

Conditions of Participation, Special Section



Kind + Jugend
The Trade Show for
Kids' First Years
03.–05. September 2024

1 Organiser, event, venue and dates, visitor admission

1.1 Kind + Jugend

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

The event will be held at the Cologne Exhibition Centre from Tuesday,
03.09.2024 to Thursday, 05.09.2024.

1.2 Opening times

For exhibitors, daily from 8:00 a.m. to 7:00 p.m.
For visitors, daily from 9:00 a.m. to 6:00 p.m.

1.3 Stand construction and dismantling

1.3.1 General provisions

Work may proceed in the halls and outdoor areas during the general
construction and dismantling times from 7:00 a.m. to 11 p.m. (to 6:00 p.m. on
the last day of construction) insofar as no divergent provision has been
specified.

1.3.2 Stand construction

Stand construction may begin at 8:00 a.m. on Thursday, 29.08.2024.

Construction must be completed by no later than 6:00 p.m. on Monday,
02.09.2024. The aisles must be completely cleared by this time.

1.3.3 Stand dismantling

Dismantling of the trade fair stand and the goods presentation may not begin
before the end of the event at 6:00 p.m. on 05.09.2024. Admission for
dismantling personnel: from 6 p.m. Trucks will be permitted to enter from
7:30 p.m.

The dismantling times are compulsory and must be adhered to all stands.
Exhibits must be completely dismantled by 10:00 p.m. on Saturday,
07.09.2024. 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
€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, premature or 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 €2,500.00 (in case
of late clearing), respectively up to 5,000.00 EUR (in case of premature
clearing) for each such violation and / or to exclude the exhibitor from
subsequent events.

1.4 Visitor admission

K+J is a trade fair. Only trade visitors are admitted.

2 Eligibility to participate

2.1 Exhibitors

Only producers entered in the Commercial Register or in the Handicrafts
Register may be admitted to participate at Kind + Jugend, and only with
products that correspond to the focus of the event (see List of product group
entries). Exhibitors may participate if their company manufactures the
products shown, develops them, has them manufactured or developed and
exclusively distributes them or exclusively provides the services.

Sales representatives, distributors, associations and importers may exhibit on
behalf of the companies they represent, provided that the exhibited goods are
not offered by any other company at the fair and that the necessary rights to
present the exhibited goods have been obtained.

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

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

All exhibited products and services must correspond to the focus and Product
List of the event. The products must be new. Products and services that do not
comply with the Product List and used products may not be exhibited or
offered.

2.2 Co-exhibitors

The participation of co-exhibitors at Kind + Jugend 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 Section of the
Conditions of Participation).

A co-exhibitor must meet the following conditions to use a stand area:
No more than 2 co-exhibitors can be applied for. The application must be
received by Koelnmesse by 03.09.2024 at the latest. Applications that are
received by Koelnmesse after this date cannot be taken into account.

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 €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 Section of the
Conditions of Participation are not affected.

2.3 Group participation

The participation of group participants in the Kind + Jugend 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 of the General Section of
the Conditions of Participation).

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 €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
Section of the Conditions of Participation are not affected.

3 Participation fee and other costs

3.1 Participation fee per m² (minimum size 12 m²)

	Up to 125 m ²	Every additional m ²
Upon registration by 09.10.2023:		
Terrace stand (one side open)	174.00 EUR/m ²	148.00 EUR/m ²
Corner stand (two sides open)	183.00 EUR/m ²	148.00 EUR/m ²
Two-corner stand (three sides open)	186.00 EUR/m ²	148.00 EUR/m ²
Island stand (four sides open)	192.00 EUR/m ²	148.00 EUR/m ²
Upon registration after 10.10.2023:		
Terrace stand (one side open)	212.00 EUR/m ²	186.00 EUR/m ²
Corner stand (two sides open)	221.00 EUR/m ²	186.00 EUR/m ²
Two-corner stand (three sides open)	224.00 EUR/m ²	186.00 EUR/m ²
Island stand (four sides open)	230.00 EUR/m ²	186.00 EUR/m ²

The participation fee does 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 m² of floor area.

3.1.1 Start up Area

The participation costs of the Start Up Area will be published separately on the Kind + Jugend webpage.

3.2 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e. V. – AUMA) charges a fee of Euro 0.60 per m² of exhibition space for representing exhibitors' 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.

3.3 Energy costs

Exhibitors will be charged a proportional flat-rate energy fee of Euro 20.50 per m² 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 30.00 per m² – 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 (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of € 640.00 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 even if the co-exhibitor does 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 VAT

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 — pursuant to Section 3a.4. Par. (2) of the German ordinance on the application of 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 registration form in order to be considered proprietors. Exhibitors must immediately notify Koelnmesse in writing 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 information is available at www.bzst.bund.de

3.8 Costs in the event of non-participation

3.8.1 Prior to receipt of acceptance/stand area confirmation

Insofar as the supplier revokes its registration before receipt of the acceptance/stand area confirmation, it undertakes to pay a fee in the amount of € 1,000.

3.8.2 After receipt of acceptance / stand area confirmation

Normally, such a withdrawal from the contract after receipt of the acceptance/stand area confirmation is not permitted. The regulation contained in Item II of the General Section of the Conditions of Participation applies.

In the event of non-participation, a compensation must be paid. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation fee subject, however, to the minimum fee specified in Item 3.8.1.

3.8.2.1 Stand construction carried out by Koelnmesse — complete stands

If the provision of a complete stand has been ordered — stand area and stand construction — from Koelnmesse, cancellation of the stand construction order is only possible up to 6 weeks before the official start of the stand construction. 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, without providing evidence. These costs amount to 30% of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of construction, 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 construction of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

3.8.2.2 Stand construction carried out by Koelnmesse — individual stands and turnkey system stands

In a case where the stand construction has been ordered independently of the registration of a stand area, the provisions of the Koelnmesse Group's General Terms and Conditions for Services and the Koelnmesse Group's Special Terms and Conditions for Services — Stand Construction shall apply in the event of a cancellation of this order. You may download these Terms and Conditions of the Koelnmesse Group from the event website or from the service shop of the event.

3.8.3 Proof of Loss

The exhibitor is entitled to prove that no damages were incurred or that the costs were significantly less extensive than the fee charged.

4 Stand sizes and construction

4.1 Stand size

The minimum stand size is 12 m².

Please note that hall pillars and other fixed construction elements may be present in the rented stand area.

Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

Trade fair partition walls for separating the stand area are not automatically provided. If they are needed as stand construction elements, however, they can be ordered for a fee.

This fee does not include stand construction. Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

4.2 Responsibility

Stand construction, design and operation must comply with all the regulations that are valid in Germany (including the special construction regulation, the industrial safety law and regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the employers' liability insurance associations in their currently valid versions). All of these provisions apply to the company's own as well as to independent stand designers, decorators, and signwriters and to all persons insofar as they perform activities commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction, design, operation and dismantling of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction and dismantling personnel and other persons working on its behalf, in order to ensure that they adhere to the regulations.

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

4.3 Overall height

The maximum permissible stand height is set at 4.5 m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present.

Only lighting elements suspended from the hall ceiling and their supporting structures may be up to a maximum of 5.00 m from the hall floor. For any form of suspension from the hall ceiling, care must be taken to ensure that neither the lighting fixtures nor their supports are connected to the stand structure.

As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for one-storey stands that do not exceed the permitted height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, 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 construction 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 immediately 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 Section of the Conditions of Participation.

4.6 Construction and design of the stands

The stands must be constructed in compliance with the stand form that has been approved. The arrangement of the stands is left to the exhibitor but must be appropriate for the event in question. The stand construction must be as transparent as possible towards all aisle borders.

The exhibitor has to obtain information about the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to the stand area.

Banners and company signs are not permitted to extend into the aisles. In special cases, approval may be granted to place an advertisement above the stand. A fee is charged for such advertisements.

Further information on possibilities for advertising can be received from Koelnmesse GmbH, Marketing Services, Tel. +49 221 821-2925 or at www.koelnmesse.de.

Koelnmesse also offers a completely outfitted turnkey stand system. 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 m² in size,
- 1 additional pass for each additional 10 m² or part thereof up to a stand size of 100 m²
- 1 additional pass for each additional 20 m² or part thereof over 100 m² 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 only 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 of the General Section of the Conditions of Participation.

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.

a) 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 online exhibitor search
- Display of the logo in the alphabetical list of exhibitors in the fair app and online exhibitor search
- Unlimited number of product group entries in the fair app and online exhibitor search
- Unlimited number of trademark entries basic in the fair app and online exhibitor search
- One product entry premium in the fair app and online exhibitor search 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

b) 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 online exhibitor search
- Unlimited number of product groups in the fair app and online exhibitor search
- Networking participation incl. scheduling tool

7.2 Costs for the obligatory media services (Marketing Package)

The provision of the media services mentioned under item 7.1 a) is obligatory for all main exhibitors, group organisers and group participants and costs 1.295.00 Euro.

The provision of the media services mentioned under item 7.1 b) is obligatory for all co-exhibitors and costs 350.00 Euro.

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](#).

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, the following advertising measures in particular are forbidden:

- Exceeding the binding specified overall 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 the stand of the exhibitor concerned and clear it without resorting to legal assistance. Claims of all kinds — especially claims for damages — are excluded in these cases.

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 €5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events.

10 "Infoscout" – Information service for visitors

Information about exhibiting companies that has been communicated to Koelnmesse via the registration for the event will be passed on to interested visitors at the information stands in the halls during the event. In addition, visitors can use Koelnmesse's electronic information system "Infoscout" to publish vacant trade representatives. Form Z.03 can be used to specify this offer according to products, countries or regions. The use of "Infoscout" is free of charge for exhibitors and visitors.

11 Requirement for a written document

All explanations must be specified in writing.

12 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.

13 General Section of the Conditions of Participation, Technical Guidelines

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