Special Participation Conditions

spoga horse, 30.01.-01.02.2027

1 Organiser, event, venue and dates, visitor admission

1.1 Title
The spoga horse is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany.

The event will be held at the Cologne Exhibition Centre from Saturday, 30 January 2027 to Monday, 1 February 2027.

1.2 Opening times

For visitors	
Saturday, 30 January 2027	9:00 a.m. - 6:00 p.m.
Sunday, 31 January 2027	9:00 a.m. - 6:00 p.m.
Monday, 1 February 2027	9:00 a.m. - 5:00 p.m.
For exhibitors:	
Saturday, 30 January 2027	8:00 a.m. - 7:00 p.m.
Sunday, 31 January 2027	8:00 a.m. - 7:00 p.m.
Monday, 1 February 2027	8:00 a.m. - 6:00 p.m

1.3 Stand construction and dismantling
Work may proceed in the halls during the general construction and dismantling times mentioned below insofar as no divergent provision has been specified.

1.3.1 Stand construction

Tuesday, 26 January -Wednesday, 27 January 2027	6:00 a.m. - 10:00 p.m
Thursday, 28 January 2027	6:00 a.m. - midnight
Friday, 29 January 2027	midnight - 6:00 p.m.

Build up has to be completed not later than 6:00 p.m. on Friday, 29 January 2027. The aisles must be completely cleared by this time. We reserve the right to claim the costs for cleaning the aisles of any soiling that has arisen after this time.
Information regarding early build up can be obtained from the spoga horse team.

1.3.2 Stand dismantling

Monday, 1 February 2027	5:00 p.m. - midnight
Tuesday, 2 February 2027	midnight - midnight
Wednesday, 3 February 2027	midnight - 6:00 p.m.
Admission for dismantling personnel	
Monday, 1 February 2027	from 5:00 p.m.
Driveway Truck	
Monday, 1 February 2027	from 8:00 p.m.

The dismantling times are compulsory and must be adhered to. Depending on the hall in question, all stands and exhibits must be completely dismantled by **6:00 p.m., 3 February 2027**. 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, 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 €5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events.

IMPORTANT:
The dismantling may begin not earlier than 5:00 p.m. on Monday, 1 February 2027 and ends on Wednesday, 3 February 2027 at 6:00 p.m.

1.4 Visitor admission
spoga horse is a trade fair. Only trade visitors are admitted.

The holding of so-called stand parties (gathering on the exhibitor's stand area by employees of an exhibitor or employees of an exhibitor with visitors invited by said employees) outside the opening times for visitors is only permissible with prior registration and authorization by Koelnmesse by means of the process established for this purpose.

2 Eligibility to participate

2.1 Exhibitors
Only manufacturers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at spoga horse. Such producers must exhibit products that correspond to the focus of the event (see product segment, product categories and product groups). 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 products 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 proof of 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 Item 2.1, Sentence 1). The products must be new ex works. Products and services that do not correspond to the focus of the event and used products may not be exhibited or offered.

Participation as exhibitors by interest groups, associations, corporate bodies, institutions and foundations under public law can be permitted when their presentation and presence correspond to the focus of the event (see Item 2.1 Sentence 1).

2.2 Co-exhibitors
The participation of co-exhibitors at spoga horse is possible. A special request 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).

The following conditions apply to the use of a stand area by a co-exhibitor:
The participation of no more than 2 co-exhibitors can be applied for. The limit of a maximum of 2 co-exhibitors applies independently of the number of registrations of the exhibitor per event, so that even in the case of multiple registrations (e.g. for multiple product segments in different halls or stand areas (in the same or different halls (hall areas)) a maximum total of 2 co-exhibitors are permitted on the exhibitor's stand area. The complete registration of all co-exhibitors by the main exhibitor must reach Koelnmesse on or before 10 December 2026. This also applies in the case where the registration takes place online using a means made available by Koelnmesse. Applications that are received by Koelnmesse after this date cannot be taken into account.
Enabling a company 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 — depending on the severity of the case — to exclude the exhibitor from this and / or 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 spoga horse is possible. A special registration and approval by the 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). The registration has to be completely filled in and the main exhibitor has to sign it with a legally binding signature and submit it to Koelnmesse.
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. The acceptance 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 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 remunerations

3.1. Participation fee

Early Bird fee: €241.00 per sqm of floor space
Regular fee: €272.00per sqm of floor space
Last Call fee: €303.00 per sqm of floor space
The Early Bird fee applies during the period from 7 January 2026 to 31 March 2026 inclusive, the Regular fee applies during the period from 1 April 2026 to 31 December 2026 inclusive and the Last Call fee applies from 1 January 2027.

The participation fee does not include the provision of stand partition walls or other special construction elements. The participation fee covers the provision of the stand area of the exhibition space for the entire duration of the event, including the stipulated construction and dismantling periods; a specific number of exhibitor and construction and dismantling passes — see Item 5.1; the use of all technical and service facilities in the trade fair halls; advice by Koelnmesse GmbH experts on organization, advertising and public relations work for your participation; advertising media for visitor advertising done by your company on its own; and press contact services.
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.

3.2 AUMA fee
The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e. V. – AUMA) charges you a fee of €0.60 per m² of exhibition space for representing your interests. Koelnmesse will calculate and collect the fees in the name and on the account of AUMA. More detailed information is available at www.auma-messen.de.

3.3 Flat-rate energy fee
Exhibitors will be charged a proportional flat-rate energy fee of €22.00 per sqm of occupied stand area.

3.4 Additional costs payment for services
The services used by an exhibitor at an event (e.g. electricity and water supplies, stand cleaning etc.) are invoiced after the conclusion of the event. Invoice amounts are payable immediately upon receipt.

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 and Item 2.2 of the Special Participation Conditions), a co-exhibitor fee of €440.00 per company will be charged. The price of inclusion in the Marketing Package Light is not included in this fee (see Item 7.1 b) Special Conditions of Participation). 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 subject to a charge.

3.7 Value-added tax
All prices given are net prices. The statutory VAT will be charged separately where applicable.

3.7.1 VAT 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.

3.8 Costs in the event of non-participation

3.8.1 Prior to receipt of acceptance / confirmation
A registration that has taken place during the Early Bird period can be cancelled free of charge within this period at any time. The Early Bird period relates to the subsequent event. It begins 4 weeks before spoga horse 2026 takes place and ends on 31 March 2026.

Provided that it does not concern an Early Bird registration within the Early Bird period or that this is not permitted by this Special Section of the Conditions of Participation, the following shall apply: Should the supplier revoke its registration before receipt of the acceptance / confirmation, it undertakes to pay a fee in the amount of €600.00.

3.8.2 After receipt of acceptance / confirmation
Normally, a withdrawal from the contract after receipt of the acceptance/ confirmation is not permitted. The regulation contained in Item II of the General Section of the Conditions of Participation applies.
In the event of your non-participation, you must pay compensation. 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. If the exhibitor wishes to reduce the size of the stand area, this regulation applies accordingly to the stand area that becomes free as a result, if the organizer agrees to a reduction in the size of the stand area as an exception.

The costs and deadlines for the stand construction services provided by Koelnmesse can be found in the Koelnmesse Group's General Terms and Conditions for Services and the Koelnmesse Group's Special Terms and Conditions for Services - Stand Construction. These General Terms and Conditions of the Koelnmesse Group are available for download as part of the exhibitor registration process, on the event homepage or via the event's Service Shop.

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

4 Stand sizes and build up

4.1 Stand size
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 Maximum stand height
The maximum permissible stand height is set at 5 m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present.

As long as the Technical Guidelines are observed when designing and erecting stands, there is no need to submit for approval documentation for one-storey stands that do not exceed the permitted construction height. All other stands and constructions must be approved. The regulations regarding the approval of stand construction and requesting such approval are given in the Technical Guidelines.

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 immediately submit any additionally required information related to the trade fair stand. 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. Please note that in exceptional cases — on your behalf 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 immediately responded to. 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 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. Your company name and your products/services must be clearly visible on your stand. 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.
You can receive further information on possibilities for advertising here, Tel. +49 221 821-3998.

Koelnmesse also offers a completely outfitted turnkey stand system. Orders can be placed using the stand construction configurator.

5 Exhibitor and work passes

5.1 Exhibitor passes
Each exhibitor receives free passes that are valid for the period from the first day on which construction work begins to the final day of dismantling:
- 3 exhibitor passes for a stand up to 20 m²
- each additional 10 m² up to 100 m² 1 further exhibitor pass
- each additional 20 m² over 100 m² 1 further exhibitor pass
- Upper limit: max. 150 exhibitor passes

The exhibitor should order the codes for the passes in the service shop. They must be redeemed online via the event's ticket shop. The passes and travel tickets can be used via the app of the respective event or as PDF. The registration in the app must use the same data as used at the ticket shop. Additional codes can also be ordered for a fee from the service shop. The number of codes provided free of charge will be offset against the codes used for access in the final invoice. Should the number of codes you have ordered and used for access exceed the number of codes provided free of charge, you will be invoiced for these codes.

5.2 Construction and dismantling passes
You will also receive free codes that allow people commissioned by you or who work on your behalf to access the exhibition centre in order to construct or dismantle your stand. The passes created using these codes are only valid up to the start and after the end of the event during the stand construction and/or dismantling periods. They do not entitle the holders to enter the grounds during the event. These codes are ordered in the service shop:
- 2 work passes for a stand up to 10 m²
- 4 work passes for a stand up to 20 m²
- each additional 10 m² up to 100 m² 1 further work pass
- each additional 20 m² over 100 m² 1 further work pass
- Upper limit: max. 150 work passes

You will receive the passes digitally with the exhibitor passes.

5.3 Transfer of passes forbidden
All passes are for specific individuals and are non-transferable. Transferring a pass to a third party –whether sold or given – is not permitted and represents a severe violation of the Conditions of Participation, in accordance with Item V, General Participation Conditions.

6 Rules on selling

In view of the 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 and price of obligatory media services

Koelnmesse publishes official trade fair media for this event. The following Marketing Packages are available for trade fair participation: the Marketing Package Basic and the Marketing Package Light.

a) The Marketing Package Basic includes the following components. The provision of media services is obligatory and costs 1,339.00 euros:
- Entry in the alphabetical list of exhibitors in the Visitor Guide, the fair app and online exhibitor search
- Ten product group entries in the fair catalogue Visitor Guide
- Unlimited number of product group entries 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 trademark entries basic in the fair app and online exhibitor search
- One product entry premium in the fair app and online exhibitor search including product photo and product description
- Networking participation incl. scheduling tool
- Integrated Leadtracking
- Provision of unlimited number of ticket codes requiring registration

b) The Marketing Package Light includes the following components. The provision of media services is obligatory and costs 350.00 euros:
- Entry in the alphabetical list of exhibitors in the Visitor Guide, the fair app and online exhibitor search
- Ten product group entries in the Visitor Guide
- Unlimited number of product group entries in the fair app and online exhibitor search
- Networking participation incl. scheduling tool

Specific General Terms and Conditions apply to certain of the media services listed above. These can be called up in the service shop of the event.

You will receive all of the ordering information and documentation relating to the media services offered from our official contract partners. Please note that a participation by your company is only fixed on acceptance by Koelnmesse. The offers and order confirmations are therefore subject to the condition precedent that the acceptance has been issued.

If the official contract partners have not received an order from the exhibitor before the editorial and advertising deadline, the entry included in the official trade fair media will be based on the information provided in the course of the registration for the event. The entry is subject to a fee. Registrations and orders received after this deadline will also, insofar as possible, be taken into account in the official trade fair media. In the case of orders and registrations that are received by Koelnmesse later than the editorial and advertising deadline, Koelnmesse will make no guarantee of the full provision of all media services. Claims of any kind, in particular claims that seek to reduce the remunerations for inclusion in the official trade fair media or claims of compensation for damages are expressly excluded in these cases. Please specify the corresponding deadline after which inclusion in the media package can no longer be guaranteed and coordinate the passages concerning the media package with Marketing Services once again.

7.2 Special data protection provisions for lead tracking

Use by trade fair visitors is voluntary. Neither the exhibitor, nor Koelnmesse GmbH nor any other third party can require visitors to take part in the Trade Fair App's lead tracking feature and so to pass on their personal data. Koelnmesse GmbH forwards the personal data to third parties only if the visitor first agrees to have their data used in this way. A consent to data transfer has sometimes been given when a visitor has actively agreed to a networking request from an exhibitor via the Trade Fair App or a scan of the ticket QR code (e.g. at the exhibitor's trade fair stand).

In addition, the exhibitor is obliged in individual cases to delete the personal data that it has received as a result of lead tracking 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 express consent from the respective visitor. The exhibitor also 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.

7.3 Responsibility/release of Koelnmesse from liability

Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, is the publisher of the official trade fair media. Koelnmesse may assign the practical implementation of the advertising to a third party company.

Advertisers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. The regulations regarding liability in the General section of the Conditions of Participation apply with regard to any liability on the part of Koelnmesse.

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. The use of the Trade Fair App for utilizing the lead tracking service is at the user's own risk. Although Koelnmesse strives to provide correct information, it does not guarantee the currency, accuracy and completeness of the supplied information nor is it liable for such.

Koelnmesse assumes no responsibility for the technical availability of the services offered. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. In particular, 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 are 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

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. You will find more detailed 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 your stand and clear it without resorting to legal assistance. Severe violations can in particular be violations of Item V of the General Section of our Conditions of Participation in connection with Item 2 of the Special Section of the Conditions of Participation. 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 Formal requirements

All declarations must be made in text form.

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.