

Conditions of participation FRUIT LOGISTICA Special Edition 2021 18 - 20 May 2021

I. General section

1. Event / Organiser

The organiser of FRUIT LOGISTICA Special Edition 2021 ("FRUIT LOGISTICA Special Edition 2021" or "Event") is Messe Berlin GmbH ("Messe Berlin") in cooperation with Fruitnet Media International GmbH. FRUIT LOGISTICA Special Edition 2021 consists of live interaction on the exhibition grounds "Berlin ExpoCenter City" ("On-site Event") and digital interaction ("Digital Event Package") on the FRUIT LOGISTICA digital platform ("FRUIT LOGISTICA Platform").

2. Dates

2.1 FRUIT LOGISTICA Special Edition 2021 event dates

18 - 20 May 2021

2.2 Registration deadline

15 December 2020

2.3 Opening hours for the On-site Event

for visitors: 9.00 a.m. – 5.00 p.m.
Thursday: 9.00 a.m. – 4.00 p.m.

for exhibitors: 8.00 a.m. – 6.00 p.m.
Thursday: 8.00 a.m. – 5.00 p.m.

2.4 Stand construction – machinery (expositions)

14 - 16 May 2021: 7.00 a.m. – 10.00 p.m.

2.5 Stand construction – decorations
(without machinery and equipment)

15 - 16 May 2021: 7.00 a.m. – 10.00 p.m.

17 May 2021: 7.00 a.m. – 8.00 p.m.

2.6 Dismantling

21 May 2021: 7.00 a.m. – 10.00 p.m.

Subject to change. Please note: further information may follow at a later date at www.fruitlogistica.com.

3. Participation eligibility and admission

3.1 Registration for FRUIT LOGISTICA Special Edition 2021 is only available online: www.fruitlogistica.com/exhibitor.

3.2 Exhibitors and co-exhibitors must be companies that are aligned with the theme of the event within the scope of the [product group index](#).

3.3 Submitting a completed registration form for FRUIT LOGISTICA Special Edition 2021 does not constitute a right for admission to the Event. Messe Berlin decides on admission at its due discretion, taking into account the purpose of the Event and the available capacity. There is no further legal right for admission. Admission is not transferable.

4. Stand packages and participation fees

4.1 Exhibitors and co-exhibitors admitted to FRUIT LOGISTICA Special Edition 2021 are required to book one of the available stand packages. Each of these packages include the following services: (i) participation in the On-site Event including exhibition space rental and complete stand construction, and (ii) a Digital Event Package. Due to the use of complete modular exhibition stands, construction of custom-designed stands is not possible.

4.2 The exhibitor and co-exhibitor will be allocated an exhibition space (either 18 m², 36 m², or 54 m²) by Messe Berlin. The exhibitor has the opportunity to choose

i) The stand shape based on their allocated space:

18 m² Row or Corner Stand
36 m² Row, Corner or Peninsula Stand
54 m² Peninsula Stand

(Row stand = one side open, Corner stand= two sides open, Peninsula stand = three sides open)

and

ii) choose from the following Packages:

Stand-package Business
Stand-package Brand
Stand-package Premium

All further information regarding prices and list of services can be found at www.fruitlogistica.com/exhibitor.

4.3 The services and participation eligibility for each of the stand packages along with the applicable participation fees are outlined on the registration form. The participation fee for renting exhibition space includes electricity and water, hall lighting, hall heating, aisle cleaning and supervision of the hall (not stand security).

4.4 The amount of EUR 0.60/m² will be charged for participating in the On-site Event in accordance with agreements made with the Association of the German Trade Fair Industry (AUMA).

4.5 Exhibitors and co-exhibitors admitted to FRUIT LOGISTICA Special Edition 2021 are required to book the Digital Event Package. This includes access to the FRUIT LOGISTICA platform and offers exhibitors and co-exhibitors a service package of selected business-meeting and marketing tools to optimise their trade fair participation and market presence. The package also includes access to the digital supporting programme. The mandatory fee for access to the FRUIT LOGISTICA Platform and for use of the service package is EUR 509.00 per exhibitor or co-exhibitor. Authorisation for additional access to the FRUIT LOGISTICA Platform can be booked as a supplement (subject to an additional fee).

4.6 The stand packages stated in the application include the AUMA fee (Section 4.4) and the costs for the Digital Event Package (Section 4.5).

4.7 Prices do not include VAT.

5 Cancellation or non-participation by exhibitors

5.1 After registration (admission) has been confirmed, the following provisions for exhibitor cancellation or non-participation shall apply as an exception to the provisions outlined in Section 8.1 of the Messe Berlin GmbH General Terms and Conditions for Trade Fairs and Exhibitions.

5.2 Exhibitors may cancel participation free of charge up to four weeks before the start of the event (20 April 2021). After this period has expired, it will only be possible to cancel participation in the On-site Event. The following cancellation fees apply:

less than 4 weeks / up to 3 weeks before the start of the event:	25%
less than 3 weeks / up to 2 weeks before the start of the event:	50%
less than 2 weeks / up to 1 week before the start of the event:	75%
less than 1 week before the start of the event:	100%

These percentages apply to the participation fee for the On-site Event (stand package including exhibition space and stand form, minus the Digital Event Package fee). Exhibitors that do not participate in the On-site Event ("No Show") will be required to pay the participation fee in full. The same applies to a No Show without prior written notification from the exhibitor.

5.3 Cancellation of the Digital Event Package is not possible after the cancellation period specified in Section 5.2 sentence 1 (i.e. 4 weeks before the start of the Event) has expired. The exhibitor is still required to pay the mandatory fee for access to the FRUIT LOGISTICA Platform (see Section 4.5) in full, even if the exhibitor or co-exhibitor does not participate in the On-site Event.

5.4 The abovementioned requirement to pay the cancellation fees (Section 5.2) and the mandatory fee for access to the FRUIT LOGISTICA Platform (Section 5.3) does not affect the exhibitor's obligation to pay for all deliveries and services that are not part of the selected stand package, but already provided as requested by the exhibitor or his vicarious agents.

5.5 The receipt of the written (text form) declaration of cancellation is decisive for the calculation of the aforementioned deadlines. Should Messe Berlin incur any further expenses up to the time of cancellation, these may be supplementally charged to the exhibitor. The exhibitor reserves the right to prove that Messe Berlin has suffered a lesser loss or no loss at all.

5.6 If, without being obliged to do so, Messe Berlin assigns all or part of the booked exhibition space to a third party ("third-party exhibitor"), which Messe Berlin would not have otherwise assigned an exhibition space, Messe Berlin shall reimburse the exhibitor for the (pro rata) costs of the participation fee attributable to the On-site Event minus (i) the reduced amount, which Messe Berlin incurs (i.e. the difference between participation fee agreed with the exhibitor and the participation fee agreed with the third-party exhibitor), as well as (ii) a flat-fee reimbursement of expenses amounting to 25% of the stand package agreed with the exhibitor for the effort made by Messe Berlin to find a third-party exhibitor. The exhibitor shall be permitted to prove that the expenses incurred by Messe Berlin are significantly lower than the flat-fee compensation for expenses (in this case the lower amount shall be owed as compensation for expenses). The exhibitor's obligation to pay for other deliveries and services already provided upon his request shall remain unaffected. Messe Berlin is not obliged to accept a substitute exhibitor nominated by the exhibitor.

5.7 If the On-site Events are not held due to circumstances for which neither Messe Berlin nor the exhibitor is responsible, Messe Berlin will not charge the exhibitor the participation fee due for participation in the On-site Event. The fee already paid for the selected stand package, including exhibition space and stand form, will be refunded to the exhibitor or, if requested, used for the next edition of FRUIT LOGISTICA. Messe Berlin's entitlement to remuneration for the Digital Event Package shall remain unaffected.

5.8 The regulations for cancellation outlined in Sections 5.1 to 5.6 apply accordingly to registered co-exhibitors. The rights and obligations of the co-exhibitor also remain in force if the (main) exhibitor does not participate in the Event or participates only to a limited extent.

5.9 For further details, please see the Messe Berlin GmbH General Terms and Conditions for Trade Fairs and Exhibitions.

6 Change of event date

6.1 Messe Berlin shall be entitled to postpone the Event up to twelve weeks before the scheduled date. The date of the Event shall be changed if - at the reasonable discretion of Messe Berlin and taking into account the justified interests of the exhibitors in holding the Event on the planned date - adherence to the original date of the Event makes the economic viability of the Event unachievable or the number of registrations indicates that the main objective of the Event (specifically the presentation of a representative range of products/services from one or more sectors of the economy) cannot be achieved and this makes it impossible to fulfil the purpose of the Event.

6.2 If the date of the Event is changed in accordance with Section 6.1, the cancellation periods specified in Section 5.2 shall apply corresponding to the new date of the Event. Any claims for damages by the exhibitor due to the postponement of the Event are excluded.

6.3 The provisions outlined in Section 9 of the Messe Berlin GmbH General Terms and Conditions for Trade Fairs and Exhibitions remain unaffected.

7 Terms of payment

7.1 The participation fee is due and invoiced (partial payment invoice) with the order confirmation. All other services, including supplemental services, will be invoiced after the Event has taken place, usually with a final invoice taking into account any advance payments already made.

7.2 Please indicate the invoice number and customer number on the payment order.

7.3 In the case of changes to invoices for which Messe Berlin is not responsible, Messe Berlin is entitled to charge a processing fee of EUR 80.00 plus VAT.

II. Special section for the On-site Event

8 Placement

8.1 The assignment of exhibition space and location (hall and stand number) ("Placement") by Messe Berlin will be made based on the given possibilities and taking into account the stand package booked. Placement shall be based on the needs and possibilities of Messe Berlin and will also take into account the details provided by the exhibitor and the industry sector - which will be determined by Messe Berlin at its own discretion. The exhibitor has no claim to a specific location.

8.2 The exhibitor may not relocate, exchange, share or transfer his exhibition space in whole or in part to third parties, unless Messe Berlin has given prior written consent.

8.3 Each exhibitor is obliged to obtain information about the location, the exact dimensions and any fixtures etc. of the assigned exhibition stand.

8.4 Messe Berlin points out that changes to neighbouring exhibition spaces and the allocated stand number may be made before the start of the Event. For compelling technical or organisational reasons, Messe Berlin is also entitled to relocate or close entrances and exits to the exhibition grounds and halls and to make other structural changes. This shall not be regarded as grounds for any claims against Messe Berlin.

8.5 Messe Berlin is entitled to assign the exhibitor an exhibition space that differs from the placement, i.e. to change the location, type, dimensions and/or size of the exhibitor's exhibition space or stand, provided that such changes are necessary for technical and/or operational reasons and are carried out to an extent which is reasonable for the exhibitor, taking into account the exhibitor's interests. If subsequent changes result in a reduced participation fee, the difference shall be reimbursed to the exhibitor. Any further claims against Messe Berlin are excluded.

9 Exhibition stand staffing

Every exhibitor is required to ensure the exhibition stand is completely equipped during the Event on 18 and 19 May 2021 from 9:00 a.m. to 5:00 p.m. and on 20 May 2021 from 9.00 a.m. to 4:00 p.m. and to have expert staff on duty. The removal of (i) graphic elements, (ii) decorations and/or (iii) displayed items is not permitted before Thursday, 20 May 2021 before 4:00 p.m. If the exhibitor violates this provision, Messe Berlin shall be entitled to demand a contractual penalty to be determined by Messe Berlin in each individual case at its reasonable discretion, the amount of which may not exceed EUR 5,000 and the appropriateness of which shall be examined by the competent court in the event of a dispute. The exhibitor shall be entitled to provide evidence that Messe Berlin has suffered no damages or significantly less damages. The possibility of asserting further claims shall remain unaffected.

10 Exhibitor passes

10.1 Depending on the allocated exhibition space, only the number of stand personnel per exhibition space indicated below may be registered. Each exhibitor will receive a predetermined number of exhibitor passes according to the allocated exhibition space:

Exhibition space 18 m²:
maximum 3 exhibitor employees

Exhibition space 36 m²:
maximum 5 exhibitor employees

Exhibition space 54 m²:
maximum 7 exhibitor employees

10.2 Exhibitors will receive a code in advance to register online in the Ticket Shop at www.fruitlogistica.com and to print out their personalised exhibitor passes. These passes are assigned to a specific person and are non-transferable. An identity check will be carried out at the entrances to the Berlin ExpoCenter City grounds. Additional exhibitor passes are not available for purchase.

11 Technical guidelines

If exhibitors or co-exhibitors bring display items to the stand, they must be in compliance with the technical guidelines for the Berlin ExpoCenter City grounds ([Details here](#)). This includes all implementation provisions, fire protection, building and other safety regulations contained therein. Exhibitors and co-exhibitors are also required to comply with the provisions of the law on technical work equipment (Product Safety Act). The exhibitor and co-exhibitors shall also be responsible for ensuring that employees and other vicarious agents, in particular stand personnel, as well as any registered co-exhibitors are aware of and comply with the aforementioned regulations and requirements.

12 COVID-19 hygiene and safety concept

12.1 Before participating in the Event, exhibitors and co-exhibitors are required to obtain information about and comply with the currently valid regulations, laws, ordinances and other decrees issued in connection with the containment of SARS-CoV-2 (COVID-19). Furthermore, the exhibitor is obliged to observe the hygiene and safety measures ([Details here](#)) issued by Messe Berlin for the Event.

12.2 Exhibitors and co-exhibitors must ensure that any contracted third parties are informed about and comply with the valid regulations and measures. Furthermore, the exhibitor and co-exhibitor are responsible for complying with the applicable hygiene and protection regulations on the stand. Messe Berlin reserves the right to bar anyone who does not abide by the regulations for containing the COVID-19 virus and/or fails to comply with the hygiene and safety measures from participating in the Event.

13 GEMA fees

A licence is required from GEMA for any public performance of music protected by copyright on CDs or other audio media and for musical performances during the reproduction of radio and television broadcasts. The required applications can be obtained from:

GEMA
Keithstraße 7
10787 Berlin
Tel. +49 30 212 92 0

14 Sales

Direct sales are prohibited. This ban applies to all immediate transactions with end consumers. More specifically, indirect transactions with end consumers are prohibited where an intermediate product that can only be used in combination with another product is offered free of charge.

15 Distribution of samples

15.1 Serving food and beverages

Unless serving food and beverages is prohibited by ordinance or other public law requirements and regulations at the time FRUIT LOGISTICA Special Edition 2021 takes place, exhibitors must observe the following:

For serving food and beverages (including samples) at the exhibition stand, the exhibitor must strictly comply with the statutory regulations, in particular the German Restaurant Code and the veterinary and food supervisory authorities. The following office is responsible for applications for permission with regard to serving alcoholic beverages at the stand:

Ordnungsamt
Berlin Charlottenburg-Wilmersdorf,
Hohenzollerndamm 174-177, 10713
Berlin

15.2 Distribution of exhibition goods

Handing out fruit and vegetables – even free of charge – in quantities larger than samples is not permitted. Fruit and vegetables may only be handed

over to Berliner Tafel e.V. (foodbank) on the last day of the trade fair.

15.3 In all other respects, the requirements of the hygiene and safety concept apply (see Section 12).

16 Volume levels

The volume for product presentations must at all times be kept to a level that ensures neighbouring exhibitors are not to be disturbed. To enable all exhibitors to hold business discussions without disturbance during FRUIT LOGISTICA Special Edition 2021, presentations at the exhibition stand (musical performances, shows, demonstrations, etc.) are only permitted daily after 2:30 p.m. and must not exceed a normal volume level.

17 High frequency, wireless systems

The operation of high frequency, wireless equipment and other transmitters for news purposes is subject to notification and approval by the Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railway, Berlin Branch, Seidelstraße 49, 13405 Berlin, www.bundesnetzagentur.de. The preferred frequency bands/ranges for Messe Berlin event-related transmission technology must be used and are listed in Section 5.11 of the Messe Berlin Technical Guideline. Any use of unregistered frequencies is prohibited because it may disturb the presentations of other trade fair exhibitors or damage the technical equipment used by third parties.

18 Building supervision and fire protection regulations

As a precautionary measure, Messe Berlin would like to inform exhibitors that emergency exits, entrances and doorways, fire alarms, hydrants, smoke flaps, electrical circuits and control panels, telephone switchboards and ventilation slots must remain freely accessible and must not be covered or blocked in any way. The use of open flames for cooking, heating and operating purposes is prohibited. Packaging material, paper and other flammable materials may not be left lying around or stored in the halls. Outside the halls, vehicles, containers, other storage bins and materials must not be positioned less than 5m from the building wall. Detailed technical and building regulations are available online in the BECO web shop.

III. Special section for using the Digital Event Package

All exhibitors and co-exhibitors registered for FRUIT LOGISTICA Special Edition 2021 will receive access

authorisation for the FRUIT LOGISTICA Platform. Subject to payment of the participation fee, each exhibitor will receive a link ("registration link") sent to the e-mail address provided. This information can be used to register on the FRUIT LOGISTICA Platform for access to digital services, including a business meeting function, marketing tools and access to the digital supporting programme for the event.

Use of the FRUIT LOGISTICA Platform requires consent to the platform's terms of use.