GENERAL TERMS OF BUSINESS OF EASYFAIRS GMBH (hereafter: Easyfairs)

1. GENERAL
The following terms and conditions for participants apply to the rental of exhibition space and the related performance of other services (stand construction, sponsoring and promotion facilities) by Easyfairs for exhibitors unless otherwise agreed in writing by the contracting parties.

2. REGISTRATION
Exhibitors may only register by completing all parts of the application form, possibly ordering other services, and accepting the terms and conditions for participants which are laid down here and the Technical Guidelines which are available at the exhibition site. The terms of the contract are subject to the written confirmation by Easyfairs. The terms presented by Easyfairs on its website are not part of the contract and must be quoted in writing by Easyfairs. The exhibitor must be fully paid. The reallocation of unoccupied spaces by the organiser does not release the exhibitor from its obligation to pay. However,Easyfairs explicitly agrees that the rental contract and any other contractual agreements with Easyfairs must be annulled on expiry of six months after the start of the exhibition in return for a flat-rate compensation payment of 50 per cent of the total amount of the net basic rental, plus incidental costs and the net costs of any other agreed services. In accordance with Clause 4 (Terms of Payment), any remaining advance payment will be refunded to the exhibitor. Should a co-exhibitor fail to comply with the contractual obligations arising from the contract or the supplementary provisions within an additional period set. This also applies, if the conditions for concluding the contract do not or no longer apply to the exhibitor and, in particular, if the exhibitor has altered its marketing programme in such a way that it is no longer consistent with the theme of the exhibition for which the exhibitor has rented the stand area.

3. APPROVAL
Exhibitors are manufacturers, retailers, trading companies, publishers and associations. As a general rule, only those exhibitors will be approved who register products and services which are relevant to the event and fulfil the requirements of the Technical Guidelines. The decision regarding the right to participate of an exhibitor or an exhibit is made by the organiser, if necessary, after a hearing. There is no legal entitlement to approval. Exhibitors who have failed to fulfill their financial obligations to the organiser or who have breached the terms and conditions of participation, the Technical Guidelines or legal requirements, may be excluded from participation. Approval as an exhibitor with the items to be exhibited and the intended technical demonstrations and presentations of services will be confirmed in writing and applies only to the exhibitor named therein. The exhibition contract and any agreements for other services between Easyfairs and the exhibitor become legally binding as soon as the approval is sent. Any other services can only be agreed in conjunction with conclusion of the exhibition contract. The approval will include a plan of the exhibition hall on which the position of the stand will be clearly marked. If the content of the stand confirmation differs from the information contained in the exhibitor’s registration, no changes can be made on the basis of the stand confirmation, unless revised in writing by the exhibitor within two weeks. The organiser reserves the right to revoke the approval granted, if it was issued on the basis of false assumptions or false information or if the requirements for approval subsequently cease to be fulfilled. If the agreement is altered at a different location, if circumstances make the agreement mandatory and provided the exhibitor can reasonably be expected to accept such changes. The organiser must state the reasons for the reallocation. The organiser reserves the right to move the entrances and exits to the exhibition grounds and the halls, as well as the aisles.

4. TERMS OF PAYMENT
The invoice for participation will be issued to the exhibitor following approval and allocation of a stand. All payments for services and for the rental of exhibition space are due in cash or by bank transfer. The invoice for participation will be issued by Easyfairs after six months before the start of the exhibition, the exhibitor is entitled to a lumpsum compensation of 50 per cent. Should the information come to the notice of Easyfairs, that the exhibitor has altered its marketing programme in such a way that it is no longer consistent with the theme of the exhibition for which the exhibitor has rented the stand area. The exhibitor is only entitled to set off claims with respect to Easyfairs if its counterclaims have a defective quality in the rented rooms/spaces and, as an exhibitor with the items to be exhibited and the intended technical demonstrations and presentations of services, are not considered to be co-exhibitors. The exhibiting company is only entitled to exercise a right of set-off in cases of gross negligence or intent on the part of the exhibitor against Easyfairs, its vicarious agents or due to a missing guaranteed property. § 536 BGB (German Civil Code) liability on the part of Easyfairs is excluded, unless the damage was due to gross negligence or intent on the part of Easyfairs or its vicarious agents or due to a missing guaranteed property. § 536 BGB (German Civil Code) and the provision of 9.1 remain unaffected.

7. EXHIBITOR’S PRODUCTS, SALES REGULATIONS
Products or services which are not listed in the approval may not be exhibited at all. Any products or services not approved may not be removed by the exhibitor at the expense of the organiser. The operation and demonstration of exhibited articles may only take place within the scope of the approved standards.

8. ADVERTISING ON THE EXHIBITION GROUNDS
Exhibits, printed matter and advertising materials may be displayed only within the rented stand but not be distributed in the aisles or in the exhibition grounds. The only exhibition-related advertising by the exhibitor which will be permitted is that which does not contravene legal regulations or offered common decency or which is not of an ideologica or political nature. The organiser is entitled to prohibit the distribution and displaying of advertising materials which may cause gash for claims. They are also entitled to place any supplies of such advertising materials in safe custody for the duration of the event. In the case of contravention of these regulations, the organiser may intervene and require alterations to be made.

9. WARRANTY, LIABILITY, COMPENSATION FOR DAMAGES, LIMITATION PERIOD
9.1 Limitations of liability, exemptions of liability, preclusive limits and provisions relating to limitations periods in the general terms of business of Easyfairs do not apply, if the fault lies with Easyfairs, to the extent of legal obligations (substantial contractual obligations), and do not apply in the case of damages arising from bodily injury or life or health.

9.6 The exhibitor is obliged to notify Easyfairs immediately of any defects of quality verbally or in writing. The exhibitor is entitled to claims against Easyfairs for damages which arise from any alterations made by the proprietors of the exhibition grounds for whatever reason or an application has been made for instituting legal insolvency proceedings against its assets, or if the exhibitor’s company is in liquidation and if, upon application for an insolvency order or insolvency declaration, the exhibitor explicitly understands and agrees that the personal data notified with the registration will be stored, processed, or processed on — including using automatic data processing systems — in accordance with BDSG (Ger- man Data Protection Act), provided this is necessary solely for business purposes. Each exhibitor will receive two exhibitor’s passes free of charge. Additional exhibitor’s passes may be granted by the organiser, but no legal entitlement exists in this respect.

5. CO-EXHIBITORS
It is not permitted to transfer an allotted stand or parts thereof, whether for a fee or free of charge, to a co-exhibitor. If a co-exhibitor is to be incorporated, the exhibitor must make an agreement with Easyfairs in writing by the exhibitor within two weeks. The organs reserves the right to revoke the approval granted, if it was issued on the basis of false assumptions or false information or if the requirements for approval subsequently cease to be fulfilled. If the agreement is altered at a different location, if circumstances make the agreement mandatory and provided the exhibitor can reasonably be expected to accept such changes. The organiser must state the reasons for the reallocation. The organiser reserves the right to move the entrances and exits to the exhibition grounds and the halls, as well as the aisles.

5. CO-EXHIBITORS
It is not permitted to transfer an allotted stand or parts thereof, whether for a fee or free of charge, to a co-exhibitor. If a co-exhibitor is to be incorporated, the exhibitor must make an agreement with Easyfairs in writing by the exhibitor within two weeks. The organs reserves the right to revoke the approval granted, if it was issued on the basis of false assumptions or false information or if the requirements for approval subsequently cease to be fulfilled. If the agreement is altered at a different location, if circumstances make the agreement mandatory and provided the exhibitor can reasonably be expected to accept such changes. The organiser must state the reasons for the reallocation. The organiser reserves the right to move the entrances and exits to the exhibition grounds and the halls, as well as the aisles.

6. WITHDRAWAL / TERMINATION
Withdrawal or termination in a size of the stand by the exhibitor is no longer possible after approval, unless this is due to gross negligence or insolvency on the part of Easyfairs or the provisions of § 932, 324, 326 BGB (German Civil Code) were applicable. The same applies to any other additionally agreed services (service contracts, sponsoring and promotion facilities). The organs reserves the right to revoke the approval granted, if it was issued on the basis of false assumptions or false information or if the requirements for approval subsequently cease to be fulfilled. If the agreement is altered at a different location, if circumstances make the agreement mandatory and provided the exhibitor can reasonably be expected to accept such changes. The organiser must state the reasons for the reallocation. The organiser reserves the right to move the entrances and exits to the exhibition grounds and the halls, as well as the aisles.

6. WITHDRAWAL / TERMINATION
Withdrawal or termination in a size of the stand by the exhibitor is no longer possible after approval, unless this is due to gross negligence or insolvency on the part of Easyfairs or the provisions of § 932, 324, 326 BGB (German Civil Code) were applicable. The same applies to any other additionally agreed services (service contracts, sponsoring and promotion facilities). The organs reserves the right to revoke the approval granted, if it was issued on the basis of false assumptions or false information or if the requirements for approval subsequently cease to be fulfilled. If the agreement is altered at a different location, if circumstances make the agreement mandatory and provided the exhibitor can reasonably be expected to accept such changes. The organiser must state the reasons for the reallocation. The organiser reserves the right to move the entrances and exits to the exhibition grounds and the halls, as well as the aisles.

6. WITHDRAWAL / TERMINATION
Withdrawal or termination in a size of the stand by the exhibitor is no longer possible after approval, unless this is due to gross negligence or insolvency on the part of Easyfairs or the provisions of § 932, 324, 326 BGB (German Civil Code) were applicable. The same applies to any other additionally agreed services (service contracts, sponsoring and promotion facilities). The organs reserves the right to revoke the approval granted, if it was issued on the basis of false assumptions or false information or if the requirements for approval subsequently cease to be fulfilled. If the agreement is altered at a different location, if circumstances make the agreement mandatory and provided the exhibitor can reasonably be expected to accept such changes. The organiser must state the reasons for the reallocation. The organiser reserves the right to move the entrances and exits to the exhibition grounds and the halls, as well as the aisles.

6. WITHDRAWAL / TERMINATION
Withdrawal or termination in a size of the stand by the exhibitor is no longer possible after approval, unless this is due to gross negligence or insolvency on the part of Easyfairs or the provisions of § 932, 324, 326 BGB (German Civil Code) were applicable. The same applies to any other additionally agreed services (service contracts, sponsoring and promotion facilities). The organs reserves the right to revoke the approval granted, if it was issued on the basis of false assumptions or false information or if the requirements for approval subsequently cease to be fulfilled. If the agreement is altered at a different location, if circumstances make the agreement mandatory and provided the exhibitor can reasonably be expected to accept such changes. The organiser must state the reasons for the reallocation. The organiser reserves the right to move the entrances and exits to the exhibition grounds and the halls, as well as the aisles.
action if the exhibitor is not a businessman or is not a legal entity under public law or special assets under public law are not involved. In any case, however, liability on the part of Easyfairs is excluded regarding damage, the scope and amount of which cannot be foreseen. If claims are made with Easyfairs on account of a breach of substantial contractual obligations (cardinal obligations) for reasons of only ordinary negligence, liability for damages is limited to the typically foreseeable damage customary to such contracts and limited to the amount of the agreed total price. Insofar as the liability of Easyfairs is excluded or limited, this also applies to the personal liability of its employees, co-workers, representatives, and vicarious agents. Otherwise the provision of 9.1 remains unaffected.

9.8. All contractual and statutory claims on the part of the exhibitor with respect to Easyfairs fall under the statutes of limitations within 6 months, unless due to deliberate action by the legal representatives of Easyfairs, its employees or its vicarious agents. The same applies to direct claims made with respect to the abovementioned category of persons. The period of limitation begins on the working day following the end of the event. The provision of 9.1 remains unaffected.

10. OPERATION OF THE EXHIBITION STANDS
During the opening hours of the event, the stand must be adequately staffed and accessible to visitors. Other stands of third parties may not be entered outside the daily opening hours of the exhibition without the permission of the standholder.

11. CONSTRUCTION AND DESIGN OF STANDS
Guidelines for the construction and layout of the stand are laid down by the organizers and are binding. They will be provided to exhibitors in the Technical Guidelines. The Technical Guidelines for exhibitors and standbuilders form an integral part of the contract. The current version of these guidelines is available upon request. They are subject to subsequent changes which will then be binding for the event. The relevant statutory provisions and administrative regulations are binding on the exhibitor and its contractors. Handling items within the exhibition grounds, i.e. unloading and providing auxiliary technical devices and moving them to the stand, as well as customs clearance for temporary and/or permanent imports, will be the sole responsibility of the organizers’ appointed forwarding agents.

12. TECHNICAL SERVICES
The organizers are responsible for the general heating, air conditioning and lighting in the halls. The costs for the installation of water, power, compressed air, and telecommunications connections for individual stands, as well as the consumption costs and all other services will be charged separately to the exhibitor. All stand arrangements may also be carried out by other specialized firms, the names of which are to be submitted to the organizers on request. The organizers are entitled to inspect the installations but are not obliged to do so. The exhibitor is liable for any damage caused by the installations. Connections, machines, and equipment, which are not approved, which do not comply with the relevant terms and conditions or where consumption is greater than that notified, may be removed at the exhibitor’s expense. The standholder is liable for any and all damage arising through the unchecked use of energy.

13. WASTE DISPOSAL, CLEANING
Each exhibitor is responsible for disposing of its own rubbish/waste. Information for the exhibitor about waste disposal facilities on the exhibition grounds is included in the Technical Guidelines. The organizers will arrange for the cleaning of the grounds, the halls, the stands, and the aisles.

14. SECURITY
The organizers assume responsibility for the general safety of the exhibition halls and the outdoor facilities throughout the actual event. During the construction and dismantling periods, general surveillance will be provided. Security provision will begin on the first day of construction and end on the last day of dismantling. The organizers are entitled to implement any measure necessary for safety and surveillance. Exhibitors who want their property guarded must organise this themselves. The general security arranged by the organizers does not restrict their exclusion of liability with respect to damage to persons or property. Extra security during the event may only be provided by the security firm appointed by the venue organiser.

15. DOMICILIARY RIGHTS
Domiciliary rights during the construction and dismantling periods and for the duration of the actual event are exercised jointly throughout the exhibition grounds by Easyfairs and the venue organiser. The organizers and the venue organiser are entitled to issue directives. Animals may not be brought into the exhibition grounds and photography is not permitted. The organizers are entitled to commission photographs, sketches and filming of events at the exhibition, exhibition structures and stands and items exhibited and to use them for the purpose of advertising and for publication in the press, without the exhibitor being able to raise objections on any grounds whatsoever. The same also applies to visual or audio reproductions carried out by the press with the authorization of the organizers.

16. RESERVATIONS AND FORCE MAJEURE
16.1. If the organizer is prevented in whole or in part from fulfilling his obligations by cases of force majeure, he shall be released from the fulfillment of this contract until the force majeure ceases to exist. However, the Exhibitor shall be informed of this immediately by the Organizer, unless the latter is also prevented by a case of force majeure. The impossibility of a sufficient supply of auxiliary materials, such as electricity, heating, etc., as well as strikes and lockouts, the outbreak of an epidemic or pandemic, as well as terrorist attacks, shall be deemed equivalent to a case of force majeure, unless they are only of short duration and are the fault of the organizer.

16.2. In the event of force majeure, the organizer is entitled to postpone the event. In this respect, the Exhibitor shall not be entitled to withdraw from the contract or to claim damages, and the Organizer shall not be liable. However, the organizer agrees to credit any advance payments made against the participation in the postponed event.

16.3. If it is not possible to reschedule the event within a reasonable period of time, or if the Organizer expressly demonstrates that a rescheduling is unreasonable for him, he shall receive a refund of the stand fees paid, less a flat-rate compensation for agreed additional services in the amount of 20%. The Organizer is at liberty to prove that no or significantly lower expenses were incurred by the Organizer.

16.4. If the Exhibitor is unable to participate in the event due to force majeure (e.g. travel restrictions imposed by local authorities), he shall not be entitled to a refund of his deposit, to withdraw from the contract or to claim damages. However, the Organizer is willing to credit the deposit to the participation in the next event.

16.5. In cases other than force majeure, the Organizer is entitled to cancel the event or to choose another location in case of unforeseen circumstances beyond the Organizer’s control, which make it impossible or considerably more difficult to hold the planned event or a cancellation. The event must be held in a place where the Organizer is not responsible for the event. In this respect, the event must take place within a radius of 70 km from the original event location or within a period of 60 days prior to the planned event date or thereafter. In such a case, the Exhibitor shall not be entitled to a refund of the advance payment, to withdraw from the contract or to claim damages, and the Organizer shall not be liable. The organizer must inform the exhibitor immediately of the cancellation or postponement of the event. If the exhibitor does not declare within a period of 15 working days that he does not wish to participate in the event, his consent shall be deemed to have been given.

17. MISCELLANEOUS
All agreements, individual authorizations and special regulations must be confirmed in writing by the organizers. Where letters of approval contain a reference to the fact that they were produced by the organizers using electronic data processing technology, no other form is required. Otherwise, facsimile signatures are adequate. The terms of participation and any other written agreements will remain valid even if any individual provisions should prove to be invalid. The provision in question must then be interpreted in such a manner that its original commercial and legal intent is achieved as far as possible. The place of jurisdiction and place of performance is the registered office of Easyfairs in Bielefeld, if the client is a businessman, if it has no general place of jurisdiction in Germany, if it has changed its place of abode or its usual place of residence after conclusion of the contract to somewhere outside the territory covered by the applicable law, or if its place of abode or usual place of residence is unknown at the time when proceedings are instituted. Otherwise the general court of jurisdiction is that of the exhibitor. The law of the Federal Republic of Germany applies to the exclusion of U.K. purchase law. The German version of the contract is deemed to be accepted as binding.