

The user of these Special Conditions of Participation OFF-GRID Expo + Conference 2020 is Augsburgischer Schwabenhallen Messe- und Veranstaltungsgesellschaft mbH, Am Messezentrum 5, 86159 Augsburg, hereinafter referred to as „Messe Augsburg“.

**All prices are net prices. They will be increased in each case by value added tax.**

## 1. REGISTRATION FORM

APPLICATIONS must be submitted in text form.

## 2. APPROVAL OF BUSINESSES AND EXHIBITS

All manufacturers and service providers from Germany and other countries as well as those firms authorised by a manufacturing works to exhibit their products will be eligible for approval. All exhibits must be brand-new, accurately designated in the APPLICATION (which constitutes a binding offer by the exhibitor to conclude a trade fair participation contract) and comply with the list of goods and services submitted by the Exhibitor for this trade fair. Likewise, the stand must be approved by Messe Augsburg in accordance with No 7. Only registered exhibits approved by Messe Augsburg may be displayed. Messe Augsburg is entitled to remove exhibits at the cost of the Exhibitor which do not comply with the list of goods and services, which were not registered, or which violate any of the terms of participation or the principles of fair competition. Messe Augsburg shall decide on the acceptance of the exhibitor's offer to conclude a trade fair participation contract and thus on the admission of companies, co-exhibitors and additionally represented companies (see Section 3) as well as exhibits. APPLICATIONS will not be accepted if the registering business has an outstanding debt to Messe Augsburg or if the registering business has infringed these Special Terms and Conditions for Exhibitors or has severely infringed Terms and Conditions of a former event of Messe Augsburg.

The Exhibitor will receive an ORDER CONFIRMATION in text form with the core elements of the trade fair participation contract. As soon as the Exhibitor has received this ORDER CONFIRMATION, the contract between the Exhibitor and Messe Augsburg comes into force.

Organizers of shared stands shall not be regarded as Exhibitors. This means that an Exhibitor has to submit an APPLICATION naming the other parties of a shared stand who are Co-Exhibitors.

Co-Exhibitors and their goods must be registered by the Exhibitor. They will be listed in the exhibitors' list as an exhibitor.

The Exhibitor agrees that Messe Augsburg may use information given by the Exhibitor with his/her APPLICATION for the purpose of advertising the event. Messe Augsburg is also entitled to arrange contacts of the Exhibitor and other exhibitors and between the Exhibitor and visitors.

## 3. CO-EXHIBITORS AND ADDITIONAL BUSINESSES REPRESENTED

A business which is present with their own personnel and use the stand space of the Exhibitor, must be applied for mandatorily with the application by the Exhibitor as Co-exhibitor; thereby its exhibits have to be applied for at Messe Augsburg and – like the exhibits of the Exhibitor – may only be exhibited as far as they have been admitted by Messe Augsburg. Co-exhibitors will be listed in the online exhibitors' list as an Exhibitor. Likewise, businesses (also including associated businesses such as subsidiaries and sister companies), which are present with their exhibits but without their own personnel have to be applied for as additionally represented businesses.

An application for the approval of Co-Exhibitors and additional businesses represented is to be made in text form. For each Co-Exhibitor and each additional business represented there will be a fee of EUR 500,- payable.

In case of unauthorised subleasing or transfer of stand space to a third party Messe Augsburg is entitled to demand the clearance of the stand space let unauthorised and, in the case that this is not conducted without delay, to conduct the clearance or to have it conducted itself. If Messe Augsburg does not exercise this right, it is entitled to demand a surcharge of 50% of the complete stand space rent to be paid by the Exhibitor.

## 4. OPENING HOURS AND PRICES

The opening hours of the fair are:

Thursday, 05 November 2020	08.30 a.m. - 05.00 p.m.
Friday, 06 November 2020	08.30 a.m. - 04.00 p.m.

Registration fee: EUR 500.–

Registration fee per each exhibiting company, co-exhibitor or each represented company on your booth (distributor, partner, supplier, customer, others or no link with your company).

The following services are included in the registration fee:

- Registration in the Exhibitor's list
- Registration on the Floor Plan
- Exhibitor Badges (based on booth size)
- Free advertising material

The prices are net prices per m<sup>2</sup> floor space:

Terrace stand	EUR 150,- per sqm
Corner stand	EUR 165,- per sqm
Peninsular	EUR 180,- per sqm
Island stand	EUR 195,- per sqm

The supply of corner, peninsular and island stands is limited.

In order to safeguard the interests and concerns of the sectors exhibiting at trade fairs and exhibitions and of the organisers, as well as to ensure the quality of Germany as a trade fair location, exhibitors are charged a trade association fee to support the work of the trade associations of the German trade fair industry. The trade association fee is charged by and on behalf of the AUMA - Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e.V., calculated by the organizer and paid directly to AUMA. The trade association fee is € 0.60 net per square metre of rented stand space.

There will be a 50% surcharge for the respective price per m<sup>2</sup> for the covered floor space if a stand is designed to be 2-storey. The prices will not only include the rent of the stand space but also the following extensive services rendered by Messe Augsburg: advice, conceptual planning and PR work for the event as a whole.

Promotion campaigns outside a stand are subject to the prior approval of the project management at Messe Augsburg. The costs for promotion campaigns are EUR 120,- per day and promoter.

Should a promotion action be conducted outside the stand or should a raffle, competition, draw, etc. be held without approval in text form, Messe Augsburg is entitled to charge a penalty of EUR 4.000,- for each case of contravention.

Applications for special parking spaces must be made in writing in good time prior to the beginning of the Messe Augsburg. The cost of each special parking space is EUR 180,-.

Additional costs will be incurred for connections and unit consumption (e.g. power, water, telephone etc.) see No 8).

## 5. PAYMENT TERMS AND CONDITIONS, ADVANCE PAYMENT

The dates for payment specified in the invoice must be complied with. Messe Augsburg may make advance payments of up to 100% of the total price calculated in accordance with Clauses 3 and 4, including connection charges and expected consumption costs, no earlier than 6 months prior to the date of admission. the trade fair date.

Prior and full payment of the invoice amounts is a condition. for the occupation of the exhibition space, for the entry in the list of exhibitors and for the issue of exhibitor passes.

All invoiced amounts in all invoices issued by Messe Augsburg Invoices that are related to the event are without any deduction under indication of the customer number free of charge and in Euro to the account indicated on the invoice.

For VAT reasons, invoices may only be issued to the exhibitor as the service recipient and contractual partner of Messe Augsburg, but not to any other invoice recipient named by him.

### 6. ASSEMBLY AND DISMANTLING TIMES

The stand assembly period begins at 08.00 a.m. on 03 November 2020 and ends at 04.00 p.m. on 04 November 2020.

All delivery vehicles and stand assembly vehicles must be out of the halls and off the open-air site. Vehicles still in the halls or on the open-air site after the above-named times shall be removed by Messe Augsburg at the risk and cost of the Exhibitor concerned.

In case, assembling has not been initiated by noon of the day before the opening of the exhibition, Messe Augsburg is entitled to dispose of the stand at its own discretion. The Exhibitor is still obliged to pay the full stand rent and any other costs caused by the Exhibitor.

The period of time specified for dismantling shall begin at the end of the event and shall end at 06.00 p.m. on 09. November 2020.

Trade show stands must neither be closed nor dismantled ahead of time. Non-observance of this will result in a claims damage demand amounting to half of the stand rental.

The process of dismantling and returning the space to its original condition must be concluded by the deadline indicated.

If this is not the case, Messe Augsburg is entitled to substitute performance. Any additional costs arising from infringing this provision shall be invoiced to the Exhibitor.

During the last day of the trade show the exhibition grounds will remain barred for all vehicles including suppliers between 1.00 - 4.30 p.m. Vehicles required for transport will be admitted to the grounds at the earliest at 4.30 p.m. without exception.

### 7. STAND POSITIONING AND OTHER STAND DETAILS

Messe Augsburg will allocate the stands of exhibitors considering the registered topics in the list of goods and services. Messe Augsburg is not obliged to fulfil positioning wishes. Likewise, the exhibitor has no claim to a specific environment of his stand before or after the final positioning by Messe Augsburg with regard to the occupancy of adjoining or nearby areas. The exhibitor therefore has no claim to the occupancy of these areas by certain companies, non-material and thematic special areas, catering areas, other special areas, etc. The date of receipt of the APPLICATION is irrelevant for the positioning. Likewise, the participation in previous events of Messe Augsburg causes no right for a particular stand position for the Exhibitor.

Messe Augsburg reserves the right to alter type, size and the position of the stand, even after the exhibitor has received the ORDER CONFIRMATION and/or the floor plan. If the stand type or size is changed, however, the Exhibitor may cancel the contract within one week after receipt of the respective notification of Messe Augsburg. The cancellation has to be transmitted at least in text form.

Messe Augsburg reserves the right to alter the location of entrances, exits, emergency exits and passages, if Messe Augsburg considers this necessary.

The Exhibitor is not entitled to claim a reduction of the stand rent, in case stand space assigned contains pillars or supports.

### 8. STAND DESIGN AND FITTINGS, THE EXHIBITOR'S RESPONSIBILITY FOR PUBLIC SAFETY, OBTAINING OFFICIAL LICENCES BY THE EXHIBITOR, RESPONSIBILITY FOR MANAGING A STAND

#### a) Stand height

The stand height must not exceed 2.50 m. The explicit consent of Messe Augsburg must be obtained prior to planning a 2-storey stand or a stand with a height in excess of 2.50 m. Stand plans showing the floor-plan and sketches of the stand aspects on 1:100 scale must be submitted to the project management of Messe Augsburg in duplicate for approval no later than 6 weeks prior to the beginning of stand construction.

#### b) Stand partition walls

If there are no Partition walls at a booth Messe Augsburg or it's service providers will install them at cost of the exhibitor. Partition walls as well as floor covering are compulsory. The pre-printed order form for these walls and additional partition walls (height 2.50 m) will be provided to the Exhibitors with the Exhibitor's Manual by Messe Augsburg in good time.

#### c) Security

#### c) Safety

The Exhibitor is responsible for public safety, operational safety and fire safety for the entire stand as well as for the compliance with all the ap-

plicable laws and regulations in force, also to the extent that the stand is set up or run by Co-Exhibitors or additionally represented businesses. Co-Exhibitors and additionally represented businesses are to be subjected to the same obligation by the Exhibitor.

It is not allowed to set up presentations and exhibits in the aisles and in front of emergency exits. Messe Augsburg is entitled to exclude the Exhibitor from the current and future events for up to 3 years, if the Exhibitor infringes this rule. The Exhibitor is still obliged to pay the full stand rent and any other costs caused by the Exhibitor to Messe Augsburg.

#### d) Authorisations

It is the Exhibitor's responsibility to obtain the necessary official and other public-law authorisations as well as to comply with the registration obligations (with authorities and GEMA) and likewise to bear the associated costs and the costs associated with compliance with official requirements for the entire stand.

#### e) Overall presentation

Should the stand and its design not comply with the relevant prerequisites and / or does not look attractive with regard to the overall presentation of the trade show, Messe Augsburg may request that the stand is changed at the cost of the Exhibitor. In case this request is not complied with at once, Messe Augsburg is entitled to initiate a change to the charges billed to the Exhibitor or even cancel the contract citing crucial matters with immediate effect.

#### f) Waste

The Exhibitor is requested to avoid and separate waste. The Exhibitor is responsible for the disposal of its own waste and for the daily cleaning of the stand which has to take place outside of opening hours. The cleaning shall be performed by stand personnel or by service providers admitted for this purpose and named to the Exhibitor by Messe Augsburg.

#### g) Business address

Each Exhibitor has to equip the display space allocated to him/her with his/her complete business address also indicating the business addresses of all Co-exhibitors and all businesses additionally represented by him/her.

#### h) Demonstrations

Demonstrations involving machines, acoustic equipment, projection equipment or modems are subject to the prior written approval of the project management at Messe Augsburg which has to be applied for not later than 2 weeks before the start of the assembly for the fair. The demonstrations may at any time be restricted or prohibited in spite of a prior written approval if such demonstrations – without this being clearly apparent from the application – violate the terms and conditions for the participation or are considered a disruption of the overall appearance of the exhibition.

#### i) staff

The Exhibitor licensed by Messe Augsburg is obliged to exhibit at the trade fair. The stand must be properly fitted and furnished and be manned by knowledgeable staff for the duration of the trade fair during the prescribed opening times.

#### j) Sale

Direct sale at the event is not permitted.

#### k) Stand events

Any events held on the Exhibitor's stand outside of opening hours are subject to charge and to prior written approval of the project management at Messe Augsburg.

### 9. TECHNICAL FACILITIES, POWER POINTS, COST OF ELECTRICITY

Applications for the installation of an electrical power supply, water supply, internet connection and telephone, cleaning and catering services will only be considered if they are submitted on time on the order forms passed out by Messe Augsburg.

Messe Augsburg states the precise terms and conditions of supply and connection fees plus unit consumption costs (e.g. for electricity, water, internet, telephone etc.) on these pre-printed forms.

Order deadlines that are not met, might cause default fines.

### 10. USE OF WORKING EQUIPMENT

Only cranes, forklift trucks and working platforms provided by appropriate suppliers approved by Messe Augsburg for a fee may be used. In special cases an arrangement will have to be reached with the Techni-

cal Department of the Messe Augsburg. Relevant order forms are made available in the Exhibitor's Manual by Messe Augsburg.

### 11. SALE, CATERING FACILITIES

All order forms used at the trade fair must bear the Exhibitor's name and address and, if the Exhibitor is selling on behalf of a dealer, the dealer's name and address will have to be stated on the order form as well. Attention is drawn to the requirement for compliance with the statutory regulations (price guideline regulations). Catering facilities may not be operated at a stand, only free taster samples may be offered to visitors. An application is to be submitted to Amt für Verbraucherschutz und Marktwesen Augsburg, Fuggerstraße 12a, D-86150 Augsburg, for any licences which may be required in accordance with Section 12 of the Licensing Act for Serving Food and Drink. A relevant application form is made available in the Exhibitor's Manual by Messe Augsburg.

### 12. LIST OF EXHIBITORS

Messe Augsburg will publish an exhibitors' list form for the trade show. The marked information provided in the APPLICATION or the DATA SHEET will be used for publications.

### 13. RESPONSIBILITY FOR COMPLYING WITH LEGAL REQUIREMENTS, IN PARTICULAR WITH REGARD TO COMPETITION LAW, PROPRIETARY RIGHTS, RELEASE OF MESSE AUGSBURG FROM LIABILITY BY THE EXHIBITOR

The Exhibitor alone is responsible for the data, pictures, information, etc. and advertisement(s) (also as far as they concern co-exhibitors) published at his/her instigation in the list of Exhibitors, any trade fair catalogue there may be, any internet database which may have been set up, complying with legal requirements in particular with regard to competition law, as well as being responsible for such data/pictures/information/advertisement not being in breach of a third party intellectual property right (e. g. trade mark law, copyright law, etc.).

Should an Exhibitor infringe one of the mentioned rights, Messe Augsburg is entitled to exclude the Exhibitor from participating. If the event has already begun, Messe Augsburg may impound the exhibits concerned, close the stand, and/or expel the staff from the trade fair grounds. The Exhibitor is still obliged to pay the full stand rent and any other costs caused by him/her to Messe Augsburg.

Should a third party assert claims against Messe Augsburg on account of the illegality of an advertisement or of any other published data (including pictures, information, etc.), substantiated by a breach of law, competition law or intellectual property rights, the Exhibitor shall consequently exempt Messe Augsburg from all asserted claims as well as from all the costs necessary for mounting a legal defence. The Exhibitor shall likewise be obliged to such exemption if claims are asserted on the basis of an advertisement or other data (including pictures, information, etc.) published by a Co-Exhibitor of the Exhibitor or by a business additionally represented at the Exhibitor's stand. Messe Augsburg is obliged to notify the Exhibitor without delay, if a third party asserts such claims against Messe Augsburg in order to co-ordinate the legal defence with the Exhibitor.

Exhibitors are not entitled to create video, picture and audio material of stands, exhibits or the personnel of other exhibitors. This right is reserved exclusively to persons admitted by Messe Augsburg for this purpose. The Exhibitor agrees that his/her stand, exhibits and stand personnel (and likewise stand, exhibits and stand personnel of Co-exhibitors and of additionally represented businesses) may be photographed and filmed by persons admitted for this purpose by Messe Augsburg (and that the video, photographic and audio material obtained in this way can be used for reports about the ongoing as well as for the advertising for any future event), and will on request submit appropriate declarations of consent of the concerned persons and businesses to Messe Augsburg.

### 14. EXHIBITOR IDENTIFICATION

Exhibitor identification will only be allowed after the sums payable under No 5 have been paid. The passes will be provided at the Project Management Office from the first day of assembly.

Each Exhibitor shall receive Exhibitor identification in triplicate free of charge for the duration of the trade fair for his stand up to 18 m<sup>2</sup>. An

additional Exhibitor identification will be issued for each additional 10 m<sup>2</sup>. Additional identifications will be charged with 21,- EUR (excl. VAT). Exhibitor identification may only be used by stand staff. They must not be handed out to third parties. Identification will be withdrawn without compensation in the event of misuse. The number of Exhibitor identification issued free of charge will not be increased if an Exhibitor has Co-Exhibitors or additional represented businesses.

### 15. CIRCULAR LETTERS

After approval, the Exhibitors shall, if necessary, be informed of further details concerning the preparations for, and staging of, the event by means of circulars.

### 16. NOISE, SOUNDSCAPE

Musical performances on the trade fair site are only permissible with the prior separate written consent of Augsburg Trade Fair. The demonstration of machines as well as video, musical and show renditions are to be staged in such a way so that neither the visitors nor the other Exhibitors are affected.

The maximum permitted noise level for machinery is 50 dB(A)

The maximum permitted noise level for showing videos is 50 dB(A)

No videos, music and shows are allowed in the "Business-to-Business sector". No exceptions will be allowed.

### 17. AMENDMENTS

Augsburg Trade Fair reserves the right to make amendments and add supplements, provided that they are necessary for technical or safety reasons.

### 18. Order of precedence

These Special Conditions of Participation shall take precedence over the General Conditions of Participation of Messe Augsburg ASMV GmbH, which shall also apply in all other respects and in addition.

Status: December 2019

## 1. USER

The user of these General Terms and Conditions for Exhibiting is Augsburgischer Schwabenhallen Messe- und Veranstaltungsgesellschaft mbH, Am Messezentrum 5, 86159 Augsburg, hereinafter known as "Messe Augsburg".

## 2. EXCLUSIVE VALIDITY, FURTHER CONDITIONS INCLUDED

These General Terms and Conditions for Exhibiting plus all other conditions incorporated by Messe Augsburg shall apply. This also includes the house rules, technical guidelines, the policies, the setting-up regulations and the conditions for fire protection and fire safety regulations that the exhibitor will receive from the Exhibitor's Manual. If an Exhibitor has differing terms and conditions they shall not apply.

## 3. LOGISTICS

The Exhibitor is obliged to source all utility connections, customer services and other services from Messe Augsburg alone.

## 4. BINDING NATURE OF REGISTRATION, CONTENT OF THE TRADE FAIR PARTICIPATION CONTRACT, OPERATING OBLIGATION

### a) Legal obligations

The APPLICATION for the event is legally binding for the Exhibitor. Messe Augsburg may accept the APPLICATION up to the end of the preliminary planning for the event (generally about six months prior to the beginning of the event) by sending an ORDER CONFIRMATION, which at the same time constitutes the exhibitor's admission, as a result of which a trade fair participation contract that is binding on both parties will come into force. Should the contents of the ORDER CONFIRMATION differ from those of the Exhibitor's APPLICATION, the contract will come into force on the basis of the ORDER CONFIRMATION, unless the Exhibitor objects in text form within two weeks of having received the ORDER CONFIRMATION. Differences in the stand allocation and a failure to take account of special wishes or particular features do not constitute legitimate objections.

In the event that contractual elements should change after conclusion of the trade fair participation contract, the ORDER CONFIRMATION shall be replaced by a new ORDER CONFIRMATION. The ORDER CONFIRMATIONS will be numbered and only the ORDER CONFIRMATION with the highest number will apply.

In the event that the period between the exhibitor's APPLICATION and the time at which the planning stage of Messe Augsburg permits the issuance and transmission of the ORDER CONFIRMATION is likely to be longer than 10 working days, Messe Augsburg will send the exhibitor an CONFIRMATION OF RECEIPT. This serves to confirm receipt of the APPLICATION, but does not yet constitute a contract for participation in a trade fair.

### b) Operating obligation

The Exhibitor has an operating obligation in that his stand must remain properly erected during the established opening times for the duration of the whole exhibition, must be fully stocked with the exhibition goods and manned by qualified personnel. The removal of exhibition goods and/or the dismantling of the stand may not therefore begin before the end of the event.

## 5. CANCELLATION AND TERMINATION OF THE CONTRACT

a) Regular termination not possible, no contractual right of cancellation by the Exhibitor.

Neither of the parties has a right to regular termination of this trade fair participation contract but only the legal right to terminate extraordinarily for a material cause, provided that such a cause exists. The Exhibitor is only entitled to cancel in the cases provided for in law and under the circumstances described there.

b) The Exhibitor is therefore obliged as a matter of principle to pay 100% of the agreed price (excluding ancillary costs) for the rented space from the time he submits his binding APPLICATION, provided acceptance by Messe Augsburg with the ORDER CONFIRMATION, even if he does not participate at the event. Should the Exhibitor decide not to take part in the event, in spite of the existing contract (and his continued obligation to pay 100% of the agreed price, excluding ancillary costs), he is required to notify Messe Augsburg accordingly immediately in order to enable Messe Augsburg to limit as far as possible the damage incurred. Messe Augsburg incurs damages as a result of the failure to participate, due, amongst other things, firstly to the fact that Messe Augsburg may not for marketing reasons leave the area rented vacant and therefore incurs costs in occupying this area that increase the shorter the time available for planning and/or due to the search for a participant to replace the Exhibitor, and secondly due to the fact that preliminary work already

performed, lists prepared etc. are incorrect and have to be corrected. c) Should Messe Augsburg by way of exception allow the Exhibitor to rescind the trade fair participation contract and his APPLICATION subsequent to his APPLICATION or after the trade fair participation contract has been concluded (and possibly after the deadline for objections in accordance with point 4.a)), the Exhibitor is required, firstly, to pay the registration fee and Messe Augsburg, additionally, may also demand compensation from the Exhibitor for damage incurred by imposing the following lump-sum compensation amounts, dependent on the date on which notification of the desire to cancel is received and as a percentage of the price (excluding ancillary costs) of his participation calculated on the basis of the APPLICATION and the trade fair participation contract.

- later than 2 months prior to the beginning of the event: 100%
- later than 3 months but not later than 2 months prior to the beginning of the event: 50%
- later than 4 months but not later than 3 months prior to the beginning of the event: 25%
- from the time of APPLICATION up to 4 months prior to the beginning of the event (exception: exercise of one of the rights to object in accordance with 4.a): 10%

The Exhibitor is entitled to reduce the obligation to pay compensation proportionately should he prove that Messe Augsburg has not incurred any damages as a result of his cancellation or that the damages are considerably lower than the lump-sum compensation amount. Equally, Messe Augsburg is entitled to prove higher actual damage and to demand higher compensation from the Exhibitor.

Messe Augsburg may make its consent to cancellation dependent on receipt of payment of the lump-sum compensation amount referred to above or of proven higher damages.

Irrespective of the date on which the Exhibitor's desire to cancel is notified, should Messe Augsburg consent to his cancellation, the Exhibitor will be required to pay for the specialist visitor tickets requested and issued at the current pre-sale price.

## 6. EXCLUSION FROM FUTURE TRADE FAIRS IN THE EVENT OF BREACHING THE TERMS AND CONDITIONS OF EXHIBITION

Messe Augsburg is entitled to exclude exhibitors from exhibiting at future trade fairs who breach the General Terms and Conditions for Exhibiting, the Special Terms and Conditions applicable to the respective trade fair or the House Rules, Guidelines, Technical Guidelines, Construction Regulations, Fire Protection Measures and Fire Safety Regulations in force for the trade fair concerned in spite of being warned by Trade Fair Augsburg to refrain from doing so, irrespective of all their other rights.

## 7. THE RIGHT OF WITHDRAWAL FROM MESSE AUGSBURG

Messe Augsburg may withdraw from the contract with the Exhibitor if he has not made payments due under the contract, and has also failed to do so within a reasonable subsequent period of time set for payment by Messe Augsburg.

Trade Fair Augsburg may likewise withdraw from the contract if the Exhibitor is in breach of his contractual obligation to show consideration for the rights, objects meriting legal protection and interests of Messe Augsburg and Messe Augsburg can no longer be expected to abide by the contract.

In all of the above-named cases of withdrawal from contract by Messe Augsburg, it shall also be entitled, in addition to withdrawal, to demand all agreed payments in a lump sum from the Exhibitor as compensation for damages.

Messe Augsburg may however, also demand compensation for damages over and above this. The Exhibitor may demand a reduction in the lump sum compensation for damages if he can prove that the damages incurred by Messe Augsburg are less than the lump sum claimed.

## 8. CANCELLATION AND DISRUPTIONS AS A RESULT OF FORCE MAJEURE OR OTHER REASONS FOR WHICH MESSE AUGSBURG IS NOT TO BLAME

If the trade fair cannot be held as a result of force majeure or for other reasons for which Messe Augsburg is not to blame, or if it has become unreasonable to expect Messe Augsburg to hold the trade fair, and Messe Augsburg cancels the trade fair for one of these reasons, each Party shall bear its own expenses incurred up until that point in time. Messe Augsburg cannot be held liable for damages or disadvantages sustained by the Exhibitor. If Messe Augsburg has made payments in advance, which are to be borne by the Exhibitor in accordance with the Special

General Terms and Conditions for Exhibiting applicable for the trade fair, or in accordance with other contractual arrangements, these costs shall consequently have to be refunded by the Exhibitor.

If Messe Augsburg is forced, as a result of force majeure or on account of other reasons for which it is not to blame, to postpone or to clear a part of the hall at intervals or for a lengthy period of time, or to postpone the trade fair or to shorten it in terms of time, this shall not subordinate any rights on the part of the Exhibitor against Messe Augsburg to withdraw or to serve notice of termination or any other rights as a result, in particular the Exhibitor shall not be entitled to assert compensation claims for damages against Messe Augsburg.

## 9. LIMITATION OF LIABILITY OF MESSE AUGSBURG

The liability of Messe Augsburg and its vicarious agents for culpably caused damage is excluded, unless the damage was caused by intent or gross negligence; this does not apply to damage resulting from injury to life, limb or health or the breach of essential contractual obligations, i.e. such obligations the fulfilment of which is essential for the proper performance of the contract and the observance of which the exhibitor may regularly rely on. In the event of a breach of essential contractual obligations which are not based on intent or gross negligence, liability shall be limited to the damage which Messe Augsburg foresaw as a possible consequence of the breach of contract when concluding the contract or which it should have foreseen taking into account the circumstances which it knew or should have known. The provisions of the Product Liability Act shall remain unaffected.

## 10. THE EXHIBITOR'S LIABILITY, THE EXHIBITOR'S OBLIGATION TO TAKE OUT INSURANCE COVER

The Exhibitor shall be liable for all damages culpably caused by him, his salaried staff, persons authorised by him or his exhibits.

The Exhibitor shall also be liable in particular for all damages culpably caused by a breach of the duties to exercise care incumbent upon him, in particular even if utility supply lines and waste lines, toilets, or heating equipment, power lines etc. are handled improperly.

The Exhibitor must see to it that visitors and third parties do not damage anything or injure any persons. The Exhibitor shall be liable for all personal injury and property damage caused by visitors or third parties as a result of inadequate supervision by the Exhibitor in connection with the trade fair.

The Exhibitor shall be liable for all damages to buildings, halls, and fittings caused by the Exhibitor himself or by his employees, assistants and authorised parties or by their employees. The Exhibitor shall also be liable for all damages to window and door glass as well as to panes of glass in display cases, unless they are the result of intent or gross negligence on the part of Messe Augsburg or its assistants.

The Exhibitor shall be liable for all damages accruing from starting up technical devices the Exhibitor has brought in to the Messe Augsburg premises, provided that the damages are not attributable to intent or gross negligence on the part of Messe Augsburg or its assistants. The Exhibitor shall have to find out what the maximum loads are, and in particular concentrated load permitted for the hall flooring at the Messe Augsburg prior to setting up machinery, devices and other structures and comply with the notified maximum loads.

Every exhibitor is obliged to take out an insurance policy providing adequate cover for the named risks from an insurance company based in the European Union and to pay over all the payments due for this policy in good time.

## 11. CHOICE OF LAW CLAUSE

German law alone shall apply.

## 12. PLACE OF JURISDICTION

The court of jurisdiction for all disputes arising from these General Terms and Conditions for Exhibiting, from the Special General Terms and Conditions for Exhibiting, applicable for the trade fair concerned, and arrangements between the two parties or in connection with their legal relationship is Augsburg.

## 13. ELECTRONIC INVOICES, TERMS OF PAYMENT

a) Messe Augsburg is entitled to send the exhibitor electronic invoices and is not obliged to issue additional invoices on paper. Messe Augsburg points out that the exhibitor must comply with the special legal requirements for the storage of electronic invoices.

b) Due date

50% of all invoiced amounts shall be paid within 30 days of invoiced date. The remainder shall be paid 6 weeks prior to the opening date, un-

less there is no other written agreement or specification in the „Special Terms and Conditions for Exhibiting“. Invoices shall be due immediately in full, in case they are issued in less than 6 weeks prior to the opening date.

c) Default

By the due date default interest shall be charged which shall amount to five percentage points above the basic interest rate for the year. In case, the consumer is not involved, the interest rate for accounts receivable shall amount to eight percentage points above the basic interest rate. Messe Augsburg shall reserve the right for higher damages caused by default.

In case, a default reminder remains without effect and after a corresponding notification, the exhibition management has the right to dispose of stands that have not been paid in full. In addition, the exhibition management may refuse the exhibitor the use of the stand and refuse to issue exhibitor passes.

d) Lien

Messe Augsburg holds a lessor lien to all exhibits brought to the exhibition for all unfulfilled obligations and resulting expenses. There is no liability for the organizer for accidental damages or loss of the goods covered by the lien. Upon written notification, Messe Augsburg has the right to sell such goods. It is presumed that the exhibitor is the sole proprietor of the goods concerned.

## 14. CONFIDENTIALITY

a) Confidential information within the meaning of these General Conditions of Participation is all information, i.e. in particular also all oral, written or electronically stored information, plans and materials, which the exhibitor receives directly or indirectly from Messe Augsburg on the basis of the present contractual relationship and which are marked as confidential or the confidentiality of which results from their object or other circumstances.

b) The obligation to maintain confidentiality shall not apply if (aa) there is an obligation to disclose the confidential information by order of a court, order of an authority or a law, (bb) the information was already publicly known at the time the exhibitor gained knowledge or subsequently became publicly known through no fault of the exhibitor, (cc) the exhibitor has obtained the confidential information from a third party without breaching his contractual obligations, provided that the third party has lawfully obtained possession of the information and does not breach a binding confidentiality obligation by passing it on or (dd) the confidential information was developed independently by the exhibitor.

c) The Exhibitor shall take all appropriate and reasonable precautions to ensure confidentiality. Confidential information will only be passed on to employees or other third parties who are required to receive it as a result of their work. The exhibitor shall ensure that these persons are or will be obliged to maintain confidentiality in the same manner.

d) The obligation to maintain absolute confidentiality shall have retroactive effect on the date on which contractual negotiations between Messe Augsburg and the exhibitor commenced and shall continue for a period of three years even after termination of the cooperation. Upon request, documents including all copies thereof as well as working documents and materials must be returned.

e) The exhibitor shall be fully liable for all damages incurred by Messe Augsburg as a result of any breach of the exhibitor's duty of confidentiality.

## 15. DATA PROTECTION NOTICE

Your personal data are stored by us. We use these data for the following purposes: performance of the contracts between you and us (e. g. billing of the rental fee); entry of general contact data in the publicly accessible list of exhibitors; sending of advertising for future exhibitions in your branch of business by mail, contacting by telephone for the same purpose, sending of our Exhibitor Newsletter via e-mail. The data will not be made available to third parties. For this there will be no costs other than the connection fees. We will answer your questions concerning data protection under [datenschutz@messeaugsburg.de](mailto:datenschutz@messeaugsburg.de).

You have the right at any time to receive information free of charge about the origin, recipient and purpose of your stored personal data. You also have the right to demand the correction, blocking or deletion of this data. You can contact us at any time for this and other questions on the subject of data protection. In addition, you have the right to lodge a complaint with the responsible supervisory authority (Bayerisches Landesamt für Datenschutzaufsicht). You can revoke your consent at any time. To do this, simply send an informal e-mail to [datenschutz@messeaugsburg.de](mailto:datenschutz@messeaugsburg.de). The legality of the data processing carried out until the revocation remains unaffected by the revocation.

## 16. FILMING, TAKING PHOTOGRAPHS

The exhibitor is only permitted to take photographs and to make video and audio recordings within its own stand during opening hours. The exhibitor must apply for a permit to make films or take photographs in other areas from ASMV GmbH.

ASMV GmbH is entitled to take photographs and to make video and audio recordings throughout the exhibition centre and to use them for its own or general publications. The exhibitor shall grant ASMV GmbH, where necessary for this purpose, the right to use all industrial or other property rights to which it is entitled in its own right or which it has otherwise been granted and guarantees that it is entitled to grant such a right. If applicable, the exhibitor must make sure, at its own expense, that such rights are granted in good time or draw ASMV GmbH's attention to the fact that it is not able to grant such rights. The exhibitor must indemnify ASMV GmbH against any third party claims or claims for compensation in this respect.

## 17. PARTIAL VALIDITY CLAUSE

Should all or part of individual arrangements in these General Terms and Conditions for Exhibiting or other parts of the contractual arrangements between the Exhibitor and Messe Augsburg be in breach of binding law, or be void or invalid for other reasons, the validity of the remaining provisions shall not be affected as a result. The void or invalid provision is to be replaced by a valid provision which comes closest to the economic intentions of the Parties when the contract was signed.

Status: December 2019