

# General terms and conditions for fairs and exhibitions

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## I. General rules

### 1. Organiser

Expotec International GmbH & Co. KG is the organiser of the event mentioned in the Application for Stand Registration.

### 2. Application/contract conclusion

#### 2.1. Application

(1) The application is an offer by the exhibitor to enter into a contract with the organiser, with the offer having binding effect. Essential parts of the contract are:

- a) the application form
- b) the general terms and conditions for participation
- c) the instructions given in the service folder handed over to the exhibitor

(2) The registration of a fair/exhibition stand shall be applied for by means of the application form which needs to be completed and provided with the firm stamp and legally binding signature. The person signing the application form on behalf of the firm must be authorised to do so.

(3) By sending in the signed application form the exhibitor recognizes the terms and conditions for participation, the prices and the technical regulations of the respective exhibition hall operator.

(4) The exhibitor shall be liable for any consequences resulting from incorrect, incomplete or erroneous statements in the application form.

(5) By applying for participation, the exhibitor agrees that its data are stored, evaluated and, where necessary, passed on to third parties for purposes related to fair activities. The exhibitor also undertakes to participate in electronic visitor and evaluation programs, and agrees that information on its participation is published in the media.

#### 2.2 Contract conclusion

(1) The contract enters into force when the exhibitor's legally binding, completed application is accepted by the organiser. This will be documented by a written participation confirmation which the organiser sends to the applicant.

(2) For justified material reasons, the organiser may exclude individual exhibitors or co-exhibitors from participation in the event, or restrict the scope of the event to specific exhibitor groups should this become necessary to attain the objectives of the event.

(3) Should the organiser cancel an event for lack of interest on the part of exhibitors, the exhibitors that have already filed their applications are not entitled to damages for such cancellation. Any advance payments by the exhibitors will in this case be returned.

(4) The exhibitor is bound to man its stand until the termination of the fair. In the case of noncompliance a fine amounting to 150 per cent of the stand area rent will be due.

### 3. Joint exhibitors

(1) If several exhibitors wish to rent common exhibition space, they shall name in the application form an authorised agent who represents them and who shall be the person to negotiate with the organiser.

(2) This authorised agent shall be held liable for any fault of his/her appointees and for own faults.

(3) Without the permission of the organiser, an exhibitor is not entitled to sub-rent or otherwise let, partly or wholly, the stand assigned to it to a third-party, or to advertise an enterprise not made known in the application.

(4) Every co-exhibitor has to be represented by staff. One co-exhibitor will be accepted per 3m<sup>2</sup>.

### 4. Space allocation

(1) The organiser will allocate the exhibition spaces in consideration of the topic and structure of the respective event, and in dependence of the available overall area.

(2) Without the permission of the organiser in writing, an exhibitor is not entitled to exchange the space allocated to it with that of another exhibitor, or to let out all or part of the stand to a third party.

(3) The organiser has the right to change the shape and location of the allocated space. The organiser will notify the exhibitor without delay of the necessity of such measure, and inform it on the changed location, type and/or dimensions of the space.

Such change does not substantiate any damages claims by the exhibitor, nor a right of rescission.

(4) In case the stand rent changes, the differential amount will be reimbursed or additionally charged, as the case may be. The exhibitor must accept that the locations of other stands at the beginning of the event may differ from the original plan. Any compensation claims are excluded.

### 5. Exhibits

(1) Only new exhibits may be displayed; they must be specified in the application form and comply with the range of goods shown by the various branch exhibitors at the fair, the organiser is to be notified of any later changes.

(2) Within the framework of seeking permission to erect the stand, the exhibitor is under the obligation to inform the organiser and/or the hall operator on the technical data, dimensions and weights of the various exhibits.

Any services required for transporting/handling exhibits on the fair ground shall be at the exhibitor's cost.

(3) Where the organiser permits, in individual cases, the direct sale of exhibits, and the required official approvals and certificates are available, the exhibits concerned shall be provided with easily legible labels indicating the price.

(4) The organiser is entitled to demand that exhibits not specified in the application form or that are annoying or hazardous or that do not comply with the purpose of the event, be removed. If this demand is not met, the organiser shall be entitled to remove the exhibits in question at the exhibitor's cost.

(5) The exhibitor is responsible for ensuring that proprietary rights and other industrial protective rights to the exhibits are not violated.

## 6. Terms of payment

(1) An advance payment amounting to 50% of the expected stand area rent will be due upon contract conclusion. The remaining amount shall be paid to the organiser within 14 days from the approval and invoicing date (specify the customer number, invoice number and stand number).

The payment of the invoiced amount on time is a prerequisite for occupying the rented space. If invoices are not settled in due time, default interest which is 8% p.a. above the discount rate as fixed by Deutsche Bundesbank will be charged.

(2) Any bank charges for remittances to foreign countries or cheque returns are at the exhibitors' expenses.

(3) Any incidental costs will be invoiced directly upon the end of the event. The invoices are due at sight.

(4) An assignment of claims against the organiser is not permitted. Setting off accounts shall only be permitted in case of undisputed, legally established counterclaims.

(5) Complaints about invoices will only be taken into account if they are lodged in writing to the organiser 14 days from the invoicing date at the latest.

(6) To secure claims, the organiser reserves the right to exercise the landlord's lien, and freely sell pledged property after written notification thereof. The organiser will be liable for any damage on pledged property only in case of intent or gross negligence.

## 7. Rescission

(1) The stand rent shall be payable in full even if the exhibitor countermands its participation, or does not participate without giving a countermand.

(2) The amount to be paid in such case can only be reduced if the organiser is able to relet the stand space.

In case the organiser is able to let out all stand spaces available in the exhibition hall, the organiser will charge a cost sharing amount of 25% of the originally agreed stand rent plus incidental cost to the first renter's account. In case of doubt, it is up to the exhibitor to prove that, although a reletting of the space was possible, the organiser failed to avail itself of the opportunity. Income from reletting shall not be considered if there are still unoccupied exhibition spaces.

(3) Any alterations after contract signing must be made in writing.

(4) The organiser has the right to rescind if:

- the exhibitor fails to meet its contractual obligations, or meets them partly only. In this case, the organiser has the right to prohibit the building up of the stand, or to demand that the stand be cleared/closed;

- composition proceedings or bankruptcy proceedings have been instituted against the exhibitor;

- the stand has not been visibly occupied until 24 hours before the beginning of the event at the latest;

- the exhibitor has modified its exhibition program to such an extent that the exhibits cannot be considered to meet the branch-specific purposes for which they were originally approved;

- the stand was allocated on the basis of wrong conditions or specifications, or if the conditions for an assignment of the stand no longer apply. In these cases, the exhibitor continues to be under the obligation to pay the stand rent as described in Item 6, and to pay all services initiated on the grounds of its application.

## 8. Liability/insurance

(1) For damage that can be proved to have occurred on the fair ground during the event, the organiser will only

be liable to the exhibitor and its agents if the damage was the fault of the organiser or its vicarious agents. The maximum amount of damages is the amount invoiced to the exhibitor.

(2) The organiser assumes no liability for damage caused by third parties or by force majeure. In particular, the organiser is not liable for damage to, or theft or other loss of, the exhibits or stand furniture and fixtures.

(3) Therefore, every exhibitor is urgently recommended to insure its exhibits, items used at the stand and liability risk against fire, explosion, Acts of God and water damage at own cost. Such insurance may be taken out in the form of a framework agreement entered into by the organiser with a renowned insurance company.

(4) The exhibitor is liable for any injury to life and damage to property culpably caused by itself, its legal representatives or vicarious agents. In particular, this liability includes damage to roads, rails, entrances, gates, walls and floors in the exhibition area. The exhibitor is obliged to present to the organiser a declaration on the existence of a liability insurance.

## 9. Force majeure

(1) Cancellation of the event: If the organiser is unable to hold the event due to force majeure, the pro rata claim to compensation shall also lapse. The calculation shall be made according to clause IV.2.

(2) Should the organiser be in a position to hold the event at a later date, it shall inform the exhibitor of this without delay. Repeated postponement of the event shall be permissible insofar as the original circumstance persists. The exhibitor shall be entitled to cancel his participation at the changed time within one week of receipt of the respective notification of change. In this case, the pro rata claim to compensation shall also lapse. The calculation shall be made according to clause IV.2.

(3) Commenced event: If the organiser has to shorten or cancel an event that has started due to the occurrence of force majeure, the exhibitor shall not be entitled to a refund or waiver of the payment.

## 10. Exhibitor passes

(1) Non-transferable exhibitor passes issued by the organiser are required to access the fair grounds and the stand areas. The organiser is entitled to seize the exhibitor passes without substitution in the case of violation of the terms and conditions for participation.

(2) Exhibitors are entitled to exhibitor passes free of charge. The Technical Flat-rate stipulates their number. Additional exhibitor passes may be ordered for value by sending in the respective form of the service folder.

(3) The exhibitor passes entitle as well to access the respective fair grounds and stand areas during the time of setting up and dismantling the stands. Assistants employed for the setting up and dismantling of the stands have to be registered.

## 11. Direct sale

(1) Direct sale is basically permitted at the fair but has to be approved formally by the organiser. The items have to be labelled with proper price tags. Selling products which are in contradiction to the character of the fair is prohibited.

(2) Generally, catering stands are not permitted; in exceptional cases, the sale of specialities typical of a country may be allowed if consented to by the organiser in writing. If an exhibitor applies for such a stand, it will be informed on the applicable special terms and conditions.

(3) Obtaining the necessary trade and health-related permissions from the police is within the responsibility of the exhibitor.

## 12. Advertising/lotteries

- (1) Advertising of any kind is only permitted inside the exhibitor's own stand, and is restricted to its own firm and to those products which it produces or distributes and which it has had registered. Affixing ads to walls or floors outside the rented space is prohibited.
- (2) Music performances and light shows of any kind as well as the operation of loudspeaker systems are subject to the express permission of the organiser and must be applied for before the event. Such a permission, just like a permission to demonstrate machines, acoustic equipment or projectors etc., may be restricted or cancelled if this is deemed necessary for maintaining an orderly performance of the event.
- (3) Where the exhibitor intends to play back music, it must obtain the respective permissions and pay the fees.
- (4) Tombolas, competitions, quiz programs, lotteries and the like may not be organized, irrespective of whether they are financed by fees or donations.
- (5) The organiser has the right to report, both in text and in pictures, on the exhibitors' stands and exhibits, and use photos/films to advertise the exhibition.
- (6) The commercial taking of photos, filming and drawing within the exhibition area is subject to written approval by the organiser.
- (7) Driving around or carrying around advertising means within the exhibition area or distributing printed material and specimens outside the rented stand are prohibited, and so is addressing or questioning visitors outside one's own stand.
- (8) On principle, ads of a political character are prohibited.

## II. Stand setup

### 1. Stand build-up, equipment, layout

- (1) The exhibitor may arrange its stand as desired provided the contractual conditions are met and the stand fits into the overall plan of the exhibition.
- (2) If the exhibitor sets up the stand on its own, it must notify the organiser of the firms entrusted with the setup and layout. Stand setup must be finished by the specified setup deadline.
- (3) It is not permitted to transport away exhibits, or dismantle stands, before the closing of the exhibition. In case of violations by the exhibitor, the organiser is entitled to claim a contractual penalty amounting to € 3,000.00.
- (4) During the entire period of the fair / exhibition, the stand must be properly equipped, and competent staff must be present, within the specified opening hours.
- (5) The fair organiser has not planned to erect partition walls in the exhibition area. Rather, these must be provided by the exhibitor itself, or by a suitable firm that puts them up by order of the exhibitor.
- (6) Exhibits left at the stands until after the dismantling deadline, will be transported away at the exhibitor's cost and put on store.
- (7) The given stand limits must not be exceeded. Only by an express written permission of the organiser may the specified setup height of 2500 mm and the advertising height of 3500 mm (floor-to-top dimensions) be exceeded. The height of partitions to adjacent stands must not be less than 2000 mm.
- (8) The name and address of the stand owner must be easily identifiable throughout the entire exhibition period; inscriptions must be accordingly sized/arranged.
- (9) All materials used for building up the stand shall be hardly inflammable.
- (10) Should the exhibitor fail to meet the specified setup and equipment regulations, the organiser shall be entitled to demand the required corrections or, if necessary, the dismantling of the stand.

- (11) If the exhibitor does not respond to the organiser's written demand within 24 hours, the organiser has the right to have the necessary changes made, or have the stand removed, at the exhibitor's cost. In case the stand is closed down, the exhibitor must pay the full rent and any costs incurred.
- (12) In case of a two-storey setup, 50% of the floor space rent will be charged for the upper floor area that can be walked on. A double-storey setup is subject to approval by the fair management.
- (13) In other respects, the technical regulations of the hall operator shall apply.

### 2. Stand building permit

- (1) A permit for setting up a fair stand in the exhibition area is required to be applied for in any case. The application shall be filed with the organiser or, after stand assignment, with the hall operator seven weeks before the start of setup work at the latest, with the following annexes attached:
  - stand layout plans (floor plan/views at a scale of 1:50)
  - Setup description, material specifications in two copies; incomplete documents will be returned to the applicant as not reviewable.
- (2) The application for a building permit for special stand structures - usually, two-storey stand setups - to be erected inside fair/exhibition halls must be filed in writing with the organiser or the hall operator seven weeks before the start of setup work at the latest, with the following annexes attached:
  - Application for building permit (informal)
  - Informal setup description; especially, information on the system, construction, colour, equipment, utilities and material properties (e.g. fire class) is required
  - Construction drawings, in particular floor plans, sections, views, generally at a scale of 1:50, with dimensions and, where necessary, details at a lower scale
  - Proof of stability (statics) with position plans and, if necessary, with test reports or existing approvals.The descriptions and calculations shall be prepared in the German language and in compliance with applicable German standards. Both the exhibitor and author/s shall affix their signatures (with date) to the original copies of all applications, plans, descriptions and calculations.

### 3. Reduction of stand area

The provisions on the right of rescission on the part of the exhibitor shall become effective when, after contract conclusion, the exhibitor inform the organiser in writing that it wishes to reduce its stand area. The exhibitor has got to pay the full stand rent plus legal VAT even if it does not use the entire stand area.

### 4. Setup and dismantling

- (1) The exhibitor is under the obligation to adhere to the stand setup and dismantling deadlines fixed by the organiser.
- (2) If the exhibitor has not started stand setup work until 24 hours before the opening of the event, the organiser shall be entitled, in the interest of the overall picture of the exhibition, to relocate another exhibitor to the unoccupied stand, or to utilize the stand for another purpose. In this case, the renter must pay the full rent and all expenses that have accrued to that time. Moreover, the costs of decoration and any work done to utilize the unoccupied stand have to be borne by the exhibitor. Any claims for damages by the exhibitor are excluded.
- (3) Any objections regarding the location, type or size of the stand, where not excluded by the provisions of I.4, must be made in writing before the exhibitor starts its setup work, or on the day following the setup start date fixed by the organiser at the latest.

- (4) The fair stand must be returned in its original condition on the last day of the dismantling period fixed by the organiser at the latest. Any material put on the stand or hall floor by the exhibitor, carpet adhesive tape or other adhesives must be completely removed without damaging the floor.

If this is not possible, the organiser has the right to have them removed at the exhibitor's cost. Any further claims for damages are reserved. Furthermore, the exhibitor shall be liable for any damage to the floor, walls and, if applicable, any lent or rented material.

### 5. General provisions

- (1) During the event, the exhibitor is obliged to observe the house rules of the hall operator and the organiser on the entire premises. The exhibitor shall also obey all instructions given by the representatives of the hall operator or the organiser provided they show their identification card.
- (2) During the event, only those vehicles may enter the fair ground which have an access permit or parking ticket. During the event, the unloading of vehicles must be finished well before the daily opening hours. After unloading, the vehicles must leave the premises without delay. The exhibitors and accompanying staff as well as their vehicles must have left the premises within one hour after the daily opening hours for visitors. Otherwise, the regulations of the hall operator shall apply.
- (3) Animals are not allowed to be taken to the fair grounds.

### III. Other services

#### 1. Guard duty

- (1) Generally, the fair/exhibition ground is guarded by personnel authorised by the organiser, without the latter assuming any liability for losses or damage.
- (2) The responsibility for supervising and guarding the individual stands lies with the exhibitors. This applies also for the setup and dismantling times before and after the event.
- (3) For the guarding of the stand during night hours, the organiser recommends every exhibitor to avail itself, at its own cost, of the services of the security firm engaged for the event. Such engagement of special guards should be coordinated with the organiser in good time. Employees of the exhibiting firm are not allowed to stay at the stand overnight.

#### 2. Cleaning

- (1) The organiser takes care of the general cleaning of the fair ground and corridors in the hall.
- (2) The exhibitor is responsible for the daily cleaning of its stand. Cleaning work must be finished before the daily opening hours.
- (3) In the interest of environmental protection and environmentally friendly activities, every exhibitor is under the obligation to minimise packing material and waste, and to use environmentally friendly and recyclable packing, decoration and printed information material. Where waste separation and disposal systems are used, the exhibitor is obliged to participate and bear the costs according to the pay-as-you-pollute principle.

#### 3. Electricity, gas, water and waste water

- (1) See the service folder for details on the provision of utility tap points that might be required within the stand. The enclosed forms may be used for ordering the equipment. The installation of the equipment up to the stand connection point may only be performed by firms approved by the organiser or the hall operator.
- (2) Within the stand area, it is permitted to have installations set up by authorized companies that have to be reported to the organiser on demand. The organiser is entitled to inspections but not liable to do so. In the event of damage the exhibitor is held liable for the damage caused by the installation.

- (3) The consumption, the cost for installation and additional services will be charged extra. Services have to be ordered by using the respective forms of the service folder.
- (4) Connection points or equipment that do not meet the relevant regulations or whose power consumption is higher than previously indicated, may be removed, or put out of operation, by the organiser or the hall operator at the exhibitor's cost.
- (5) The exhibitor will be held liable for any damage caused by the use of unreported connection points, or connection points not installed at the instance of the organiser.
- (6) The organiser cannot be held liable for any interruption of, or fluctuations in, the gas, water or electricity supply.

#### 4. Service folder for exhibitors

Together with the admission certificate, the exhibitor will receive a service folder which contains all relevant information in respect of technical guidelines; technical equipment level; installation; stand setup, layout and equipment; insurances; PR work; catalogues; room reservation and other services provided by the organiser, as well as the required forms.

### IV. General provisions

#### 1. Contract alterations

If the event has to be relocated for important reasons in terms of time or place, the exhibitor's registration shall also apply to the new date or place if the organiser's notification is not objected to in text form within one week of receipt.

#### 2. Compensation for premature termination of the contract

If neither of the contracting parties is responsible for premature termination of the contract (e.g. in the event of force majeure or changes for good cause), the organiser's claim shall be reduced to a compensation to be determined pro rata temporis. To determine this, the agreed compensation shall be divided by 12 (= the number of months used to prepare and stage an event) and multiplied by the number of months or part thereof that lie between the commencement of the contract. If this results in an overpayment, this shall be reimbursed by the organiser within three weeks of receipt of a corresponding textual payment request from the exhibitor.

#### 3. Official permits, legal regulations

It is the exhibitor's job to obtain any required official permits. The exhibitor is also responsible for ensuring that the GEMA (1) regulations as well as trade, police, health and any other relevant provisions, and in particular the provisions of the equipment safety law, are adhered to.

#### 4. Concluding remarks

- (1) The mutual rights and duties arising out of this contractual relationship are subject to the law of the Federal Republic of Germany.
- (2) Should a provision of these terms and conditions for participation be invalid, partly or wholly the validity of the other provision shall be replaced by one that reflects the intended purpose.

#### 5. Place of performance and jurisdiction

The place of performance shall be Berlin. This also applies to the place of jurisdiction if the tenant is a registered trader or a legal entity under public law or has no general place of jurisdiction in Germany.

- (1) GEMA - Society for Musical Performing Rights and Mechanical Reproduction Rights

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