



Messe Friedrichshafen GmbH Neue Messe 1 D-88046 Friedrichshafen

Exhibition Insurance

Application for Exhibition Insurance for the Friedrichshafen Fair





Application for the conclusion of an exhibition insurance

Responsibility for the application	Incorrect answers to the questions below concerning risks as well as any guilefully unmentioned other risks may justify the insurer to cancel insurance coverage. The partial translation below is provided as a courtesy only. Only the German text is legally binding. If you have any questions or queries please contact Walter Frey Assekuranzmakler GmbH!				
Applicant (insured)					
Company		Insurance Policy No.			
		Turnover (Euro)			
P.O.Box/Street/No.		Industry			
ZIP Code / Place:		Phone	E-Mail		
Insurance Period					
Inception Date	, 0.00 hours	Termination	, 0.00 hours		
Name of fair / exhibition		<u> </u>	<u> </u>		
Place of fair / exhibition					
🗌 In a hall	🗌 In a tent	🗌 In	open air		
Fair / exhibition goods (d key words) – if space is in please use separate leaf	escrition in Isufficient,				
			Insured value in Euro		
		Total			
Fair / exhibition booth an equipment (descrition in l					
			Insured value in Euro		
		Total			
The premiums listed below apply to exhibitions with Messe Friedrichshafen GmbH for a period of up to 30 days incl. immediate transport to and from the fair within the geographical Europe (exception: transports of vehicles on their own axles). Insurance coverage also includes the private property of the staff in the booth of up to EUR 1,500 per booth representative (however, insurance does not include cash and other valuable objects as well as petit larceny and loss). Living animals and plants are not covered by the insurance policy. In each case of loss the insured has to accept a <u>deductible of EUR 250</u> .					





Fixed premium related to overall value (fair / exhibition goods and <u>booth / booth</u> equipment)

			Premium incl. Insurance tax	
Value	1 - 10.000	EUR	80,00	EUR
Value	10.001 - 25.000	EUR	130,00	EUR
Value	25.001 - 50.000	EUR	230,00	EUR
Value	50.001 -100.000	EUR *)	350,00	EUR
Value	100.001 -150.000	EUR *)	600,00	EUR
Value ab	150.001	EUR *)	On req	uest

*) Subject to query (terms and premiums have to be agreed upon with the insurer prior to the beginning of risk): Individual fair / exhibition goods of > 50.000 Euro (not: booth / booth equipment)

Information on significantly dangerous circumstances

Does or did a further transport insurance / exhibition insurance exist, and if, with which company?

For which period?

Who terminated the policy?

To allow the proper review of your application it is required that you answer questions truly and completely. Also state circumstances which are of minor relevance to you, Please remember that you put your insurance coverage at risk when your answers are wrong or incomplete. For more details concerning the consequences of a violation of the obligation to disclose see the "Information on the consequences of a violation of the legal obligation to disclose "(B) below.

Please file a copy of your application, Before you sign this application, read the declaration of consent (A) included in the guidelines,

Risk taker HDI Global SE: 99,9% HDI Global SE and 0,1% HDI V,a,G. The amount subscribed of HDI V,a,G. is represented solely by the authorized HDI Global SE in connection with all matters of the preliminary insurance contract and the insurance contract as well as the other business and financial transactions, Payments to the companies, e.g. payment of premiums, must exclusively be made to HDI Global SE, incl. those with effect in favour of HDI V,a,G.

Declaration:

We hereby confirm the correctness of the answers given above. We agree to the use of the general company-related data by the HDI Global SE in compliance with the declaration of consent below. We received and took note of the customer information and the product information sheet on which this contract is based for insurances according to AVB Exhibition 2008. The customer information comprises important prescribed legal information, In addition, we received the General Insurance Terms provided for the contract.

Place, date Applicant's first signature

Place, date

Applicant's second signature

HDI Global SE, HDI-Platz 1, 30659 Hannover, Germany; Chairman of the Supervisory Board: Herbert K. Haas; Board of Management: Dr Christian Hinsch (Chairman), Dr Joachim ten Eicken, Frank Harting, Dr Edgar Puls, Dr Stefan Sigulla, Jens Wohlthat, Ulrich Wollschläger; Commercial register: Amtsgericht Hannover HRB 60320, Registered office: Hannover, Germany

Premiums are collected by the supporting insurance broker:

Walter Frey Assekuranzmakler GmbH Olgastraße 4 D-88045 Friedrichshafen Telephone: 07541 3007-0 Telefax: 07541 3007-77 E-Mail: info@vm-frey.de Broker clause Walter Frey Assekuranzmakler GmbH, Olgastraße 4, 88045 Friedrichshafen, is entitled to accept notifications and declarations of intent of the policyholder or the insured party and obliged to forward them to the insurer immediately.

In addition, Walter Frey GmbH is entitled to collect premiums and obliged to forward them to the insurer immediately.

Insurance coverage becomes effective if the premium is paid to Walter Frey GmbH in time before the commencement of risk.

<u>Please send your application to Messe Friedrichshafen GmbH 4 weeks before the beginning of the fair.</u> When being accepted by the insurer the application is simultaneously considered a cover note. Coverage confirmed:





Customer information about the exhibition insurance

Dear policyholder,

This customer information is intended to give you an initial overview of particularly important details of your insurance contract. Please read the information carefully before submitting your contract. Please note that the explanations in this customer information are not exhaustive. Detailed information can be found in the other contractual terms listed under point 2.

1. General information about the company

Its contractual partner is HDI Global SE (hereinafter referred to as "HDI"), a public limited company under European law. The insurance contract is concluded with a share of 0.1% co-insurance with the HDI Liability Association of the German Industry Insurance Association on a reciprocal basis; Please note the information in your insurance certificate

Our address is:

HDI Global SE HDI place 1 30659 Hanover Germany

HDI is represented by the board whose composition you can refer to the footer of this customer information. The seat and commercial register of HDI can also be found in the footer.

The main business activity of HDI in Germany and abroad is the operation of property and casualty insurance as well as credit, surety and legal expenses insurance and assistance services.

2. Basis of Contract

The basis of the insurance relationship is the insurance policy together with attachments and the General Conditions for Exhibition Insurance (AVB Exhibition 2010) as well as the clauses relating to the AVB Exhibition 2010.

3. Essential features of the insurance benefit

If insured items are damaged, we will replace all components of the exhibition and exhibition goods, including the packaging, at an exhibition or exhibition and the associated assembly and dismantling of the exhibition stand, the stand fittings and consumer goods. Also the contribution to General Average.

The property of the stand representative can be additionally insured.

Your insurance cover is for the area agreed in the insurance policy.

If insured items are lost, we will replace the corresponding portion of the sum insured minus the residual value. If insured items are damaged, we will replace the necessary costs for the restoration up to the sum insured.

For further details please refer to paragraphs 12 and 13 of the AVB Exhibition.

4. Conclusion of contract, beginning of insurance

The insurance contract comes about through your acceptance of our offer. We are bound to our offer until the time stated in the offer. The insurance cover begins - subject to the provision for deferred premiums in section 6.1 of the AVB Exhibition - at the time specified in the insurance policy. If the beginning of the insurance cover is stated in the insurance certificate at a time before the end of the withdrawal period pursuant to \S 8 (1) sentence 1 VVG (see also clause 6 of this customer information), the insurance cover will only start at this time if you have given express consent to this. Otherwise, the insurance cover does not begin until the end of the cancellation period.

If the insurance cover begins before the date specified in the insurance policy, it requires a special agreement from HDI.

5. Amount and due date of the contribution, non-timely payment of the contribution

The invoiced contribution contains the insurance tax, which you must pay in the amount stipulated by law. The annual fee is listed in the contribution statement attached to the insurance policy. The first or one-time contribution is payable immediately after the expiration of 14 days after receipt of the insurance policy.

If you do not pay the first or one-off fee immediately, it may affect your insurance coverage and insurance relationship. For details please refer to section 6.1 of the AVB Exhibition. If the payment of the annual contribution is agreed in installments, the first contribution is only the first installment of the first annual fee.

A subsequent contribution is payable at the time specified in the insurance policy.

If you do not pay a follow-up fee on time, it may also affect your insurance coverage and insurance relationship. For details please refer to section 6.2 of the AVB Exhibition.

In the event of the termination of the insurance relationship before the end of the insurance period, HDI shall only be entitled to the part of the premium corresponding to the period in which the insurance cover existed, unless the law provides otherwise.





6. Cancellation

a) Withdrawal

You can cancel your contract within 14 days without giving reasons in writing.

The period begins after you have received the insurance policy, the contract provisions including the General Conditions of Insurance, the other information pursuant to § 7 Abs.1 and 2 of the Insurance Contract Act in conjunction with §§ 1 to 4 of the VVG Information Regulation Ordinance and this instruction in writing.

To maintain the cancellation period, the timely dispatch of the notice of cancellation is sufficient.

The notice of cancellation is to be sent to HDI Global SE, HDI-Platz 1, 30659 Hannover, Germany.

In the case of revocation by fax, the notice of cancellation must be sent to the following fax number: +49(0) 511 645-4545.

In the event of a cancellation by e-mail, the notice of cancellation must be sent to the following address: info@hdi.global

You can also send your notice of cancellation to the designated branch in the insurance policy.

b) Withdrawal consequences

In the event of an effective cancellation, the insurance coverage ends and we will reimburse you the part of the contributions accruing to the time after receipt of the notice of cancellation, if you have agreed that the insurance cover begins before the end of the cancellation period. In this case, we may withhold the part of the contribution that is attributable to the time until receipt of the cancellation. Refunds will be refunded immediately, no later than 30 days after receipt of the withdrawal. If the insurance does not start before the end of the withdrawal period, the effective cancellation will result in the return of the services received and the deduction of benefits (eg interest).

c) Special instructions

Your right of cancellation expires if the contract is completely fulfilled at your express request both by you and us before you have exercised your right

7. Term of the insurance

The duration of the insurance is normally one year. If the contract duration is at least one year, the contract will be extended by one year each, unless one of the contracting parties has notified the other contracting party in writing no later than three months before the contract expires.

For a contract period of less than one year, the contract ends without notice, at the contractually agreed time.

8. End of insurance

In addition to the right of the contracting parties to terminate the insurance contract in accordance with no. 7 of this customer information, there are further termination options.

a) e.g. for you in the event of an insured event (see section 19.2 of the AVB Exhibition);

b) b. e.g. for HDI:

- in case of breach of pre-contractual notification obligations (see clause 7.3 of the AVB Exhibition),

- in case of late payment of a follow-up fee (see clause 6.2.5 of the AVB Exhibition),
- in the event of a breach of obligation (see Section 11 AVB Exhibition),
- in the case of a danger increase (see section 8.3 AVB Exhibition);

- in case of an insured event (see clause 19.2 of the AVB Exhibition)

9. Language; Applicable law; Court in charge

For the terms of the contract, the preliminary information as well as for the contractual communication to be carried out during the term of this contract, the **German language is valid**.

The contract is subject to German law in all its parts, including all questions relating to the realization, its effectiveness or interpretation. This also applies to risks abroad.

In addition to the jurisdiction of the Code of Civil Procedure, the local court in whose district you have your domicile at the time of bringing an action or, in the absence thereof, your habitual residence, is responsible for actions under the insurance contract or insurance brokerage against HDI or the insurance intermediary. Insofar as the contract is an occupational insurance, you can also assert your claims with the court having jurisdiction over the location or branch of your business enterprise.

Claims by the HDI against you must be brought in the court of jurisdiction of your place of residence.

Insofar as the contract is an occupational insurance, HDI can assert its claims with the court having jurisdiction over the location or branch of your business.





10. Supervisory Authority

HDI Global SE (VU 5096) is regulated by the

Federal Financial Supervisory Authority Graurheindorfer Str. 108 53177 Bonn Tel. +49 (0) 228 4108-0 Internet: www.bafin.de.

If you do not agree with a decision or conduct on our part and has not remedy a complaint to our board, you can apply via a petition to the Federal Financial Supervisory Authority. The possibility of claiming your complaint by legal recourse remains unaffected.





General conditions for the exhibition insurance 2010 (AVB Exhibition 2010)

I Subject, scope and exclusions of the insurance

- 1. Object of the insurance
- 2. Scope of insurance
- 3. Exclusions

II Duration of insurance

- 4. Duration and end of the contract
- 5. Duration of the insurance cover and contribution payment
- 6. Contribution

III Obligations of the policyholder

- 7. Pre-contractual disclosure obligations of the policyholder
- 8. Danger increase
- 9. Obligations before the occurrence of the insured event
- 10. Obligations after the occurrence of the insured event
- 11. Legal consequences in case of breach of obligations

IV Benefits of insurance

- 12. Replacement
- 13. Insurance value
- 14. Under Insurance
- 15. Multiple Insurance
- 16. Due date and payment of the compensation
- 17. Achievement of the insured event

V Limitation, termination and jurisdiction

- 18. Statute of limitations
- 19. Termination
- 20. Competent court
- 21. Final provision (applicable law)

Instructions for the claim

I Subject, scope and exclusions of the insurance

1. Object of the insurance

The insurance covers the exhibition and exhibition goods mentioned in the contract, including the packaging.

Exhibition and exhibition goods are all goods and objects that are exhibited during exhibitions and fairs, including related equipment and consumables.

Not insured are the personal effects of the liaison officers.

2. Scope of insurance

2.1 The insurer bears all risks to which the exhibition and exhibition goods are exposed for the duration of the insurance.

2.2 The insurer replaces loss or damage of exhibition and fair goods as a result of an insured risk.

2.3 Insured expenses and costs

2.3.1 The insurer also replaces:

2.3.1.1 the contribution to the gross average, which the policyholder has to pay due to a dispute established by law, the York Antwerp Rules, the Rhine Rules IVR or other internationally recognized General Average Rules, insofar as the General Average Measure avoids insured loss should be.

If the contribution value exceeds the insured value and if it corresponds to the sum insured, the insurer will pay full compensation up to the sum insured. The provisions on underinsurance and 2.3.3 remain unaffected.

Under these terms, the Insurer indemnifies the policyholder against any claims for damages and expenses arising from the contractual agreement of the Both-to-Blame Collision Clause;

2.3.1.2 loss avoidance, damage reduction, damage determination costs, namely 2.3.1.2.1 expenses for avoiding or reducing insured loss, if the damage is imminent or has occurred, if the policyholder was entitled to consider it appropriate under the circumstances;

2.3.1.2.2 Expenses incurred by the policyholder when the insured event occurs in accordance with the instructions of the insurer;

2.3.1.2.3 costs of ascertaining and determining the insured loss as well as costs incurred by a third party commissioned for this purpose, insofar as the policyholder was entitled to consider them necessary under the circumstances or insofar as he makes them in accordance with the instructions of the insurer;





2.3.1.3 the costs of transhipment, interim storage and the additional costs of onward transportation due to an insured event or insured accident of the means of transport, insofar as the policyholder was entitled to consider them under the circumstances or if he expends them in accordance with the instructions of the insurer and these costs are not already incurred fall under point 2.3.1.2.

2.3.2 The insurer shall bear the expenses and costs according to sections 2.3.1.2.1 and 2.3.1.2 even if they remain unsuccessful.

2.3.3 The expenses and costs according to Numbers 2.3.1.1 and 2.3.1.2.2 are to be reimbursed irrespective of whether, together with other compensation, they exceed the sum insured.

2.3.4 The policyholder may require that the insurer provide the guarantee or guarantee for the payment of contributions to the major Haverei, provide the margin for the large General Average and advance the amount required for the avoidance and reduction of damage as well as for the determination of damages.

3. Exclusions

3.1 Excluded are the dangers

3.1.1 war, civil war or war-like events and those arising from the hostile use of war tools and the presence of war tools as a result of any of these threats, regardless of the state of war;

3.1.2 strikes, lockouts, labor unrest, political and terrorist acts of violence, regardless of the number of persons involved, riots and other civil disturbances;

3.1.3 nuclear energy or other ionizing radiation;

3.1.4 the use of chemical, biological, biochemical or electromagnetic waves as a potentially hazardous weapon, without regard to any contributory cause;

3.1.5 seizure, confiscation or other high-handed intervention; a court order or its execution;

3.1.6 the weather and weather conditions in the exhibition or fair goods exhibited in tents or outdoors;

3.1.7 of the loss, including theft

- of valuables

- of consumer goods.

3.2 Excluded are damages caused by

3.2.1 inner spoil or the natural condition of the exhibition or fair goods;

3.2.2 normal humidity or ordinary temperature fluctuations;

3.2.3 Packaging which is not in accordance with the claim or improper loading during transport to the final exhibition location and the final exhibition location, unless the policyholder has caused it deliberately or through gross negligence.

If a third-party packer does not pack the insured goods in accordance with the claim, this does not affect the insurance cover if the policyholder has selected the foreign packager with the usual care of a prudent businessman;

3.2.4 failure to meet delivery deadlines, delays in travel;

3.2.5 the assembly and disassembly, if there is another insurance;

3.2.6 the processing, use or demonstration itself. This also includes damage suffered by the exhibition or exhibition goods by a fire, to which it is exposed according to its purpose.

3.3 If there is no evidence of the existence of any of the hazards or causes referred to in paragraphs 3.1 and 3.2, the exclusion of the insurer's liability shall be based on the overwhelming likelihood that the damage is due to one of these hazards or causes.

3.4 Furthermore, indirect damages of all kinds are excluded.

II Duration of insurance cover and contribution payment

4. Duration and end of the contract 4.1 Contract duration

The contract is concluded for the time specified in the insurance policy.

4.2 Tacit renewal

If the contract duration is at least one year, the contract will be extended by one year each, unless the contracting party has received a notice of termination no later than three months before the end of the respective insurance year.

4.3 Termination

For a contract of less than one year, the contract ends without the need for notice at the scheduled time.





5. Duration of the insurance

5.1 The insurance cover begins, subject to clause 6.1.2, as soon as the exhibition or exhibition goods are removed at the place of despatch for the purpose of transport for issue from the place where it was previously stored.

5.2 The insurance cover ends as soon as the exhibition or exhibition goods have been brought to the place of dispatch at the place of dispatch determined by the policyholder or insured person.

5.3 For storage of the goods during the period of insurance, the insurance is limited to 30 days for each storage. The exhibition itself is not storage within the meaning of this paragraph.

5.3.1 However, if the storage has not been arranged by the policyholder, the insurance will remain in force for the period specified in 5.3 if the policyholder proves that he was not aware of the time limit for the storage period or had no influence according to commercial principles could take in the long run.

If the policyholder becomes aware of the time limit being exceeded, he must notify the insurer immediately. The insurer is entitled to an agreed premium surcharge.

5.3.2 At the deadline mentioned in point 5.3, the day of arrival and the day of departure count as belonging to the storage.

5.4 Unless otherwise agreed, the duration of the insurance per insured exhibition, including round trip transport and possible storage is limited to a total of 90 days.

6. Contribution

6.1 Initial contribution

6.1.1 Due date of payment

The first or one-off contribution will be due immediately after 14 days have elapsed since receipt of the insurance policy.

If the payment of the annual contribution is agreed in installments, the first contribution is only the first installment of the first annual contribution.

6.1.2 Later start of insurance cover

If the policyholder does not pay the first or one-time premium on time, but at a later date, the insurance cover does not start until that point in time, unless the policyholder has been made aware of this legal consequence by separate communication in text form or by a notice in the insurance certificate. This does not apply if the policyholder proves that he is not responsible for the non-payment.

6.1.3 Resignation

If the policyholder does not pay the first or one-time premium on time, the insurer may withdraw from the contract as long as the contribution is unpaid. The insurer cannot withdraw if the policyholder proves that he is not responsible for the non-payment.

6.2 Subsequent contribution

6.2.1 Due date of payment

The subsequent contributions are due at the agreed time.

6.2.2 Delay

If a follow-up fee is not paid on time, the policyholder will be in default without a reminder, unless he is not responsible for the late payment. The insurer is entitled to demand compensation for the damage caused by the delay.

6.2.3 Payment request

If a follow-up fee is not paid on time, the insurer may, at the expense of the policyholder, specify in text form a payment period which must be at least two weeks. The provision is effective only if it details the outstanding amounts of the contribution, interest and costs and indicates the legal consequences connected with the expiry of the deadline under points 6.2.4 and 6.2.5.

6.2.4 No insurance cover

If the policyholder is still in arrears with the payment after expiry of this period of payment, there will be no insurance cover from that point until payment is made, if he has been informed of this with the request for payment in accordance with section 6.2.3.

6.2.5 Termination

If the policyholder is still in arrears after the payment period has expired, the insurer may terminate the contract without notice if he has informed the policyholder of the request for payment pursuant to Number 6.2.3.

If the insurer has terminated, and the policyholder then pays the requested amount within one month, the contract will continue. However, there is no insurance cover for insured events that occurred between the date of termination and payment.





III Duty to report, increase of risk and obligations of the policyholder

7. Pre-contractual disclosure obligations of the policyholder

7.1 Completeness and correctness of information about hazardous circumstances

Until the submission of the contract, the policyholder must inform the insurer of all known risk circumstances which the insurer has asked for in writing and which are relevant for the insurer's decision to conclude the contract with the agreed content. The policyholder is also obliged to report to the extent that after the contract has been signed, but before the contract is accepted, the insurer in writing asks questions within the meaning of sentence 1.

The circumstances which are likely to exert an influence on the decision of the insurer to conclude the contract at all or with the agreed content are material.

If the contract is concluded by a representative of the policyholder and the latter knows the risk-relevant circumstance, the policyholder must be treated as if he himself had known about it or fraudulently concealed it.

7.2 Resignation

7.2.1 Conditions of resignation

Incomplete and incorrect information on the risk-relevant circumstances entitle the insurer to withdraw from the insurance contract.

7.2.2 Exclusion of the right of withdrawal

The insurer has no right of withdrawal if the policyholder proves that he or his representative did not make the incorrect or incomplete information either intentionally or through gross negligence.

The insurer's right of withdrawal for grossly negligent breach of the obligation to disclose does not apply if the policyholder proves that the insurer would have concluded the contract even if he knew the circumstances not shown, albeit under other conditions.

7.2.3 Consequences of the resignation

In case of withdrawal there is no insurance protection.

If the insurer withdraws after the occurrence of the insured event, he may not refuse the insurance cover if the policyholder proves that the incomplete or incorrectly indicated circumstance was neither the cause of the insured event nor the determination or the extent of the service. In this case too, however, there is no insurance cover if the policyholder has fraudulently violated the duty of disclosure.

The insurer is entitled to the part of the contribution which corresponds to the contract period expired until the resignation becomes effective.

7.3 Termination

If the right of withdrawal of the insurer is excluded, because the breach of a duty to report was based neither on intent nor on gross negligence, the insurer can terminate the contract in writing with a notice period of one month.

The right of termination is excluded if the policyholder proves that the insurer would have concluded the contract, even if he knew of the circumstances not shown, albeit under different conditions.

7.4 Retroactive contract adjustment

If the insurer cannot withdraw or terminate the contract because he would have concluded the contract even if the circumstances are not indicated, but on other terms, the other conditions become part of the contract retroactively at the insurer's request. If the policyholder is not responsible for the breach of duty, the other conditions become part of the contract from the current insurance period.

If the premium is increased by more than 10 percent as a result of the contract amendment or if the insurer excludes the security for the undisclosed circumstance, the policyholder may terminate the contract within one month of receipt of the insurer's notification without notice.

7.5 Exercise of the rights of the insurer

The insurers must assert the rights to which paragraphs 7.2 to 7.4 apply in writing within one month. The period begins with the date of violation of the obligation to notify. He has given the circumstances on which he bases his statement; he may subsequently give further reasons to justify his statement, if this month has not expired. The insurer shall only be entitled to the rights according to Numbers 7.2 to 7.4 if the policyholder has made a separate notification in text form of the consequences of a breach of duty to notify. The insurer cannot invoke the rights specified in paragraphs 7.2 to 7.4 if it knew of the non-indicated risk circumstance or the incorrectness of the advertisement.

7.6 Contestation

The insurer's right to challenge the contract for fraudulent misrepresentation remains unaffected. In the case of contestation, the insurer is entitled to the part of the contribution that corresponds to the contract period expired until the annulment becomes effective.





8. Danger increase

8.1 Concept of danger increase

8.1.1 An increase in risk exists if, after submission of the contract of the policyholder, the circumstances actually existing are changed in such a way that the occurrence of the insured event or an increase in the loss or the unjustified use of the insurer would be more likely.

8.1.2 An increase in risk may be present in particular - but not only - if a risk-relevant circumstance changes after the insurer has asked to conclude the contract.

An increase in risk according to Number 8.1.1 does not exist if the risk has only increased insignificantly or, according to the circumstances, should be considered as covered.

8.2 Obligations of the policyholder

8.2.1 After the submission of the contract, the policyholder may not increase the risk or permit it to be carried out by a third party without the prior consent of the insurer.

8.2.2 If the policyholder later recognizes that he has made or permitted an increase in risk without the insurer's prior consent, he must notify the insurer immediately.

8.2.3 An increase in risk occurring after the submission of the contract declaration, irrespective of his will, must be reported immediately by the policyholder to the insurer after he has become aware of it.

8.3 Termination / contract amendment by the insurer

8.3.1 Termination by the insurer

If the policyholder violates his obligation under clause 8.2.1, the insurer may terminate the contract without notice if the policyholder has intentionally or grossly negligently breached his obligation. If the breach is due to ordinary negligence, the insurer may terminate the contract subject to one month's notice. The insurer cannot terminate if the policyholder proves that he is not responsible for the breach of duty.

If the insurer becomes aware of a risk increase in the cases according to sections 8.2.2 and 8.2.3, he may terminate the contract with one month's notice.

8.3.2 Contract adjustment

Instead of the termination, the insurer may demand an increased contribution commensurate with his business principles or exclude the hedge against the higher risk from the time of the increase in risk.

In this case, if the premium increases by more than 10 per cent, or if the insurer excludes the hedge of the higher risk, the policyholder may terminate the contract without notice within one month of receipt of the insurer's notification. In the notification, the insurer must inform the policyholder of this termination right.

8.4 Lapse of the rights of the insurer

The rights of the insurer to terminate or adjust the contract in accordance with Number 8.3 shall expire if they are not exercised within one month from the insurer's knowledge of the increase in risk or if the condition prevailing prior to the risk increase has been restored.

8.5 Scope of the insurance cover

8.5.1 If the insured event occurs after an increase in risk, the policyholder shall not have any insurance cover if the policyholder has intentionally violated his obligations under Section 8.2.1. If the policyholder breaches these obligations by gross negligence, the insurer is entitled to reduce his benefit in the proportion corresponding to the seriousness of the policyholder's fault. The insured must prove the absence of gross negligence.

8.5.2 In the event of a risk increase pursuant to Numbers 8.2.2 and 8.2.3, the policyholder shall not be covered if the obligations are intentionally breached if the insured event occurs later than one month after the time at which the claim should have reached the insurer. If the policyholder violates his obligations by gross negligence, subsection 8.5.1 sentences 2 and 3 shall apply mutatis mutandis. The policyholder nevertheless has insurance cover in these cases if he was aware of the increase in risk at the time specified in sentence 1.

8.6 The insurance cover also remains

8.6.1 insofar as the policyholder proves that the increase in risk was not the cause of the occurrence of the insured event or the extent of the obligation to pay benefits, or

8.6.2 if, at the time of the occurrence of the insured event, the period for the termination of the insurer had expired and no notice had been given.





9. Obligations before the occurrence of the insured event

9.1 Upon request, the insurer must be provided with a list of exhibits or

9.2 If insured by the exhibition management, the exhibitor must, at the request of the insurer, request an exact list of the items exhibited and the value specified by each individual exhibitor, unless the exhibitor provides a written declaration prior to dispatch of the exhibition or exhibition goods that he does not want to make use of this insurance. The directories must be submitted to the insurer at the latest on the day of the start of the exhibition.

9.3 The transport regulations on which the insurance contract is based and the regulations of the transport company must be observed.

9.4 The exhibition or exhibition goods are to be removed from the exhibition grounds until the expiry of the date fixed by the exhibition management.

9.5 Legal, official and agreed safety regulations must be observed.

9.6 Immediately after completion of the transports to check whether a damage has occurred.

9.7 The exhibition or trade fair goods shall be continuously supervised by the policyholder, the insured person and / or a person appointed by him / her at the exhibition venue. This supervision is not required if the exhibition halls are closed and guarded.

These provisions also apply mutatis mutandis to insured exhibition or exhibition goods on the open-air grounds as well as during delivery and delivery.

10. Obligations after the occurrence of the insured event

The policyholder or insured has

10.1 to reduce the damage caused and to avert further damage;

10.2 the insurer, during the exhibition also the exhibition management, to report the insured event immediately in writing, to submit a list of individual values, and to obtain documents listed in the instructions for the claim,

10.3 in the case of damage abroad, immediately consult the competent average commissioner;

10.4 not to change the condition of the consignment and its packaging until the arrival of the average commissioner;

- 10.5 Carrier or Warehouseman
- 10.5.1 request a joint damage inspection;
- 10.5.2 to request a certificate of damage;
- 10.5.3 to be held liable in writing and that

- in case of externally visible damage before acceptance of the exhibition or fair goods;

- in the case of externally unrecognizable damage immediately after its discovery, at the latest within the period for complaint of the relevant transport company;

10.6 not to give any receipt of a claim in case of suspected damage, unless under written protest;

10.7 to ensure compensation claims against third parties, in particular to establish and comply with claims deadlines;

10.8 promptly notify the competent police department of damage caused by fire, explosion, theft and robbery and to immediately submit a list of any exhibition or exhibition goods that have been lost. The immediate, written notice of damage to the insurer pursuant to Clause 10.2 shall remain unaffected.

11. Legal consequences in case of breach of obligations

11.1 Termination right of the insurer

If the policyholder breaches an obligation arising from this contract, which he has to fulfill before the occurrence of the insured event, the insurer may terminate the contract within one month of becoming aware of the breach of duty without notice. The insurer has no right of termination if the policyholder proves that the breach of duty was not based on intent or gross negligence.

11.2 Scope of the insurance cover

If an obligation arising from this contract is intentionally breached, the policyholder loses his insurance cover. In the event of a grossly negligent breach of a duty, the insurer is entitled to reduce its performance in proportion to the seriousness of the policyholder's fault. The complete or partial cessation of the insurance cover shall be subject to the condition that the insurer has informed the policyholder of this legal consequence by separate communication in writing in the event of a breach of the obligation to provide information or to inform after the occurrence of the insured event.

If the policyholder proves that he did not breach the obligation by gross negligence, the insurance cover will remain in place.





11.3 The insurance cover shall continue to exist if the policyholder proves that the breach of the obligation was not the cause for the occurrence or the determination of the insured event nor for the determination or the extent of the insurer's obligation. This does not apply if the policyholder has fraudulently breached the obligation.

11.4 The above provisions apply irrespective of whether the insurer exercises a right of termination under Section 11.1.

11.5 The insured person must violate breaches of duty of the policyholder

IV Benefits of insurance

12. Replacement

12.1 They will be replaced

12.1.1 in the event of loss of exhibition or fair goods, the insured value;

12.1.2 in case of damage to the exhibition or fair goods and the reusable packaging, the repair costs at the time of occurrence of the insured event.

12.2 Impairment losses are only replaced if the exhibition or trade fair goods can no longer be returned to their former state of use as a result of the replacement or restoration.

12.3 The substitute services pursuant to Numbers 12.1 and

12.2. are limited to the simple insured value. Residual values are taken into account.

13. Insurance Value

13.1 The insured value shall be deemed to be the common commercial value and, failing that, the general value of the exhibition or exhibition goods at the place of dispatch at the time the insurance commences.

13.2 Common commercial value is the market value less saved costs. Market value is the average price of the exhibition or fair goods in the respective relevant market; the relevant market is, according to the circumstances, the sales or the procurement market.

13.3 Common value is the selling price of the exhibition or fair good, less saved costs, that can be achieved by the policyholder.

14. Under Insurance

If the sum insured at the occurrence of the insured event is considerably lower than the insured value (underinsurance), only the part of the damage that is related to the entire loss is treated as the insured sum at the insured value.

15. Multiple insurance

15.1 Requirements

Multiple insurance exists when an interest is insured against the same risk in several insurance policies and either the sums insured together exceed the insured value or for other reasons the total compensation payable by each insurer without the existence of the other insurances exceeds the total loss.

15.2 Repeal and adaptation of the contract

15.2.1 If the multiple insurance has been established without the policyholder being aware of this, he may request the termination of the contract concluded later.

15.2.3 Exercise of the rights

The right of cancellation or reduction lapses if the policyholder does not assert it within one month after becoming aware of the multiple insurance.

If the policyholder has taken out multiple insurance with the intention of obtaining an unlawful financial advantage, any contract concluded with this intention shall be void. The insurer is entitled to the contribution until the time when he becomes aware of the circumstances giving rise to the nullity.

16 Due date and payment of the compensation

16.1 If the insurer's obligation to pay has been determined on the merits and the amount, the compensation must be paid within two weeks. However, one month after the damage has been reported, the amount to be paid as the installment is at least the amount to be paid according to the situation.

16.2 Compensation shall be subject to interest at the rate of 4 percent after the expiry of one month from the date on which the claim was reported for the year. Interest is due only when the compensation is due.

16.3 The origin of the right to installment payments and the commencement of the interest shall be postponed by the period by which the determination of the insurer's obligation to pay was delayed, in terms of reason or amount, by the fault of the policyholder or the insured. The cancellation or reduction shall take effect at the time when the statement by which it is requested reaches the insurer.





15.3 Fraudulent multiple insurance

If the policyholder has taken out multiple insurance with the intention of obtaining an unlawful financial advantage, any contract concluded with this intention shall be void. The insurer is entitled to the contribution until the time when he becomes aware of the circumstances giving rise to the nullity.

16. Due date and payment of the compensation

16.1 If the insurer's obligation to pay has been determined on the merits and the amount, the compensation must be paid within two weeks. However, one month after the damage has been reported, the amount to be paid as the installment is at least the amount to be paid according to the situation.

16.2 Compensation shall be subject to interest at the rate of 4 percent after the expiry of one month from the date on which the claim was reported for the year. Interest is due only when the compensation is due.

16.3 The origin of the right to installment payments and the commencement of the interest shall be postponed by the period by which the determination of the insurer's obligation to pay was delayed, in terms of reason or amount, by the fault of the policyholder or the insured.

16.4 The insurer may postpone the payment as long as

16.4.1 There are doubts about the beneficiary's right of access;

16.4.2 an administrative or criminal procedure is in progress against the policyholder or insured person on the occasion of the insured event.

16.5 The insurer is entitled, but not obliged, to take over the damaged exhibition or fair goods against reimbursement of the insured value.

A sale of damaged parts of the exhibition or fair goods before payment of the compensation is not permitted without the consent of the insurer.

17. Achievement of the insured event

17.1 If the policyholder deliberately causes the damage, the insurer is released from the obligation to perform.

17.2 If the policyholder causes the insured event due to gross negligence, the insurer is entitled to reduce his benefit to a ratio commensurate with the seriousness of the policyholder's fault.

17.3 If the policyholder is guilty of fraudulent misrepresentation in determining the damage, the insurer is released from the obligation to perform.

V Limitation, termination and jurisdiction

18. Statute of limitations

18.1 The claims under the insurance contract lapse after three years. The deadline calculation is based on the general provisions of the Civil Code.

18.2 If a claim under the insurance contract has been filed with the insurer, the period of limitation is suspended from the time of filing until the time when the insurer's decision reaches the claimant in writing.

19. Termination

19.1 At the end of the insurance period For contracts with a term of at least one year, the contract is tacitly extended by one year, unless terminated by one of the contracting parties with a notice period of three months at the end of the insurance period.

19.2 After occurrence of the insured event

19.2.1 After occurrence of an insured event both parties can terminate the insurance contract. The termination must be declared in writing. It must be received no later than one month after the conclusion of the negotiations on the compensation.

19.2.2 The insurer must observe a notice period of one month. If the policyholder cancels, he may decide that his termination shall take effect immediately or at a later date, but at the latest at the end of the current insurance period. Termination by the insurer becomes effective one month after it has been received by the policyholder.

19.2.3 If the insurer has terminated, he is obliged to return the corresponding portion of the premium for the insurance period not yet expired.

20. Competent court

20.1 Claims against the insurer

For actions under the insurance contract against the insurer, jurisdiction is determined by the registered office of the insurer or its branch responsible for the insurance contract. If the policyholder is a natural person, the court in whose district the policyholder has his domicile or, in the absence thereof, his habitual residence is also locally competent.





20.2 Claims against the policyholder

If the policyholder is a natural person, actions under the insurance contract against him must be brought before the court having jurisdiction over his place of residence or, failing that, his place of habitual residence.

If the policyholder is a legal person, the competent court also determines the place of residence or branch of the policyholder. The same applies if the policyholder is an open trading company, a limited partnership, a partnership or a registered partnership.

20.3 Unknown residence of the policyholder

If the policyholder's domicile or habitual residence is not known at the time the legal action is brought, the jurisdiction for action under the insurance contract against the insurer or the policyholder shall be determined by the registered office of the insurer or his branch responsible for the insurance contract.

21. Final provision (applicable law)

This contract is governed by the law of the Federal Republic of Germany. Unless otherwise stipulated in the above insurance conditions, the provisions of the Law on the Insurance Contract (VVG) in particular apply

Instructions for the claim

In the event of a claim, the policyholder must comply with the obligations set out in clause 10 after the occurrence of the insured event and notify the insurer, in the case of an exhibition also the exhibition management, of the damage pursuant to clause 10.2 without delay and submit the following documents:

1. For transport damage

1.1 Transport documents (original consignment note, loading slip and the like);

- 1.2 written declaration of assignment of the beneficiary of the contract of carriage to the insurer;
- 1.3 Certificate from the carrier in whose custody the goods were located when the insured event occurred;
- 1.4 in the case of transport by motor vehicle or messenger, a report of the driver or messenger with an opinion of the entrepreneur;
- 1.5 in the case of transport by aircraft, a certificate from the air carrier;
- 1.6 Proof of value (for example original invoice), if available; 1.7 calculation of total damage;

2. At bearings

- 2.1 a report from the warehouse keeper;
- 2.2 Proof of value (eg original invoice), if available; 2.3 calculation of total damage;

3. At exhibitions

- 3.1 fact finding by the exhibition management;
- 3.2 Proof of value (eg original invoice), if available; 3.3 calculation of total damage;
- 3.4 correspondence concerning liability for securing claims for compensation against third parties;
- 3.5 Product data and their statements.

4. Proof of police report

In the event of fire, explosion, theft and robbery damage, the written evidence of immediate notification and the prompt presentation of the list of lost exhibition or exhibition.