





# **DECLARATION OF CONSENT**

Version as of October 15, 2024

We hereby consent to the nomination of our product

# name

for the Fruit Logistica Innovation Award resp. the Fruit Logistica Innovation Award Technology (hereafter "Innovation Award") in Berlin on February 5-7, 2025. We have read the information outlined below and are in agreement with these conditions.

## 1. Principle

The Innovation Award has become an important aspect of the FRUIT LOGISTICA exhibition. Any legal dispute would have a negative impact on the event and could result in significant damages for the organizers, who are interested in staging the Innovation Award in a neutral manner without interference caused by legal disputes.

The organizers are not obliged to determine the legal rights to the products submitted. This assessment can only be carried out by experts. Any dispute in this regard must be decided in court. Accordingly, the organizers assume the principle of neutrality in any related litigation.

#### 2. Course of action on the part of the organizer

It is conceivable, or even likely, that in the case of an alleged violation of rights, the claimant will attempt to take legal action against the organizers. In this case, the organizers will **immediately** notify the Innovation Award entrant and set a time limit within which the dispute must be settled by the parties themselves. For reasons specified in section 1 above, the organizers will not serve as a mediator. The time limit is set to allow the organizers time to make appropriate arrangements in the event that the dispute cannot be settled.

## 3. Disqualification from the Innovation Award

If the dispute is not settled within the time limit set by the organizers, the product in question will be disqualified from the Innovation Award competition. The dispute is regarded as settled when a mutually agreed statement confirming the settlement of the dispute is submitted to the organizers by all parties involved.

In the case of the disqualification of a product, no claims against the organizers – for whatever reason – may be made.

The organizers are entitled to claim damages against a disqualified entrant. These damages include, for example, the cost of producing or amending competition documents, ensuing legal fees or personnel costs incurred by the organizers. The entrant agrees to pay a contractual





penalty of EUR 15,000.00, which can be claimed by the organizers if the entrant is disqualified from the Innovation Award competition. This does not affect the organizers' right to assert further damage claims (e.g. for damage to the FRUIT LOGISTICA reputation). The contract penalty will not be deducted from the claim for damages.

## 4. Assurance by the entrant

Each Innovation Award entrant assures the following:

- a. He/she is the holder of the legal rights to the product
- b. He/she has closely examined the legal status or if he/she does not have the necessary legal expertise has had such status checked by a legal expert
- c. He/she is not aware of any legal disputes (in or out of court), or indications of such disputes.

## AUTHORISED SIGNATURE

Name of legally authorized signatory in capital letters

Official position in company

Name of company

Authorised signature

Date \_\_\_\_\_ Place \_\_\_\_\_

All Information: Terms and conditions of entry:

https://www.fruitlogistica.com/en/events/innovation-award-(flia)/ https://www.fruitlogistica.com/de/events/innovation-award-(flia)/