

General Terms of Participation of Hamburg Messe und Congress GmbH for joint company exhibitions in the framework of participation in trade fairs and exhibitions abroad

1 Basis of contract and supplementary provisions

1.1 The organiser of the joint company participation is:

Hamburg Messe und Congress GmbH

P.O.Box 30 24 80
20308 Hamburg, Germany

Visitor address:
Messeplatz 1
20357 Hamburg, Germany

Commercial Reg. No.: HRB 12054 at Hamburg Municipal Court
VAT Reg. No.: DE811214125

Tel: +49 (0) 40 35 69 - 0
Fax: +49 (0) 40 35 69 - 2203
Internet: <http://www.hamburg-messe.com>
E-mail: info@hamburg-messe.de

- hereinafter called **HMC** -

1.2 The contractual relations between the Applicant/Exhibitor and HMC shall be governed by these "**General Terms of Participation**" the "**Specific Terms of Participation**" of the respective event, the "Application", the provisions of the "Service Folder", and the other terms and conditions which are provided separately to the Exhibitor.

The provisions in the Application and the Specific Terms of Participation prevail over these General Terms of Participation. Any deviating regulations of the respective host country shall take precedence.

2 Application and approval

2.1 Application for participation shall be effected exclusively by timely submission of the completed application form, signed with legally valid signature, to HMC, recognising the conditions set out in clause 1.2. The application is legally binding, regardless of whether approval has been given. It is not permissible to set conditions or reservations in application, and any such conditions or reservations shall be disregarded.

2.2 Receipt of application will be confirmed in writing by HMC. Application and confirmation of reception do not constitute any entitlement to approval, or to a certain size and position of the stand. In particular, HMC can reduce the number of square metres if the exhibition space available is oversubscribed. Special wishes such as corner stands will be met where possible;

however, there is no entitlement to fulfilment of such wishes.

2.3 Approval of the applicant is subject to the following:

- available exhibition space;
- the applicant must fulfil the conditions set out in clause 1.2 and there must be no reasons which oppose approval;
- the applicant's exhibits must fit into the overall framework and concept of the joint company presentation; and
- applicant must have paid the application fee in the form of an advance payment amounting to 20% (unless otherwise specified) of the probable net participation fee.

2.4 Companies which have not fulfilled their financial obligations from previous events or have otherwise infringed contractual conditions (see clause 1.2) or other terms may be excluded from approval.

2.5 The contract between HMC and the Exhibitor is concluded on granting of approval. A plan will be attached to the approval, showing the position and dimensions of the stand. HMC is not liable for any differences in dimensions and any resulting minor differences between the planned size and the actual size of the stand. There is no legal entitlement to the allocation of exhibition space.

2.6 After approval of the Exhibitor, HMC may allocate to a different exhibition space than the one indicated in the approval under the following conditions:

- if this is necessary because not all of the space offered by HMC is rented, and a change is needed to maintain the overall appearance;
- and if the Exhibitor is provided with a space that is basically similar in position and size.

In the event that HMC is compelled by circumstances beyond its control such as orders from public authorities or instructions from Exhibition and Trade Fair Management to relocate or change individual stands or entrances, routes or exits subsequent to granting approval, such relocation or change does not give entitlement to any claims.

2.7 After approval by HMC, the application and the obligation to pay the participation fee shall remain legally binding, even if, for example, import requests by the Exhibitor are not met or not fully met by the responsible bodies, or the exhibits do not arrive in due time (e.g. due to loss, or delay in transport or customs clearance) or do not arrive at the event at all, or entry visas for the Exhibitor or its authorised representatives are not available in due time. The Exhibitor shall be responsible for such circumstances.

2.8 Stands must be handed over to the Exhibitor or its authorised representative following agreement with HMC before the start of the

event. Any stands which are not taken over in accordance with agreement by the Exhibitor or its authorised representative may be otherwise allocated, without the Exhibitor being entitled to make any claims beyond the rights set out in clause 7.

2.9 HMC shall be entitled to revoke the approval if it was given on the basis of false conditions or indications, or the conditions for approval subsequently become no longer applicable.

3 Unauthorised transfer of stand space; Joint Exhibitors; Co-Exhibitors; additionally represented companies

3.1 It is not permitted to exchange allocated stand space with another Exhibitor either in part or as complete transfer or sub-letting of the space to third parties, without the consent of HMC. In the event of infringement, HMC is entitled to terminate the contractual relationship for good cause, with immediate effect. If a number of Exhibitors jointly rent a stand space, each of the Exhibitors shall have joint and several liability.

3.2 The Exhibitor may take on Co-Exhibitors and/or additionally represented companies only after the prior consent of HMC. Co-Exhibitors are all companies other than the applicant/Exhibitor which are represented on the stand with their own personnel. They shall still be considered Co-Exhibitors if they have close economic or organisational relations to the Exhibitor.

Additionally Represented Companies are all companies other than the applicant/Exhibitor which are represented on the stand with their own products but without their own personnel. All companies must already be indicated by the Exhibitor in the application. Companies not specified in the application are not permitted to show exhibits at the Exhibitor's stand.

3.3 A registration fee is charged for each participating Co-Exhibitor (cf. Specific Terms of Participation); it will be invoiced, plus VAT at the rate in force at the time, together with the participation fee. Co-Exhibitors will be included in the media provided by HMC, subject to payment, and can advertise in the Index of Exhibits.

3.4 The principal Exhibitor shall be liable for any culpability of its sub-Exhibitors and their agents and servants in the same way as for own culpability and culpability of own agents and servants. The principal Exhibitor shall pass on the instructions mentioned in clause 1.2 to such Co-Exhibitors, to any additionally represented companies and other parties involved in the trade fair presentation, and is responsible for their compliance with such instructions. The principal Exhibitor shall constantly monitor compliance with the conditions mentioned above, and in the event of infringement shall take action and inform HMC of such infringement.

4 Terms and conditions of payment

4.1 An advance payment of 20% of the probable net participation fee becomes payable on application for participation (unless otherwise specified), and is to be paid by bank transfer. The principal Exhibitor will receive an invoice for this. Approval will not be granted until effective receipt of payment. If approval is not granted, such payment will be reimbursed.

4.2 The total amount, minus the advance payment made, shall be payable on receipt of the invoice for the participation fee.

4.3 If the period for payment is not observed despite reminder and setting of a subsequent period for payment, HMC shall be entitled to rescind the contract and to dispose otherwise of the stand space, and to apply the legal consequences set out in clause 7.

4.4 If the Exhibitor has placed orders with HMC for chargeable services over and above the services covered for HMC by the participation fee, the cost of such services will be invoiced to the Exhibitor accordingly.

5 Assignment, offset, right of retention

Assignment of claims against HMC is not permissible. Offsetting and the right of retention are likewise excluded, unless there is an undisputed claim or a claim stipulated by final legal ruling against HMC.

6 Rescission and non-participation

6.1 HMC is entitled to rescind the contract if insolvency proceedings are instituted against the assets of the Exhibitor; in such case, the Exhibitor is required to inform HMC without delay.

6.2 Rescission by the Exhibitor does not normally release Exhibitor from its contractual obligations.

6.3 Free-of-charge rescission by the applicant is possible until the final date for application.

6.4 After approval, it is no longer possible for the Exhibitor to rescind the contract or reduce its stand space. If the Exhibitor nevertheless declines to occupy the stand space allocated, it has the following obligations:

- Payment of the full participation fee, unless the space can be otherwise let by HMC (in particular unless it is let otherwise than by exchange with another Exhibitor);
- Payment of 40% of the net participation fee, or a minimum of EUR 500, if the space can be otherwise let by HMC.

6.5 Any rescission by the Exhibitor shall become effective only on receipt of its written declaration by HMC.

6.6 With respect to lump-sum amounts charged by HMC, Exhibitor shall have the right to prove to HMC that HMC incurred no damage, or only much less damage than the amount charged.

6.7 If it is not possible in the short time available to find another interested party, or if the stand space cannot be occupied with another Exhibitor, HMC is entitled to arrange the exhibition space at the expense of the Exhibitor.

6.8 HMC is under no obligation to accept a substitute Exhibitor proposed by the Exhibitor.

7 Stand fittings, design, signage and other services

7.1 The stand fittings, individual design and signage of the stands, where these go beyond the services of HMC as set out in the specific terms of participation, shall be up to each individual Exhibitor. However, the construction rules and regulations applicable at the event venue shall be applicable for the type of design.

The Exhibitor is obliged to discuss and agree on its design arrangements in advance with HMC. Any stand design which does not comply with the construction rules and regulations valid at the event venue may be removed or changed by HMC at the expense of the Exhibitor.

7.2 The ordering, handling, etc. of services going beyond those offered by HMC is up to the Exhibitor itself and if applicable can be booked by the Exhibitor separately via the service folder.

7.3 All types of presentation (in particular audio presentations) at the stand space of the Exhibitor are subject to written approval by HMC.

7.4 It is not permitted to hand over goods against payment at the stand (over-the-counter cash sale).

8 Exhibits and stand staff

8.1 Any exhibits which pose a fire hazard, which have a strong smell, or the presentation of which involves noise or other dangers, shall be exhibited only after prior approval by HMC. Any exhibits, stand equipment and/or other objects which were not mentioned in the application or which to any unreasonable extent have a disruptive or disturbing impact on the smooth running of the event due to their appearance, smell, lack of cleanliness, noise or other characteristics or which turn out to be unsuitable in other respects, must be removed immediately on request by HMC.

If such objects are not removed immediately, HMC can have them removed at the expense of the Exhibitor, and terminate the contract for good cause with immediate effect.

8.2 The Exhibitor is obliged to ensure competent stand staffing for the whole duration of the event.

8.3 HMC shall have the right to have photographs, drawings as well as film and video recordings made of the activities at exhibitions, the exhibition structures and stands, and the exhibited objects for use in advertisements or press publications unless the Exhibitor registers objection to this. The same shall apply to photographs or recordings made by the press or by television stations with HMC's approval.

Photography and filming within exhibition objects is generally permissible. However, HMC shall not be held liable for infringement on third party's rights by such recordings or photographs. Photographs or films of other exhibitors' stands or exhibits shall be permissible only with the respective exhibitor's permission.

8.4 It is up to the Exhibitor to secure any copyright or industrial property right entitlements, etc. for the exhibits. Every Exhibitor is required to observe the industrial property rights of other exhibitors, and to refrain from infringing them.

9 Transportation, assembly and disassembly of exhibits and stand fittings

It is exclusively a matter for the Exhibitor to arrange outward and return transportation of the exhibits to the exhibition stand, storage of any empty containers, use of any required lifting and conveying equipment, deployment of persons for packing and unpacking, setting up exhibits and dismantling them again, repackaging them, and all other related activities. HMC shall bear no liability of any kind for these activities. HMC can set a binding requirement for use of a local forwarding agent for handling of the forwarding work at the site of the joint participation.

10 Insurance and liability

10.1 HMC shall be liable (a) for any damage caused wilfully or in gross negligence; (b) for any harm to life, limb or health caused wilfully or in gross negligence; (c) for any claims raised under German product liability law, and (d) provided that any defect of an object or matter was concealed, or that an express warranty was granted regarding the nature or quality of an object or matter. HMC shall be liable only for culpability of its statutory representatives and senior executives, except in the case of infringement of principal contractual duties (cardinal obligations) or loss of life, physical injury or impairment to health.

10.2 In cases of minor negligence, HMC is liable only for infringement of principal contractual duties or loss of life, physical injury or impairment to health. Liability shall be limited to foreseeable damage, the occurrence of which must typically be expected in the circumstances. Where HMC is liable for minor negligence, liability is limited to €10,000. To the extent that liability is excluded or limited under these Terms and Conditions, the same exclusions or limitations shall apply to HMC's vicarious agents. HMC shall be liable for its vicarious agents' fault or negligence without being able to seek discharge due to its fault in the choice of agent (culpa in eligendo).

10.3 Any damage shall be notified to HMC without delay in writing.

10.4 In the event of damage, HMC shall pay compensation for damages only to the amount of the current market value, on presentation of written proof of the cost of acquisition. Compensation for damages is excluded if lateness of damage reporting caused by Exhibitor results in refusal by HMC's insurer to compensate for the damage.

10.5 HMC shall under no circumstances be liable for any damage or theft of exhibits. In addition, the Exhibitor explicitly releases HMC from any claims, by acceptance of the present Terms of Participation.

10.6 It is up to the Exhibitor to insure the exhibits against all risks of transportation and risks occurring during the event, in particular damage, theft, etc.

10.7 The Exhibitor shall be liable to HMC or any third parties involved for all damage caused by its participation, including damage caused to buildings at the exhibition site and their fittings, and shall indemnify HMC for any claims by third parties.

11 Circular letter

After allocation of the stand spaces, the Exhibitors will be informed by circular letter on matters of preparation and conduct of the joint participation. Any consequences from non-compliance with such circular letters shall be borne exclusively by the Exhibitor. Said circular letters may be communicated in text form.

12 Reservations

12.1 Any rules and regulations of the responsible bodies in the host country that diverge from the present Terms of Participation or impose additional restrictions shall take precedence at all times. HMC shall not be liable for any resulting damage or other disadvantages caused to the Exhibitor.

12.2 HMC is entitled to postpone, shorten, extend, cancel or otherwise temporarily or permanently suspend participation, either in part

or in whole, in the event that this becomes necessary due to unforeseen circumstances such as force majeure.

In particular, Force Majeure shall be deemed to have occurred if such compelling circumstances are outside the reasonable influence of HMC. For example, events such as war, civil war, armed conflict, acts of terrorism, political unrest and/or the use of chemical, biological, or biochemical substances or nuclear energy shall be deemed to constitute Force Majeure. Furthermore, Force Majeure shall include pandemics, epidemics, rampant infectious diseases or similar public health threats and/or violent acts of nature (storms, cyclones, earthquakes, floods etc.) and the consequences thereof. In particular, Force Majeure shall include the prevention of the participation by acts of government that are outside of the reasonable influence of HMC, such as intervention by any federal, state, local or other public authority, including but not limited to directives, decrees, general orders etc.

Compelling circumstances, and in particular, Force Majeure shall be deemed to exist not only upon the occurrence of any such event but also whenever such an event can be expected to occur with reasonable probability at the time of the function. The decision whether any such event has occurred or is imminent shall be made according to the reasonably exercised discretion of HMC with due consideration of the Exhibitors' interests.

In the event of postponement, shortening, extension, suspension or termination, the Exhibitor shall have no claim to compensation for the damage thereby incurred. If the Exhibitor loses interest in participation as a result of such measure, and waives occupation of the stand space allocated, Exhibitor may rescind the contract. Such rescission shall be declared in writing without delay on receiving notification of such change. In such event, clause 6.3 and 6.4 shall be applicable with respect to obligations of the Exhibitor. In the event of cancellation of the event or the joint participation, HMC shall be liable neither for damage nor for other disadvantages thereby incurred for the Exhibitor.

13 Final provisions / Data Privacy

13.1 HMC shall be entitled to assign individual services covered by the contract to third parties.

13.2 The personal data of the Exhibitor shall be processed by HMC (if applicable with the assistance of service providers) for the purpose of fulfilling the contract. HMC may in addition use such data for purposes of customer service, in particular in order to provide the Exhibitor via e-mail with event-specific information on the events attended by him. This shall be effected strictly in compliance with the data protection legislation applicable at the time in question. The Exhibitor has a right to information, correction, deletion or blocking of his personal data.

If he requests HMC to delete his personal data stored by HMC, HMC shall fulfil such request without delay, provided that such deletion is not contrary to HMC's duties to keep/retain documentation. Exhibitor may at any time object to use of his data for the above purposes, or withdraw any consent given (privacy@hamburg-messe.de). Further information on data privacy is available at: <http://hamburg-messe.de/privacy>. The Data Privacy Officer of HMC can likewise be contacted via the above link.

13.3 The reciprocal rights and obligations from this agreement shall be governed by German law, to the exclusion of International Private Law and the UN Sales Convention.

13.4 The place of jurisdiction for all mutual obligations, including all payment obligations shall be Hamburg (Hamburg-Mitte), if the Exhibitor is an entrepreneur for the purposes of German commercial law or has no general place of jurisdiction in Germany. However, HMC shall also have the option of instituting legal procedures against the Exhibitor at the general place of jurisdiction of the Exhibitor.

13.5 The contract and any amendments to it shall be valid only if concluded in written form. In the event that a provision of the present General Terms of Participation (ATB) is or becomes invalid, this shall have no effect on the validity of the ATB. The parties undertake in such event to agree on a valid and practicable provision which comes as close as possible to the provision that has to be replaced in the intention of the ATB; the same shall apply to any omissions in the ATB.

13.6 The period for time-barring of claims against HMC is 6 months, unless otherwise specified by mandatory legal regulations. The limitation period shall run from the end of the month of the final day of the event.

Status: 09_2021