

# CONSTITUTION FOR THE JETPOWER EVENT

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## 1. REGISTRATION

Receipt of the completed stand registration form constitutes an application for admission to the **JetPower Event**.

The applicant is bound to his registration until the close of registration, or until 6 weeks before the opening of the **JetPower Event** at the latest, if approval has not been granted in the meantime.

Applications for registration with conditions or reservations attached will not be considered. Requests for specific stand positions do not constitute conditions for participation. Competitive exclusions do not exist.

## 2. ACCEPTANCE OF CONDITIONS FOR THE FAIR AND EXHIBITION

When the exhibitor registers he is deemed to accept the "**Constitution for the JetPower Event**" and the "**Fair Regulations**".

The conditions for participation, prices, technical requirements and house rules which apply to the **JetPower Event** are binding once accepted. This also applies to any persons employed by the exhibitor.

## 3. APPROVAL, CONCLUSION OF CONTRACT

The event organiser reserves the right to approve exhibitors at the **JetPower Event** and the products and services listed in the product classification, in accordance with due discretion.

**The event organiser reserves the right to place restrictions on registered products for conceptual reasons.** (Jet-powered models, electric ducted fans, jet accessories, power supply systems, radio control equipment, servos, undercarriages, decals, model insurance, modelling associations; no engine-powered propeller models, no drones, no toys).

The registered stand area is subject to change.

Individual exhibitors and vendors may be excluded from participation for materially justified reasons, if this is deemed to be necessary for the fulfilment of the event's aims.

Receipt by the exhibitor of written approval from **JetPower Event GmbH** concludes the legally binding contract.

Failure to comply with requests for stand position, or other special requests, does not constitute a basis for a right of refusal.

Approval may be revoked if the conditions for granting approval are or are no longer fulfilled.

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## 4. WITHDRAWAL, CANCELLATION

The exhibitor's contract is wholly binding.

Cancellation can only be considered for a compelling reason; withdrawal is possible only under the stated legal conditions.

If binding registration and approval have been completed, but the event organiser for goodwill reasons concedes withdrawal, this does not release the exhibitor from payment of the hire charge for the stand.

Should it prove possible to re-hire the stand area, the stand hire charge may be credited to the stand hire charge of the released exhibitor.

Compelling reasons which entitle the organiser to cancel the contractual relationship without notice include the following in particular:

- The exhibitor fails to fulfil his contractual obligations (delayed payment).
- The exhibitor **infringes** commercial **property rights, patents etc. of third parties.**
- The exhibitor has obtained approval by providing incorrect or incomplete information.

## 5. STAND ARRANGEMENT

The event organiser has sole discretion on the arrangement of stands, taking into account the concept of the event, the theme of the Fair and exhibition, and above all local conditions.

Exhibitors have no right to the allocation of a specific area. Requests and requirements stated by the exhibitor when registering for a stand are not binding to the event organiser.

The exhibitor will usually be informed of the stand arrangement at the time approval is granted.

The event organiser is also entitled at any time to allocate a stand area differing from the original location if required for technical or organisational reasons.

## 6. CO-EXHIBITORS, SUB-LETTING

It is absolutely prohibited to surrender all or part of the stand area in a sub-letting arrangement. Co-exhibitors or other third parties can only be accepted with the agreement of the event organiser; the same applies to the acceptance of contracts pertaining to other companies (maintenance of the **JetPower Event** concept).

Agreement to such arrangements is only possible if the co-exhibitor and the products to be exhibited and / or offered for sale are named specifically at the time of registration.

The contractual relationship is concluded solely with the exhibitor (primary exhibitor), even if the event organiser grants such an agreement. The primary exhibitor is liable to the event organiser for the maintenance of all contractual and legal conditions, including those pertaining to the co-exhibitor and other third parties to whom the exhibitor has conceded parts of the stand area. In this respect the liability of a co-exhibitor is equivalent to the liability of the exhibitor.

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## 7. JOINT STAND

No right exists for the joint hiring of stand areas by multiple exhibitors.

However, the event organiser has the discretion to allow exceptions to this rule.

If a stand area is jointly hired by multiple exhibitors, the latter must name an authorised representative to the event organiser when registering. Declarations by the event organiser to this authorised representative shall be viewed as declarations to the remaining exhibitors of the joint stand.

The authorised representative of the joint stand is liable to the event organiser for the fulfilment of all obligations arising from the exhibition contract.

## 8. PRICES

All prices and supply conditions stated in the contract documents are liable to VAT at the currently applicable level where this is a legal requirement.

## 9. PAYMENT CONDITIONS, RIGHT OF RETENTION

When the contract is concluded the agreed stand hire charge is due for payment in full.

**It must be paid within 14 days of receipt of invoice.**

In the case of joint stands the invoice is presented to the authorised representative. His payment also discharges the obligations of the other exhibitors.

If the exhibitor delays the fulfilment of his payment obligations, the event organiser is entitled to execute a right of retention on the stand area in accordance with Paragraph 4.

Exhibitors only have a right to offset their own claims against claims by the event organiser if the exhibitor's claims are uncontested or legally binding.