

General Participation Guidelines for Trade Fairs and Exhibitions of IDFA Members*

In the event of a disagreement, the agreements shall apply in the following order:

A. Individual contractual agreements of the fair's organiser (organiser)

B. Special conditions of participation of the organiser

C. General Participation Guidelines



* The IDFA is the interest group of German trade fairs and exhibition cities. Members are the trade fair companies in Bremen, Dortmund, Essen, Friedrichshafen, Hamburg, Karlsruhe, Leipzig, Offenbach, Pirmasens, Saarbrücken and Stuttgart. In the interest of equal and fair treatment of exhibitors, the IDFA's members issue these guidelines in voluntary cooperation. The members are free to make deviating agreements with the exhibitors. To be effective, such agreements and arrangements require written confirmation by the respective IDFA member.

01. Participants

1.1. Participants at trade fairs and exhibitions are divided into exhibitors, co-exhibitors and additionally represented companies. They shall hereinafter be referred to as "participants".

1.2. The admission of one or more co-exhibitors shall be possible only in exceptional cases and shall entitle the organiser to charge a special fee. In all cases, however, the admitted exhibitor shall be liable for the compliance of the co-exhibitor(s) with the obligations incumbent on the exhibitor.

1.3. Exhibitors, co-exhibitors and additionally represented companies An exhibitor is a person who rents an exhibition stand for the duration of the event and exhibits with his/her own personnel and his/her own products. A co-exhibitor is anyone who is present at an exhibitor's stand with his/her own staff and his/her own products. This also includes group companies and subsidiaries. If an exhibitor who is a manufacturer shows additional goods and services of other companies in addition to his/her own products, these will count as additionally represented companies. In the case of an exhibitor who is a manufacturer, any other company whose goods or services are offered by the exhibitor counts as an additionally represented company.

1.4 The admission of the exhibitor shall not constitute a contract between the co-exhibitors or additionally represented companies registered by him/her and the organiser. As a rule, the admission of co-exhibitors shall be subject to approval and to the payment of a fee. The admission of additionally represented companies shall be subject to approval, and a fee shall be charged for them only if this is stipulated in the Special Conditions of Participation. The fee shall be paid by the exhibitor; it may also be invoiced subsequently by the organiser. Applications for the inclusion of a co-exhibitor must be submitted to the organiser in writing, stating the full address and contact person.

2. Application

2.1. The application (participation and stand order) for participation in a trade fair/exhibition (hereinafter referred to as "event") shall be made using the application form, which must be completed in full and signed with legally binding effect. Such an application shall constitute a contractual offer by the exhibitor, which shall require acceptance by the organiser. The sending of the application form shall not constitute a claim to admission.

2.2. By submitting an application, the exhibitor shall accept these "General Exhibiting Guidelines" and, if available, the "Special Exhibiting Conditions", the "House Rules", the "Technical Guidelines" and the regulations of the "Service Documents" applicable to the event in question. This acceptance shall also extend to the persons employed by him/her at the event, the other participants registered by him/her and other vicarious agents.

2.3. The exhibitor is obliged to observe the relevant labour and trade regulations, environmental regulations, fire protection and accident prevention regulations, and the regulations relevant to equitable competition. This also applies to compliance with EU Regulations No. 2580/2001 and No. 881/2001 on his/her own responsibility, especially in the areas of finance and personnel.

2.4. The exhibitor shall constantly monitor compliance with the aforementioned conditions by the persons employed by him/her at the event, the other participants registered by him/her and other vicarious agents, and shall intervene in the event of a violation and/or draw the attention of the organiser to the violations.

2.5. By submitting an application, the exhibitor agrees that his/her details may be collected, processed and used for the purposes of processing the event and for the purposes of advertising, market research or opinion polling – in compliance with the Data Protection Act in its currently valid version – and may be passed on to third parties in connection with same. The exhibitor grants his/her consent to this, provided no express objection has been made. He/she also undertakes to participate in electronic visitor recording and evaluation programmes and agrees that information about his/her participation may be disseminated via electronic media, including the internet.

3. Admission

3.1. The organiser shall decide on the admission of the exhibitor and the objects registered for display at the event, if necessary in consultation with the respective committees, by means of a written confirmation of admission. The contract shall come into force upon admission (cf. 02.01, sentence 3).

3.2. The organiser shall be entitled to exclude individual participants from participation for objectively justified reasons, in particular if the available space is insufficient, and to restrict the event to certain groups of participants if this is necessary to achieve the purpose of the event. He/she shall also be entitled to limit the number of exhibits registered and to alter the registered area. Admission shall only apply to the registered exhibits, the participants specified in the confirmation of admission and the space specified therein. Objects other than those registered and admitted may not be exhibited.

3.3. The registered exhibits must be under the unrestricted control of the participant and he/she must have any necessary official operating licences. Descriptions and brochures of the exhibits or services to be presented shall be submitted upon request.

4. Placement

4.1. The organiser shall be responsible for the placement of the exhibits, taking into account the theme and structure of the event and the available space. Placement preferences expressed in the application shall be taken into account as far as possible. The chronological order of receipt of the application shall not be the selection criterion for placement.

4.2. Admission shall be granted by written confirmation of participation by the organiser, stating the stand provided (stand confirmation). This shall constitute a legally binding participation contract between the exhibitor and the organiser, unless otherwise agreed in writing. If the content of the stand confirmation differs from the content of the exhibitor's application, the contract shall be concluded in accordance with the stand confirmation, unless the exhibitor objects in writing within two weeks.

5. Unauthorised transfer of stand area, co-exhibitors, additionally represented companies

5.1. The exhibitor shall not be permitted to swap his/her allocated stand area with that of another exhibitor, to transfer the stand area in part or in full, or to sublet the stand area to third parties without the consent of the organiser. In the event of a violation, the organiser shall be entitled to terminate the contract immediately for good cause in accordance with section 17.

5.2. If several exhibitors wish to rent a stand area together, they shall name in the application a joint exhibitor authorised by them, with whom the organiser alone need negotiate. If several exhibitors jointly rent a stand area, each of them shall be liable as joint and several debtor.

5.3. The exhibitor may only accept co-exhibitors or additionally represented companies (see 1.4) with the prior consent of the organiser. Third parties shall also be regarded as co-exhibitors or additionally represented companies if they have close economic or organisational ties with the applicant. All co-exhibitors or represented companies must already be named by the exhibitor in the application. Co-exhibitors or represented companies not named in the application may not exhibit in the exhibitor's stand area.

6. Fees, terms and conditions of payment, lessor's lien

6.1. The amount of the participation fee and the payment deadlines can be found in the Special Conditions for Participation. The payment deadlines must be observed. Prior and full payment of the invoice by the stipulated payment dates is a prerequisite for occupation of the allocated stand area and for the issue of the participant's passes. Any deviation from this regulation does not constitute a deferral. Objections to the invoice can be considered only if they are made in writing within fourteen days of receipt of the invoice. The organiser shall draw the exhibitor's attention to the significance of his/her actions when sending the invoice.

6.2. An additional AUMA service fee of €0.60 per square metre of stand area shall be charged for the services of the Association of the German Trade Fair Industry (AUMA), Littenstr. 9, D-10179 Berlin. This fee will be itemised separately on the invoice.

6.3. All invoice amounts are to be transferred in euros and without any deductions to one of the accounts specified in the invoice, stating the customer number and invoice number. If the exhibitor defaults on payment, the organiser shall be entitled to charge interest at the rate paid by the organiser for the use of corresponding credit, but at least eight percentage points above the respective base interest rate, as well as a fee of €300 for each additional reminder. The right to claim statutory interest on arrears (§ 353 of the German Commercial Code), further damage caused by default and other rights arising from these conditions of participation shall be reserved. The participant shall be entitled to prove to the organiser that the latter has not incurred any damage exceeding the statutory default interest rate as a result of the delay in payment.

6.4. If the participant culpably fails to meet his/her payment obligations on time, the organiser shall reserve the right to terminate the contract immediately for good cause in accordance with section 17 after setting a reasonable deadline, taking into account the circumstances and the remaining time.

6.5. If a participant fails to meet his/her payment obligations, the organiser shall be entitled to exercise his/her lessor's lien, to retain the exhibited objects and stand furnishings, and to have them auctioned off at the participant's expense, in each case after prior written notification, or, if the objects have a stock exchange or market price, to sell them on the open market.

7. Non-participation by the participant

7.1. Non-participation by the participant shall not release him/her from his/her contractual obligations. In particular, he/she shall remain obliged to pay the contractually owed fees. The organiser shall not be obliged to accept a replacement participant provided by the participant.

7.2. In the event of non-participation, the participation fee shall become due immediately if the due date was not already justified according to 6.1.

7.3. In order to ensure a coherent appearance of the trade fair/exhibition, the organiser shall be entitled to assign the stand area not used by the participant to another participant in the event of non-participation. The participant shall pay an administrative fee for the organiser's efforts to rent the stand area to someone else for a fee other than by exchanging it with the stand area of another participant (cf. 17.06). This shall also apply if the stand area is rented to a substitute exhibitor provided by the participant and approved by the organiser. If no interested party is found, the organiser shall be entitled to design the stand area at the expense of the participant. The participant shall not be released from payment of the participation fee even if the allocated stand area is rented to another party but the total area available for the trade fair/exhibition cannot be fully rented.

7.4 In the event of non-participation by a co-exhibitor, the obligation to pay the registration fee (cf. 1.4) shall remain in full.

8. Cancellation, postponement and change of duration of the event
8.1. The organiser shall be entitled to cancel, relocate or change the duration of the event for good cause or – if spatial conditions, police orders or other serious circumstances so require – to relocate, alter the dimensions of and/or restrict the stand area of the participant. A change of location or time or any other change shall become part of the contract upon notification of the participant. In this case, the participant shall be entitled to withdraw from the contract within fourteen days of receipt of the notification of change. Claims for damages against the organiser shall be excluded, unless the change is due to gross negligence or intent on the part of the organizer or his/her vicarious agents.

8.2. Cases of force majeure that prevent the organiser from fulfilling his/her obligations in whole or in part shall release the organiser from fulfilling this contract until the force majeure ceases to exist. The organiser shall notify the exhibitor of this immediately, unless the former is prevented from doing so by a case of force majeure. The impossibility of obtaining sufficient supplies of auxiliary materials, such as electricity, heating, etc., as well as strikes and lock-outs shall be regarded as force majeure, unless they are only of short duration or are the fault of the organiser. Insofar as the organiser has incurred costs for the preparation of the event in these cases, the participant shall be obliged to reimburse these costs.

8.3. Should the organiser be able to hold the event at a later date, the participant shall be notified of this. The participant shall be entitled to withdraw from the contract within fourteen days of receipt of this notification. In this case, claims for damages against the organiser shall be excluded, unless the postponement is due to gross negligence or intent on the part of the organiser or his vicarious agents.

8.4. If the organiser is responsible for the cancellation of the event, no participation fee shall be owed by the participant.

8.5. If the organiser must shorten an event that has already begun due to force majeure or other reasons for which he/she is not responsible, the exhibitor shall not be entitled to a full or partial refund or waiver of the participation fee.

9. Stand construction, equipment and design

9.1. All stand areas and other event areas shall be measured and marked by the organiser. In case of doubt, the organiser shall have the right of determination (§ 315 BGB).

9.2. The participant shall be obliged to set up a trade fair stand or exhibition stand on the rented stand area. The stand shall be adequately occupied in good time, at the latest 24 hours prior to the start of the event. If the participant does not move into the stand on time, the organiser shall be entitled to terminate the contract immediately for good cause in accordance with section 17.

9.3. Exhibited objects, standard equipment and/or other objects which were not mentioned in the application or which, due to their appearance, odour, poor cleanliness, noise or other characteristics, are unreasonably disruptive or a nuisance to the smooth running of the event or otherwise prove unsuitable, must be removed immediately at the request of the organiser. If such objects are not removed immediately, the organiser shall be entitled to have them removed at the participant's expense and to terminate the contract with immediate effect for good cause in accordance with section 17.

9.4. The design and equipment of the stand shall basically be left to the discretion of each participant. However, the design and equipment shall take into account the typical exhibition criteria of the event and all regulations of the organiser, in particular the Technical Guidelines, the Special Exhibiting Conditions and the Service Folder. The organiser may request the submission of customised designs and stand descriptions. The name or company and the address or registered office of the participant shall be made clearly visible by means of stand lettering. The organiser shall be informed of the companies commissioned with the tasks of design or construction.

9.5. The stand must be kept open and must be manned by competent personnel for the entire duration of the event during its specified opening hours as stated in the Special Exhibiting Conditions.

9.6. If the design and/or equipment of a stand does not meet the relevant requirements, the organiser may demand that the stand be brought into compliance with the relevant requirements or removed.

The costs for this shall be borne by the participant. If this request is not complied with immediately, the organiser shall be entitled to effect a change at the participant's expense or to terminate the contractual relationship with immediate effect for good cause in accordance with Section 17.

9.7. Setup must be completed at the latest by the end of the setup times specified in the Special Exhibiting Conditions. The participant shall be entitled neither to remove exhibits from the stand area nor to begin taking down the stand before the start of the takedown times specified in the Special Terms of Participation.

9.8. The organiser's approval shall be required if the specified height limits for the stands are to be exceeded. The same shall apply to the exhibition of particularly heavy exhibits for which foundations or special equipment are required.

9.9. The participant shall be solely responsible for clearing the stand area on time and restoring it to its original condition. All obligations assumed by the organiser shall end after the takedown period specified in the Special Exhibiting Conditions. The organiser shall not be held responsible for any goods still on the event site, including those sold to third parties during the event. The organiser shall be entitled to charge an appropriate storage fee for goods that have not been taken down and removed on time. The organiser shall also be entitled to have the removal and storage of goods carried out immediately by a suitable company at the expense and risk of the participant.

10. Advertising

10.1. Advertising of all kinds shall be permitted only within the exhibition stand for the participant's own company and only for the products which the participant manufactures or sells, provided that these have been registered and approved.

10.2. Loudspeaker advertising and other sound amplification measures, as well as slide, film, video or computer presentations or other measures involving not entirely insignificant audible emissions, shall require the written approval of the organiser. The same shall apply to the use of other equipment and installations intended to achieve an increased advertising effect visually and/or audibly, or if the resaturation of exhibits is noisy or a nuisance.

10.3. The organiser shall be entitled to stop unauthorised advertising without judicial or police assistance and to remove it himself/herself or to have it removed. The participant shall bear the costs of removing unauthorised advertising. Permits already granted may be restricted or revoked in the interest of maintaining orderly operation of the event if no other remedy is possible.

10.4. If recorded music is played, it shall be the responsibility of the participant to obtain the relevant performance permit and to pay the fees for this.

10.5. Carrying or driving advertising media around the event site, as well as the distribution of printed matter and samples outside the stand area, shall not be permitted.

10.6. Addressing and/or questioning visitors outside the stand area is strictly prohibited. In the event of a violation, the organiser shall be entitled to terminate the contract immediately for good cause in accordance with section 17.

10.7. Political advertising and/or political statements shall not be permitted unless the political statement is part of the framework of the event. In the case of political statements or political advertising that is likely to disturb the peace of the event or public order, the organiser shall be entitled, but not obliged, to demand that the objects in dispute be omitted and removed. If the exhibitor fails to comply with this demand, the organiser shall be entitled to terminate the contract immediately for good cause in accordance with section 17.

11. Direct sales

11.1. Direct sales shall not be permitted unless they are expressly permitted by the event-specific "Special Conditions of Participation". In the latter case, the items for sale shall be provided with clearly legible price labels in accordance with the Price Indication Ordinance.

11.2. The participant shall be responsible for obtaining and complying with trade and health permits.

12. Exhibitor passes

12.1. After full payment of the invoice amounts (cf. 06.), each exhibitor shall receive exhibitor passes for his/her stand, which entitle him/her to free admission (see Special Conditions of Participation). The number of exhibitor passes shall not be increased by the admission of additional participants. Additional exhibitor passes are available from the organiser at extra cost (see Special Conditions of Participation). Exhibitor passes are intended for stand personnel, are to be completed in accordance with the instructions on the pass and may not be passed on to third parties.

13. Security, cleaning, waste disposal

13.1. Stand security and supervision during the daily opening hours of the event shall generally be the responsibility of the participant, including during setup and takedown times. The organiser shall provide general supervision of the halls and the event site only outside the opening hours of the event. No services shall be provided for the care, custody or other safeguarding of participants' interests. Valuable, readily removable objects must be locked up by the participant at night. The participant shall use the security company appointed by the organiser for additional stand security at the participant's own expense.

13.2. The organiser shall ensure the general cleaning of the grounds and hall aisles. The participant shall be responsible for cleaning the stand/stand area, which must be completed daily before the opening of the event. The participant shall use the cleaning company appointed by the organiser to clean the stand. If the organiser uses his own cleaning staff, the staff's deployment shall be limited to one hour before and after the daily opening hours of the event.

13.3. In the interest of environmental protection and environmentally friendly exhibitions, the participant shall be obliged to reduce the volume of packaging and waste. This also applies to the use of brochures. If separate waste disposal systems are used, the participant shall participate in these systems and also bear any waste disposal costs incurred on a pro rata basis in accordance with the polluter-pays

principle. If the participant has left rubbish or other objects behind after clearing the stand area, the organiser shall be entitled to remove and destroy these at the participant's expense.

14. Photography and other image recording

14.1. Only persons authorised by the organiser and in possession of a valid pass issued by the organiser shall be permitted to record images of any kind within the event area, especially photographs and film/video recordings. Stand photographs to be taken outside the daily opening hours and requiring special lighting shall require the approval of the organiser. The costs incurred shall be borne by the participant, insofar as they are not borne by the photographer.

14.2. The organiser and – with the approval of the organiser – representatives of the press and television shall be entitled to have photographs, drawings, and film and video recordings made of the event, the exhibition buildings and stands and the exhibits, and to use these free of charge for advertising or press publications.

15. Commercial property rights

15.1. The participant shall be responsible for securing copyrights or other commercial property rights to the exhibits. A six-month protection from the beginning of an event on the basis of the Act on the Protection of Designs and Exhibitions of 18 March 1904 (RGBl p. 141) and the Trademark Law Reform Act of 25 October 1994 (Federal Law Gazette 1, p. 3082) shall come into effect only if the Federal Minister of Justice has published a corresponding announcement in the Federal Law Gazette for a specific exhibition (exhibition protection).

15.2. Each participant shall be obliged to observe the commercial property rights of the other participants and to refrain from infringements. In the event of proven infringements of commercial property rights for which the participant is responsible, the organiser shall be entitled to terminate the contract immediately for good cause in accordance with section 17.

16. Domiciliary rights

16.1. The participant shall be subject to the organiser's domiciliary rights on the entire premises during the event. The instructions of the organiser's employees, who shall identify themselves by means of a badge, shall be obeyed. The duration of stay for participants, their employees or representatives shall be limited to one hour before and after the daily opening times of the event. Stands of other participants may not be entered outside the daily opening hours without the permission of the stand's holder.

17. Breaches of duty by the participant, right of termination, contractual penalty

17.1. Culpable violations of the participant's obligations arising from the contractual relationship or of the instructions issued within the framework of the house rules shall entitle the organiser to terminate the contractual relationship for good cause with immediate effect if the violation does not cease immediately upon request. Good cause for terminating the contractual relationship with immediate effect shall be deemed to exist in particular if the participant violates the obligations stipulated in sections 5.1, 6.4, 9.2, 9.3, 9.6, 10.6, 10.7 and 15.2.

17.2. In the event of termination for good cause, the organiser shall be entitled to close the participant's stand immediately and demand that the participant take down the stand and vacate the stand area without delay.

17.3. If the participant defaults on taking down the stand or clearing the stand area, the organiser shall be entitled to take down the stand and/or clear the stand area himself/herself or to have it cleared by a third party at the participant's expense.

17.4. In the event that the stand area is not rented out or is rented out only in exchange for the stand area of another exhibitor, the participant shall remain liable for the payment of the participation fee owed as minimum compensation for the remaining duration of the event.

17.5. If no replacement participant can be found for the stand area of the terminated participant, the organiser shall be entitled to design the stand area at the expense of the participant in order to ensure a coherent appearance of the event.

17.6. The participant shall pay a flat-rate administrative fee of 25% net of the participation fee (but no less than €400.00 plus the legally valid value added tax) for the organiser's efforts to rent out the stand area for a fee (other than by exchange).

17.7. The organiser shall be entitled to demand a contractual penalty from the participant, to be determined by the organiser at his/her own discretion in each individual case and to be reviewed by the competent regional court in the event of a dispute, amounting to a maximum of €10,000.00 if the participant culpably fails to fulfil his/her obligations arising from

- 5.1: Unauthorised transfer of stand area

- 6.1: Advance performance obligation

- 9.2: Setup of the stand

- 9.3: Failure to remove disturbing objects

- 9.6: Stand design/equipment

- 9.9: Clearance on time

- 10.6: Unauthorised addressing/questioning

- 10.7: Refraining from political advertising

- 13.2: Failure to clean

- 15.2: Infringement of property rights.

If the organiser is also entitled to damages due to the culpable breach of duty, the contractual penalty shall be offset against the claim for damages.

18. Liability and insurance

18.1. In the event of gross negligence, the organiser shall be liable only for the fault of his/her legal representatives and executive staff, unless there has been a breach of essential contractual obligations (cardinal obligations) or injury to life, body or health.

18.2. The organiser shall be liable for slight negligence only in the event of a breach of essential contractual obligations or injury to life, body or health.

18.3. The organiser shall be liable, irrespective of the legal grounds, only for foreseeable damage that can typically be expected to occur.

18.4. Insofar as the organiser is liable for slight negligence, liability shall be limited to €10,000.

18.5. The organiser's liability regardless of fault for existing defects in accordance with § 536a, section 1 BGB (e.g. stand equipment) and any consequential damage suffered by the participant shall be excluded.

18.6. Damage shall be reported to the police and the organiser in writing without delay. In the event of damage, the organiser shall pay compensation only to the amount of the current market value on presentation of written proof of the acquisition costs.

18.7. Compensation for damage shall be excluded if a late report of damage caused by the participant leads to the organiser's insurance company refusing to assume the damage.

18.8. The participant shall be liable to the organiser for damage for which the former is responsible, irrespective of whether it is caused by the participant, his/her employees, agents, exhibited objects or utilised equipment. In the case of lump-sum compensation claims, the organiser shall retain the right to prove to the participant that the organiser has suffered greater damages. The participant shall be entitled to prove to the organiser that the damage did not occur or that its cost is significantly less than the amount specified in the lump sum.

18.9. Insofar as the participant is an organiser within the meaning of the Model Ordinance on Places of Assembly (MVStättVO), according to the respective applicable state ordinance on places of assembly, he/she shall be responsible in accordance with the MVStättVO, in particular in accordance with section 38 subsections 1, 2 and 4 of the MVStättVO or the relevant provisions of the respective state ordinance on places of assembly. In this case, the participant shall be obliged to indemnify the organiser and the latter's vicarious agents against any recourse, claims and fines on the basis of their operator liability pursuant to section 38 subsection 5 of the MVStättVO and the relevant provisions of the respective state venue regulations. The regulations under 18.1 shall remain unaffected.

18.10. The organiser shall not bear any insurance risk for the participant. The participant shall be expressly informed of the responsibility to take out his/her own insurance. Participants shall have the option of obtaining comprehensive insurance coverage on the basis of framework agreements concluded by the organiser. Further details shall be provided in the registration documents.

19. Severability clause, limitation period, right of retention

19.1. Should any provision of these General Participation Guidelines be or become invalid or unenforceable, this shall not affect the validity of the General Participation Guidelines. In such a case, the parties undertake to agree on a valid and enforceable provision which corresponds as far as possible to the purpose of the provision to be replaced within the meaning of the General Participation Guidelines. The same shall apply to any gaps in the General Participation Guidelines.

19.2. The period of limitation for claims against the organiser shall be one year, unless the organiser has justified the claims with gross negligence or intent or the claims are subject to a statutory period of limitation of more than three years.

19.3. The participant shall be entitled to offset claims against the organiser only if the participant's counterclaims have been legally established, are undisputed or have been acknowledged by the organiser. The same shall apply to rights of retention if the exhibitor is a merchant, a legal entity under public law or a special fund under public law. If the participant does not belong to this group of persons, he/she shall be entitled to exercise a right of retention insofar as his/her counterclaim is based on the same contractual relationship.

20. Priority

20.1. The legal relationship between the parties shall be governed solely by the German text of the contractual terms and conditions. The original German text is legally binding.

21. Place of performance, place of jurisdiction, applicable law

21.1. The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the organiser, his/her employees, vicarious agents or assistants on the one hand and to the participant or his/her employees, vicarious agents or assistants on the other hand.

21.2. The place of performance and jurisdiction (also for actions on cheques and bills of exchange) for both parties shall be the organiser's registered office, provided the participant is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany. However, the organiser shall reserve the right to take legal action at the general place of jurisdiction of the participant. The original German text, on which this English translation is based, shall be legally binding.