicle owner. The organiser is not liable for damage to vehicles caused by other exhibitors or visitors.

12.2 Liability of the exhibitor

- a) The exhibitor is responsible for complying with its contractual and non-contractual obligations. In the event of violations, it shall be liable in accordance with the statutory provisions. In particular, it shall be liable for all damages incurred in connection with its presentation, insofar as these are attributable to the exhibitor, its employees or other vicarious agents.
- b) The rented space/premises must be treated with care by the exhibitor during set-up and dismantling as well as during the duration of the exhibition/presentation; the same applies to exhibition and presentation objects and equipment rented by the organiser. The exhibitor shall be liable for all personal injury and property damage caused by themselves, their employees or third parties commissioned by them who are employed as vicarious agents or assistants, their vehicles or their visitors within the event venue, the fixtures/fittings, the loading and parking

areas. Exhibition stands and presentation rooms must be occupied and secured during the set-up, exhibition/presentation and dismantling periods. Items brought in and/or personal belongings must be kept in safe custody, as no liability is accepted for them.

c) It is the exhibitor's responsibility to take out adequate insurance for personal injury, property damage and theft for the area of his exhibition.

Section 13 Force majeure/withdrawal

13.1 Force majeure

If the plant exchange cannot take place due to force majeure, both parties shall be released from their performance obligations. Each party shall bear the costs incurred by it up to that point.

According to the highest court ruling, force majeure is an external event that has no operational connection and cannot be averted even with the utmost reasonable care (Federal Court of Justice, ruling of 16 May 2017, ref. X ZR 142/15).

13.2 Cancellation/relocation by the exhibitor

The exhibitor's reservations for the plant exchange are binding once they have been confirmed by the organiser.

If the exhibitor nevertheless withdraws from the contract for a reason other than that specified in clause 13.1, the organiser shall be entitled to a lump-sum compensation claim.

The organiser shall stagger the compensation claim over time, i.e. taking into account the proximity of the date to the contractually agreed start of performance, as a percentage of the agreed price, and the calculation of the compensation shall take into account the expenses usually saved and other possible uses of the services:

- 50% of the remuneration for cancellation in the period from six to four months before the start of the plant exchange
- 75% of the remuneration in the event of withdrawal in the period from four to one month before the start of the plant exchange
- 100% of the fee for cancellations made 30 days or less before the start of the plant

exchange. Cancellation fees are calculated plus statutory VAT.

The obligation to pay the cancellation fees applies unless the exhibitor can prove that the organiser has not incurred any damage or has incurred damage that is less than the flat-rate amount.

If the registered exhibitor only cancels parts of the concluded contract, the cancellation fees shall be calculated on the basis of the pro rata remuneration in accordance with the above provision.

13.3 Withdrawal by the organiser

The organiser is entitled to withdraw in the event of

a) Failure to comply with the payment deadlines specified in the confirmation/invoice;

b) Failure to occupy the stand, failure to comply with the set-up instructions. If the set-up of the exhibition stand is not completed within the contractually agreed and specified period; if the stand is not recognisably occupied in good time, i.e. at least 2 hours before the official opening;

c) Violation of house rules. If the exhibitor violates the house rules and does not cease their behaviour even after receiving a warning;

d) Reasons relating to the exhibitor. If the conditions for issuing the confirmation/approval no longer apply to the exhibitor or if the organiser subsequently becomes aware of reasons which, if known in good time, would have justified non-approval. This applies in particular in the event of the opening of bankruptcy or composition proceedings or the exhibitor becoming insolvent. The exhibitor must inform the organiser immediately of the occurrence of such events. In such cases, the confirmation for the exhibition space may be withdrawn without compensation and the registered space may be used for other purposes.

In the above cases, payments made by the exhibitor shall not be refunded. Furthermore, the exhibitor shall be liable for any loss and/or associated expenses incurred as a result of the inability to re-let the space.

§ 14 Postponement/cancellation of the plant exchange

14.1 Postponement

a) The organiser is entitled to postpone the event if official regulations make it impossible to hold the plant exchange at the originally planned time or if there is another important reason for which the organiser is not responsible (e.g. significant storm damage to the event location).

b) Postponement means that the planned plant exchange will take place at an earlier or later date with the same content and scope of services.

c) In the event of a postponement, the parties shall remain bound by the content and scope of the contract and shall perform the contractually agreed services at the changed time of performance.

d) Notwithstanding this, the parties may stipulate a special right of termination in individual contracts in the event of a postponement if participation in the plant exchange at a time other than that originally planned is unreasonable for the exhibitor.

e) The exhibitor shall not incur any additional costs as a result of the postponement.

14.2 Change of venue

The organiser is also entitled to relocate the plant exchange for the reasons stated in section 14.1 a).

Relocation means moving from the originally planned event location to another, comparable location. Comparable means close proximity to the original event location and similar in terms of facilities and general local conditions.

The provisions of 14.1 c) – e) apply accordingly to relocation.

14.3 Cancellation of the plant exchange

In the event of cancellation of the plant exchange, the liability provisions under Section 12.1 of these market regulations shall apply. Exhibitors shall not be entitled to any refund or compensation.

§ 15 Image and sound recordings

15.1 Audio, film and photo recordings as well as other recordings and broadcasts of the trade fair of any kind require the prior written consent (text form is sufficient) of the organiser, subject to the consent of the copyright holders and ancillary copyright holders involved and the owners concerned. The organiser may make the granting of consent dependent on an additional fee to be agreed individually. If the exhibitor culpably violates sentence 1, the organiser shall be entitled to a contractual penalty of €3,000 for each violation of the law. The exhibitor reserves the right to prove that the damage was less than this amount. Further claims for damages by the organiser remain unaffected.

15.2 The organiser has the right to take or commission photographs and film recordings depicting the exhibitor as accessories or objects (e.g. stand structures) before, during and after the trade fair for the purposes of documentation or for its own publications for reference purposes, unless the exhibitor objects in writing within two weeks prior to the trade fair. In the event of a formal objection submitted within the specified period, the exhibitor agrees to grant the organiser at least limited consent in writing for the production and use of photographs and film recordings by the organiser for reference purposes. This does not constitute an obligation on the part of the organiser to pay remuneration.

The organiser shall ensure that the recording of images and sound does not obstruct visitor traffic.

§ 16 Advertising

16.1 Photographs, film and sound recordings will be made during the event to document the event and for marketing purposes.

16.2 The exhibitor shall provide the organiser with the necessary advertising material, company logo, videos, press releases and similar items, free of third-party rights, for the fulfilment of the contractually agreed activities. The exhibitor guarantees that any necessary rights for this purpose are available.

16.3 The distribution of advertising of any kind on the entire event site is only permitted after consultation with and prior written permission from the organiser.

§ 17 General information

17.1 Exhibitor passes, set-up and dismantling passes

a) After payment of the invoice in accordance with the provisions of Section 10 of these Market Regulations, the exhibitor will receive two exhibitor passes for their stand, which identify them as such and grant them access to the entire event location.

b) The exhibitor passes are valid during the opening hours specified in the stand reservation and for one hour before and after these times.

- c) The exhibitor passes are intended for stand personnel only. They may not be passed on to third parties.
- d) Any other use of the exhibitor passes constitutes a breach of contract and will result in the exhibitor passes having to be surrendered.
- e) Additional exhibitor passes beyond the two provided may be issued upon request for a fee.
- f) Persons responsible for set-up and dismantling will receive a separate set-up and dismantling pass for the set-up and dismantling periods.

17.2 Hall inspection, security and cleaning

- a) The organiser or third parties commissioned by the organiser shall regularly inspect the halls during opening hours and before the start of the plant exchange, in particular for the purpose of checking compliance with fire safety regulations and rescue and escape routes.
- b) The organiser provides a night watchman for the entire building. The organiser is not obliged to guard the individual stands. This is the responsibility of the exhibitor. The exhibitor may hire a security service for this purpose with the prior written consent (text form is sufficient) of the organiser.
- c) The organiser is responsible for cleaning the premises. The exhibitor is responsible for keeping their own stand clean. They may hire a cleaning service for this purpose with the prior written consent (text form is sufficient) of the organiser.

17.3 Stand walls, stand design, stand equipment and stand use

- a) Any adhesive residue on the floor of the exhibition area that has not been removed or is difficult to remove will be removed at the expense of the exhibitor responsible.
- b) The exhibitor must ensure that its employees, other vicarious agents and other third parties employed by it – in particular stand construction companies – are familiar with and comply with these market regulations.
- c) Use of the stand area outside opening hours is only permitted with the prior written consent (text form is sufficient) of the organiser, e.g. for the purpose of stand parties.

17.4 Stand activities

- a) Sound systems at the stand must not exceed the legal requirements.
- b) The holding of raffles, competitions and other similar activities is only permitted with the prior written consent (text form is sufficient) of the organiser. In this case, the exhibitor is obliged to obtain the relevant official permits at its own expense.

17.6 House rules and regulations

The organiser exercises full house and venue rights throughout the entire event venue at all times during the event,
i.e. also before and after the market or event hours. The instructions of the hall operator,

organiser and their representatives must be followed. If the exhibitor fails to comply with the instructions, the organiser or its representatives may close the exhibitor's stand with immediate effect and, if necessary, issue a ban on entering the premises. The exhibitor shall not be entitled to any refund or compensation.

17.7 Damage to the building

The organiser expressly points out that sticking or nailing anything to the hall walls and rental equipment is prohibited. Any damage caused will be charged to the exhibitor in full.

17.8 Smoking ban

Smoking is strictly prohibited in all rooms of the plant exchange (including changing rooms, toilets, etc.). Exhibitors may use the designated outdoor areas for smoking. The ban also applies in particular to so-called "vaporisers", as the intense vapour from e-cigarettes can trigger the fire alarm system. Violations will result in immediate expulsion from the premises!

17.9 Pets

Pets are generally permitted if they are house-trained, kept on a leash or in a designated transport container, and all legal requirements (muzzle, vaccinations, etc.) are met.

17.10 Special features of the hall

Exhibitors are hereby advised that the halls were originally designed for agricultural events. These events are still held regularly and involve certain special features, e.g. odours, uneven floors, etc.

17.11 Miscellaneous

For safety reasons, bicycles must be pushed throughout the entire event site. Inline skates or other sports equipment and vehicles are not permitted on the site during the event.

§ 18 Data protection

18.1 Personal data is collected, processed and used for the fulfilment of the contractually agreed business purposes. This is done in accordance with the relevant legal provisions. The personal data provided by the exhibitor is collected, stored and processed by the organiser exclusively for the purposes arising from the contract or these market regulations, in compliance with the relevant legal provisions of the Federal Data Protection Act (BDSG) and the Digital Services Act (DDG) as well as the General Data Protection Regulation (GDPR).

18.2 Personal data will not be passed on to third parties. This does not apply to the transfer of data to third parties involved in the execution of the contract within the framework of contract processing. The transfer of data to third parties involved in the execution of the contract is also carried out in accordance with the legal provisions of the Federal Data Protection Act (BDSG) and the Digital Services Act (DDG) as well as the General Data Protection Regulation (GDPR). The scope of the transfer is limited to the minimum necessary for the execution of the contract. The data protection declaration attached as an appendix is part of the contract.

18.3 The exhibitor may change or delete the data stored by him at any time. However, this right does not apply if the deletion of the data conflicts with statutory or contractual retention periods. Furthermore, this right does not apply if the data is necessary for the establishment, content,

modification or execution of the contractual relationship between him and the organiser and must be stored for these purposes.

§ 19 Data security

The organiser implements technical and organisational security measures within the meaning of Art.

32 of the GDPR in order to protect personal data that is collected or processed, in particular against accidental or intentional manipulation, loss, destruction or against attacks by unauthorised persons. The organiser's security measures are based on the available technology and are continuously improved in line with technological developments.

§ 20 Principles of confidentiality and loyal cooperation

20.1 For the purpose of fulfilling the contract, the contracting parties shall cooperate loyally and inform each other immediately of any significant changes.

20.2 They shall settle disputes fairly with the aim of reaching an amicable solution.

20.3 The contracting parties undertake to

a) all confidential information, business relationships and other business or operational facts that become known during the course of the cooperation and are exchanged between the contracting parties within the framework of this contract – regardless of whether

this is done verbally or in writing and whether it is designated as confidential or is to be regarded as confidential due to the circumstances of its transmission – must be treated as strictly confidential

and

b) except for the purpose of fulfilling the contract, not to use this information or make it available to third parties even after this contract has been fully fulfilled or terminated. The organiser may only make the information available to its own management, employees and consultants, if any, insofar as they are also subject to confidentiality in accordance with these provisions and insofar as they are involved in the matters covered by this contract. The organiser shall take all reasonable measures to prevent unauthorised use of the confidential information and personal data and shall immediately inform the exhibitor of any suspicion of unauthorised use or transmission.

20.4 The confidentiality obligations pursuant to paragraph 3 above shall not apply if

a) the transmitting party gives its prior written consent to the receiving party for the specific case of disclosure of the confidential information to a third party,

b) the receiving party has obtained the confidential information from a third party prior to the conclusion of this agreement or obtains it from a third party thereafter without breaching this agreement, provided that the third party has lawfully obtained the information and does not breach any confidentiality obligation binding on it by disclosing it,

c) the receiving party is entitled, in accordance with Sections 3 or 5 of the GeschGehG, to obtain, use or disclose confidential information that qualifies as a trade secret within the meaning of Section 2 (1) of the GeschGehG, or

d) the receiving party is required to disclose the confidential information by order of a competent court or authority or other public body or by law or under the rules of a stock exchange, in which case the receiving party must take all reasonable steps to prevent or limit the disclosure of the confidential information to the greatest extent possible.

The receiving party shall bear the burden of proof for the existence of an exception to the obligation of confidentiality.

§ 21 Other provisions

21.1 Breaches of essential contractual obligations, the house rules, the conditions of participation or these market regulations as an annex to the contract, as well as event-related legal regulations or official orders, must be remedied by the exhibitor without delay.

21.2 The organiser is entitled to carry out substitute performance at the exhibitor's expense if the latter does not immediately fulfil its obligations under 21.1. If substitute performance is not possible or unreasonable, or if the exhibitor refuses to bear the costs, the organiser may demand that the exhibitor vacate and surrender the exhibition space.

21.3 If the exhibitor fails to comply with a corresponding request in the event of a breach of essential contractual obligations, safety-related regulations and in the event of particular hazards, the organiser shall be entitled to have the exhibitor's exhibition terminated, including clearance, at the exhibitor's expense and risk. The exhibitor shall remain obliged to pay the full fee.

§ 22 Termination of the contractual relationship

22.1 Notwithstanding the above provisions on withdrawal, the cooperation based on the contract may only be terminated by either party for good cause. The statutory right to terminate the contract at any time without giving reasons is expressly excluded.

22.2 Good cause shall be deemed to exist in particular if one of the contracting parties commits a gross breach of the agreements or if agreed services are not performed or not performed on time despite a written warning, resulting in significant disruptions in the preparation and implementation of the plant exchange. The warning shall set an appropriate deadline.

22.3 Termination must be in writing.

§ 23 Final provisions

23.1 Verbal agreements and arrangements are invalid. Amendments and additions to this contract must be made in writing. This also applies to the waiver of this written form requirement.

23.2 The contractual relationship is subject to the law of the Federal Republic of Germany. The place of performance for all claims arising from the contract is Dortmund. Unless another mandatory place of jurisdiction is established by law, Berlin is agreed as the place of jurisdiction.

23.3 Should one or more of these terms and conditions be or become legally invalid, this shall not affect the validity of the remaining terms and conditions. The invalid term or terms shall be replaced by legally valid terms whose content corresponds as closely as possible to the meaning of the invalid term.

In the case of legal disputes, the German version shall be valid.

Market organisation As of December 2025
MyBotanika