

# Special Participation Conditions



spoga+gafa 2024  
The garden trade fair  
16. - 18.06.2024

## 1 Organiser, event, venue and dates, visitor admission

### 1.1 Title

The spoga+gafa 2024 is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

The event will be held at the Cologne Exhibition Centre from Sunday, 16 June 2024 to Tuesday, 18 June 2024.

### 1.2 Opening hours

For visitors:

Sunday, 16 June 2024 – from 9:00 a.m. to 6:00 p.m.

Monday, 17 June 2024 – from 9:00 a.m. to 6:00 p.m.

Tuesday, 18 June 2024 – from 9:00 a.m. to 5:00 p.m.

For exhibitors:

Sunday, 16 June 2024 – from 8:00 a.m. to 7:00 p.m.

Monday, 17 June 2024 – from 8:00 a.m. to 7:00 p.m.

Tuesday, 18 June 2024 – from 8:00 a.m. to 6:00 p.m.

### 1.3 Build up and dismantling

#### 1.3.1 Build up

##### Build up period in the halls 3 - 11

Monday, 10 June 2024 06:00 a.m. - midnight

Tuesday, 11 June 2024 -

Friday, 14 June 2024 midnight - midnight

Saturday, 15 June 2024 midnight - 06:00 p.m.

##### Build up period in the outdoor area hall 6/7 + hall 7/8:

Saturday, 15 June 2024 from 4:00 p.m.

Build up in the halls should be completed **on 15 June 2024 by 6.00 p.m. at the latest**. The aisles must be completely cleared by this time.

#### 1.3.2 Dismantling

**Dismantling of the exhibition stand and the goods presentation in the halls may not begin before the end of the event at 5:00 p.m. on Tuesday, 18 June 2024. Admission for dismantling personnel from: 5:00 p.m. Trucks will be permitted to enter from: 8:00 p.m. Dismantling of all stands and exhibits in the halls must be finished by 6:00 p.m. on Thursday, 20 June 2024.**

**Dismantling of all stands in the outdoor area hall 6/7 and 7/8 must take place on Tuesday, 18 June 2024 from 4:00 p.m. to 7:00 p.m.**

The dismantling times are compulsory and must be adhered to. All stands and exhibits must be completely dismantled by 06:00 p.m. on Thursday, 20 June 2024. Moreover, all of the stand construction materials and other objects must have been completely removed from the halls and the outdoor area by these deadlines. Koelnmesse will remove and destroy all materials and objects that remain in the halls or the outdoor area after these deadlines and do so at the respective exhibitor's risk and expense. Koelnmesse will only store such objects in exceptional cases, provided the items left at the exhibition centre are obviously valuable. Koelnmesse's further claims remain unaffected. Claims of whatever kind against Koelnmesse, and in particular claims for damages, are excluded in such cases. The exhibitor is liable to Koelnmesse for any damages arising as a result of failure to observe these provisions. Should claims be made against Koelnmesse as a result of failure to observe these provisions the exhibitor exempts Koelnmesse from all such claims. Koelnmesse is entitled to demand payment of a security in the amount of EUR 5,000.00 to be refunded after the correct and timely return of the area; there is no entitlement to payment of interest. This security is to guarantee claims arising from the contractual relationship, in particular regarding the timely clearing of the stand area. Furthermore, late clearing of the stand area is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to EUR 2,500.00 (depending on the severity of the violation) for each such violation and / or to exclude the

exhibitor from subsequent events.

### 1.4 Visitor admission

spoga+gafa 2024 is a b2b fair. Only trade visitors are admitted.

## 2 Eligibility to participate

### 2.1 Exhibitors

Only producers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at spoga+gafa 2024. Such producers must exhibit products that correspond to the focus of the event (see the List of product group entries). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company. You can exhibit for the companies you represent as a trade representative, sales company, association and importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits.

Koelnmesse also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand.

Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter.

All exhibited products and services must correspond to the focus of the event. See the List of product group entries. The products must be new ex-works. Products and services that do not correspond to the List of product group entries and used products may not be exhibited or offered.

### 2.2 Co-exhibitors

The participation of co-exhibitors at spoga+gafa 2024 is possible. A special application and acceptance by the organizer are required for the use of the stand area by a co-exhibitor (see Item V of the General Participation Conditions). A co-exhibitor must meet the following conditions to use a stand area: No more than 2 co-exhibitors can be applied for. Enabling a co-exhibitor to participate on the stand area without first obtaining the approval of Koelnmesse is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to EUR 5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events. The stipulations of Item V of the General Participation Conditions are not affected.

### 2.3 Group participation

The participation of group participants in the spoga+gafa is possible. A special application and approval by the group organizer is required for the use of the stand area by a group participant (see Item V, General Participation Conditions). Group organizers may only register companies as group participants and admit them to their stand area if they have their registered office in the same country as the group organizer or in a country bordering on the group organizer's country. The admission by the group organizer on its stand area of a company that does not have its registered office in the same country as the group organizer or in a country bordering on the group organizer's country constitutes a serious violation of these Conditions of Participation. Koelnmesse is entitled to impose a fine of up to EUR 5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the group organizer from subsequent events. The stipulations of Item V of the General Participation Conditions are not affected.

### 3 Participation costs and other fees

#### 3.1 Participation fee (per m<sup>2</sup> floor area):

##### Application until 31.08.2023\*:

up to 250 m <sup>2</sup>	EUR 220.00 for each m <sup>2</sup>
from the 251st m <sup>2</sup>	EUR 214.00 for each additional m <sup>2</sup>
from the 501st m <sup>2</sup>	EUR 209.00 for each additional m <sup>2</sup>

##### Application from 01.09.2023\*: EUR 245.00 for each m<sup>2</sup>

##### \* Date of receipt by Koelnmesse

The prices of the quantity scale do not apply to group organisers.

Separate conditions are valid for the area "garden unique" of spoga+gafa.

The participation fee do not include the provision of stand partition walls or other special construction elements.

The participation fee will be calculated according to the exact dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not constitute grounds for a reduction of the participation fee.

For two-storey trade fair stands, the actual area allotted in the second storey after the technical inspection has been carried out is invoiced at 50 per cent of the participation price per m<sup>2</sup> of floor area.

#### 3.2 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e. V. — AUMA) charges you a fee of EUR 0.60 per m<sup>2</sup> of exhibition space for representing your interests.

Koelnmesse will calculate and collect the fees in the name of, and on the account of, AUMA.

More detailed information is available at [www.auma-messen.de](http://www.auma-messen.de).

#### 3.3 Energy costs

Exhibitors will be charged a proportional flat-rate energy fee of EUR 21.00 per m<sup>2</sup> of occupied stand area.

#### 3.4 Down payment for services

Koelnmesse shall be entitled to charge a reasonable down payment for the services used for the event in question – e.g. electrical and water connections, stand cleaning, etc. The down payment for services shall be assessed on the basis of the services charged for the previous event. The down payment for exhibitors who have not participated in the previous event shall total Euro 13.50 per m<sup>2</sup> – plus the costs for the obligatory media services (Marketing Package); see Item 7.2, Special Participation Conditions.

Once the event has ended, a separate final invoice for services will be issued; the down payment will be applied towards this amount. The invoice shall fall due for payment immediately following receipt. If the amount of the down payment should exceed the fees actually incurred for services, the amount by which the down payment exceeds actual charges shall be refunded to the exhibitor. The exhibitor shall have no claim to payment of interest on the down payment.

#### 3.5 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Participation Conditions/Item 2.2 of these conditions), a co-exhibitor fee of EUR 430.00 per company will be charged. The price of inclusion in the Marketing Package is not included in this fee (see Item 7.2, Special Participation Conditions). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

#### 3.6 Media services

Use of the media services described in Item 7.1 shall be obligatory and is subject to a charge (see Item 7.2, Special Participation Conditions).

#### 3.7 Value added tax

All prices given are net prices. The statutory VAT will be charged separately where applicable.

##### 3.7.1 Value added tax Identification number

As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service – a so-called event service – in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the application form in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers.

##### 3.7.2 VAT refund

If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further details are available on the Internet at: [www.bzst.bund.de](http://www.bzst.bund.de).

#### 3.8 Costs in the event of non-participation

##### 3.8.1 After receipt of acceptance/stand area confirmation

You cannot normally withdraw from the contract after you have received the admission / stand area confirmation. The regulations contained in Item II of the General Participation Conditions apply. In the event of non-participation, companies that have registered for a trade fair must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation costs.

##### 3.8.1.1 Stand construction by Koelnmesse - Complete stands

If you have ordered a complete stand – comprising the stand area and the stand construction – from Koelnmesse, you may cancel the stand construction order only if you do so no later than six weeks before the build up period officially begins. The date on which Koelnmesse receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse is entitled to charge a flat-rate fee for the costs incurred. These costs amount to 30% of the agreed fee in the event of a cancellation within 4 - 6 weeks prior to the start of build up, 50% of the agreed fee in the event of a cancellation within 2 - 4 weeks prior to the start of construction, and 100% of the agreed fee in the event of a cancellation at a later time or during the build up of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

##### 3.8.1.2 Stand construction by Koelnmesse – Individual stands and turnkey system stands

In a case where the stand construction has been ordered independently of the application of a stand area, the provisions of Koelnmesse Group's General Terms and Conditions for services and Koelnmesse Group's Special Terms and Conditions for stand construction services apply. You can download Koelnmesse Group's General Terms and Conditions for services from the event's website or from the service shop of the event.

**3.8.2** You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the amount charged.

## 4 Stand sizes and construction

### 4.1 Stand size

The minimum stand size is 12 m<sup>2</sup>.

Please note that hall pillars and other fixed construction elements may be present in the rented stand area. A solid demarcation of stand space from the neighbouring stands is mandatory. In the event that a stand construction system belonging to the exhibitor or rented from Koelnmesse is not used, non-transparent stand partition walls (back and side walls) 2.5 m in height are required. It is not permitted to use roll-ups and poster displays for stand demarcation. The cost of these stand partition walls is not included in the cost of the stand rental. Every exhibitor can order the required back and side walls for his stand from the Koelnmesse Service Shop (<https://service.spogagafa.com/serviceshop/login>). Should no wall elements be ordered by the exhibitor but his stand space is surrounded by wall elements of the neighbouring stand or by wall elements already in place, the exhibitor will receive an invoice for these wall elements in accordance with the conditions specified in the Koelnmesse Service Shop.

### 4.2 Responsibility

The construction, design and operation of the stand must adhere to all regulations that are valid in Germany (including the regulations of the Sonderbauverordnung, the Arbeitsschutzgesetz (industrial safety law), the industrial safety regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the build up, dismantling, design and operation of the stand. The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise build up personnel and other persons working on their behalf to ensure that they adhere to the regulations. The stipulations of the General Participation Conditions and the Technical Guidelines are not affected.

### 4.3 Overall height

The maximum permissible superstructure height is set at 4.5 m in the halls and 3 m in the boulevard and passages, insofar as this is permitted by the hall ceiling and any fixed structures that may be present. For single-storey stand structures that do not exceed the permissible height, it is not necessary to submit drawings for approval if the technical guidelines are observed in the design and construction of the stand. All other stand structures and constructions are subject to approval, in particular if the stand is to contain special superstructures or meeting cabins are provided or static calculations are required. The application for approval of the plans for the trade fair stand must be submitted to Koelnmesse in good time, but at least 6 weeks before the start of construction, via our digital platform Delegatis. These verifiable documents consist of floor plans, views and structural section with all dimensions and - if required - a static calculation; as well as corresponding certificates.

### 4.4 Notice of approval

Stand build up may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/ arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to issue the notice of approval. You have been informed of the fact that in exceptional cases – at your request and on your account – the stand construction documents must be submitted to the responsible authorities for scrutiny. Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be responded to immediately. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

### 4.5 Form of stand

The following terms are used for the stand forms:

Terrace stand:	one side open
Corner stand:	two sides open
Two corner stand:	three sides open
Island stand:	four sides open.

Deviations from the requested stand shape do not entitle an objection to be made under Item II of the General Participation Conditions.

### 4.6 Construction and design of the stands

The stand must be constructed to comply with the form of the stand confirmed. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question. The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space. Banners and company signs are not permitted to encroach into the aisles. Koelnmesse also offers a completely outfitted turnkey stand system. Further regulations, particularly regulations pertaining to stand construction and stand safety, can be found in the Technical Guidelines.

Orders can be placed using the stand construction configurator: <https://koelnmesse.mystand-configurator.de/>.

## 5 Exhibitor and Construction passes

### 5.1 Exhibitor passes

As an exhibitor, you will receive free of charge, valid for the period from the first set-up day until the last day of dismantling,

- 3 passes for a stand up to 20 m<sup>2</sup> in size,
- 1 additional pass for each additional 10 m<sup>2</sup> or part thereof up to a stand size of 100 m<sup>2</sup>
- 1 additional pass for each additional 20 m<sup>2</sup> or part thereof over 100 m<sup>2</sup> in size.

The codes for the passes must be ordered by the exhibitor in the Service Shop. They must be redeemed online via the event's Ticket Shop. The passes and tickets can be used via the app of the respective event. In the app, registration must be made with the same data as in the Ticket Shop. Additionally required chargeable codes are also ordered in the Service Shop. In the final invoice, the free quota will be offset against the codes used for access. If the number of codes ordered by you and used for access exceeds your free quota, you will be charged for these codes.

### 5.2 Construction passes

You will also receive free codes for entering the exhibition grounds for persons working on your behalf or for your account in connection with stand construction and dismantling. These passes, issued by means of these codes, are valid only until the start of the event or after its conclusion during the construction or dismantling days, but do not entitle the holder to enter the premises during the event.

These codes are ordered in the Service Shop.

### 5.3 Transfer of passes forbidden

Transferring a pass to a third party — whether sold or given free of charge — is not permitted and represents a severe violation of the Conditions of Participation, as stipulated by Item VI, General Participation Conditions.

## 6 Rules on selling

**In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag.**

This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to

immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

## 7 Media Services (Marketing Package)

### 7.1 Scope of obligatory media services

Koelnmesse issues official trade fair media to accompany this event.

**The components of these media for main exhibitor, group organiser and group participant are as follows:**

- Entry in the alphabetical list of exhibitors in the fair catalogue (visitor guide), in the fair app and additional online trade fair media
- Display of the logo in the alphabetical list of exhibitors in the fair app and additional online trade fair media
- Unlimited number of product group entries in the fair app and additional online trade fair media
- Unlimited number of trademark entries basic in the fair app and additional online trade fair media
- product entry premium 50 in the fair app and additional online trade fair media incl. product photo and product description
- Set-up and provision of an online press compartment incl. a company profile, a company logo, three press releases (English, German) with five images each and two PDF documents each
- Networking participation incl. scheduling tool
- Integrated Leadtracking
- Provision of unlimited number of ticket codes requiring registration

**The components of these media for co-exhibitor are as follows:**

- Entry in the alphabetical list of exhibitors in the fair catalogue (visitor guide), in the fair app and additional online trade fair media
- Unlimited number of product groups in the fair app and additional online trade fair media
- Networking participation incl. scheduling tool

### 7.2 Costs for the obligatory media services (Marketing Package)

Use of the media services listed under Item 7.1 is mandatory for all represented companies and co-exhibitors and costs:

EUR 1,600.00 per main exhibitor, group organiser and group participant  
EUR 350.00 per co-exhibitor

Our official contractual partners will provide you with all order information and documents for the media services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

If an exhibitor still has not submitted an order to the official contractual partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on the respective registration.

Where possible, registrations and orders received later will also be included in the official fair media. If Koelnmesse receives orders and registrations later than the editorial and advertising deadline, Koelnmesse shall accept no guarantee for provision of any media services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media or claims for damages.

### 7.3 Special data protection provisions for Leadtracking

Trade fair visitors can voluntarily register. Koelnmesse GmbH forwards the personal data from registered visitors to third parties only if the visitors first agree to have their data used in this way. Consent to data transmission is given when a visitor actively consents to a networking request of an exhibitor through the trade fair app or via scanning of the QR-code on the badge (e. g. at the stand of the exhibitor).

The exhibitor is obliged to delete the personal data that it has received as a result of lead tracking in individual cases if it is requested to do so by Koelnmesse GmbH or the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data.

The exhibitor may only forward the personal data received as a result of lead tracking to third parties if and to the extent that the exhibitor has received explicit consent from the respective visitor. The exhibitor undertakes to use the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the exhibitor shall exempt Koelnmesse GmbH from all claims by third parties.

### 7.4 Responsibility/release of Koelnmesse from liability

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which in turn shall be entitled to commission another company with concrete execution and with advertisements.

Advertisers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. With regard to Koelnmesse's liability, the regulations on liability contained in the general section of the Conditions of Participation apply.

Koelnmesse GmbH is not liable for damage to property and persons caused by the use of the trade fair app for the lead tracking service unless it can be proved that Koelnmesse GmbH acted deliberately or with gross negligence. Liability is limited to foreseeable damages. Participants use the trade fair app for the lead tracking service at their own risk.

Although Koelnmesse strives to provide correct information, it does not guarantee the currentness, accuracy and completeness of the supplied information nor is it liable for such. Koelnmesse does not bear any responsibility for the service's technological availability. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. Maintenance, security and capacity-related issues as well as events over which Koelnmesse has no control (e.g. disturbances of the public communication networks, power outages, etc.) can lead to brief disruptions or a temporary suspension of the services. Koelnmesse does not guarantee that the web pages will be accessible at all times and that participants can call them up flawlessly and without encountering incorrect content or technical difficulties. Koelnmesse is not liable for incorrect information that is produced or disseminated by participants and/or third parties (including cooperation partners) and that is related to the ordering of admission tickets and catalogues for trade fairs and exhibitions of the Koelnmesse Group on the Internet.

Koelnmesse is especially not liable for e-mails or data entries that the system fails to accept and/or receive because they do not conform to the stipulations of these Conditions of Participation or to the website's technical requirements.

Koelnmesse is not liable for the offers made by third parties, especially not if they related to the use of the lead tracking service.

Koelnmesse does not guarantee that all links and references to external content that are found during the use of the lead tracking service are correct or complete.

## 8 Commercial property rights

**8.1** Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense. If a final court decision has determined res judicata that an exhibitor in connection with one of Koelnmesse's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the res judicata court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

**8.2** You can find more information in the No Copy! brochure at [www.spogagafa.com](http://www.spogagafa.com).

## 9 Non-permissible advertising/violations of the Conditions of Participation

**9.1** In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, in particular the following advertising measures are forbidden:

- Exceeding the binding specified booth height
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse
- Advertising of an ideological or political nature

The exhibitor bears responsibility for the legality of competitions, raffles etc.

**9.2** In the event of severe violations of the Conditions of Participation, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds – especially claims for damages – are excluded in this case.

**9.3** Dismantling the trade fair stand and / or the exhibits before the official end of the event represents a serious breach of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to EUR 5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events.

## 10 Requirement for a written document

All explanations must be specified in writing.

## 11 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions. Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

## 12 General Participation Conditions, Technical Guidelines

The stipulations of the General Participation Conditions and the Technical Guidelines are not affected.