

# 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 will be issued subsequently. The form should be validly signed and sent, faxed or e-mailed to Easyfairs.

The items exhibited, as well as the presentations of products and services, relate to the actual or potential technologies and/or services of the respective segment of industry, for which the exhibition is being held. The items exhibited and the presentations carried out by the exhibitors must apply exclusively to this theme. The exhibits must be identified by a full description and, in the case of equipment and machines, the weight and height must also be specified. To ensure accuracy, brochures and production descriptions must be submitted to the organisers on request. Conditions or provisions included in the registration will not be taken into consideration. The minimum stand size is 8 square meters. Smaller spaces will only be allocated, if such spaces result unavoidably during the planning process. In calculating prices, each part of a square meter will be charged as a full square meter. Any areas which are not right-angled will be calculated by standardising them as though they were right-angled. Projections, pillars, columns and areas for utility connections will be included in the calculation of the space. Special requests concerning location, which will be taken into consideration where possible, do not constitute a requirement for participation. Exclusion of competition will not be accepted. Registration is binding, irrespective of notification of approval of an exhibitor on the part of the organisers. The registration will not come into force until it is received by the organisers and is binding up until notification of approval or conclusive non-approval. The exhibitor explicitly understands and agrees that the personal data notified with the registration will be stored, processed or passed on – including by the use of automatic data processing systems – in accordance with BDSG (German 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 organisers, but no legal entitlement exists in this respect.

## 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 under Clause 2. The decision regarding the right to participate of an exhibitor or an exhibit is made by the organisers, if necessary, after a hearing. There is no legal entitlement to approval. Exhibitors who have failed to fulfil their financial obligations to the organisers 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, the agreement will come into force on the basis of the stand confirmation, unless revoked in writing by the exhibitor within two weeks. The organisers are entitled 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 apply. The organisers may allot the exhibitor a stand at a different location, if circumstances make this mandatory and provided the exhibitor can reasonably be expected to accept such change. The organisers must state the reasons for the reallocation. The organisers reserve 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. Any complaints must be made in writing immediately on receipt of the invoice. Objections raised at a later date will not be accepted. 50% of the amount of all participation invoices issued by the organisers falls due without any deductions as soon as the invoice is received and is payable no later than 10 days from the date of the invoice. The remaining 50% must be paid no later than 90 days before the exhibition opens. All invoices issued after "90 days before the exhibition opens", are immediately due and payable in full (100%). Separate invoices are issued for other services or supplies which are ordered separately at a later point in time. Such invoices are due from the date of delivery or provision of the service, but no later than upon receipt of the invoice and payable within 30 days of receipt of the invoice. If registration takes place after the deadline "90 days before the exhibition opens", the invoice is due either by the date specified in the invoice, or otherwise immediately and must be paid in full no later than 10 days from the date of the invoice. The fees for services are printed on the respective order forms. In cases where invoices are sent to a third party, on the instruction of the exhibitor, the exhibitor remains liable for their payment. Payments, quoting the invoice number and the event to which they relate, should be sent to: Easyfairs GmbH, Kremser Straße 16, 70469 Stuttgart, Germany, and credited to the respective account shown on the invoice. The agreed terms of payment must be observed. If the invoiced amounts are not received on time in the account of the organisers, the latter will be entitled to demand, without prior notice, default interest of 8 per cent p.a. until receipt of the payment by the company, or otherwise 5 per cent p.a. above the base rate under § 247 BGB (German Civil Code). In the case of non-observance of the dates for payment (or incomplete payment for the space) by the exhibitor, the organisers may cancel the approved space in its entirety and dispose of it as they see fit. Regarding compensation, Clause 6 of the terms and conditions applies. In addition, should the payment of 100 per cent of the stand rental not be received by the date for payment specified in the invoice, the stand may not be opened. In the event that any or all obligations are not fulfilled by the exhibitor, the organisers are entitled, by virtue of the right of lien, to retain any stand equipment or exhibition materials brought by the exhibitor. § 562 a BGB (German Civil Code) does not apply, unless sufficient security already exists. If payment is not received within

the period prescribed, the organisers are entitled to sell the retained items by private contract, after giving due notification in writing. The organisers do not accept liability for loss of and/or damage to the items retained.

## 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 third party. No promotion or advertising activities may be carried out on the stand for products or companies whose names do not appear in the approval. If a co-exhibitor is to be incorporated, the exhibitor must make an application to the organisers. The co-exhibitor is subject to the same terms and conditions as the main exhibitor. The co-exhibitor must pay the indicated co-exhibitor fee. Moreover, the stand's main exhibitor still remains liable for the co-exhibitor fee. The incorporation of a co-exhibitor entitles the organisers to terminate the contract with the main exhibitor without notice and to have the stand cleared at the expense of the main exhibitor. The exhibitor waives its rights in this respect, on the grounds of unauthorised independent action. The main exhibitor is not entitled to any compensation claims. Co-exhibitors are deemed to be any and all exhibitors who appear or exhibit on the stand alongside the main exhibitor. They are also considered to be co-exhibitors, when they have close economic or organisational ties with the main exhibitor. Company representatives will not be approved as co-exhibitors. Additional representatives of manufacturers of such equipment, machines or other products as are required but not offered for the demonstration of an exhibitor's products, are not considered to be co-exhibitors.

## 6. WITHDRAWAL / TERMINATION

Withdrawal from or a reduction in the size of the stand by the exhibitor is no longer possible after approval, unless this is due to gross negligence or intent on the part of Easyfairs or the provisions of §§ 323, 324, 326 BGB (German Civil Code) were applicable. The same applies to any other additionally agreed services (service packages, sponsoring and promotion facilities). The participation fee and the cost of the services actually provided must be fully paid. The reallocation of unoccupied spaces by the organisers does not release the exhibitor from its obligation to pay. However, Easyfairs explicitly agrees that the rental contract and any other additionally agreed services may be annulled in writing up to and including six months before the start of the exhibition in return for a flatrate compensation payment of 40 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 participate, the co-exhibitor fee must still be paid in full. The withdrawal and non-participation of the main exhibitor simultaneously results in the exclusion of the co-exhibitor and revocation of its approval. Easyfairs is authorised to terminate the contract concluded without observing any period of notice and notwithstanding the further liability of the exhibitor for the full rental and the costs incurred, if the exhibitor fails to fulfil 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 manufacturing 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 same applies if the exhibitor's financial circumstances have deteriorated, if it has discontinued its payments 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 conclusion of the contract, the organisers learn that their claim for payment is jeopardised due to the exhibitor's poor financial situation. If the facts inducing Easyfairs to terminate the contract come to its knowledge within 6 months before the start of the exhibition, then Easyfairs is entitled to a lumpsum compensation of 40 per cent. Should the information come to the notice of Easyfairs after six months before the start of the exhibition, the compensation will amount to 100 per cent of the net basic rent plus incidental costs and the net costs of any other agreed services. Where the organisers claim lumpsum compensation, the exhibitor will remain at liberty to prove that no or substantially lower expenses have been incurred by the organisers.

## 7. EXHIBITOR'S PRODUCTS, SALES REGULATIONS

Products or services which are not listed in the approval may not be exhibited or offered. Any products not approved may be removed by the organisers at the exhibitor's expense. 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 offend common decency or which is not of an ideological or political nature. The organisers are entitled to prohibit the distribution and displaying of advertising materials which may give cause for complaint. 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 organisers 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 limitation periods in the general terms of business of Easyfairs do not apply, if the fault lies with Easyfairs, to a breach of cardinal obligations (substantial contractual obligations), and do not apply in the case of damages arising from bodily injury or injury to life or health.

9.2. The exhibitor is obliged to notify Easyfairs immediately of any defects of quality verbally and in writing. The exhibitor is entitled to claims only if Easyfairs has failed to remedy the defect within a reasonable period of time or if remedial action is impossible or was refused. The exhibitor, however, is entitled only to a termination of the contract without notice or to a proportionate reduction of the price. Any further 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.

9.3. Exhibitor's claims for damages with respect to Easyfairs, for whatever legal reason, are excluded, unless the damage that has occurred is due to gross negligence or intent on the part of the legal representatives of Easyfairs, its employees or vicarious agents. The same applies to direct claims made with respect to the abovementioned category of persons. The provision of 9.1 also remains unaffected in this case.

9.4. Easyfairs accepts no duty of care for the items exhibited and the stand equipment and excludes all liability for damages to these except in case of intent or gross negligence on the part of its employees as well. Easyfairs bears none of the exhibitor's insurable risks. The exhibitor's attention is drawn expressly to the possibility of taking out its own insurance. Easyfairs accepts no liability for loss or damage suffered by the exhibitor as a result of erroneous information relating to the position of the stand, the stand construction or the stand design authorisation, as well as that arising from changes to the size of the stand, where objections were not immediately raised, and other unsatisfactory service provision, unless Easyfairs is responsible for this due to deliberate or negligent behaviour by staff. Easyfairs also accepts no liability for damages which arise from any alterations made by the proprietors of the exhibition grounds for whatever reason, which are detrimental to the exhibitor.

9.5. Claims of whatever kind on the part of the exhibitor against Easyfairs, its vicarious agents or its employees, are to be filed with Easyfairs in writing no later than 14 days after the end of the event. Claims by the exhibitor received at a later date will no longer be considered (preclusive time limit). The provision of 9.1 remains unaffected.

9.6. The exhibitor is only entitled to set off claims with respect to Easyfairs if its counterclaims have been found to be legally unappealable, are undisputed, or have been recognised by Easyfairs. The same applies to rights of retention involving a businessman, a legal entity under public law or special assets under public law. If the exhibitor does not belong to this category of persons, it is entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

9.7. Easyfairs is only liable for damages due to defective quality in the rented rooms/spaces and, if applicable, other rented objects or if the damages are due to the deliberate or grossly negligent breach of its contractual obligations. In case of the failure of any facilities, interruptions, or in case of other occurrences that are detrimental to the event, Easyfairs only accepts liability, if it can be proved that these occurrences have been caused by Easyfairs or its vicarious agents either deliberately or due to gross negligence. Easyfairs does not accept any liability with respect to the exhibitor – unless the action is intentional – for loss of expected profits or other financial losses. This limitation of liability does not apply in the event of grossly negligent 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 with regard to 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 organisers 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 organisers' appointed forwarding agents.

## 12. TECHNICAL SERVICES

The organisers 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 installations may only be carried out by the organiser's appointed contractor. Within the stand, installations may also be carried out by other specialised firms, the names of which are to be submitted to the organisers on request. The organisers 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 organisers will arrange for the cleaning of the grounds, the halls, the stands and the aisles.

## 14. SECURITY

The organisers 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 organisers 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 organisers 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 organisers and the venue organiser are entitled to issue directives. Animals may not be brought into the exhibition grounds and photography is not permitted. The organisers 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 authorisation of the organisers.

## 16. FORCE MAJEURE

If Easyfairs is prevented in whole or in part from fulfilling its obligations due to cases of force majeure, it will be released from its obligations. Easyfairs must inform the exhibitor of this immediately, unless it is also prevented from doing so due to a case of force majeure. The impossibility of an adequate supply of electricity, water, etc., as well as strikes and lock-outs, the outbreak of an epidemic or pandemic, as well as terrorist attacks, will be equated to a case of force majeure, unless they are of short duration or are caused by Easyfairs. In cases of force majeure or equivalent cases the exhibitor will be refunded in full or in part any stand fees and/or admission fees paid to Easyfairs. There are no further claims for reimbursement or compensation. If the event is rescheduled the exhibitor is neither entitled to withdraw from the contract nor to claim damages, liability by Easyfairs is excluded.

## 17. MISCELLANEOUS

All agreements, individual authorisations and special regulations must be confirmed in writing by the organisers. Where letters of approval contain a reference to the fact that they were produced by the organisers 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 Munich, 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 UN purchase law. The German version of the contract is deemed to be accepted as binding.

Easyfairs GmbH, Stuttgart, April 2021