

# General Terms and Conditions of Business for Exhibitors V2.1

## Article 1 - Application

- (1) These conditions apply to the contract between us as Organizer and you as Exhibitor.

Our contacts:

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- (2) Your deviating general terms and conditions of business apply only to the extent to which we have expressly agreed in writing.

## Article 2 - Conclusion of contract, object of the contract

- (1) The Exhibitor Contract comes into existence only by written agreement.
- (2) An offer made by us is a valid offer for the conclusion of a contract only if we have expressly referred to it as binding offer.

Unless otherwise agreed, a contract comes into existence only if we have accepted your offer. The acceptance period is 4 weeks, unless otherwise offered.

Our acceptance takes place by confirming an order. An acknowledgment of receipt, which you receive from the system within a few seconds and/or minutes following online booking, is not yet such confirmation of an order.

- (3) From a reservation or provisional entry you can derive no claim for participation, unless the reservation or provisional entry has been expressly accepted by us as binding.
- (4) From an Exhibitor Contract for an event no claim for participation in future or other of our exhibitions can be derived.
- (5) A claim by you for a specific stand area does not exist, unless expressly and bindingly agreed. There exists no such claim also in the event that you in the past were repeatedly allocated the same stand area.
- (6) Access to the event for exhibitors, including for erection and dismantling, is exclusively possible with a valid exhibitor pass. You are therefore obligated to order an exhibitor pass for every staff member working on the stand by name. You must bindingly inform us of the name of every member of the stand personnel at the latest 4 weeks prior to the begin of the event; in an individual case, the registration may be supplemented on location. The exhibitor passes are non-transferable.
- (7) You are obligated to observe the instructions of the event site regarding safety, fire protection and hygiene, which you hereby recognize as binding. In an individual case, the guidelines of the event site have priority.
- (8) In all other respects, the general terms of business, technical regulations and safety regulations of the individual event site apply, which you recognize, submit to and accept and which you can obtain from us if required.
- (9) For digital events, Article 9a applies. In the event of a transformation of the face-to-face event into a digital event, or insofar as it has been agreed from the beginning that the event can/will be held completely or partly digital, Article 21 applies.
- (10) **Special regulations for infection prevention and civil protection:**

The hygiene rules in force at the time of the event and the requirements laid down by the authorities at the event location or event site apply.

Admission to the event site is contingent upon your, your personnel's and your agents' ability to fully adhere to and comply with these hygiene rules and requirements during your/their presence on the event site and that you will assist in adherence to the hygiene rules and requirements.

We will be pleased to send you the hygiene rules and requirements upon your request. Please consider that these rules for the benefit of protecting the health and the population can be adjusted at any time - even at short notice prior to or during

the event - to the dynamic development of any and all occurrence of infection. Violations of the hygiene rules will result in exclusion from the event.

You are responsible that your employees or agents at work on location are fully informed of the hygiene rules and are instructed in their compliance.

You are obligated to retain or have retained, in conformity with data protection requirements, the contact data of all of your representatives and/or employees who were present on the event site from the very beginning of the event until 4 weeks after the end of the event and, upon request, send or have sent these data without delay to a competent authority.

These conditions apply by analogy to other protective measures which are required in the overriding interest of civil protection (e.g. counter-terrorism).

## Article 3 - Exhibitor fees / Terms of payment

- (1) The agreed costs and fees are payable in advance immediately following receipt of the notification and/or invoice, at the latest however prior to begin of erection, insofar as no different date of payment has been agreed. In case of default, we are entitled to claim default interest in the amount of 5%, as well as the actual damage incurred.
- (2) Authoritative for receipt of payment is the date the payment is received in our account.
- (3) If payment has not been received at the latest 4 weeks following invoicing and/or 8 weeks prior to begin of the event, we are entitled to make other arrangements for the use of the stand area; however, reserving the right to uphold our claim for payment.
- (4) Any costs incurred through payment/transfer of payment are borne by you.
- (5) The prices quoted are net prices plus the statutory value-added tax, if any, in euros.
- (6) The agreed exhibition fees are payable also if you do not occupy your stand and/or the area for reasons beyond our control and with the exception of force majeure. We may ask you for an explanation as to whether you still intend to occupy the stand and if we do not receive an immediate response we are free to dispose over the stand in another manner, or decorate the unoccupied stand. We can invoice you the cost for an adequate decoration. In case of allocation to a third party, we will reserve the right to claim the fee from you less the income from the third party, but plus the cost for the extra expenditure incurred by us.
- (7) We can increase the exhibitor fees in the following cases:

Case 1:

We can reasonably and proportionately increase the agreed costs retroactively if the costs for manufacture of the materials, the costs for materials, procurement costs, production costs, costs for wages and incidental wage costs, social contributions and/or energy costs, environmental charges, costs due to currency regulations, costs due to changes in in customs duties, freight costs or public levies (factors) increase and if these costs directly or indirectly affect our contractually agreed service performances and if between conclusion of the contract and delivery of the goods and/or the service rendered more than 4 months have passed.

Case 2:

We can adjust the prices also within a period of less than 4 months if any of the following prerequisites are satisfied: The increase in prices was not foreseeable by us at the conclusion of the contract and was triggered by serious national or international smoldering crises and if earlier procurement to the price offered was not possible, unreasonable or not customary in the industry. If the increase in price has the effect that the entire contract is to a not considerable extent no longer economically or reasonably viable, you and we are obligated to attempt to mutually agree on an adjustment of prices or services. If this is not successful, Article 18 is applicable.

Case 3:

The regulations set out in case 2 are applicable by analogy in the event of security incidents (e.g. serious threats, unrest, demonstrations) which require security measures. The need and legitimacy of cost increase is refutably presumed if the police or police authorities or independent security experts recommend or require such measures; conversely, the need and legitimacy is not precluded if there should be no such recommendation or requirement. This applies, by analogy, to measures concerning life, body and health.

#### Article 4 - Stand area and award

- (1) We can allocate the areas at our own discretion, a claim to a specific area exists only if this has been expressly, bindingly agreed in writing.

The use of the stand area assigned to you is subject to the condition that the exhibition stand, its content, the goods presented there, the type of presentation and the personnel do not disturb third parties, in particular other exhibitors, and if not in keeping with the purpose of the event and provided that no goods or services are presented that violate the rights of third parties (e.g. trademark rights.) As the least severe measure we can have such goods or services or objects removed from the stand at your expense, in the case of more severe violations (e.g. in relation to the total number of goods/services and objects, where extraordinarily high values are in dispute or in the case of repeated unauthorized presentation we can close the stand and/or revoke permission of its use.

- (2) We can relocate the stand area, unless bindingly agreed, provided such relocation is not unreasonable to you and provided it does not impair the purpose of the contract. Insofar as changes are necessary, owing to unforeseen events (e.g. force majeure), it is agreed that changes and adjustments to stand areas and sizes are always regarded as less severe means for cancellation/termination (compare Article 21 sub-clause 1) and that both parties to the contract will first try to bring the need for such action in line with the purpose of the contract.
- (3) Letting third parties have the use of the area assigned to you by you yourself is permitted only by prior, express agreement in writing by us. You will be responsible that any such third party accepts our conditions and adheres to them. Our agreement releases you from the rights and obligations stated herein only provided we have expressly agreed to it in writing. This applies in particular for sub-exhibitors who only with our prior agreement and by paying the agreed fees have a claim to their name being mentioned in the lists of exhibitors.

#### Article 5 - Our services

- (1) The scope of our services is specified in the individual contract and/or your online booking and the services specified therein. Unless otherwise provided, we will only make available to you an empty area on ground level on the event site.
- (2) We can substitute individual services by similar services insofar as they are reasonable to you and do not impair the purpose of the contract.
- (3) Services not used by you will not result in a reduction of the agreed exhibition fee.

#### Article 6 - Services and obligations of the Exhibitor

The following applies in general: any failure by us to control, punish or take action will emphatically not result in toleration of any violations of these GTC and agreements and therefore also not in any claim for continuation and/or protection of the status quo, illegal actions or otherwise regulatory offense or acts of non-compliance.

- (1) You undertake and unless otherwise agreed to do the following:
  - a. Pay the exhibition fee and additional costs, if any.
  - b. Erect, operate and dismantle your own stand area.
  - c. Dispose of your own rubbish.
  - d. Clear away your own packaging and promotional material.
  - e. Operate your own stand area, with your own personnel, in accordance with these conditions.
  - f. Bring your own promotional material.
  - g. Meet all of your payment obligations, e.g. GEMA, artist's social insurance (e.g., Künstlersozialkasse), permissions etc.
  - h. Observe these general conditions.
- (2) You bear all costs incurred by your services.
- (3) You have to present and operate your presentation stand/area in such a way that it does not exceed the area allocated to you and does not interfere with or impair other (co-) exhibitors.
- (4) You are obligated to keep your area clean and tidy at all times.
- (5) You must staff your area for the entire duration of the event both with knowledgeable personnel and with the (promotional) materials and goods you have registered completely and at all times.
- (6) You must operate your stand area up until the official end of the respective event days. Dismantling or leaving your stand before the end of the event will be permitted only with our consent and for important reason.

- (7) You may offer only the services, products and goods for which you have registered.
- (8) Co-exhibitors or partner companies (collectively referred to as co-exhibitors) represented by you may be featured only in the interior of the stand without paying a co-exhibitor fee. The interior of the stand does not include the fascia board, external wall areas, if any, or the front side of a counter, if any. In these areas, only co-exhibitors may be featured for which a co-exhibitor fee has been paid. Such co-exhibitors will then also be listed in print and online with the same stand number as allocated to you, the main exhibitor.
- (9) You yourself are responsible for equipping the stand, insofar as not otherwise agreed.
- (10) You yourself are responsible for operating your stand. Acceptance or inspection, for example by us, the fire department or the office of public order, does not release you from your responsibility.
- (11) The location of the stand and its size may not be altered or extended.
- (12) Any activities by you or your representatives outside your stand (e.g. advertising) is permitted only with our prior express written consent.
- (13) You may engage in any kind of advertising at the event outside your stand only with our prior express consent. The distribution of flyers and similar materials is generally forbidden.
- (14) You and your staff and/or your authorized personnel, while working or before starting to work, must be able to properly look after the stand and follow safety instructions at all times during their presence on the exhibition grounds, even when they have consumed alcohol.

If you offer your visitors beverages, we may charge you a reasonable "corkage fee" or a fee in accordance with the requirements of the event site, which will charge us the corkage fee to make up for the loss of income there.

- (15) Drones or unmanned air vehicles may not be operated on the exhibition grounds and its environment of up to 500 meters around the boundaries of the grounds without our express prior written permission. Any permission granted by us is subject to approval of the authorities, if any, for the obtaining of which and the costs you are responsible.
- (16) You are obligated to follow our instructions and/or the instructions of our security personnel. Claims against us arising from these are excluded, insofar as we are not responsible for the need of the instructions.
- (17) We and our authorized personnel have the right to enter the stand and all ancillary areas to control adherence to the agreements and regulations.
- (18) Delivery and collection of goods and vehicle access of any kind to the stand may take place only outside the opening times of the event. No motor vehicle or similar means of transport may be used for any additional deliveries that may be required during opening times. In any case, any and all legal traffic regulations must be observed as well as the specifications of the operator of the event site, if any.

The event site must be informed in advance of any deliveries and temporary storage of exhibition stands, exhibition materials, materials (prospectuses or similar) etc. to be expected before you erect your stand and must be provided with clear indication to the event. Deliveries are possible at the maximum 2 days prior to begin of the event. Earlier deliveries are possible upon prior agreement with the event site and/or us against payment of an additional charge. Conclusion of a custody contract in accordance with Article 688 BGB (German Civil Code) is emphatically excluded.
- (19) **Sales and advertising:**
  - a. You may approach visitors only on your own stand.
  - b. Prospectuses, printed materials and the like may be displayed only on your own stand.
  - c. Collection of signatures is also only permitted on your own stand.
  - d. Advertising by loudspeaker and piped-in music or the use of acoustic devices is permitted only with our prior express written agreement and only to the extent this does not disturb adjacent exhibitors. An already granted permission may be limited and/or withdrawn and forbidden for any valid reason. When in doubt, you must follow a limitation or prohibition immediately, even if the validity of the limitation or prohibition cannot be clarified on site.

**(20) Operating times, erection and dismantling:**

- a. The operating times of the stands correspond in doubt with the opening times of the event, of which you will be notified in detail in advance.
- b. During operating times, the stand must be adequately staffed with knowledgeable personnel.
- c. We will notify you in advance in detail of the times allowed for erection of the stand and/or erection takes place as per agreement and must in any case be completed prior to the beginning of the event.
- d. Driving over the exhibition grounds during opening times is forbidden.
- e. We will advise you in advance in detail of the times for dismantling the stand and/or dismantling takes place as per agreement; relevant for timely dismantling is swept-clean handover to us.
- f. You are responsible for and guarantee that all of your employees and agents wear safety vests during erection and dismantling insofar as regulations by the event site or the authorities require this.
- g. Gluing objects onto columns, walls, canvasses and mirrors etc. is forbidden throughout the event site.
- h. Driving nails or deco-pins into columns, drapes and walls is forbidden.
- i. Placing or leaning objects onto walls, columns and mirrors is forbidden.
- j. Tapes for fixing-in-place cables or attaching posters etc. to rented stands must be removed without leaving any residues, otherwise you may be charged for any damage caused.
- k. Dismantling work must be completed within the agreed period of time. Exhibition stands, exhibition objects or other materials must be removed immediately after the end of the event and the area used by you handed over swept clean; intermediate storage (e.g. over the weekend) is possible against payment. The same applies to intermediate storage of any transport containers during the event. A possible alternative is storage in a separately rented storage room. The entering into of any safekeeping contract in accordance with Article 688 BGB (German civil code) is expressly excluded.

**(21) Parking facilities / Deliveries / Driving on the exhibition grounds:**

- a. Driving on the exhibition grounds is permitted only with our prior explicit consent. Parking on the exhibition grounds is prohibited.
- b. We will advise you in advance of the times for deliveries outside the event times.
- c. Vehicles that are allowed to travel on the exhibition grounds must leave the exhibition grounds immediately upon completion of the loading and/or unloading process.
- d. Insofar as passage permits are required, these must be completed and displayed clearly visible in the vehicle. For this, we need to be notified of the data of the vehicle.
- e. Vehicle traffic on the exhibition grounds is permitted only at walking speed.
- f. Vehicle maneuvering, in particular reversing, is permitted only in the presence of personnel for direction or reversing camera and/or by using the utmost care and with the radio switched off and open window.
- g. Vehicles and auxiliary vehicles (e.g. including stackers) may be used on the exhibition grounds only within the scope of appropriate use.
- h. Driving over green areas and unpaved paths is not allowed.
- i. Any exemption permits that may be required (e.g. at a weight of more than 7.5 tons, for traveling on Sundays etc.) you yourself must apply for and pay and present us with proof thereof.
- j. You are generally responsible for transporting your own materials within the event site. You yourself must bring trolleys and handcarts for transport within the building on site or rent them from the event site at an extra fee and you may use these only for the intended use. You together with the operator of the means of transport will be liable for any damage caused to floors, walls etc.

**(22) Electric power supply:**

- a. We will ensure the agreed upon electric power supply on the event site. In exceptional cases, the supply station may be located up to 50 meters from the exhibition stand. The relevant connecting cables must be provided by you.
- b. You are responsible for faultless sub-cabling to and in the stand.
- c. You may use only connecting cables and connecting devices in compliance with DIN-VDE standard and/or local regulations.
- d. Should your electric power requirements exceed 16A/3kW, you require an own calibrated electric meter or rent one from us against cost reimbursement (see price list.)
- e. In case of power failure or other problems, because the applied for connecting values are too low or the failure was due to defective or untested material, we will invoice you the costs for the services of an electrician and the costs of consequential damage.  
You will be invoiced the electric power consumed by you together with the connection fees and other additional costs, insofar as your power requirements exceed 16A/3kW (see letter d.)

- f. In the event that technical faults of your devices cause problems in the power network or if their operation threaten the safety of visitors, personnel, participants or the environment, we can require you to stop continued use of these devices.

**(23) Environmental protection:**

- a. Any trees, shrubs and green areas that may exist may not be damaged.
- b. A distance of at least 1.5 meters to the trees must be kept.
- c. Lashing belts, earth nails, nails etc. may not be driven into or on trees or roots.

**(24) Safety of the stand:**

- a. You may use exclusively electrically powered heaters etc. The use of gas-operated devices as heaters is forbidden.
- b. You must observe the regulations of the building law as well as all other regulations for setting up, operation and dismantling.
- c. Any acceptance or inspection of your stand by us or by third parties does not release you from the obligation to ensure the safety of your stand on your own authority and on your own responsibility.
- d. All equipment and structures must be adequately wind-proof and/or must be dismantled and/or secured early in case of wind.
- e. We may at any time require proof of the stability (in particular of the structural design.) If such proof is not presented or in the event that experts authorized by us have serious doubts about any structures or exhibits or their stability we may require dismantling and/or removal or closing down.

**(25) Safety / fire protection:**

- a. Escape routes, safety facilities, fire protection devices (e.g. fire extinguishers, hydrants) may at no time be totally or partly obstructed, blocked by vehicles, covered or their function otherwise impaired or misappropriated.
- b. All stand components/materials must satisfy the safety and fire protection regulations and/or the DIN standards and must be fire-resistant. Confirmation of fire resistance and/or impregnation in accordance with the regulations must be held in readiness at any time.
- c. Flammable materials must be kept at such a distance from sources of ignition, such as spotlights, that they cannot catch fire.
- d. The use of gas/liquid gas is permitted only subject to prior written announcement. Authoritative and to be adhered to is the code of practice on the use of liquid gas, which is attached to the contract and which must be observed even in the event that it is not enclosed.
- e. Balloons or objects filled with gas other than air may be used only with our prior written consent. Our consent, however, is always given subject to any required official permission, for the obtaining of which and the cost you are responsible.
- f. Suitable fire extinguishers in sufficient number must be kept on hand to the extent required by the event site. The existence of the fire extinguishers will be verified by us prior to the beginning of the event; you are responsible for the functional condition irrespective of such verification.
- g. For special protection, all heat-generating and heat-producing electric devices (e.g. hot plates, spotlights, transformers etc.) must be affixed to non-combustible, heat-resistant, asbestos-free supports. An adequate distance to flammable materials, as required depending on the heat generation of such devices, must be ensured.
- h. Lighting fixtures may not be attached to decorations or similar. UV lamps of type UV-B and UV-C may be used only on devices intended for their operation.
- i. Storage of packaging material and other flammable waste is not allowed.
- j. Use of open fire (e.g. candles) on the stand is forbidden.
- k. Pyrotechnical products are forbidden on the exhibition grounds.
- l. You must guarantee that in case of defective operation and for any rectification that may be required, the necessary material for repair can be obtained within a short time.
- m. The presence of a person authorized by you to give instructions on site is of great importance also for ensuring the safety of the event and must be guaranteed by you.

**(26) Cleanliness / Waste disposal:**

- a. You undertake to avoid waste to the greatest extent possible.
- b. The stand and its surroundings must be kept clean at all times. You must clean the area around the stand, especially at the end of an event day, and, if required, remove any waste that may have accumulated on the seating in front of it.
- c. Waste must be collected separately.
- d. You are obligated to place any and all waste from production (in particular food waste) in separate waste containers. If the waste containers made available to you are inadequate for this, you must order adequate waste containers from us or from third parties.

- e. We provide a sufficient number of waste containers for visitors on the event floors (so-called festival tons.) These you may not use for disposing your own waste.
- f. Special waste, e.g. grease residues, must be disposed of by you yourself in the correct manner.
- g. You must leave the area of your stand in good and broom-clean condition. Any incompletely cleaned stands, remaining parts of the stand and packaging material etc. will be removed at your expense.

#### **Article 7 - Security**

- (1) We provide only general supervision on the event area.
- (2) You yourself are responsible for securing and/or insuring your furniture, the objects used by you and the objects we make available to you (e.g. tents.)
- (3) If you would like to supervise your stand or your equipment outside the opening times yourself, you must order this from us and/or notify us. In such case we or the personnel authorized by us have the right to access your stand at any time.

#### **Article 8 - Safety**

- (1) You and we agree that the regulations concerning the safety of visitors, participants, employees and all other persons participating in an event are of the highest priority and must be strictly observed. This includes in particular accident prevention regulations and occupational health and safety regulations. This applies also when the contractual partners conduct their actual business in a different state territory outside the Federal Republic of Germany in which no or no comparable protective provisions exist.
- (2) You support us in implementing and enforcing the safety concept. You instruct your personnel and your service providers in the proper implementation and enforcement of the safety concept or the parts thereof concerning you and participate in exercises and meetings, if any, on this.
- (3) Imposed or generally recognized hygiene rules relating to infection and health protection must be absolutely adhered to at all times.
- (4) You will also obligate service providers, in particular sub-contractors, commissioned by you to adhere to these regulations.

#### **Article 9 - Use of trademarks, symbols, copyrights etc.**

- (1) Both parties to the contract undertake and agree that the respective other party to the contract may make public use of names, works, titles, symbols and trademarks (in the following referred to as symbols) for fulfilling the contract and obtain for this a simple user right.

For conducting the event and for implementing the services, both parties to the contract make available to each other the for this purpose required rights on the symbols at no cost and guarantee that these are free from the rights of third parties.

The contractual party that uses a symbol in accordance with the terms of the contract obtains no rights on such symbol beyond the terms of this contract.

Both parties to the contract also undertake not to register or have registered the existing symbols in other countries or to use or let them use in order to generate rights to them.

Both parties to the contract undertake and agree not to attack or have attacked already existing protective rights and/or symbols of the respective other party.

- (2) Insofar as the parties to the contract in the future obtain joint rights on a symbol, the above sub-clause 1 applies accordingly, provided that both parties to the contract are equal rights holders.

Both parties to the contract undertake and agree to abstain from registering or have registered the existing symbols in Germany or in any other country or to use them or have them used for generating rights there, also after the end of the contract. Registration may take place jointly and/or under separate agreement.

- (3) Insofar as the parties to the contract or rights holders of a symbol from a legal point of view or from the point of view of corporate identity attach specific requirements to such symbol, this must be made known to the other party to the contract in advance.
- (4) Pledging of license rights in this contract is excluded.

- (5) Documents, graphics, tables, drawings and sketches and other objects created by a party to the contract will remain this party's property, to the extent that a transfer of property is not object of the contract.

#### **(6) Obligation to indemnify:**

You are obligated and agree to defend and indemnify us from any and all claims of third parties insofar as claims arise from any violation on your part of one of the regulations agreed hereunder, agreements under an individual order, a subsequent agreement or any other regulation or based on any other illegal behavior on your part. This obligation to indemnify applies also within the scope of statutory limitation after the end of the contract, if the claim is made after the end of the contract. This applies also in the event that the contract was terminated prematurely due to force majeure or other events.

#### **Article 9a - Hybrid or digital events**

- (1) If the event takes place entirely or partly digital and if you are given the opportunity to present yourself digitally, you undertake and guarantee that the relevant and necessary rights for any and all contractual utilization by us are granted us. This applies also insofar as general rights of privacy and/or personal data of your employees or agents are concerned.
- (2) In addition to our conditions, the conditions for utilization of our service provider, the company meetyoo conferencing GmbH, Friedrichstrasse 200, 10117 Berlin, Germany apply as well. The conditions for utilization are linked in the registration form. With your registration you also bindingly agree to these conditions for utilization. In case of a possible collision of the GTC of the company meetyoo conferencing GmbH with our GTC, the GTC of the company meetyoo conferencing GmbH have priority with regard to the technical implementation.
- (3) We are authorized to exercise domiciliary rights also for the digital event.
- (4) Duration of contract and termination of the ICCX digital 365 event:
  - a. Your stand booking for the ICCX digital 365 is a subscription for 12 months.
  - b. You can terminate your subscription at any time in writing (e.g. by email) after the minimum duration of the contract of 12 months.
  - c. Your subscription automatically renews by additional 3 months, unless terminated by you no more than 3 months before expiry of the respective subscription.
  - d. Following initial setup of your stand, any request for changes must be submitted by you at the latest 30 days prior to the next Live Days, these changes are fee-based.
  - e. We are entitled to terminate the digital event at any time, i.e. also prior to expiry of the respective 12 months. In such a case the exhibition fee will be reduced to the time during which the event actually took place; i.e. any possibly already paid fees for the prematurely terminated period will be refunded to you.

#### **Article 10 - Confidentiality / Secrecy**

You are obligated to use the contents of this contract exclusively as provided for in this contract and in all other respects maintain secrecy, also after the end of the contract.

#### **Article 11 - Recording the event**

- (1) We are entitled to take photos and/or make video recordings at the event, giving due consideration to the privacy rights of guests and the rights of third parties, and to use these for reference and for our own advertising purposes, unless you expressly object to this in advance for important reason. We are in any case entitled to make recordings for documentation and evidence purposes.
- (2) You are obligated to enter into agreements with other participating rights holders from your sphere of influence, in particular employees and sub-contractors, to the effect that we are permitted to record presentations and services in accordance with sub-clause 1.
- (3) You may make recordings of the event only with our prior express agreement. If we have agreed, you yourself are responsible for observing the rights of third parties (e.g. owner of buildings, visitors etc.)

#### **Article 12 - Data protection**

- (1) **Your employees or sub-contractors: utilization of the data / dissemination of our data protection information:**

You are obligated to pass on the data protection information that we inform you of as your contractual partner also to the **responsible persons and contact partners and sub-contractors to be named by you** so that they are also informed of our data processing procedures in connection with the contract and the data protection measures taken.

(2) **Additional agreements relevant to the data protection law:**

Insofar as necessary, you and we will enter into agreements with respect to data protection, based on the EU General Data Processing Regulation (GDPR) and the German Federal Data Protection Act (BDSG) (e.g. a contract on joint responsibility in accordance with Art. 26 DSGVO or a data processing agreement in accordance with Art. 28 DSGVO), also after conclusion of the contract.

**Article 13 - Obligation to indemnify by you as Exhibitor**

- (1) You are obligated to hold us free and harmless from any and all claims and costs of third parties insofar as such claim arises from a violation on your part of one of the regulations agreed hereunder, agreements in an individual contract, from a subsequent agreement or a legal or other regulation or any other illegal behavior.
- (2) This obligation to indemnify applies within the scope of the legal statute of limitation also after the end of the contract, if a claim is made only after the end of the contract. This applies also in the event of any premature termination of the contract due to force majeure or other events.

**Article 14 - Contractual penalty**

- (1) You are obligated to pay an appropriate contractual penalty for any instance of culpable violation of the contract. In such case, we can determine the amount of the contractual penalty at our own discretion, the appropriateness of which, in the event of dispute, can be reviewed by the competent court at our place of business.
- (2) Any possible claim for damages over and beyond this is not affected by any such contractual penalty.
- (3) This obligation for contractual penalty, within the scope of the legal statute of limitation, continues to apply also after the end of the contract, if the event that gives rise to the contractual penalty occurs or is known to us only after the end of the contract. This applies also in the event of premature termination of the contract due to force majeure or other events.

**Article 15 - Warranty and liability by you as Exhibitor**

- (1) For our warranty claims against you, the legal provisions of the contract for work and services apply.
- (2) Within the scope of your legal duty of care in accordance with Article 278 BGB (German Civil Code) - you are liable also for culpable actions of persons who, acting on your instructions, come into contact with any object of the contract (e.g. your employees, the guests you invited, customers or tradesmen engaged by you, carriers, technicians) insofar as these persons did not cause the damage only during their possibility to access the object of the contract and/or fall under our sphere of responsibility.
- (3) You bear the burden of proof that the person who has caused the damage does not fall under your duty to exercise proper care in accordance with Article 278 BGB (German Civil Code.)

**Article 16 - Liability for your sub-contractors**

- (1) If a sub-contractor engaged by you causes damage, it is at our discretion whether we first take action primarily against you or against such sub-contractor.
- (2) In such case you are obligated to provide us with this sub-contractor's address of service, cede all your rights and/or claims against this sub-contractor to us and provide us with all of the required documentation and information for asserting all of our claims and provide us with the addresses of service of your own employees as witnesses, insofar as possible.
- (3) However, we can at any time initiate claims against you, insofar as you as main contractor engaged the sub-contractor. In such case we are obligated to return the rights and/or claims originally ceded to you and return to you any original documentation you may have given us.

**Article 17- Our warranty and liability**

- (1) A warranty liability is excluded.
- (2) Liability without fault on our part in accordance with Article 536 section 1, 1st alternative BGB (German Civil Code), for defects that were incurred within the scope of rentals that already existed at the time the contract was concluded are excluded, provided we did not maliciously conceal them and if an essential contractual obligation (cardinal obligation) is involved. This limitation of liability applies, by analogy, also to our liability for reimbursement of frustrated expenditure.
- (3) The same applies to the right of reduction, which is also excluded. However, the exclusion of the right of reduction does not apply to defects that we have maliciously concealed as well as to defects on properties warranted by us. This exclusion, furthermore, does not apply to undisputed claims or judicially determined claims by the Exhibitor. A reduction is also excluded insofar as the Exhibitor is forbidden the right to enforce its claim by reducing the agreed price by way of deduction. The Exhibitor itself can/must assert its claim for any possible claims for repayment in accordance with Article 812 BGB (German Civil Code.)
- (4) A liability for any possible defects to the object of the contract prior to conclusion of this agreement is excluded, unless the defects were maliciously concealed by us or are material defects intentionally caused or resulting from gross negligence by us, our employees or agents or if damage to the life, body or health are concerned for which we, our employees or our agents are liable.
- (5) We assume no liability for any objects brought by you onto the event site, unless otherwise agreed in sub-clause 6. Any such objects are stored on the event grounds at the risk of the Exhibitor.
- (6) Article 539 sub-clause 1 BGB (German Civil Code) is excluded.

- (7) We are liable for property or pecuniary damage caused to you by us or our agents due to slight negligence only in case of violation of an essential contractual obligation, the fulfillment of which was necessary to enable proper execution of the contract and adherence to which you may regularly trust. This liability is limited to the amount of the predictable damage at the time of the conclusion of the contract and the typical occurrence of which must be expected.

We are liable for property or pecuniary damage caused to you by us or our agents due to gross negligence or intentionally.

We assume unlimited liability caused by us or our agents to life, body and health, i.e. for any kind of negligence and for intention. The limits to the liability in sub-clause 6 do not relate to your claims arising from product liability and elements which are subject to mandatory legal liability.

**Article 18 - Duration of contract and termination**

- (1) The contract is concluded solely for the concretely agreed event and ends after the contractual relationship between us and you is completely wound up.
- (2) **Termination due to force majeure or as a result of external events**

We can terminate the contract due to an increased and/or unforeseeable dangerous situation. This applies also and in particular if:

- a. it can be assumed that due to actions, presentations and measures that take place in the course of the event without our input and which are directly related to political processes in Germany and/or abroad and in the process opinions are or will be discussed and/or voiced that are not compatible with the basic democratic values and/or the Constitution of the Federal Republic of Germany and/or the Organizer's country of residence and/or the country in which the event takes place and/or negatively affect the peaceful coexistence of the people in Germany or the Organizer's country of residence or the country in which the event takes place,
- b. the local authorities and the police, based on concrete evidence, are unable to maintain public safety and order and the Organizer's and/or the Exhibitor's continuation of the contract can for that reason not be reasonably expected.

**Consequences for reimbursement and payments:**

In the event of termination due to the above-stated cases, both sides have no claims against one another; already performed services, for example, are reversed in

accordance with Article 346 BGB (German Civil Code.) We can charge services that we have already performed on the reasonable expectation that the event is held in accordance with these GTC and the contract already concluded with you as Exhibitor, insofar as we cannot use them otherwise or maliciously refrain from using them otherwise, insofar as the event has not yet begun, however, at a maximum of 30 % of the agreed exhibition fee. You and we both have the right to proof that the amount is to be rated adequately higher or lower. It is - for you and us respectively refutably - assumed that the reduced fee payable is then 10 % of the agreed exhibition fee.

In case of force majeure, Article 20 has priority.

**(3) Termination by us for important reason:**

Furthermore we have the right to terminate the contract for important reason, in particular when:

- a. the prerequisites for admitting you as Exhibitor do not or no longer exist and cannot not be re-established in time for the event and also not finally ensured re-established,
- b. you are violating these conditions and the violation cannot be discontinued or not discontinued in time for the event and also not finally discontinued and/or final elimination ensured,
- c. there is an important reason why further cooperation between you and us can no longer be reasonably expected from us and the reason cannot be discontinued or not discontinued in time before the event and also not finally discontinued and/or eliminated,
- d. you offer goods or services that are not approved,
- e. you did not erect or prepare and/or occupy your stand area at the latest 1 hour before the begin of the event (lead time), insofar as no other lead time has been agreed,
- f. payments due were not paid or not paid in full by you,
- g. you have failed by the requirements imposed by the authorities.

Prior warning or setting a period of grace etc. is required only when stopping or non-occurrence of the reason for the termination is ensured and continued adherence to the contract on our part is reasonable and on condition that you pay all additional costs incurred by us through the warning and/or the setting of a period of grace and all other measures in advance or provide us with an unconditional security to this effect.

**Consequences for reimbursement:**

In case of such termination, you owe us the agreed fee and reimbursement, less expenses saved, if any, and less the income we may be able to generate through reassignment to another exhibitor. If the contract is terminated within 2 weeks before the event it is refutably assumed for you and us that 90 % of the agreed fee is reasonable, within 1 week before the event or during the event 95 %.

**(4) Termination by you for important reason:**

You may terminate the contract without notice if, considering all circumstances of the individual case and under due consideration of the interests of both parties, a continuation of the contractual relationship up to completion of the services or to the agreed conditions cannot be reasonably expected of you due to any behavior on our part. In all other respects, the regulations on force majeure apply.

**Consequences for reimbursement:**

In the event of termination for important reason, the agreed fee is to be reduced except for the part that you can otherwise make use of and/or which was already of use to you.

**(5) Miscellaneous on termination:**

In addition, for digital events, the termination regulations in Article 9a sub-clause 4 letters c and e apply.

Termination in all other respects is excluded.

In the case of recurring individual orders, non-award of an individual order is equal to termination of the framework contract. In the case of recurring individual orders, the termination conditions named here apply correspondingly.

**Article 19 - Cancellation**

- (1) If you would like to cancel the contract for a reason for which we are not responsible and that is not based on force majeure (cancellation), this is basically possible. But you must expressly inform us of this in writing.

In that case we can, owing to the fact that experience has shown that it will no longer be possible for us to let the areas otherwise, if the cancellation was at short notice and we may not be able to cancel services booked by us, we can charge you the costs based on the following provision, unless we agree with you otherwise.

The relevant time is the time at which we received your cancellation.

**(2) General:**

We can either claim the concretely agreed amounts, less expenses saved, or charge you the costs incurred by us and lost profits based on a flat rate. In that case, the following flat rates apply:

If we choose the flat rate, you have the possibility to prove that we have incurred no loss or only slight loss. In that case you must reimburse us only the lesser amount, instead of the flat rate.

- a. When requesting cancellation of the contract up to 6 months before the planned event, 20 % of the agreed exhibition fee (total amount);
- b. When requesting cancellation of the contract from 6 to 3 months before the planned event, 35 % of the agreed exhibition fee (total amount);
- c. When requesting cancellation of the contract less than 3 months before the planned event, 50 % of the agreed exhibition fee (total amount);
- d. Beginning at 4 weeks before the planned event, 90 % of the agreed exhibition fee (total amount.)

**Services that we ourselves provide:**

If provision of additional services is (also) agreed and if these services are not included in the flat rates, the following applies:

Insofar as we owe a specific success (within the meaning of a contract for works and services in accordance with Article 631 BGB (German Civil Code)) the following applies: We are entitled to claim the agreed payment, but must accept deduction of the costs saved due to cancellation of the contract or by what we gain by making other use of our work or maliciously fail to gain. It is refutably assumed that we are entitled to 10 % of the agreed payment of that part of the works that we have as yet not provided.

Insofar as we owe only the proper performance of a service (within the meaning of a service contract in accordance with Article 611 BGB (German Civil Code)) the following applies: We can charge the actually incurred expense, the same as the actual wages we have to pay due to the cancellation insofar as the employees scheduled for fulfilling the contract cannot be deployed otherwise or otherwise possible and reasonable deployment is maliciously refrained from.

**(3) Third-party costs of our service providers:**

If you choose the flat rate, you must reimburse and/or pay the third-party costs incurred by service providers commissioned by us (their cancellation costs, if any, or, e.g., in expectation of conducting the event, rented lighting or sound engineering, requisitioned external staff, catering ordered etc.) claimed from us or directly from you, insofar as these services were not included in the agreed exhibition fee, as food turnover, as conference package and/or in our services and therefore included in the above-stated calculation, for which we have the burden of proof, less any expenditures saved, which you must prove.

We are not obligated to negotiate cancellation conditions with our service providers or to delay commissioning with a view to any possible cancellation, unless expressly instructed by you; in which case you assume all risks that may be incurred due to such delay.

**(4) Exercising and changing the right of choice:**

We can exercise the right of choice for as long as an agreement or until an enforceable court decision on the procedure has been obtained. That means also that we may change the choice "flat rate" to the choice "concrete calculation" until no agreement has been reached on the flat rate or an enforceable court decision obtained, the same applies vice versa.

**Article 20 - Force majeure and (partial) non-conduction of the event**

- (1) In case of force majeure, which leads to cancellation, break-up or interruption of the event (e.g. because the lessor is unable to let us have the use of the hall or if the event may not take place without our fault), we are released from our obligation to perform - as far as reasonable to you, also partially with respect to the affected part (Article 275 sub-clause 1 BGB (German Civil Code.) Insofar as we are not required to perform, our claim for counter-performance also does not apply (Article 326 BGB (German Civil Code.))

However, we can claim and/or retain that part of the agreed exhibition fee that corresponds to the by us already provided contractually agreed services in justified expectation of conducting the event, insofar as we cannot make use of these otherwise and which we justifiably deemed to be required, insofar as the event has not yet begun, at the most however 30 % of the refutably agreed exhibition fee. You and we respectively have the right to prove that the amount should be set reasonably higher or lower. It is - for you and us refutably - assumed that the reduced fee payable is then 5 % of the agreed exhibition fee.

We can proportionately invoice actually provided advertising services and other services rendered in accordance with the foregoing paragraph.

If allocated to all exhibitors, this takes place proportionately based on the size of the stand.

In all other respects, services provided are to be reversed in accordance with Article 346 BGB (German Civil Code.)

We are entitled to suspend the reversal by the period necessary for clarifying the overall calculations, including the composition, and of all cost items. Insofar as less than 50% of these cost items need to be clarified, we will carry out the reversal of the remaining part.

You have a claim for requesting information on our efforts regarding the composition and clarification, which we can also provide by way of confirmation and/or confirmation of an attorney-at-law or auditor.

Insofar as we are reimbursed at a later date by service providers for payments already made (e.g. lessors of the location, exhibition stand contractor etc.) and if we receive these payments unconditionally and irrevocably and thereby reducing the loss, these payments received at a later date must be proportionally set off from the retained and/or demanded exhibition fee. We are entitled to deduct from these payments our expenditures incurred (e.g. including attorney fees.)

As proof of the payments made by us in this connection and which result in a reimbursement liability on your part, a confirmation by an attorney-at-law or auditor is sufficient proof for their correctness. Presentation of proof is not owed.

Claims for damages, loss of profit, claims for compensation for wasted expenses or similar are precluded, insofar as the cancellation or break-off was not caused by us grossly negligently or intentionally.

These consequences result also if impossibility in accordance with Article 275 sub-clause 2 or sub-clause 3 BGB (German Civil Code) applies.

- (2) Orders for discontinuation or stopping from authorities, the police or a court of law correspond to force majeure in sub-clause 1 unless one of the parties to the contract has culpably caused the imposition of such orders.
- (3) It is understood to be agreed that recommendations from the government (federation, state, municipalities, townships, ministries, police, criminal police, administrative agencies, federal agencies or federal institutes, land offices or land institutes, the Robert-Koch Institute or similar to not conduct the event (e.g. owing to pandemic spreading of a virus or terror warning), correspond to a force majeure within the meaning of sub-clause 1.
- (4) It is understood to be agreed that force majeure exists also when conducting the event due to more stringent requirements imposed by the organizational/administrative units stated in sub-clause 3, insofar as we are not responsible for them, would place an unreasonable financial burden on us. In such a case we can invoke force majeure in accordance with sub-clause 1. It is understood to be agreed that force majeure exists also if the more stringent requirements imposed by the bodies named in sub-clause 3 or the event site or recognized trade associations, insofar as we are not liable for them, necessitate expenditures which, taking into account the content of the obligatory relation, are in major disproportion to your interest in performance. In such case we can invoke force majeure in accordance with sub-clause 1.
- (5) It is understood to be agreed that a governmental ban on conducting the event or a ban on the operation of the event site leads to force majeure and/or impossibility in the contractual relationship to you as Exhibitor.
- (6) It is refutably assumed that we can invoke force majeure within the meaning of sub-clause 1 if comparable events in the same or bordering constitutional state or regions are simultaneously called off and/or do not take place. It is also refutably assumed that we cannot invoke force majeure when comparable events in the same or in a bordering constitutional state or region are carried out at the same time.

- (7) In the interest of the health of the employees of both contractual partners, as well as the participants and contributors it is agreed that force majeure in accordance with sub-clause 1 applies also when a person indispensable for conducting the event exhibits disease symptoms that based on the specifications of the Robert-Koch Institute or another government agency require or recommend exclusion from the event for important reason and when this person cannot be reasonably replaced by another person (e.g. event manager or project manager.)
- (8) Insofar as you, your employees or agents scheduled for the erection of the stand or the operation of the stand do not appear and/or are unable to participate or banned from participation due to a government-imposed travel ban or residence ban or within the meaning of sub-clause 7 and if these cannot be reasonably replaced by other persons and the contractually agreed stand operation is therefore impossible or adherence to the contract not reasonable to you, you have the right to rescind the contract. If in other respects force majeure does not exist, you have a claim for adjustment of the contract in accordance with Article 313 BGB (German Civil Code.) If in other respects force majeure exists, the in each case applicable or legal provision takes precedence over your claim for adjustment.
- (9) If a not inconsiderable number of participants, exhibitors or other contributors cancel their participation and/or attendance by invoking an exceptional occurrence within the meaning of the above-stated sub-clauses, resulting in the loss of the distinctive character of the event, we are entitled to cancel the event with the effect in law of sub-clause 1.
- (10) It is assumed to be agreed that respect as the reason for cancellation is also a force majeure within the meaning of sub-clause 1. We can cancel the event for reasons of respect if conducting the event and/or continuation of promoting the event and/or individual promotional measures would be regarded by the public as lacking in respect; as evidence of lack in respect would be, for example, when a serious accident happens in the region in which the event takes place or something serious happens that leads to special reports broadcast on TV or radio, or to an order for flags to be half-masted or if events in the region are cancelled for the same reason. An evidence for such recognition is also when both parties to the contract would not have entered into the contract had they known of the event or would not in the same way have felt bound to the contract had they known of the event. If holding the event and/or if the continuation of advertising for the event and/or individual promotional activities are perceived as lacking in respect, we may cancel the event and/or offer you an alternative date; an indication for showing a lack of respect would be, for example, if a serious accident happens or a serious incident (e.g. armed national conflicts) which occurs in close timely correlation with the event in the municipality and administrative district of the event gives rise to special broadcasting on TV and/or radio, or if an order for flags to be flown at half-staff is issued or if a not inconsiderable number of other events in the municipality or administrative district are cancelled for the same reason. If the timely correlation extends and/or is limited merely to the promotional activities, the aforesaid applies by analogy, if this significantly impeded the sale of admission entitlements and if it is regarded as improbable that this sale can be made up after elimination of the impediments.
- (11) It is clarified that both parties to the contract, despite being aware that the contract was entered into during the Sars-CoV-2 pandemic, can invoke force majeure, on the ground that the basis of the contract and other legal or contractual conditions have ceased to exist. The same applies to other events that last for several weeks (e.g. spreading of pathogens, armed conflicts etc.)

#### **Article 21 - Transformation of the event into the digital form**

- (1) As a less severe means to cancelling the event due to an occurrence of an event within the meaning of Article 18 sub-clause 2 letters a and b as well as Article 20, we can reschedule the time and/or the location of the event, but are not obligated to do so.
- (2) If you do not rescind within 7 days following receipt of our second announcement (see sub-clause 6, the date an e-mail is usually received) the contract initially concluded is deemed as transferred to the digital format and is valid.

Deadlines that may have been agreed do not start anew.

- (3) The mutual contractual services are to be reasonably adjusted in the sense of Article 313 BGB (German Civil Code). The participation fee of an event completely transferred to a digital format is refutably assumed to amount to 20 % as the lowest limit and 80 % as the upper limit of the participation fee agreed for a face-to-face event.
- (4) We can make holding the digital event dependent on the registration of a sufficient number of exhibitors that do not rescind the contract to ensure the economic feasi-

bility of the event. The decision must be announced at the latest 2 weeks following the second announcement (see below).

- (5) Your attendance of the digital event is, by analogy, subject to the same conditions as these General Terms and Conditions of Business for Exhibitors.
- (6) The legal consequences can only take hold provided we meet the following prerequisites:
  - We inform you in writing of the new date and/or location.
  - We send you the information by e-mail and by post (the data in your registration and/or the last data used in our communication).
  - Between sending the first announcement (information by e-mail and post) and the second announcement (information sent once again by e-mail and once again by post) at least 3 days (Monday to Saturday) have passed.
  - In all (at least 4) notifications we draw express attention to the legal consequences.
- (7) If you expressly agree to the relocation, sub-section 2 applies by analogy.
- (8) If you rescind the contract or if the number of participating exhibitors is insufficient for holding the event, Article 20 applies by analogy. number of You have the right to rescind participation in such digital event, if participation is unreasonable to you. The rescission must be declared within 7 days (Monday until Sunday) following our announcement to transform the event into digital form. Unacceptability is refutably assumed if the services that you had announced to provide at the event cannot be presented in digital form or not within the short time or if digital presentation is of no use to you and also if comparable exhibitors withdraw as well.
- (9) In case of your participation in the digital event, these General Terms and Conditions of Business for Exhibitors apply by analogy.
- (10) In all other respects, Article 9a and Article 20 apply by analogy.

#### **Article 22 - Rescheduling the date**

- (1) As a less severe means to a cancelation of the event due to an occurrence within the meaning of Article 18 sub-clause 2 letters a and b as well as Article 20 , we can reschedule the time and/or the location of the event, but are not obligated to do so.  
  
You have the right to rescind the contract if the new date and/or location is unsuitable for you; a new event location in the same city as originally planned is no reason for rescission.
- (3) In all other respects Article 21 applies by analogy.

#### **Article 23 - Miscellaneous**

##### **(1) Assignment:**

Assignment of non-monetary claims against us is precluded if we have an interest worthy of protection for preclusion or if your legal interests on the assignment do not outweigh our legitimate interests on non-assignment.

##### **(2) Court of jurisdiction:**

Court of jurisdiction for all claims arising out of the contractual relationship with you is our place of business. We are also entitled to choose the court of jurisdiction at your place of business.

##### **(3) Choice of law:**

The German law applies.

##### **(4) Language:**

In the event that these General Conditions are translated into another language, in case of doubt, always the German version has priority.

##### **(5) Retention of validity:**

In case that individual or several regulations are ineffective/invalid/unenforceable for other reasons than the conditions relating to the law of the general conditions of business in accordance with Articles 305 to 310 BGB (German Civil Code) or if there should be a regulatory gap that needs to be remedied, you and we are obligated to replace and/or fill in the gap which in its legal and economic content corresponds to the ineffective/invalid/unenforceable regulations and the purpose of the contract. Article 139 BGB (partial invalidity) (German Civil Code) is expressly excluded. If the ineffectiveness of the regulation is based on a fixed measure of the performance or the time (date or time-limit), this regulation must then be reconciled with the most closely comparable permissible measure.