

A large, light blue, stylized 'X' graphic that serves as a background element for the title.

# Terms and Conditions for Trade Fairs, Exhibitions and Conferences etc.

## 1. Scope of these T&C

### 1.1 General points

These T&C apply to the contract between us as the organiser and you as the exhibitor at our events.

### 1.2 Your T&C

Your terms and conditions shall only apply insofar as we have explicitly agreed to them in writing.

## 2. Conclusion of the contract / Subject matter of the contract / Admission

### 2.1 Conclusion

The exhibitor contract is concluded exclusively by written agreement.

You submit an offer by completing the registration form and sending it to us or by registering verbally if applicable. Unless otherwise agreed, you shall remain bound to your offer for 4 weeks and for 4 weeks after the closing date for registrations for events that are established under the Trade, Commerce and Industry Regulation Act (GewO).

The closing date for registrations for each event is stated in the description of the event. Later registrations shall also be also possible and binding if places remain available after the closing date for registrations; please contact us in this regard. The event description may also state an extended closing date for registrations.

Registration is mandatory for each booth (whether it is a physical or a digital booth).

We declare our acceptance by sending a written confirmation of contract. The contract is concluded in this way.

### 2.2 Admission

**The following shall apply to events that are not established under the Trade, Commerce and Industry Regulation Act (GewO):** We may admit interested parties who have registered at our own discretion. Interested parties are not entitled to admission.

**The following shall apply to events that are established under the Trade, Commerce and Industry Regulation Act (GewO):** Admission is granted according to the applicant's suitability and their best possible correspondence with our event concept and the product directory. Applicants are entitled to admission within the framework of establishment.

The following applications are always excluded from events that are established under the Trade, Commerce and Industry Regulation Act:

- Applications that are received after the closing date if places are no longer available.
- Applications that do not contain the information, documents and evidence required in the event description and are therefore incomplete.
- Applicants to whom circumstances apply that justify the assumption that they do not possess the reliability required for the specific event. This applies in particular to violations of labour law, a lack of occupational safety, violations of regulations and orders imposed by the authorities or the competent district administration.

Booths are confirmed at a later date as a rule, stating the actual location of the booth.

### **2.3 Contents, scope**

The scope of services as stated in the registration form or the contract information is the subject matter of the contract. Additional services can or must be booked additionally at a fee.

### **2.4 Statements by / to employees**

Our employees, freelancers, representatives of the venue or our service providers shall not be entitled to make verbal collateral agreements or give written assurances that extend beyond the actual contract, unless we have explicitly designated this person as an authorised representative in advance.

### **2.5 Entitlement to participation**

An entitlement to participation cannot be inferred from participation in previous years, a reservation or a pre-registration, unless we have explicitly made a binding reservation or preregistration.

### **2.6 Conversion into a digital event, hybrid event**

Clause 19 shall apply insofar as a physical event is switched to a digital format, or if there is an agreement from the outset that some or all of the event can / will be held in a digital format.

### **2.7 Third party conditions and requirements**

In the interest of all parties, you are obliged to adhere to the instructions issued by the venue in regard to safety, fire protection, infection control and hygiene. The instructions issued by the venue at the time of entering the venue shall take precedence in individual cases.

The individual venue's

- house rules,
- terms and conditions,
- technical regulations,
- safety regulations

and similar regulations shall otherwise apply in regard to safety and order, which you acknowledge and agree to and may obtain from us if required.

Where these regulations introduced by the venue impose stricter requirements, they shall take precedence over our Terms and Conditions. Our Terms and Conditions shall take precedence if they contain stricter requirements. In the interests of overall safety at the event, venue regulations shall take precedence where there are contradictions.

### **2.8 Special regulations in regard to infection control or civil protection**

The hygiene regulations and official requirements in force at the venue or event location at the time of the event shall apply.

Admission to the event grounds or venue is predicated upon you, your employees and assistants being willing and able to comply with these hygiene regulations and requirements during your stay at the venue and cooperation by you, your employees and assistants in adherence to the hygiene rules and requirements.

Kindly take note that in the interests of health and civil protection, these rules may be amended at any time – even at short notice before or during the event – in response to ongoing developments in the spread of infection.

Violations of the hygiene rules shall be sanctioned by exclusion from the event.

You shall warrant that your employees or assistants working at the venue have been fully informed and instructed about the hygiene rules.

Any additional requirements arising from official conditions or government regulations shall take precedence.

These regulations apply to the occurrence or spread of any type of virus or communicable disease that causes an authority, the federal or state government, a city, municipality or the like to order or even just recommend the imposition of measures for the venue or event.

These conditions apply mutatis mutandis to other protective measures that are necessary in the overriding interest of civil protection (e.g. measures to combat terrorism).

### **3. Participation prices / Terms of payment**

#### **3.1 Prices**

The prices apply as stated in the individual event description.

#### **3.2 Price increases**

##### **Case 1:**

We may subsequently increase the agreed costs if material production costs, material costs, procurement costs, production costs, wage and ancillary wage costs, social security contributions and / or energy costs, costs due to environmental regulations, costs due to currency regulations, costs due to changes in customs duties, freight rates or public levies (factors) increase and if these costs directly or indirectly influence our contractually agreed services and if there are more than 4 months between the conclusion of the contract and the delivery of the goods or the performance of the service.

##### **Case 2:**

We may also adjust the prices in the period of less than 4 months if the following conditions are satisfied: The price increase itself was not foreseeable for us at the time of the conclusion of the contract and was triggered by serious national or international crisis-like events and an earlier procurement at the offered price was not possible, not reasonable or not customary in the industry. Where the price increase means that the entire contract, to a not insignificant extent, is no longer economical or reasonable, you and we shall be obliged to attempt to reach a mutual agreement on an adjustment of the prices or services. Clause 17 shall apply if an agreement is not reached.

##### **Case 3:**

The provisions of Case 2 apply mutatis mutandis to the occurrence of events that are relevant to security (e.g. serious threats, riots, demonstrations) and that lead to the necessary imposition of safety measures. The necessity and lawfulness of the cost increase shall be refutably presumed if the police or police authorities or independent security experts recommend or demand imposition of the measures, although the absence of a recommendation or demand does not exclude the necessity and lawfulness of the measures. This applies accordingly to measures relating to life, limb and health.

#### **3.3 Price components**

The participation prices only cover the cost components set out in the individual event description.

Additional equipment requests, furniture, flooring, booth walls, rental costs, connections for telephone, WiFi, electricity, water and parking fees etc. shall be added if they are not mentioned explicitly in the event description.

A fee for marketing service is charged in addition to the participation prices. The prices and contents in this regard are set out in the individual event description.

You submit to us your preferred text for publications according to our requirements. These requirements and the closing date for submission are set out in the individual event description. Where necessary for editorial reasons, we are entitled to make changes to your text, provided its core message remains unchanged. These texts may only be changed at a later date subject to reimbursement of expenses. Clause 9 shall apply in particular to the contents.

#### **3.4 Other price information**

Deductions from the booth space due to structural conditions (e.g. columns, wall projections) shall not lead to a reduction in the participation prices, unless an uninterrupted area with clear width, depth and height etc. has been explicitly agreed.

The prices as quoted are net prices in euros plus the statutory rate of value added tax.

The following applies if you are domiciled in a Member State of the EU other than Germany: We charge the statutory rate of value added tax in addition to the net amounts. Where the services rendered by us are subject to the reverse charge procedure pursuant to Sec. 13b UStG (Value Added Tax Act) or corresponding successor regulations, we shall invoice our services net with the reference "Reverse Charge". As the recipient of the services, you are then obliged to pay the applicable value added tax yourself.

The following applies if your are domiciled in a country in which the aforementioned reverse charge procedure does not apply: The accruing value added tax must be paid to us.

You shall bear any costs associated with the payment / transfer.

#### **3.5 Terms of payment**

The terms of payment are set out in the individual event description.

### **3.6 Non-payment**

If irrevocable payment is not received at the latest 2 weeks after invoicing or in any case before the start of the event, we shall be entitled to dispose of the booth space otherwise until the day of the event; however, we shall retain our claim to payment.

You will be released from your payment obligation insofar as a new exhibitor has also made payment or pays other agreed fees and costs, if applicable.

A new exhibitor shall only be deemed a replacement if this exhibitor acquired this position solely as a result of your actions or if all other booth spaces that were originally available are already occupied and a new exhibitor can therefore advance to your space. The principle of priority shall apply to the subsequent allocation of new exhibitors if only your booth space become free after the admission of you and other exhibitors (i.e. if exhibitor A drops out and its space A therefore becomes free, a successor will first be appointed for this space A etc.). We are not obliged to make efforts to obtain a new exhibitor. The provisions on cancellation take precedence if you would incur fewer costs in this case.

### **3.7 No shows**

The agreed fees and costs must also be paid if you do not occupy your booth or the space for reasons that are not attributable to us and which are not provided for in these T&C.

We may request that you notify us whether you still intend to occupy your booth; we shall be entitled to allocate the booth elsewhere or to decorate the vacant booth if we do not receive a response without delay.

We are entitled to invoice you for the costs of appropriate decoration. Clause 3.6 shall apply if your booth is allocated to third parties.

## **4. Booth location and allocation**

### **4.1 Procedure for events that are established under the Trade, Commerce and Industry Regulation Act (GewO):**

In the event that places remain vacant after a selection procedure, we may invite the non-admitted applicants to submit another application and shall then repeat the selection procedure; alternatively, we may allocate the vacant places according to the points awarded in the first selection procedure (starting with the first non-admitted applicant with the highest number of points).

### **4.2 Entitlement to a certain location, relocations**

We are entitled to allocate the spaces to exhibitors at our own discretion; exhibitors are only entitled to a certain space if this has been bindingly agreed in writing.

Where no binding agreement has been reached, we shall be entitled to relocate assigned booth spaces, provided this relocation is reasonable for you and does not impair the contractual purpose.

Insofar as changes become necessary due to unforeseen events (e.g. force majeure), it is agreed that changes and adjustments to booth spaces and sizes shall always be considered as a milder remedy before cancellation / termination (cf. Clause 17.7). Both contracting parties shall initially attempt in this case to reconcile the necessity with the contractual purpose.

### **4.3 Condition for provision of the booth space**

The provision of a booth space is subject to the condition that the exhibition booth, its contents, goods and services presented there, the form of presentation and the personnel do not cause a nuisance to third parties, in particular do not disturb other exhibitors and are not contrary to the purpose of the event, and that no goods or services or objects are presented at the booth that infringe the rights of third parties (e.g. trademark rights). As the mildest remedy, we may have such goods or services or items removed from the booth at your expense; we may close the booth or withdraw the right of use in the event of serious violations (e.g. in relation to the number of goods / services and items in total, in the event of exceptionally high values in dispute or in the event that unauthorised presentation recurs).

### **4.4 Transfer to third parties**

The space allocated to you may only be transferred to third parties (including sub-exhibitors or co-exhibitors) with our prior written consent (cf. Clause 5).

## **5. Co-exhibitors**

### **5.1 General points**

Any other exhibitors in a booth space in addition to the exhibitor must be registered and approved by us. We may withhold approval from individual co-exhibitors for good cause; all others must register nevertheless.

#### **5.2.1 Principal exhibitors**

The principal exhibitor is the party that submits the registration. There can only be one principal exhibitor for each booth.

### **5.2 Co-exhibitors**

A co-exhibitor is a party that has a different legal form, a different company name, a different shareholder structure, a different tax number, a different target audience and / or a different portfolio of services to the (principal) exhibitor and offers goods or services at the booth or is present or represented at the booth as an interlocutor. In the event of a dispute, the principal exhibitor and the parties who are present and are classified by us as co-exhibitors must prove that the above conditions are not fulfilled. We are entitled to demand payment as a co-exhibitor if such proof is not provided prior to the event. The amount will be refunded if proof is subsequently provided.

### **5.3 Joint liability**

The principal exhibitor owes its participation prices as well as any additional costs incurred due to further orders.

The principal exhibitor and each co-exhibitor are jointly and severally liable for the participation prices attributable to the co-exhibitor as well as any additional costs incurred by the co-exhibitor due to further orders.

The principal exhibitor warrants and is responsible for ensuring that co-exhibitors registered by them are made aware of these T&C and comply with their provisions.

### **5.4 Negotiations, agreements, adherence to instructions**

The principal and co-exhibitor shall appoint an authorised person – who in cases of doubt shall be the person submitting the application – to make and receive binding declarations on behalf of all co-exhibitors.

An instruction applies equally to principal and co-exhibitors insofar and inasmuch as it has been issued to at least one representative of even a single principal or co-exhibitor present at the booth.

### **5.5 Withdrawal of admission or termination**

Termination or withdrawal of admission (cf. Clause 16) may only be issued to one or several co-exhibitors.

Where termination or withdrawal of admission is declared to the principal exhibitor, it shall also apply vis-à-vis all co-exhibitors who have not been terminated and are still formally admitted, unless one of them explicitly assumes the obligations of the principal exhibitor in writing.

## **6. Our services / Exhibitor supplies / Accessories / Booth equipment**

Our specific services are as set out in the individual quote or contract.

### **6.1 Space description**

Unless otherwise agreed, we will provide an empty space within the area allocated for the event on the event grounds.

### **6.2 Replacement of services**

We are entitled to replace individual services with similar services, provided they are reasonable for you and do not impair the contractual purpose.

### **6.3 Failure to use ordered services**

Services that are not used by you shall not reduce the agreed participation price or costs in any way insofar as the non-use is not our fault or where other cases provided for in these T&C apply.

### **6.4. Orders of furniture, electricity, water and catering etc.**

The individual event description states the opportunities, conditions and prices for additional orders.

## 6.5 Access authorisations, badges

The exhibitor badge must be carried at all times during the event and presented on request.

## 7. Obligations of the exhibitor

### 7.1 General points

All exhibitors, visitors and we as organisers are interested in ensuring that the exhibition is as attractive, interesting and complete as possible, both immediately after admission begins and until the end of the event. We have therefore introduced rules, some of which are strict, that place obligations on all exhibitors on the one hand and on the other contribute to ensuring that all exhibitors benefit to the greatest possible extent from a successful event.

Your booth, booth structures, the services and goods offered and the appearance of your employees or assistants must reflect the purpose of the event. The following applies furthermore:

- Glorification or trivialisation of violence, war, racism, discrimination, extremism and such like is prohibited and must be refrained from or prevented.
- The use of weapons, shapes resembling weapons, dangerous objects or other contents that may be hazardous to health or contrary to the purpose of the event is prohibited.
- Any statements, insinuations or depictions of a political, discriminatory, racist, sexist, extremist, propagandistic or otherwise immoral nature, or such statements, insinuations or depictions that glorify violence, are prohibited.
- Statements, insinuations or depictions that are incompatible with the values of a liberal democracy and / or the Basic Law (GG) of the Federal Republic of Germany and / or have a negative impact on the peaceful coexistence of people in Germany or the country in which the event is taking place are prohibited.
- This ban extends also to actions that may cause guests, participants or other persons to disrupt or impair the peaceful procedure of the event.

### 7.2 No reduction in obligations due to our checks

An inspection or acceptance performed by us, our assistants or representatives of the venue does not change your ongoing, full and independent responsibility for your booth area and its operation.

### 7.3 No tolerance, even without penalty

Our failure to monitor, penalise or take action explicitly cannot be taken to infer any tolerance of breaches of these Terms and Conditions and agreements, and therefore shall not entitle you to continue or claim protection of actions or omissions that are in breach of the contract, law or other regulations.

### 7.4 Your obligations

Unless otherwise agreed, you undertake to complete the following performances:

- Payment of the participation price and any ancillary costs.
- Assembly, operation and dismantling of your own booth area.
- Disposal of your own waste.
- Clearing away of your own packaging and advertising materials.
- Operation of your own booth area and staffing of your own booth area according to the provisions of these T&C.
- Organisation of your own advertising materials.
- Fulfilment of your payment obligations, e.g. to GEMA, Künstlersozialkasse etc.
- Observance of these Terms and Conditions.

You shall bear the costs incurred for your performances.

### 7.5 No disturbance of adjacent booths

You must assemble, operate and dismantle your booth and its area in such a way that it does not exceed the space allocated to you and does not disturb or impair other (co-)exhibitors.

## **7.6 Deliveries before and during the event**

The venue must be notified in advance of expected deliveries of fair booths, exhibition materials and materials (brochures or similar) etc. prior to your own assembly and such items shall be clearly marked for delivery and temporary storage.

Earlier delivery is possible after coordination with the event venue or us and shall be subject to a fee.

The conclusion of a contract for safekeeping pursuant to Sec. 688 BGB is excluded explicitly.

The event description states the possibility for delivering or retrieving goods and any access by vehicles to the booth. It is not permitted to use a motorised vehicle or similar means of transport for any necessary subsequent deliveries within the event grounds during its opening hours. Traffic regulations and any instructions issued by the operator of the event venue and the organiser must be observed in all cases.

## **7.7 Assembly and dismantling**

The individual event description states the times for assembly and dismantling. Any other assembly or dismantling times must be explicitly authorised by us in advance and in writing. Return of the booth area in a well-swept condition shall be authoritative for determining timely dismantling.

You are responsible for transports to, in and from the booth area.

It is prohibited to attach materials to columns, walls, floors, windows, ceilings, screens and mirrors etc. on the entire venue grounds.

It is prohibited to hammer nails or decorative pins into columns, curtains, floors, ceilings and walls or to drill holes and make structural alterations of any kind. The owner of the venue must grant explicit consent if drilling or similar work is necessary for your purposes.

It is prohibited to place or lean objects against walls (does not apply to fair structural walls), columns and mirrors.

Adhesive tapes for sticking cables or for attaching posters etc. on rented exhibition structures must be removed without any residue, as must any posters / banners and other suspended objects that may have been affixed. Any consequential damage may otherwise be invoiced.

Dismantling or removal is only permitted from the end of the official opening hours.

Dismantling work must be completed within the agreed period. Fair booths, exhibits or other materials must be removed without delay after the end of the event and the space provided must be returned in a well-swept condition; temporary storage may be possible by prior arrangement and for a fee. This applies accordingly to the temporary storage of any transport containers during the event. The conclusion of a contract for safekeeping pursuant to Sec. 688 BGB is excluded explicitly.

As a rule, you shall be responsible for transporting your materials within the event venue. You must bring your own trolleys or hand carts for on-site transport within the building or hire them from the operator of the venue or at the venue for an additional fee; they may only be used for the intended purpose. You shall be liable together with the operator of the means of transport for any damages caused to the floors and walls etc.

## **7.8 Parking spaces, delivery, driving on the grounds**

The operator of the event venue is entitled to restrict the opportunities to drive or park on the grounds. Details will be provided as comprehensively as possible in the event description, and we can also be contacted for information.

We will announce the times for deliveries outside of the event hours with as much advance notice as possible.

Vehicles that are permitted to drive onto the premises for loading or unloading must leave the premises again without delay or be parked properly when the loading process is finished. A fee may be charged to drive on the grounds.

Any transit slips issued by us must always be completed and posted in a clearly visible position in the vehicle. You must provide us with the vehicle data for this purpose.

Vehicles may only be driven on the grounds cautiously, in a manner that reflects current visibility conditions and at walking speed.

Manoeuvring – reversing in particular – is only permitted if personnel is deployed to provide instructions or with a rear-view camera or by exercising all due care with the radio switched off and the windows open.

Vehicles and auxiliary machinery (e.g. also forklifts) may only be used on the premises within the scope of their intended purpose.

It is not permitted to drive on green areas and unpaved paths.

You must apply for and pay for any necessary special permits (e.g. for a weight of more than 7.5t or for driving on Sundays etc.) and provide us with suitable proof on request.

### **7.9 Booth operation**

You may only present at your booth your own goods, services and exhibits etc. or those assigned to you by co-exhibitors with proper admission.

You must keep your booth fully and continuously staffed with both competent persons and registered (advertising) materials and goods for the entire period in which the event is open to visitors. At least one person at the booth must command the German or English language.

You must operate your booth area until the official end of the opening hours for visitors. Premature dismantling or abandonment of the booth is only permitted with our consent and for good cause.

You are exclusively permitted to offer services, products and goods for which you have registered. We may remove at your expense unregistered products or goods or advertising for unregistered services, products and goods without notice.

You are responsible for furnishing your own booth, unless otherwise agreed.

The presence of persons arranged by you who might cause disturbances due to their prominence or due to other circumstances (gatherings, crowds or protests etc.) requires our explicit and prior approval.

The use or deployment of objects that might cause disturbances due to their characteristics or due to other circumstances (noise, smell or crowds etc.) requires our explicit and prior approval.

You are obliged to keep your booth clean and tidy at all times.

You are responsible for the safe operation of your booth. Even an acceptance or an inspection, for example by us, the operator of the venue, the fire brigade or the public order office etc., shall not release you from your responsibility.

It is prohibited to alter or expand the location or site of the booth without our prior and explicit consent. You will be charged for any enlargement.

Any and all activities by you or your representatives outside the booth (e.g. advertising) shall only be permitted with our prior, explicit and written consent.

Where a contract may be concluded at your booth, you shall be responsible for checking and complying with any statutory provisions (especially consumer protection provisions).

### **7.10 Drones or aircraft**

Drones or aircraft may not be used on the grounds and within 500 metres of the site boundary without our explicit and prior, written permission. Our permission is always subject to any official permits, which you shall be obliged to obtain and pay for.

### **7.11 Animals**

The following shall apply if animals are permitted according to the event description: Animals may be brought onto the event grounds as a rule, but there is no enforceable right to do so. We reserve the right to refuse access to individual animals or to expel them from the event grounds for reasons of animal welfare, visitor safety, health protection and in order to ensure the undisturbed organisation of the event. The animal must be removed from the event grounds without delay in the latter case.

Every animal brought onto the premises must receive treatment that is species-appropriate, safe and in compliance with animal welfare regulations.

A dog must not endanger, impede or distress other dogs or persons. The orderly and safe running of the event must not be disturbed.

Dogs must always be kept on the leash.

Animals must not be left unsupervised at the booth; a person familiar with the animal must remain at the booth.



### **7.12 Right of access**

We and our appointed staff, as well as representatives of the venue, are entitled to enter the booth and all ancillary areas at any time and to check compliance with the agreements and regulations or to demand information on compliance with the agreements and regulations

### **7.13 Sales, offers, music and advertising**

The sale of goods or services for money is only permitted with our prior written consent and must always be allowed according to the individual event description. The exhibitor shall ensure on its own responsibility that buyers – insofar as they are consumers and inasmuch as is necessary – are instructed in their rights of withdrawal.

Prices must be indicated clearly.

Visitors may only be approached verbally at the exhibitor's own booth.

Brochures and printed materials etc. may only be displayed and distributed at the exhibitor's own booth.

Moreover, signatures may only be collected at the exhibitor's own booth.

Advertising by means of loudspeakers and music or the use of acoustic devices is only permitted with our prior, explicit and written consent and only insofar as neighbouring exhibitors do not feel or are not adversely affected by this. Authorisations that have been issued may be restricted or withdrawn where good cause applies. In cases of doubt, you must directly comply with a restriction or prohibition, even if the justified reason cannot be clarified on site.

You must obtain licences from GEMA and other collecting societies at your own expense.

Events and functions at the booth shall require approval and must not result in the aisle in front of the booth being used as an area for spectators in a manner that disturbs other visitors or neighbouring booths.

You may only engage in advertising of any kind at the event outside your booth with our prior explicit consent. The distribution of leaflets and such like outside the booth area is prohibited as a rule.

It is also prohibited to engage in advertising for third parties who are not registered and admitted co-exhibitors.

### **7.14 Power supply**

We ensure that power is supplied on the grounds as agreed. The transfer point from the booth area is set out in the event description. You are responsible for providing the necessary connection cables.

Orderly cabling to and in the booth is your responsibility.

You may only use connection cables and connected devices that comply with the DIN-VDE standard.

The power rating you require must be stated in the registration. The electricity and mains grid is designed on the basis of the power rating specified by you.

You require your own calibrated electricity meter or you can rent one from us at a fee (refer to the price list).

We will charge you for the costs of an electrician and consequential damages in the event that power failures or other problems occur because the specified power ratings were too low or due to the use of defective or untested material.

You will be invoiced for electricity consumption together with the connection fees and other ancillary costs.

We may prohibit the continued use of your equipment if technical defects cause problems in the mains network or its operation might place the safety of visitors, employees, contributors or the environment at risk.

### **7.15 Booth safety**

Equipment used for heating and such like may only be powered by electricity. The operation of gas-powered equipment is prohibited.

You must adhere to the building and other regulations for assembly, operation and dismantling.

Any acceptance or inspection of the booth that is performed by us or third parties does not release you from the obligation to ensure booth safety independently and on your own responsibility.

Any and all installations and structures must be at least wind-proof or dismantled or secured in good time. Bear in mind that there may be constant wind or sudden gusts (e.g. if the outside doors are opened) even in closed rooms.

We are entitled at any to demand to demand proof of booth safety (especially its statics). For the event that this proof is not provided, or if the specialists commissioned by us express more than insignificant misgivings towards structures or exhibits and their stability, we shall be entitled to demand that the structure or exhibit be dismantled, removed or put out of operation.

### **7.16 Safety instructions**

You are obliged to follow the instructions issued by us or our stewards. Claims against us cannot be exercised in this respect, unless we are responsible for the necessity to issue the instructions.

### **7.17 Safety – especially fire protection**

It is prohibited at all times, either fully or partially, to obstruct, block by parking, cover or otherwise impair or misuse escape routes, safety equipment and fire protection equipment (e.g. fire extinguishers, hydrants).

All booth components / materials must conform to safety and fire protection regulations or DIN standards and be flame-retardant. Confirmations of flame-retardant properties or of impregnation performed according to the regulations must be kept available at all times.

Flammable material must be kept at a sufficient distance from ignition sources – such as headlights – so that they cannot ignite the material.

The use of gas / liquid gas is only permitted by prior written application. The recognised rules for the use of liquid gas are authoritative and must be adhered to in all cases.

Balloons or objects filled with gases other than air may only be used with our prior written consent. Our permission is always subject to any necessary official permits, which you shall be obliged to obtain and pay for.

Where it becomes necessary in individual cases or if instructed by the operator of the venue, we are entitled to demand the provision of sufficient fire extinguishing equipment in order to combat incipient fires. All fire extinguishers must possess a current inspection certificate that is not older than two years. We will check the presence of the fire extinguishers before the start of the event; you remain responsible for their good working order, notwithstanding this inspection.

For special protection, all electrical appliances (e.g. hotplates, spotlights, transformers, etc.) that generate heat or become hot must be mounted on non-flammable, heat-resistant, asbestos-free bases. Sufficient distance to flammable materials must be ensured, depending on the heat that is generated.

Luminaires must not be attached to decorations or similar items. UV lamps of the types UV-B and UV-C may only be used in devices that are designed for their operation.

The storage of packaging materials and other flammable waste at the booth is prohibited.

The use of naked flames (e.g. burning candles) within the booth is prohibited.

Pyrotechnical products are banned on the entire grounds of the event venue.

The on-site presence of at least one person authorised by you is of immense importance for event safety as well and must be guaranteed by you.

### **7.18 Cleanliness, waste disposal**

You undertake to minimise waste as far as possible and to deploy reusable or at least recyclable material where feasible.

Your booth must be kept constantly clean at all times. Waste must not be moved from the booth to other places.

Waste must be sorted and collected.

Professional waste disposal can be ordered at a fee from service providers appointed by the operator of the venue.

We will provide an adequate number of containers in the event space to dispose of the waste produced by visitors. You are prohibited from placing your waste in these containers.

You must properly dispose of your own special waste such as grease residues.

We are responsible for cleaning the aisles, free spaces and areas used by us. You are prohibited from disposing of your waste in these areas.

The booth area must be left in a well-swept condition. Booths that are not fully cleared, remaining booth components, packaging materials and such like will be removed at your expense.

The costs for disposing of unusual waste, unusual quantities of waste or waste that is unusually costly to remove (e.g. confetti, glue, large volumes, etc.) will be charged proportionately to those parties that generated this waste.

### **7.19 Obligations if you offer catering services**

We must be notified in advance if you intend to distribute (whether free of charge, subject to a charge or as samples) food and beverages to persons who do not possess an exhibitor pass.

#### **7.19.1 Food safety, hygiene**

We recommend compliance with industry-specific regulations such as catering laws, DIN 10526, food hygiene laws or a corresponding successor regulation (whether statutory or as a DIN standard).

In the event that you use perishable foodstuffs that you produce yourself, we recommend that you take 2 reserve samples of 100 g from each foodstuff and that you keep these samples for up to 3 weeks after the end of the event. The samples should preferably be taken towards the end of their distribution to event visitors and then labelled in a suitable manner. If you take such samples, we are entitled to demand that you hand over the samples or to instruct you to submit them to food inspectors or other competent authorities and / or to an independent laboratory.

Reference is otherwise made, for example, to the "Guidelines for the Handling of Food at Association and Street Parties".

You must maintain impeccable hygiene standards at all times at your booth.

#### **7.19.2 Water and waste water**

A water and waste water connection can be ordered at a fee from service providers appointed by the operator of the venue.

#### **7.19.3 Crockery and cutlery**

For reasons of environmental protection and reduction in CO2 emissions, we request that you use reusable crockery, biodegradable crockery or CPLA cutlery and organic cups.

Straws made of plastic and such like are explicitly prohibited. We are entitled to conduct spot checks in this regard at any time.

#### **7.19.4 Food sale / beverage bar**

The sale of food and beverages requires our prior and explicit authorisation.

#### **7.19.5 Protection of minors**

You must comply with the provisions of the Youth Protection Act (JuSchG).

You are obliged to display the usual notice of the Youth Protection Act in a prominent place if you operate the booth on your own account.

### **7.20 Environmental protection**

Any trees, shrubs and green areas must not be damaged.

A distance of at least 1.5 metres to the trees must be observed.

Tensioning straps, ground pegs and nails etc. must not be attached to or in trees or roots.

### **7.21 Booth optics**

The booths must suit the overall appearance and plan for the specific event. A minimum requirement for booth design is the installation of a lettering panel as well as flooring and booth walls, unless we approve a different booth structure for reasons of design. However, all booths must on all accounts be completely closed off from the neighbouring booths. The name must be displayed in a clearly visible manner on the booth livery.

The maximum structural height is set out in the individual event description.

The individual event description also contains additional requirements.

## **8. Security**

We will provide general security for the events grounds outside of the opening hours but within the operating hours of the event venue.

Only the outside doors to closed rooms will be locked beyond the operating hours of the event venue.

You are responsible for securing and / or insuring your furniture, exhibits, items and items provided by us.

For the event that you wish to organise security for your booth or equipment outside of the operating / opening hours, you must order this from us or notify us.

## **9. Use of trademarks, marks and copyrights etc.**

### **9.1. Rights of use**

Both contracting parties warrant that the other contracting party in each case may publicly use names, works, titles, marks and trademarks (hereinafter only: marks) for the purpose of contractual performance (e.g. using your logo in the list of exhibitors) and shall receive a simple right of use in each case for this purpose.

Both contracting parties shall provide each other free of charge with the rights to the marks that are necessary for this purpose in order to organise the event and implement the services and responsibilities and guarantee that these rights are free of third-party rights.

Neither contracting party shall acquire rights that exceed the scope of this contract by using the marks.

Both contracting parties undertake furthermore to refrain from registering or allowing the registration or otherwise using or allowing the use of the existing marks in other countries in order to generate rights there.

### **9.2 Attacks on property rights**

Both contracting parties undertake to refrain from attacking or allowing an attack on any existing property or trademark rights belonging to the other party.

For the event that the contracting parties acquire joint rights to a mark in the future, the foregoing shall apply mutatis mutandis with the proviso that both contracting parties are equal rights holders.

Both contracting parties undertake furthermore – also after conclusion of the contract – to refrain from registering or allowing the registration or otherwise using or allowing the use of the existing marks in Germany or in other countries in order to generate rights there. Registration may take place by joint or by separate agreement.

### **9.3 Corporate identity**

Where the contracting parties or rights holders place certain requirements on their marks from a legal or corporate identity perspective, this must be communicated to the other contracting party in advance.

### **9.4. Hybrid or digital events**

For the event that some or all of the event is held in a digital format and you are given the opportunity to organise a digital presentation in this regard, you warrant that the necessary rights are also granted for any contractual uses in an online format by us. This shall also apply insofar as personal rights or personal data of your employees or assistants are affected. Clause 19 shall otherwise apply.

### **9.5 Indemnity obligation**

You must indemnify us against any claim exercised by third parties as well as against costs incurred as a result of a claim by third parties, insofar as the claim is based on a breach attributable to you of one of the provisions agreed herein, agreements from an individual order, from a subsequent agreement, or on the breach of a statutory or other regulation or otherwise unlawful conduct. The indemnity obligation applies within the scope of the statutory limitation period and shall survive the end of the contract if claims are not exercised until after the end of the contract. This shall apply also if the contract is terminated prematurely due to force majeure or other circumstances

## 9.6 Miscellaneous

It is prohibited to pledge licence rights under this contract.

Documents, artwork, lists, drawings and sketches and other items created by the contractual party shall remain its property insofar as the transfer of ownership is not the subject of the contract.

## 10. Confidentiality / protection of secrets

You and we are obliged to use the contents of this contract exclusively for their intended purposes and to maintain confidentiality beyond the end of the contract.

## 11. Recording of events

We are entitled to take photographs and / or video recordings at the event with due observance of the personal rights of guests and the rights of third parties and to use such recordings for reference and our own promotional purposes, unless you express your explicit and prior rejection for good cause. We are entitled in all cases to make recordings for documentation and evidential purposes.

You are obliged to enter into appropriate agreements with other participating rights holders from your sphere of influence, in particular employees and subcontractors and any co-exhibitors, giving us permission to record the performances and services.

You are only entitled to make recordings of the event outside of your booth area with our prior and explicit consent. Where consent is given, you shall be responsible for observing the rights of third parties (e.g. the owner of the building and visitors etc.).

## 12. Your indemnity obligation as exhibitor

You are obliged to indemnify us against any claim exercised by third parties as well as against costs incurred as a result of a claim by third parties, insofar as the claim is based on a breach by you of one of the provisions agreed herein, agreements from an individual order, from a subsequent agreement, or on the breach of a statutory or other regulation or otherwise unlawful conduct.

The indemnity obligation applies within the scope of the statutory limitation period and shall survive the end of the contract if claims are not exercised until after the end of the contract. This shall apply also if the contract is terminated prematurely due to force majeure or other circumstances

## 13. Contractual penalty

You are obliged to pay an appropriate contractual penalty for each case of culpable breach of the contract. We may determine the amount of the contractual penalty at our own discretion in this case, but its appropriateness may be reviewed by the competent court with jurisdiction for our place of business in the event of a dispute.

A minimum contractual penalty of € 500.00 shall be deemed appropriate if the booth is abandoned, cleared or dismantled before the official end of the opening hours for visitors (this does not apply to clearing that is concealed from or not visible to visitors).

The contractual penalty does not affect any additional claim for damages.

The obligation to pay a contractual penalty shall remain in force for the statutory limitation period even after the end of the contract if the reason triggering the contractual penalty only arises after the end of the contract or only becomes known to us after the end of the contract. This shall apply also if the contract is terminated prematurely due to force majeure or other circumstances.

## 14. Your liability as the exhibitor

You are liable for everything that happens in your booth area on your own responsibility, unless we are liable within the meaning of Clause 15.

Within the scope of your duty of care and diligence pursuant to Sec. 278 BGB, you shall be responsible for the fault of persons who come into contact with the subject matter of the contract at your instigation (e.g. your company employees, guests invited by you, customers or workmen, transporters, technicians commissioned by you), insofar as these persons did not cause the damage only on the occasion of their opportunity to access the subject matter of the contract and / or fall under our area of responsibility.

You shall carry the burden of proof to demonstrate that the person causing the damage does not fall under your duty of care and diligence pursuant to Sec. 278 BGB.

Where you cause damage to objects provided by us, we shall be reimbursed for the new price as well as the damage caused by the time required for procurement or repair.

## **15. Our warranty and liability**

### **15.1 General points**

We are not liable and do not warrant any success through participation in the event, e.g. through customer acquisition, greater awareness or the like.

### **15.2 Warranty liability**

Warranty liability is excluded.

### **15.3 Right to reduction**

A right to reduction is also excluded. Notwithstanding, the exclusion of a right to reduction does not apply to defects that were fraudulently concealed by us or to warranted characteristics. This exclusion does not apply furthermore to claims exercised by the exhibitor that are undisputed or have been finally adjudicated upon. Moreover, reductions are only excluded with the effect that the exhibitor is prohibited from enforcing the reduction by deducting the agreed price. The exhibitor can / must exercise and enforce any restitution claims pursuant to Sec. 812 BGB itself.

### **15.4 Liability for defects that were present prior to conclusion of the contract**

Our strict liability according to Sec. 536a para. 1, alt 1 BGB due to rental-related defects which already existed at the time the contract was concluded shall be excluded, insofar as we did not fraudulently conceal the defect or insofar as the matter concerns a material contractual obligation ("cardinal obligation"). This limitation of liability shall also apply mutatis mutandis to our liability for the reimbursement of futile expenses.

### **15.5 Liability for objects brought onto the premises**

We accept no liability for objects that you bring onto the event grounds, unless otherwise agreed or stipulated. These objects are stored by the exhibitor on the event grounds at the risk of the exhibitor.

### **15.6 Reimbursement of expenses and right of removal**

Sec. 539 para. 1 BGB is excluded.

### **15.7 Other limitations of liability**

We are only liable for property damage and financial loss which we or our vicarious agents cause to you through ordinary negligence in the event of a breach of a material contractual obligation upon whose fulfilment proper performance of the contract is predicated and upon whose observance you may ordinarily rely. This liability is limited in amount to damages that were foreseeable at the time of contractual conclusion and whose occurrence must typically be expected.

We are liable without limitation for property damage and financial loss caused to you by us or our vicarious agents due to gross negligence or intent.

We are liable without limitation for damages to life, limb and health that have been caused to you by us or our vicarious agents, i.e. for any kind of negligence and for intent. The limitation of liability does not apply to claims that are exercised due to product liability and cases of mandatory liability by law.

## **16. Termination / Withdrawal of admission**

The contract is concluded only for the specifically agreed event and ends when it has been fully completed in the relationship between us and you.

The contract may be terminated or your admission as exhibitor withdrawn where the following conditions are met.

### **16.1 Priority of provisions if several circumstances apply**

Provisions on force majeure take precedence, while those on cancellation are subordinate to termination or withdrawal of admission.

## 16.2 Termination by us

We are entitled to terminate the contract or withdraw admission as an exhibitor in the event of an increased and / or unforeseen risk situation or for good cause. This applies also and in particular if:

- it can be assumed that actions, presentations and measures initiated by you or your co-exhibitors during the event relate directly to political events in Germany and / or abroad without our involvement and / or opinions will be discussed and / or expressed which are incompatible with the principles of a liberal democracy and / or the Basic Law of the Federal Republic of Germany and / or the customer's country of origin and / or the country in which the event is taking place and / or which negatively affect peaceful coexistence in Germany or in the customer's country of origin or the country in which the event is taking place;
- you are in breach of these conditions and the breach cannot be stopped or remedied in time before the event and also not permanently;
- you offer goods or services that have not been approved;
- you have not assembled and prepared, i.e. occupied, your booth by no later than 1 hour before the start of the event ("lead time") if no other lead time has been agreed;
- you fail to undertake necessary or agreed measures that are or would be conducive to the safety of visitors or other participants;
- defects or risks were identified that are attributable to you and that may place the health or life of third parties at risk;
- the necessary official permits and authorisations have not been obtained that are your responsibility;
- you fail to satisfy official conditions;
- good cause applies that would make our continued cooperation with you unreasonable and the cause cannot be stopped or remedied in time before the event and also not permanently.

A prior caution or extension of a deadline etc. is only necessary if a cessation or non-occurrence of the reason for termination is ensured and a further adherence to the contract is reasonable for us and you pay all additional costs arising from the caution or extension of a deadline as well as other necessary measures in advance or secure them suitably by provision of an unconditional guarantee.

Where termination occurs in this way, you shall owe us the agreed fees and remuneration, less any expenses saved and less any income we can generate by reallocation to an alternative exhibitor. It is refutably presumed that 90 % of the agreed fees are reasonable if termination takes place less than 2 weeks prior to or during the event.

## 16.3 Termination by you for good cause

You may terminate the contract without notice if, taking into account all circumstances of the individual case and weighing the interests of both parties, you cannot reasonably be expected to continue the contractual relationship until completion of the services and / or until the agreed termination due to conduct on our part. The provisions on force majeure shall otherwise apply.

Where you terminate the contract for good cause, the agreed fee shall be reduced with the exception of the portion that you can use elsewhere and / or has already been beneficial to you.

## 16.4 Other provisions on termination

Termination is otherwise excluded.

## 17. Force majeure and failure to hold the event

We shall be released from our obligation to perform in the event of force majeure leading to a cancellation, termination or interruption of the event. This shall apply also to the affected part of divisible services, insofar as this is reasonable for you (Sec. 275 para. 1 BGB). Our claim to your consideration shall also lapse insofar as we are not obliged to perform (Sec. 326 BGB).

### **17.1 Impossibility of holding the event**

Force majeure that makes it impossible to hold the event (e.g. because the hall cannot be placed at our disposal) or disrupts it within the meaning of Sec. 275 para. 2 BGB shall render performance of the contract between you and us impossible as well. The effectiveness of the contract between you and us is therefore predicated in this regard on the possibility of holding the event.

### **17.2 Legal consequences**

We are entitled to demand or retain the portion of the agreed participation prices which corresponds to the services already rendered by us in accordance with the contract and in the justified expectation of the event being held, insofar as we are unable to utilise such services in any other way and which we were justified in considering necessary; however, this shall not exceed 30 % of the agreed participation prices if the event has not yet begun. You are we each have the right to demonstrate that the amount should be set reasonably higher or lower. It is refutably presumed for you and for us that the reimbursement of expenses amounts to 5% of the agreed participation prices.

We may issue a prorated invoice for advertising services and other services that have already been provided for the event in accordance with the foregoing paragraph.

Where such costs are allocated to all exhibitors, it shall be done proportionally relative to the size of the individual booths.

Services rendered shall be reversed in accordance with Sec. 346 BGB in all other respects.

We are entitled to suspend reversal for the period necessary for the overall calculation, including compilation and clarification of all cost items. Where clarification of fewer than 50 % of these costs is pending, we shall implement reversal of the other parts.

You are entitled to obtain information concerning our efforts in regard to compilation and clarification, which we may also provide by way of a confirmation or report by a lawyer or auditor.

Insofar as refunds of payments we have already made to our service providers (e.g. lessor of the location and booth construction etc.) are subsequently obtained and they are received by us unconditionally and irrevocably and hence reduce the loss, these subsequent payments shall be offset with the retained or demanded participation prices on a prorated basis. We are entitled to deduct our expenses from these payments (e.g. legal fees as well).

A confirmation from a lawyer or auditor corroborating the accuracy shall be deemed adequate evidence of the payments by us that must be reimbursed by you. A presentation of receipts is not owed.

Claims against us for damages, loss of profit, claims for reimbursement of futile expenses and the like shall be excluded unless we have caused the cancellation or termination through gross negligence or wilful intent.

These consequences shall also apply to cases of impossibility pursuant to Sec. 275 para. 2 or 3 BGB.

### **17.3 Other circumstances that lead to the legal consequences of Clause 17.2**

Other serious circumstances that significantly disrupt the event or the contract but do not make them impossible shall also produce the legal consequence of Clause 17.2, provided we are not responsible for them; examples of these circumstances include:

#### **17.3.1 Conditions, orders, prohibitions**

State, official, police or court prohibitions or cessation or termination orders.

#### **17.3.2 Recommendations**

Recommendation issued by the state (federal, state, ministry, municipality, city, police, federal or state criminal investigation office, authorities, federal offices or federal institutes, state offices or state institutes, Robert Koch Institute or comparable institutions) to refrain from holding the event (e.g. due to a pandemic-like spread of a virus or a severe weather or terror warning). This shall apply also if the recommendation does not specifically address our event, rather events of its nature.

#### **17.3.3. Cancellation of similar events**

If events that are comparable in nature and size in the same or neighbouring administrative district are cancelled for the same reason.



#### **17.3.4 Cancellation or non-registration by participants etc.**

If a not insignificant number of participants or exhibitors or speakers cancel their participation or attendance at the event with actual or presumed reference to a specific circumstance and the formative character of the event is lost as a result. This shall also apply if – despite demonstrable and considerable advertising efforts – an insufficient number of participants or exhibitors confirm their attendance or register.

#### **17.3.5 Stricter conditions**

If it is or becomes economically unreasonable for us to hold the event due to stricter conditions imposed by the bodies named in Clause 17.3.2 within the meaning of Sec. 275 para. 2 BGB.

#### **17.3.6 Respect**

If holding the event and / or continuation of advertising for the event and / or individual advertising measures would be perceived by the public as disrespectful; an indication of disrespect is, for example, if a serious accident or serious incident (e.g. armed national or international conflicts) has occurred, which in each case leads to special broadcasts on TV and / or radio in close temporal connection with the city and administrative district in which the event will be held, or if the lowering of flags to half-mast is ordered, or if a not insignificant number of other events in the city and administrative district are cancelled for the same reason.

Insofar as the temporal effect only extends to or is limited to the advertising measures, the above shall apply mutatis mutandis if the sale of admission tickets has been impaired to a considerable extent as a result and it is unlikely that this sale would be made up for once the impairments have come to an end.

#### **17.4 Exclusion of relevant persons**

In the interests of protecting the health of the employees of both contracting parties, but also of the participants and contributors, it is agreed that Clause 17 shall also apply if a person who is indispensable for implementation of the event exhibits such symptoms of illness which, according to the specifications of the Robert Koch Institute or a state agency, lead to a mandatory or recommended exclusion from the event and if this person cannot reasonably be replaced by another person and the safe implementation of the event is no longer guaranteed as a result.

Clause 17 shall apply insofar as an adjustment pursuant to the following sentence is not possible if you, your employees or assistants cannot attend or participate in booth assembly or operation due to a sovereign travel ban, residence ban or participation ban and you or they cannot be reasonably replaced by other persons and contractual operation of the booth is therefore not possible or adherence to the contract is unreasonable for you. You are entitled to claim an adjustment of the contract in accordance with Sec. 313 BGB if legal or contractual force majeure or this Clause 17 does not apply; an adjustment shall be made primarily by inviting you to attend the next best event date.

#### **17.5 Foreseeability**

It is stated by way of clarification that despite knowing that the contract is concluded during the Sars-CoV-2 pandemic, both contracting parties may invoke force majeure, frustration of contract and other statutory or contractual provisions. This applies also to other circumstances that persist for several weeks (e.g. the spread of pathogens and armed conflict etc.).

#### **17.6 Authoritative time of assessment**

Where we invoke a circumstance pursuant to Clause 17, the authoritative time of assessment for whether or not a relevant circumstance applies shall be the arithmetical middle of the event (without assembly and dismantling).

Clause 17 shall apply if it becomes apparent that a circumstance pursuant to Clause 17 is occurring at this time.

Clause 17 shall also apply if this is not the case, but we can prove that the occurrence of such circumstances was most likely at the time of the cancellation or postponement; a most likely occurrence shall be refutably presumed if comparable other events in the same or neighbouring administrative districts were also cancelled for the same reason.

We shall refund the participation prices paid in all other cases, less a reasonable share attributable to you for advertising measures that have already been carried out; compensation for damages is excluded within the limits of Clause 15.

### **17.7 Milder remedy: Digital format or postponement**

An attempt shall be made to convert the event into a hybrid or digital event (cf. Clause 19) and / or a to reschedule the date and / or venue (cf. Clause 20) prior to cancellation due to a circumstance within the meaning of Clause 17; the legal consequences regulated therein shall apply.

Transformation or postponement should also be attempted as an initial adjustment measure if impossibility does not apply but frustration of contract is applicable (Sec. 313 BGB). In the event that this does not succeed, a division of risk at 50:50 (the reimbursement agreed here is the basis of assessment) shall be deemed reasonable in cases of doubt.

## **18. Cancellation**

Should you wish to cancel the contract for a reason for which we are not responsible and which is not due to force majeure or other reasons stipulated by law ("cancellation"), this shall be possible where the following conditions are met. Cancellation must be declared in writing.

Lump sums shall be determined based on the time at which your cancellation is received by us.

### **18.1 Our elective rights in the event of cancellation**

We may elect to claim the specifically agreed prices less saved expenses or to charge for our costs and our lost profit in the form of a lump sum.

You shall be required to reimburse the costs incurred by third parties in both cases (e.g. hiring of lighting or sound equipment in anticipation of the event, external staff requests and catering orders etc.) which are claimed by these third parties from us or directly from you, insofar as these services are not priced into our agreed fee and into the lump sums, for which we are obliged to provide evidence.

#### **18.1.1 If we select the lump sum**

The following lump sums shall apply if we select this option:

- 30 % of the agreed rent if cancellation of the contract is requested up to 8 weeks prior to the planned event;
- 50 % of the agreed rent if cancellation of the contract is requested less than 8 weeks prior to the planned event;
- 90 % of the agreed rent if cancellation of the contract is requested up to 5 days (Monday – Sunday) prior to the planned event;

The basis of assessment shall be the net order value attributable to our remuneration that actually exists at the time of cancellation.

You may furnish evidence that we did not incur damages or incurred less damages. In this case you will only be required to reimburse this lower amount instead of the lump sum.

The following shall apply if additional services are explicitly agreed (also):

The following shall apply insofar as we owe a certain agreed success (in the meaning of a contract for work according to Sec. 631 BGB): We are entitled to demand payment of the agreed remuneration; however, we must permit the deduction of expenses we save due to cancellation of the contract or what we acquire or maliciously refrain from acquiring through the alternative use of our labour. It is refutably presumed that we are entitled to 10 % of the agreed remuneration attributable to our outstanding work services.

The following shall apply insofar as we do not owe the orderly provision of a service (in the meaning of a service contract according to Sec. 611 BGB): We are entitled to invoice for the actual expenses incurred, as well as the actual wage costs incurred due to the cancellation, insofar as the employees intended for the fulfilment of the order cannot be deployed elsewhere or we maliciously refrain from their otherwise possible and reasonable deployment.

#### **18.1.2 If we select calculation of actual losses**

We retain our right to remuneration if we select the calculation of actual remuneration. However, we must permit the deduction of expenses we save due to termination of the contract or that we acquire or maliciously refrain from acquiring through the alternative use of our labour. It is refutably presumed that we are entitled to 10 % of the agreed remuneration attributable to our outstanding agreed services.

## **18.2 Time limit for exercising the elective rights**

We are entitled to exercise the elective rights for as long as is necessary to reach an agreement or to obtain final adjudication on the settlement. This also means that we may switch from the “lump sum” option to the “actual calculation” option – and vice versa – for as long as an agreement has not been reached or a legally binding court decision remains pending.

## **18.3 Your prior right to information**

You may request prior calculation of the costs incurred in the event of cancellation, depending on which elective right is exercised. We shall require a reasonable period of at least 5 working days (Monday – Friday) to produce this calculation. In the event of contractual settlement following cancellation, we shall be entitled to deviate upwards from this calculation by up to 10 % following cancellation if we are able to prove that correct calculation was not possible due to the short notice. We are entitled to demand reasonable remuneration for our efforts in producing this calculation.

## **19. Switch of the event to a digital format**

### **19.1 General points**

We may – but are not obliged to – switch some or all of the event to a digital format as a milder remedy before cancelling the event due to an occurrence within the meaning of Clause 17.

### **19.2 Right of withdrawal**

You have the right to withdraw from the contract if participating in the digital event is unreasonable for you. The bar for assessing the requirements for proof of unreasonableness must be set low. Unreasonableness is refutably presumed if your services registered for exhibition cannot be presented digitally or cannot be presented digitally in the short time available or a digital presentation is useless for you or comparable exhibitors also withdraw for this reason.

The right of withdrawal does not apply if we mentioned an online format as an alternative in specific cases when the contract was concluded.

### **19.3 Legal consequences of non-declared withdrawal**

In the event that you fail to declare your withdrawal within 7 days after receipt of our second notification (cf. Clause 19.4, the date of customary receipt of emails is authoritative), the original contract is deemed to have been transferred to a digital format and to be effective.

Any agreed time limits shall not begin again.

The mutual contractual services shall be appropriately adjusted in the event of a transfer to a digital format within the meaning of Sec. 313 BGB. Where the event is switched fully to a digital format, it shall be refutably presumed that the lower limit shall be 20 % and the upper limit 80 % of the participation prices agreed for a physical event.

We are entitled to predicate the holding of the digital event on whether this is economically reasonable and on whether a sufficient number of exhibitors have confirmed their attendance or refrained from withdrawing from the contract. The decision must be announced no later than 2 weeks after the second notification (cf. Clause 19.4).

The provisions of these Terms and Conditions for Exhibitors shall apply mutatis mutandis in the event of your participation in the digital event.

### **19.4 Conditions for implicit consent**

The legal consequences of 19.3 may only take effect if we have fulfilled the following conditions:

- We will notify you in writing of the new date and / or new venue.
- We will send you the information in this regard twice, each time by email and by post (the details contained in the registration or the details last used in our communication shall be authoritative).
- There shall be at least 3 days (Monday to Sunday) between circulation of the first notification (i.e. information by email and by post) and the second notification (again information by e-mail and by post).
- All of our (at least 4) notifications explicitly and clearly draw attention to the legal consequences of Clause 19.3.

### **19.5 Legal consequences of explicit consent**

Clause 19.3 shall apply mutatis mutandis if you explicitly agree to the postponement.

## **19.6 Legal consequences in the event of withdrawal or cancellation**

Clause 17 shall apply mutatis mutandis if you withdraw from the contract or insufficient numbers of exhibitors take part on the new date.

## **20. Change of date and / or venue**

### **20.1 General points**

We may change the time and / or location of an event as a milder remedy before cancelling the event due to an occurrence within the meaning of Clause 17.

### **20.2 Right of withdrawal**

You are entitled to withdraw from the event without stating reasons. However, a change in venue from the original plans is not in itself a reason for withdrawal if it is located in the same city.

The right of withdrawal does not apply if we specifically stated the alternative date and / or location upon conclusion of the contract.

### **20.3 Legal consequences of non-declared withdrawal**

In the event that you fail to declare your withdrawal within 14 days after receipt of our second notification (cf. Clause 20.4, the date of customary receipt of emails is authoritative), the original contract is deemed to have been transferred to the new location and new date and to be effective.

Any agreed time limits shall not begin again.

We are entitled to predicate the holding of the postponed event on whether the new date is economically reasonable and on whether a sufficient number of exhibitors have confirmed their attendance or refrained from withdrawing from the contract. The decision must be announced no later than 2 weeks after the second notification (cf. Clause 20.4).

### **20.4 Conditions for implicit consent**

The legal consequences of 20.3 may only take effect if we have fulfilled the following conditions:

- We will notify you in writing of the new date and / or new venue.
- We will send you the information twice, each time by email and by post (the details contained in the registration or the details last used in our communication shall be authoritative).
- There shall be at least 7 days (Monday to Sunday) between circulation of the first notification (i.e. information by email and by post) and the second notification (again information by e-mail and by post).
- All of our (at least 4) notifications explicitly and clearly draw attention to the legal consequences of Clause 20.3.

### **20.5 Legal consequences of explicit consent**

Clause 20.3 shall apply mutatis mutandis if you explicitly agree to the postponement.

### **20.6 Legal consequences in the event of withdrawal or cancellation**

Clause 17 shall apply mutatis mutandis if you withdraw from the contract or insufficient numbers of exhibitors take part on the new date.

## **21. Miscellaneous**

### **21.1 Assignment**

It is not permitted to assign non-monetary claims against us insofar as we have a legally protected interest in excluding this option or your legitimate interests in assignment do not outweigh our legitimate interests in precluding the assignment.

### **21.2 Place of jurisdiction**

The place of jurisdiction for all claims arising from the relationship with you is our place of business. We are also entitled to choose the place of jurisdiction at your place of business.

### **21.3 Choice of law**

German law shall apply.

### **21.4 Language**

In cases of doubt, the German version shall take precedence in the event that these Terms & Conditions have been translated into languages other than German.

### **21.5 Severability**

If individual or several provisions are ineffective or void for reasons other than the provisions of law concerning terms and conditions pursuant to Sec. 305 to 310 BGB, or if an omission becomes apparent which needs to be filled, you and we shall be obliged to replace the ineffective or void provision with an effective provision or to fill the omission in a manner that corresponds to the legal and commercial intentions of the ineffective or void provision and the purpose of the contract.

Sec. 139 BGB (partial invalidity) is excluded.

Where the invalidity of a provision is based on a measure of performance or time (deadline or period) stipulated therein, this provision shall be reconciled with a legally permissible measure that most closely resembles the original measure.