

1. General

The event will be held under the name CULTIVA Summer Festival (hereinafter also referred to as the "event"). The organizer of CULTIVA Summer Festival is the

CULTIVA HEMP EXPO GmbH
Pfadenhauergasse 4 Top 8
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www.cultiva.eu, office@cultivahempexpo.com (hereinafter referred to as the organizer)

The event will take place in the Motorworld Munich, Lilienthalallee 33, D- 80939 Munich.

The opening hours of the event are:

Friday, 03. July 2026 | 14:00 am – 22:00 pm
Saturday, 04. July 2026 | 11:00 am – 22:00 pm
Sunday, 05. July 2026 | 11:00 am – 19:00 pm

The organizer reserves the right to change the start and duration of the trade fair without the exhibitor being able to derive any claims against the organizer (e.g. withdrawal, compensation). The organizer uses the event space on the basis of a rental agreement with MW München Betriebs GmbH, Am Ausbesserungswerk 8, 80939 Munich.

2. Registration and conclusion of contract

Interested parties can register for participation in the event online via the website, by e-mail or verbally. Registration is initially considered a non-binding inquiry. Upon receipt of the registration, the organizer will submit a written or verbal offer to the exhibitor. This offer can be accepted by the exhibitor in writing, by e-mail or verbally. Acceptance of the offer shall constitute a legally binding contract between the exhibitor and the organizer. Acceptance of the offer with reservations is invalid. Deletions, additions and amendments in the offer and in the trade fair conditions are invalid. Following acceptance, the exhibitor shall receive a written order confirmation from the organizer.

3. Registration, acceptance of the application

National and international exhibitors whose exhibits correspond to the theme may be admitted. The organizer shall decide on the exhibitor's admission to the event at its own discretion, taking into account the space capacities, the purpose and the structure of the event. The organizer may require the exhibitor to submit a list of goods.

Admission is granted by means of a written order confirmation by the organizer, as is the allocation of space, which may take place at the same time as or after acceptance of the offer. The organizer is not obliged to justify refusals to conclude exhibition contracts and does not grant exhibitors any exclusion from competition. In the interest of the event (trade fair), the organizer is entitled to assign a booth in a different location, to change the size of the booth, to relocate or close entrances and exits to the exhibition grounds and halls or to make other structural changes in deviation from the order confirmation and space allocation. If the booth rent is reduced as a result, the difference will be credited or refunded to the exhibitor at the discretion of the organizer. Further claims, in particular claims for damages against the organizer, are excluded. If, for any reason, the organizer cannot provide a stand that has already been allocated and cannot offer a replacement, the exhibitor shall only be entitled to reimbursement of the actually paid booth rent.

4. Stand construction and design

The set-up and dismantling times and the trade fair opening times must be strictly adhered to. Penalty payment(s) will be due in the event of non-compliance. To ensure a uniform overall impression, the organizer has issued guidelines for stand construction which contain binding requirements for the exhibitor. Before planning a booth construction, the exhibitor is obliged to obtain information from the organizer in good time about the structural conditions of his booked booth space, e.g. columns, fire protection equipment, supply ducts and the like. The booth must be designed and set up in such a way that no neighboring booth areas are impaired by exhibits, advertising spaces, display objects or in any other way. Exceeding the prescribed construction height of 2.50 m is only permitted with the written consent of the organizer, who may also grant this at his own discretion subject to the written consent of the neighboring exhibitors.

5. Customer interception

The interception of customers outside the exhibition space booked by the exhibitor, e.g. in the aisle, at the neighboring booth, at the entrance door, at the cash desks or on the outdoor exhibition area, is prohibited for the benefit of all exhibitors. In the event of non-compliance, the organizer will issue a one-time warning. In the event of repeated customer interception, the organizer has the right to block the exhibition space booked by the exhibitor for the entire duration of the fair. In this case, the exhibitor will not be refunded any costs. The general interest of the event must be observed.

6. Quality assurance

The exhibitors and their products and services must match the trade fair theme. The organizer may only grant an exception in special cases. The exhibitor's service or product must be legally approved in Austria. The exhibitor undertakes to inform himself whether the goods he sells or the services he provides are authorized under Austrian law (product liability, consumer protection law, etc.) and whether all regulations under customs law are complied with. By accepting

the offer, the exhibitor guarantees to have the legal and technical competence for the services and products offered for Austria. The exhibitor undertakes to indemnify and hold the organizer harmless against any claims arising from a breach of this obligation, irrespective of fault. During the opening hours of the event, the booth space must be staffed continuously with sufficient personnel and kept accessible to visitors. The name and address of the exhibitor must be recognizable to everyone for the entire duration of the event.

7. Booth dismantling

Booth dismantling begins after the end of the event on the last day of the event. Booth dismantling must be completed in full by 14:00 on the following day. It is expressly forbidden to set up and dismantle booths during the opening hours of the trade fair. An amount of EUR 500.00 will be charged in the event of non-compliance. The stand area must be returned to the organizer in its original condition. Used material, foundations, damage, carpet tape and adhesive residue must be completely removed by the exhibitor without damaging the surface. Otherwise, the organizer is entitled to have this work carried out at the exhibitor's expense. The assertion of further claims by the organizer against the exhibitor remains unaffected by this. Booths and exhibits that have not been dismantled or removed by the date set for the end of dismantling may be removed by the organizer at the exhibitor's expense and stored by the organizer with a forwarding agent at the exhibitor's expense, excluding liability for loss or damage. The assertion of further claims by the organizer against the exhibitor remains unaffected by this.

8. Cancellation terms

In the event of cancellation (withdrawal) of the registration, the exhibitor shall pay the following cancellation fees to the organizer: Up to 12 weeks before the start of the trade fair 50% of the agreed stand rental fee, from 12 weeks before the start of the trade fair 100% of the agreed stand rental fee, in each case plus taxes, duties, other ancillary costs and any costs already incurred for technology and services ordered. The cancellation fee is to be paid as a fixed compensation regardless of fault, whereby the exhibitor waives the right to a reduction of the compensation claim, in particular the right to judicial mitigation for whatever reason, including the right to equalization of benefits. The exhibitor acknowledges that the cancellation fee must also be paid if the organizer succeeds in renting or selling the exhibition stand to a third party. This does not affect the right to claim damages in excess of the agreed cancellation fee. The due date of the cancellation fee plus any additional payments shall be determined by the cancellation invoice.

9. Prohibition of assignment

The exhibitor is not entitled to assign claims arising from the exhibition contract with the organizer to third parties. Even partial transfer of the stand requires the express written consent of the organizer and is only permitted against payment of a co-exhibitor fee.

10. Sponsoring

Separate terms and conditions apply to sponsorship agreements. The acceptance of a sponsorship offer by the sponsor- regardless of whether in writing, by e-mail or verbally- constitutes a binding contract. After confirmation of the contract, 100% of the total amount will be invoiced.

Cancellation or withdrawal from the sponsorship agreement is excluded. The sponsor undertakes to provide the agreed services in full and to pay the sponsorship fee defined in the offer.

11. Invoicing and payment terms

After admission (acceptance of registration) 50% of the total amount is due, the remaining 50% is payable 12 weeks before the event. Invoices issued after this date are due immediately at 100%. The exhibitor is obliged to pay all costs for ancillary services upon invoicing, whereby the organizer is entitled to demand advance payment for these services. For changes to invoices already issued by the exhibitor, an amount of EUR 25 plus 20% VAT will be charged per change. In any case, an invoice may specify different terms and dates of payment, which are binding for the exhibitor.

All payments shall be made in euros. The timely payment of invoices and any registration fee as well as the settlement of any outstanding claims from previous events are prerequisites for the handover of the allocated stand. Any objections to the invoice must be made within five working days of receipt. After this time, the invoice shall be deemed approved; complaints received after this time shall be invalid. In the event of late payment, 12% interest p.a. from the due date and EUR 20.00 per reminder letter shall be agreed. Any dunning and collection costs incurred shall be reimbursed to the organizer, irrespective of whether the dunning procedure is carried out by the organizer itself or by a third-party contractor. This shall not affect the costs of legal action and execution to be determined by the courts. Dunning and collection expenses charged to the organizer by third parties shall in any case be borne by the exhibitor. The exhibitor is not entitled to withhold payment of due invoices due to counterclaims of any kind whatsoever, to refuse payment or to offset against them.

12. Taxes, fees and charges

All taxes, fees and charges, in particular VAT, legal fees and advertising fees, shall be borne by the exhibitor. All prices quoted are net prices.

13. Marketing- and service fee

The marketing and service costs are not included in the booth price. They include the registration fee, a contingent of exhibitor passes depending on stand size, the AKM fees, the basic entry in the company profile in the online exhibitor catalog, the basic entry in the printed exhibitor directory and various printed and electronic advertising materials for the exhibitor's own advertising activities. Every exhibitor (including any co-exhibitors and sub-exhibitors) is obliged to make an entry in the published exhibition catalog. The minimum entries shall be made at the exhibitor's expense even if no express order has been received from the exhibitor.

14. Withdrawal from the contract

The organizer is entitled to withdraw from the contract with immediate effect and without notice if the exhibitor does not meet his payment obligations on time or if insolvency proceedings are pending, out-of-court settlement proceedings or liquidation proceedings against the exhibitor have taken place or are imminent.

15. Reservations

If it becomes impossible to hold the event in whole or in part due to an unforeseen event for which the organizer is not responsible, or if the event cannot be held as planned, in particular due to terrorist attacks, natural disasters, epidemics, officially ordered evacuation or closure, structural changes on the part of the lessor, water damage or other force majeure, the organizer shall be entitled to withdraw from the contract. In the event of force majeure, the organizer is obliged to inform the exhibitor immediately of the partial or complete impossibility of holding the event.

The organizer also has the right to cancel the trade fair/exhibition if the expected minimum number of registrations is not received and it is economically unreasonable to hold the event as planned.

If, for reasons for which the organizer is not responsible, the trade fair cannot be held or can only be held in part or at other times, the exhibitor shall not be entitled to compensation. The organizer may retain up to 25% of the booth rental fee from the exhibitor as a processing fee. Claims for damages of any kind by the exhibitor against the organizer are excluded, as is the assertion of further claims by the exhibitor against the organizer. The exhibitor reserves the right to prove that the organizer has suffered less damage or no damage at all as a result.

16. Gastronomy

The catering is operated exclusively by the organizer or a contractual partner of the organizer. Exceptions require the express written approval of the organizer. In the event of non-compliance, the organizer is entitled to close the stand after prior request at short notice or to discontinue direct sales (direct delivery) and/or catering.

17. Exhibitor passes

The passes are non-transferable, subject to a charge and only intended for the exhibitor's own booth personnel. Each exhibitor receives a contingent of exhibitor passes for himself and his stand personnel free of charge, which is determined by the organizer depending on the size of the booth. Any additional exhibitor passes required can be obtained for a fee.

18. Technical stand equipment

Basic installations on the supply routes for electricity and water may only be carried out by contractual partners of the organizer. Electricity, water and other technical connections are possible against payment of connection and usage fees. All electrical devices, systems and installations must comply with the regulations of the ÖVE and the local and event regulations and requirements. Electrical installations may only be carried out by licensed companies. Connection and inspection shall be carried out exclusively by the licensed trade fair electrician. The technical guidelines for exhibitors and stand constructors are an integral part of this agreement. The operation of an exhibitor's own WLAN transmitter is nevertheless not permitted if, despite compliance with the above-mentioned requirements, there is interference with the technical facilities of trade fair operations, in particular interference with the trade fair WLAN operated by the organizer's partner. In the event of disruption to the technical facilities of the trade fair due to the operation of a WLAN, the organizer has the right to take all necessary measures, up to and including switching off the supply systems for the trade fair booth (Internet, power supply), which are necessary to ensure trouble-free operation of the technical facilities of the trade fair. The exhibitor must follow the corresponding instructions of the organizer, if necessary switch off the WLAN operated by him at the request of the organizer and, in the event of a violation of this guideline, reimburse the expenses incurred for the localization and elimination of the disruption.

19. Liability and compensation

The organizer accepts no liability for theft, loss of or damage to goods brought in or left behind by the exhibitor or third parties, in particular exhibition and stand equipment. The organizer also accepts no liability for vehicles parked on the exhibition grounds by the exhibitor, its employees or contractual partners. The exhibitor shall be liable for any damage caused to persons or property by him, his employees, his contractual partners or by his exhibition objects and equipment. The organizer shall be indemnified and held harmless. During the set-up and dismantling periods, each exhibitor has an increased duty of care for the safety of his goods.

Valuable and easily movable exhibits must be removed from the exhibition booth outside the opening hours of the fair (especially at night) and stored by the exhibitor himself at his own risk. The organizer shall not be liable for financial or other damages of any kind whatsoever incurred by the exhibitor himself, his employees or third parties for any reason whatsoever in connection with the preparation, execution or handling of the event. The organizer is not liable for loss of profit. This exclusion of liability also applies if damage is caused by defects in the organizer's buildings or facilities. The organizer is only liable if damage was caused intentionally or through gross negligence by him or his employees. It is the responsibility of the injured party to prove this requirement. The exhibitor cannot derive any claim whatsoever against the organizer from the actions or omissions of other exhibitors, their employees or contractual partners. The exhibitor must report any defects immediately in writing and give the organizer the opportunity to rectify the defects. Any claims by the exhibitor must be reported to the organizer immediately in writing, otherwise they shall be deemed forfeited. No liability is assumed for incorrect insertions or entries in the official trade fair catalog and/or other printed materials (printing errors, formal errors, incorrect classification, non-insertion, etc.). The organizer shall not accept any consignments intended for the exhibitor and shall not be liable for any loss, incorrect or delayed delivery. The exhibition forwarding agent shall store exhibits and packaging at the expense and risk of the exhibitor. Overnight stays in the halls and outdoor exhibition area are prohibited.

20. Trade fair insurance

The organizer is not obliged to take out any insurance. The booth rental fee does not include insurance for the objects brought into the booth, the booth and all other exhibition equipment. If insurance is taken out with the organizer or an insurance company, the terms and conditions agreed separately in writing when the insurance is taken out shall apply.

21. Advertising by the exhibitor at the event venue

Space transmissions and advertising measures in image, sound and writing for companies other than those of the exhibitor require the express written consent of the organizer. Banners, company signs, advertising inscriptions and other advertising material may not be attached or distributed outside the exhibition stand, may not protrude into the aisles and may not exceed a height of 250 cm. The display of advertising boards, posters or other advertising material or the distribution of advertising material outside the stand, in particular in the parking areas, is only permitted by separate agreement with the organizer and subject to a separate charge. In the event of unfair competition with other exhibitors, the organizer is entitled to close the booth immediately, whereby in this case a reduction of the booth rent and other costs is excluded.

22. Presentations

The organizer offers exhibitors the opportunity to give presentations as part of the supporting program. The organizer alone decides whether and who will be involved in the supporting program.

23. Special events, demonstrations

All types of special events and demonstrations on the stands or at the event site require the written consent of the organizer. Despite prior approval, the organizer is entitled to restrict or prohibit demonstrations that cause noise, dirt, dust, exhaust fumes and the like or that interfere in any other disruptive way with the orderly running of the trade fair. Flashing signs and lettering on the exhibition stand are not permitted. The use of gases and vapors (dry ice, etc.) is subject to approval. The halls are equipped with fire alarm systems; false alarms set off by the fire department will be charged to the party responsible. Laser systems must be submitted by the exhibitor to the responsible municipal department for approval. Acoustic or audiovisual presentations on the stand must be designed in such a way that any noise generated does not exceed 40 dBA, measured at the edge of the stand. If, at the request of the trade fair management, a noise level higher than the permitted level is not immediately stopped, the trade fair management reserves the right to take appropriate measures - if necessary, to close the stand. Registrations with AKM must be made by the respective companies themselves.

24. Setting up gaming and music machines

The exhibitor must register for amusement tax before the start of the trade fair for the setting up of machines that can be operated to win money or money's worth or where the outcome of the game depends on chance, amusement machines, joke machines, skill machines, etc., as well as machines that display the outcome of the game. In addition, the exhibitor must apply for a concession at the respective stand six weeks before the start of the trade fair. The devices may only be put into operation if a license has been granted. The exhibitor shall indemnify and hold the organizer harmless from the operation of such devices.

25. Filming and photography

The organizer is granted the right to photograph and film on the event grounds and to use the images exclusively for its own or general publications. In this context, the exhibitor waives all claims and objections arising from industrial property rights, in particular copyright and the Unfair Competition Act (UWG). Exhibitors are not permitted to make or have made films, photographs, drawings or other illustrations of exhibits and exhibited goods outside their own stand.

26. Cleaning

The organizer is responsible for cleaning the grounds and the aisles in the halls. Exhibitors are responsible for cleaning their stands. Stand cleaning shall be carried out by cleaning companies approved by the organizer at the exhibitor's request and expense. Packaging material and waste that the exhibitor throws into the aisle or puts to one side will be removed at the exhibitor's expense. The disposal of hazardous waste must be arranged by the exhibitor himself. The exhibitor guarantees compliance with all relevant statutory and administrative special regulations.

27. Transportation and parking

Driving motor vehicles of any kind into the exhibition halls during the trade fair is strictly prohibited. For special transports, written permission must be obtained from the organizer in good time. All vehicles must be removed from the entrances, driveways, fire department zones and press parking areas without restriction from the end of the set-up period. Trucks over 3.5 tons may not be parked in the parking lots during the trade fair. Any infringement will result in a case of trespass and the organizer is free to have illegally parked vehicles towed away at the expense of the vehicle owner.

28. Security

The organizer shall provide general security for the event areas during the event, without assuming any liability for loss or damage to objects. The exhibitor is responsible for monitoring and supervising the stand area and stand. Exhibitors have no legal claim to separate stand security (theft protection). Additional stand security services during the trade fair must be commissioned separately by the exhibitor and charged directly to the company commissioned. The organizer must be notified in writing in good time of any stand security commissioned separately by the exhibitor, stating the details of the security company. The use of third-party security companies commissioned by the exhibitor to guard the stand outside the opening hours of the event also requires the prior written approval of the organizer.

29. Violation of the trade fair conditions, violation of the law

The trade fair and exhibition conditions, all instructions, conditions, rules and statutory regulations listed in the service folder as well as the relevant statutory provisions and regulations of the event authorities must be strictly complied with. In particular, all fire protection regulations, all trade law and local police regulations and the house rules must be complied with. The exhibitor must carry out measures ordered by representatives of the authorities immediately and at his own expense. Failure to comply with and/or violations of the trade fair conditions, the contractual agreements and the house rules as well as violations of statutory provisions shall entitle the organizer to close the assigned trade fair stand immediately at the exhibitor's expense and to carry out the eviction without legal proceedings. The orders and instructions of the organizer and his representatives must be followed by the exhibitor, his personnel and contractual partners. This also applies in particular to the parking lot belonging to the exhibition grounds. Smoking is generally prohibited in the event rooms.

30. House rules

The organizer's house rules must be followed.

31. Privacy Policy

The exhibitor undertakes to comply with data protection regulations and to process personal data exclusively in accordance with the requirements of the GDPR and any applicable national provisions. The exhibitor must ensure the data protection requirements for the above uses by taking appropriate measures (e.g. consent of its employees). The exhibitor shall be liable to the organizer for damages and expenses arising from the breach of this obligation and shall indemnify the organizer against any corresponding claims by third parties.

32. Written form, customary law

Amendments, supplements and additions must be made in writing. This also applies to any waiver of the written form requirement. Verbal collateral agreements are invalid. The exhibitor may not derive any rights whatsoever from previous events or contracts.

Bringing illegal substances, weapons - as well as all objects that can be used for acts of violence - is prohibited. Checks will be carried out at the entrance and within the exhibition grounds, which will result in a ban on entry or the removal of the person from the exhibition grounds in the event of a violation. There will be no reimbursement of costs.

33. General provisions, place of jurisdiction, place of execution

The substantive law of the Republic of Austria shall apply exclusively, excluding the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction and place of performance for both parties is Vienna. The invalidity of individual trade fair and exhibition terms and conditions shall not affect the validity of the remaining provisions. The contract shall therefore not be terminated. An invalid trade fair and exhibition condition shall be replaced in good faith by a provision that comes closest to the purpose of the invalid condition and corresponds to the achievement of the economic purpose of the trade fair and exhibition conditions.