

17

Contact person

Company

Street, No.

Country, postcode, city

E-Mail

Phone number

Stand No.

BGV Partner Number
(if available)

1

Application for exhibition and personal liability insurance (please place a cross by the type of insurance and sum required). The insurance applies only to domestic exhibitors. Foreign exhibitors are requested to contact the Exhibition Management directly! The invoice will be issued by the Exhibition Management in this case

Exhibition stand and furnishings – type of goods exhibited:

The German Insurance Contract Law requires that all necessary documents are handed out to the policyholder prior to conclusion of contract. Unfortunately, this is not feasible to the extent legally prescribed. Please send us your request to forward the Terms and Conditions. The applicant confirms with his signature that he has received all necessary documents, either as a hard copy, on data carriers, or by e mail.

With his signature, the applicant renounces his claim on the obligatory consultancy and documentation services which are to be provided according to the EU insurance mediation directive. In this regard, we point out that such behaviour might prove disadvantageous to the possibility of asserting a claim for damages against the insurance intermediary failing to fulfil his consultancy and documentation service duties.

Please pay attention to the attached documents.

<i>Amount of insurance required (goods and stand)</i>	<i>Premium (€) incl. insurance tax</i>	
to 17.500,00 €	85,70	
to 25.000,00 €	107,10	
to 37.500,00 €	139,90	
to 50.000,00 €	160,70	
to 75.000,00 €	206,50	
to 100.000,00 €	248,50	

Only necessary if the company's current liability insurance policy does not cover the risks involved in taking part in an exhibition!

2.000.000,00 € for damage to persons
1.000.000,00 € for damage to goods

The total obligation of the insurer for all occurrences of damage is limited to double the amount. Decisive for insurance cover are the General Conditions of Insurance for personal liability insurance and the special conditions and descriptions of risks.

Per exhibition stand
incl. insurance tax

60.00 €

Special premiums and contract conditions apply to exhibitors of animals. These are available on request.

Tel. +49 761 3881- 02
info@plaza-culinaria.de
www.plaza-culinaria.de

Exhibition insurance

17

Deadline: October 13th 2023

Form of payment

Automatic debit transfer system (only inland) yes* ☐ no ☐

*new bank account (please add separate SEPA Direct Debit Mandate)

For this contract use following bank account:

BIC:

IBAN: DE

Name and address of debtor (unless claimant):

Note: This application serves as the insurance policy. However, the insured is only covered after payment of the entire premium has been received by the insurer.

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Die FWTM GmbH & Co. KG haftet bekanntlich nicht für Schäden an Ausstellungsgütern, Stand und Einrichtung. Sie kann auch nicht das Haftpflichtrisiko der Aussteller übernehmen und ist selbst nur als Veranstalterin der Ausstellung versichert. Wir empfehlen deshalb den Abschluss einer Ausstellungs- und Haftpflichtversicherung bei der BGV Exhibition insurance AG.

SEPA Direct Debit Mandate for recurrent payments

Creditor's name and address

BGV-Exhibition insurance AG
Durlacher Allee 56
D 76131 Karlsruhe

Creditor identifier: DE76BAG00000122858

Mandate reference: (to be completed by BGV Versicherung AG):

BGV

Partner number of account holder: (if known)

P

Name of account holder (please give your full name):

Street name and number:

Postal code and city:

Bank Account:

IBAN: DE

Swift BIC:

Name of credit institution or bank:

By signing this mandate form, you authorise BGV Versicherung AG to send instructions to your bank to debit your account and your bank to debit your account in accordance with the instructions from BGV Versicherung AG.

This mandate is valid for all existing and future contracts with insurance companies of the BGV Group where I want to pay via Direct Debit Scheme from my bank account above mentioned.

The SEPA Core Direct Debit Scheme is to be announced to me/us no later than 5 calendar days in advance specifying the further due rates.

Note:

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited.

Date and Place

Stamp and Signature

Plaza Culinaria

Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG
Messe Freiburg
Neuer Messplatz 1
79108 Freiburg im Breisgau

Tel. +49 761 3881- 02
info@plaza-culinaria.de
www.plaza-culinaria.de

Messe Freiburg

Management
Marketing
FWTM
FREIBURG

Exhibition insurance

17

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Coverage provided by A (exhibition insurance)

1. The general conditions for the exhibition insurance 2014 (AVB Exhibition 2014, Parts A to D) are decisive for the insurance for the return transport and the stay of the insured items on the exhibition grounds. The conditions will be delivered on request.

2. Extract from the General Conditions of Insurance

Coverage is provided for damage and losses caused by: accidents to the means of conveyance carrying the goods insured, fire, lightning, explosion, force majeure, theft, disappearance, robbery, effects of the weather, breakage, bending and denting, provided no alternative agreement has been made in accordance with point 3 points to note.

3. Points to note

- a) In order to guarantee insurance cover, it is necessary for a representative to be present at the stand at all times, and that the area is locked, guarded or otherwise protected against break in outside visiting hours
- b) In each incident of damage, the insured has to bear the first € 125.00 of the loss incurred.
- c) If the goods exhibited are sold and handed over to the purchaser during the exhibition, they will not be covered in the event of loss resulting from theft or disappearance.
- d) Objects exhibited outdoors are not insured against theft, disappearance and effects of the weather. If the goods are exhibited in tents, damage resulting from the effects of the weather except storms and damage resulting from storms – are excluded

4. Obligations

All damage should immediately be reported to the insurer.
Damage resulting from fire and theft should be reported to the relevant police station at the same time. If the obligations listed above are not fulfilled, loss of cover may result

5. Exhibition stand and furnishings

- a) The insurance policy also applies to the exhibition stand including furnishings and any objects made of glass, porcelain, stoneware, etc. which constitute part of the furnishings, provided the sum insured is adequate. The insurance company's replacement policy for objects made of glass, porcelain, etc. is restricted to 10% of the sum insured. Such goods can be insured to a proportionally higher value on payment of a surcharge
- b) Flowers and plants which constitute part of the stand furnishings are not insured

6. Exclusion clause

Biochemistry and nuclear energy

Coverage provided by B (personal liability insurance)

Insurance cover is granted according to the regulations set down by the General Insurance Conditions for personal liability insurance. The personal liability of persons employed at the exhibition by the party insured is also covered.

Regardless of the exclusions laid down in the General Insurance Conditions for Personal Liability Insurance, personal liability claims resulting from the following are not covered damage, destruction and disappearance of the objects and animals exhibited and given up for safekeeping.

Damage of all kinds to the property of the persons taking part; The operation, driving and steering of motor vehicles and vehicles used in air and water transport. The insurance cover only exists in subsidiary form, e.g. for the exhibitor inasmuch as the liability insurance of his/her company does not cover this risk.

General note:

The insurer will immediately send each applicant a premium invoice relating to the insurance applied for.

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17

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Important duties of disclosure:

Cautionary information concerning the legal consequences of non compliance with the pre contractual duty of disclosure (Notification according to section 19, paragraph 5 VVG [Insurance Contract Law])

Dear Applicant,

In order to enable us to process your insurance policy, you must answer the questions put to you truthfully and in full. You should also mention circumstances to which you may attach only minor importance. Any statements you do not wish to make to the insurance broker in person should be sent in writing promptly and without delay to Badische Gemeinde Versicherungs Verband, Badische Allgemeine Versicherung AG or Badische Rechtsschutzversicherung AG, Durlacher Allee 56, 76131 Karlsruhe, postal address 76116 Karlsruhe. Please note that you will jeopardise your insurance cover if the information you supply is incorrect or incomplete. Further information on the consequences of non compliance with the duty of disclosure is provided in the following.

What are the pre contractual duties of disclosure?

Before submitting your contractual declaration, you are obliged to disclose truthfully and in full any and all risk related circumstances which we have asked for in written form. It is also your duty to provide such information if we request in writing that you supply information on risk related circumstances after having received your contractual declaration, but before agreeing to issue the policy.

What are the possible consequences of non compliance with a precontractual duty of disclosure?

1. Cancellation and loss of insurance coverage

If you fail to comply with the pre contractual duty of disclosure, we are entitled to cancel the policy. This is not the case if you can prove that non compliance was neither deliberate nor due to gross negligence. In the case of non compliance with the duty of disclosure as a result of gross negligence, we are not entitled to cancel the policy if we would have issued it in full knowledge of the circumstances which were not disclosed, albeit on different terms.

Cancellation of a policy means that insurance cover can no longer be provided. If we decide to cancel a policy after an insurance claim has been made, we are still liable to pay the claim if you are able to prove that the circumstances that were either not declared at all or were described incorrectly were neither of direct consequence:

- for the occurrence leading to or the establishment of the claim
- nor for the determination or the extent of our obligation to provide indemnification.

However, our obligation to provide indemnification no longer applies if you are guilty of deceit with regard to non compliance with the duty of disclosure. In the event of cancellation we are entitled to retain that proportion of the premium that corresponds to the duration of the policy until the time when the termination of the policy takes effect.

2. Termination of the contract

If we are unable to withdraw from the contract because your non compliance with the pre contractual duty of disclosure was merely due to negligence or inadvertence, we are entitled to terminate the policy with one month's notice. This right to terminate the contract

is excluded in such cases in which we would have been prepared to issue the policy, though perhaps on different terms, even if we had been aware of the undisclosed circumstances.

3. Alteration of the contract

If we are unable to cancel the contract because we would have been prepared to issue the policy even had we been aware of the undisclosed risks, though perhaps on different terms, the modified terms shall become part of the contract at our request. If your non compliance with the duty of disclosure was not intentional, the modified terms will only become part of the contract in the current insurance period. If such contract modification should cause the premium to increase by more than 10%, or if we exclude insurance cover for the circumstances that were not disclosed, you have the right to terminate the contract immediately within one month after receiving notification of the modified terms. In such case, we will call your attention to this fact in our letter.

4. Exercising our rights

Should we wish to exercise our rights with regard to cancellation, termination or modification of the contract, these must be asserted in writing and within one month from the date on which we become aware of the non compliance with the duty of disclosure on which the assertion of such right is based. When asserting such rights, we are obliged to state the circumstances on which we base our assertion. In substantiation we may subsequently adduce other circumstances if these are not covered for the period referred to in sentence one.

We are not entitled to assert our rights with regard to cancellation, termination or modification of the contract if we had prior knowledge of the undisclosed risk or of the incorrect nature of the disclosure. Our rights with regard to cancellation, termination or modification of the contract lapse after a period of five years following the issuance of the policy. This does not apply in the case of insured events occurring before this period has expired. A period of ten years applies if you have deliberately or deceitfully failed to comply with the duty of disclosure.

5. Representation by a third party

If you choose to be represented by a third party when the contract is concluded, it will be necessary to consider personal knowledge and possible deceitfulness both on your part and on the part of your representative with regard to the duty of disclosure, cancellation, termination of contract, contract modification and the period in which we are entitled to assert our rights. You can only plead that your failure to comply with the duty of disclosure was neither deliberate nor the result of gross negligence if neither you nor your representative can be deemed to have done so deliberately or as being guilty of gross negligence.

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17

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Notification according to section 28, paragraph 4 VVG [Insurance Contract Law] on the consequences of non compliance with conditions subsequent to the policy

Dear Applicant, In the case that an insurance claim is made, we need your help and cooperation.

1. Obligation to inform and obligation of full disclosure

On the basis of our contractual agreements with you, if an insurance claim is made we are entitled to request that you provide us with any and all information that may be necessary to determine the validity of a particular insurance claim or the extent of our obligation to provide indemnification (obligation to inform), and enable us to verify our obligation to provide indemnification by disclosing everything that might help establish the facts of the case (obligation of full disclosure). We are also entitled to request that you place certain documents at our disposal insofar as this remains within reasonable limits.

2. Non-payment of claim

Should you, contrary to the provisions of this contract, deliberately fail to provide us with information at all or provide incorrect information, or if you deliberately withhold the documents we have requested, you are not entitled to indemnification. If you are found guilty of gross negligence with regard to non compliance with these obligations, you will not lose your entitlement completely, though we may deduct a proportion of our payment commensurate with the gravity of your negligence.

There will be no such deduction if you can prove that your non compliance with the obligation was not due to gross negligence. Even in the case that you fail to comply with your obligation to inform, obligation of full disclosure, or obligation to place certain documents at our disposal, we are nevertheless obliged to provide indemnification if you can prove that such deliberate or grossly negligent non compliance with your obligations was neither of direct consequence for the establishment of the claim nor for the determination or the extent of our obligation to provide indemnification.

If your failure to comply with your obligation to inform, to full disclosure or to make certain documents available was the result of deceit, we are in each and every case absolved of our duty to provide indemnification.

3. Please note

If the entitlement to indemnification does not apply to you, but to a third party instead, then the obligation to inform, to full disclosure, and to supply any documents requested applies to this third party as well.