

## Terms of Participation

Last amended on: 1st September 2023

### 1. Contractual bases

(1) The Terms of Participation shall form the basis of the contract pertaining to the provision of exhibition space (hereinafter referred to as the **Exhibitor Contract**) and the pre-contractual relationship between GHM and the exhibitor established upon registration; the exhibitor's GTC shall not apply. The regulations can be substantiated by future GHM circulars, either in digital or printed form. GHM reserves the right to make amendments and supplements that affect technical processing and security, provided that these are urgently required. Any amendments to these Terms of Participation shall be communicated without undue delay.

(2) The exhibitor shall also comply with the requirements of the respective exhibition centre operator, such as the house rules, technical guidelines, and other requirements. Reference is made to the individual regulations and sources in the respective digital registration form or the respective website of the exhibition centre operator.

### 2. Registration

(1) The exhibitor shall have its authorised representative completely fill out the digital registration form provided by GHM in the online exhibitor portal (see clause 16) to electronically register for an event by using the company's own access authorisation and sending it electronically to GHM. Exhibitors based in other EU countries shall specify their VAT ID no. Any changes, additions, and deletions made to the text in the registration form and/or in the Terms of Participation shall be ineffective.

(2) As a rule, GHM confirms receipt of the registration, but this does not constitute acceptance of the same.

### 3. Stand notice / Acceptance and admission / Transfer to third parties

(1) Unless, as an exception, the exhibitor has a legal right to be admitted to an event, GHM reserves the right to conclude or to not conclude an exhibition contract with the exhibitor at its own discretion.

GHM shall not accept an exhibitor

- that improperly describes its product range,
- whose exhibition offer is not in keeping with the specified product offer,
- that is not the manufacturer of the products it offers or has not been expressly authorised by the manufacturer, and/or
- exhibition products that are in violation of industrial property rights (e.g., plagiarism).

GHM reserves the right to refuse an exhibitor admission for other obvious reasons.

(2) Should GHM decide to conclude a contract with the exhibitor after a consideration period, which can take several months, GHM will send the exhibitor a stand notice with a hall plan, which cannot be regarded as conclusive, as changes are still possible at short notice. GHM alone shall decide on the placement of the stands. Projections, pillars, and beams are part of the allocated space. If the exhibitor confirms receipt of the stand notice in the online exhibitor portal or if the exhibitor does not object to the stand notice within fourteen days of receiving it, the exhibitor contract shall be deemed concluded. GHM will point this out to the exhibitor again in the stand notice.

(3) Following this, GHM will admit the respective exhibitor, which again acknowledges the conclusion of the exhibition contract and gives the assurance that the exhibitor may use the allocated stand. Should GHM request a payment after receiving the registration application, the admission may be granted on advance payment.

(4) The exhibitor may not transfer the rights and obligations arising from the exhibitor contract to third parties; in particular, the exhibitor shall not grant third parties the right to use the stand instead of the exhibitor. Any third parties that wish to use the stand together with the exhibitor shall be registered by the exhibitor as co-exhibitors/other represented company (ORC) for a fee as part of the registration process.

#### **4. Modification of the stand position / Subsequent changes**

(1) To the extent that there are compelling reasons pertaining to the execution of the exhibition (e.g., lack of space, gaps between stands, complete or partial closure of halls), GHM is entitled to reallocate stand space and stand sizes, relocate, or close entrances and exits to the exhibition venue or halls, and make any other structural alterations. GHM shall not demand deviations in the size of the stand by more than a third of the initially allocated space.

(2) If the exhibitor cannot reasonably be expected to change the stand placement without compensation in view of its expenses and taking into account the interest of GHM in an overall planning that takes into account the interests of all exhibitors as well as the deviations and reimbursement of differences, the exhibitor can withdraw from its registration and demand compensation for the damage suffered by the fact that the exhibitor trusted the validity of the placement. Any stand fees already paid shall be reimbursed to the exhibitor on a pro rata basis.

(3) The exhibitor waives the right to assert further claims for damages that it may incur or that it may have incurred as a result of the changes described above.

#### **5. Set-up and disassembly of the stand / Technical services / Contractual penalty in the event of premature vacation of the stand**

(1) Unless otherwise expressly agreed, all stand areas provided by GHM shall not include the stand set-up and other related services. The exhibitor is responsible for setting up the stand as well as the resulting compliance with the legal provisions, the technical guidelines, the circulars, and the Terms of Participation. Further details regarding the technical guidelines of the respective exhibition centre operators can be found on their websites.

(2) An entitlement to occupy the allocated stand space shall apply after the exhibitor has provided proof that the relevant invoice has been paid in full.

(3) The setting-up and disassembly times must be strictly adhered to. Detailed information regarding the set-up and disassembly shall be provided in good time. GHM reserves the right to issue the set-up and disassembly passes or set other requisite access requirements. Unless otherwise stated, the stand set-up shall start at 12:00 p.m. one day before the exhibition start date at the latest. If the rented area has not been occupied by the set-up start time or no notification has been given, GHM reserves the right to make the space available for other purposes from this time without further notice. The claims asserted by GHM shall be subject to clause 17. The disassembly may only take place on the last day of the exhibition after the end of the opening hours for visitors. Once the stand has been disassembled, the exhibition area must be returned to its original state. The exhibitor shall reimburse GHM or, as directed by GHM, the operator of the exhibition grounds for any loss or damage caused by inappropriate use of the space. If the exhibitor's stand is not cleared away within the prescribed period, GHM has the right to dismantle the stand constructions and put them into storage at the exhibitor's own cost and risk.

(4) Clearing the trade fair stand before the official end of the event represents a serious breach of the Conditions of Participation, which entitles GHM not to admit exhibitors to future GHM events. A contractual penalty of EUR 2,000.00 shall apply to each infringement.

(5) The exhibitor shall conclude a separate contract with the respective energy or water supply provider, etc. If, in exceptional cases, this is not the case, GHM will bill said services to the exhibitor.

(6) Only the approved service providers (e.g., for shipping, cleaning, security) listed in the exhibitor portal may be commissioned within the venue grounds.

(7) The exhibitor shall register with GEMA and/or other copyright associations to the extent that this is required for the use of the stand.

## **6. Operation of the stand**

(1) The exhibitor undertakes to occupy its stand for the entire duration of the event and to exhibit the registered products; products other than those listed may not be exhibited. The exhibitor represents and warrants that it has complete legal authority to display the exhibits and that these are brand new products. Used products may not be exhibited.

(2) The stand must be staffed by qualified personnel, properly equipped, and accessible to visitors during the opening hours of the event. The distribution/sale (in accordance with the Exhibition Policy) and/or the presentation of products is only permitted within the rented stand space. The walkways must be kept clear.

(3) Any exhibits that cause major disturbance to exhibition operations through any such external characteristics as appearance, odour, noises, or vibration, and in particular any that expose other visitors or the goods of other exhibitors to danger or hindrance, shall be removed without delay at the request of GHM. This shall apply even if the exhibitor has indicated such characteristics and GHM has granted its permission.

(4) The use of loudspeakers, microphones, voice amplifiers or other technical acoustic aids is generally only permitted upon the written approval of GHM/Exhibition Management. Acoustic and audio-visual presentations and any other noise emissions are generally only permitted at a stand to the extent that these comply with the Ordinance for the protection against hazards caused by noise and vibration as per DIN 15905 Part 5, measured at the edge of the stand.

## **7. Cleaning / Waste disposal / Storage of empty packaging**

(1) The exhibitor undertakes to clean its stand on a daily basis. If the stand is not cleaned by the company's own staff, only cleaning service providers approved by GHM may be commissioned. GHM is responsible for cleaning the premises and the walkways.

(2) The exhibitor shall arrange for and monitor appropriate waste disposal, unless a W.H.S. fee is stipulated in the contract. Any waste left behind by the exhibitor or waste that is not included in the W.H.S fee shall be removed at the exhibitor's expense.

(3) Empty packaging of all kinds (e.g., boxes and packaging materials) may not be stored in the hall and loading area, neither inside nor outside the stand. All empty packaging shall be removed without delay. Exhibitors may have packaging materials stored by the exhibition forwarding agents at the exhibition site. A fee will be charged for this service. GHM shall be entitled to have empty packaging removed at the exhibitors' expense and risk, if the exhibitor does not remedy the unlawful storage after having been requested to do so.

## **8. Sales provisions / Distribution of food and beverages**

(1) The direct sale and/or distribution of products of any kind whatsoever, including prototypes, is expressly forbidden (except for specialist media) at the exhibition (registered in accordance with § 64 of the German Trade, Commerce, and Industry Regulation Code [Gewerbeordnung, GewO]).

(2) At exhibitions open to the public (registered in accordance with § 65 of the German Trade, Commerce, and Industry Regulation Code [Gewerbeordnung, GewO]), the exhibitor shall be entitled to accept orders for its exhibited goods. Direct sales at the stand are permitted. The prices for all goods exhibited during the event must be indicated using a clearly legible price tag, including VAT or sales tax, or the exhibitor must be able to provide price lists. The distribution of goods outside the official opening hours of the event is prohibited.

(3) The distribution of food and drink (even if free of charge) requires permission in every case (in accordance with the Exhibition Policy). The permission must be requested from the competent authority. A beverage dispensing system (dispensing of beer and other drinks under pressure by CO<sub>2</sub> or N<sub>2</sub>) may only be operated if it complies with the pertinent technical requirements under public law.

### **9. Distribution of promotional materials / Contractual penalty for infringement**

The exhibitor's advertising media, such as company signs, brochures, posters etc., may neither be affixed nor distributed outside the allocated exhibition stand without GHM's written permission. A contractual penalty of EUR 2,000.00 shall apply to each infringement. Further rights of GHM set out in clause 18 shall remain unaffected.

### **10. Special events**

(1) Any and all events and presentations held at the Exhibitor's stand, such as stand parties or audio-visual presentations that deviate from the standard company presentation, require the prior written consent of GHM. GHM is entitled to restrict or prohibit any events which it has previously approved, should these disrupt the smooth running of the exhibition or the activities of other exhibitors.

(2) During the official opening hours of the event, visitors may not be taken to other locations outside the exhibition grounds.

### **11. Exhibitor passes**

(1) Each exhibitor shall receive free exhibitor passes for itself and its stand staff, according to the stand size, which shall be valid for the entire duration of the event. For a stand space measuring up to 20 sqm 3 exhibitor passes  
measuring up to 100 sqm 1 additional pass for every additional 10 sqm  
measuring over 100 sqm 1 additional pass for every additional 20 sqm  
Additional exhibitor passes can be purchased through the portal

(2) Exhibitor passes are available for download after the invoice, which GHM generally sends after approval, has been paid. Exhibitor passes shall be used exclusively by the stand staff and may not be passed on or sold to third parties. In the event of misuse, the passes will be blocked; GHM reserves the right to report an offence of trespassing.

### **12. Co-exhibitors and other represented companies (ORC)**

(1) A co-exhibitor/ORC shall be regarded as anyone who takes part in a trade fair or an exhibition at the stand of an exhibitor, be it with their own staff and product range, or be it only with their own products and/or services. Co-exhibitors shall also include members of a group of companies, subsidiaries, sales offices, and agencies.

(2) The stand space is made available as a whole and to only one exhibitor. Each co-exhibitor/ORC shall be registered by the exhibitor, who is the sole contractual partner of GHM, using a separate registration form in the online exhibitor portal.

(3) Admission of the co-exhibitor/ORC does not result in a contract between the co-exhibitor and GHM. Rather, the exhibitor has to ensure that its co-exhibitors/ORC observe the Terms of Participation with all the related components and guidelines. The exhibitor is liable for any negligence on the part of its co-exhibitors/ORC as it would be for its own fault or negligence.

### 13. Adjustment of the prices of energy and water

GHM reserves the right to adjust the consumption-based prices agreed in the exhibition contract and payable by the exhibitor for the purchase of energy and water or for wastewater disposal if the relevant contractual partner of GHM (owner of the exhibition grounds, utility companies, etc.) in turn increases the corresponding prices charged to GHM by more than 5% in the period between registration and execution of the event. In this context, GHM may only increase the prices charged to the exhibitor to the same extent (percentage) as the contract partner has increased the prices charged to GHM. GHM must provide evidence of the price increase to the exhibitor upon request.

### 14. Terms of payment and due dates

(1) The invoice will be sent to the exhibitor upon admission or shortly thereafter. This invoice contains, among other things, the participation fee, which includes the rent for the stand space, the basic equipment for exhibitor passes, advice and service provided by GHM, visitor acquisition, and press and publicity activities for the event.

(2) **The invoice is due in full by the specified date at the latest.** If the time period between receipt of the invoice and the start of the event is less than two banking days, this shall be due for payment by the first set-up day at the latest.

(3) After the end of the event, GHM will invoice the exhibitor for services that have not yet been invoiced. In the event of default in payment, default interest shall be paid in the amount specified by law plus a processing fee of € 150.00 plus VAT.

(4) Any and all fees, bank charges, duties and taxes, especially VAT, shall be borne by the exhibitor. Any withholdings or deductions made by third parties during the payment, such as taxes and fees levied at the exhibitor's place of origin, shall not be applicable to GHM. Payments shall be made in EUR. Complaints regarding invoices shall be asserted within eight (8) days of receipt of invoice; complaints that are asserted at a later date will not be recognised.

### 15. Service recipients / Notification of VAT charged / Re-issuing of invoices

(1) The following applies to exhibitors that are based in other member states of the European Union (except Germany): The exhibitor as the service recipient confirms that all services provided by GHM as the service provider are used exclusively for its company and not for non-business or private purposes. This declaration shall be valid until it is revoked in writing. In the event that the exhibitor does not use the service for its company, it shall be liable vis-à-vis GHM for any resulting damage, in particular for the VAT that has been charged subsequently.

(2) The exhibitor shall enter its VAT ID no. in the exhibitor portal as confirmation and proof of commercial use. If the exhibitor does not enter its VAT ID no., GHM shall assume a service that is subject to taxes applicable in Germany, and shall invoice the VAT accordingly. The same applies to VAT, for which the Federal Central Tax Office does not issue a valid confirmation notice belonging to the exhibitor's company address, and also in the event that a VAT ID no. is declared invalid.

(3) For VAT reasons, GHM cannot issue or re-issue invoices for services that GHM has provided or will provide to the exhibitor as its contractual partner to an invoice recipient other than the exhibitor. Should the exhibitor wish to have the invoice that has already been issued amended (e.g., because of a company name change, a legal form, or an address change), it shall pay an amount of € 100.00 plus VAT to GHM. This fee does not have to be paid if GHM is responsible for the inaccurate details.

### 16. Online exhibitor portal / Communication between the parties / Written form requirement

(1) GHM provides an online exhibitor portal for each event, which, on the one hand, can be used by the exhibitor to set up an account and submit its registration in electronic form and, on the other hand, can be used by GHM to send written notifications relating to the conclusion of the contract and its implementation (e.g., stand notice, approval, invoices, etc.). This does not affect GHM's right to send the exhibitor written notifications and declarations via other common communication channels.

(2) GHM will notify the exhibitor in each case by e-mail that a new document intended for the exhibitor has been uploaded to the portal. To this end, the exhibitor shall provide a working e-mail address when

setting up its account in the exhibitor portal. The exhibitor undertakes to check its Inbox on a regular basis and to ensure that the technical requirements to receive e-mails are met. Should the exhibitor wish to change its e-mail address, it will change this in due time and independently in the portal, or notify GHM without undue delay. Should GHM suffer damage due to the missing or inadequate technical requirements and/or due to failure to share a new e-mail address, the exhibitor shall be liable to pay compensation to GHM.

(3) All documents and messages are deemed to have been received by the exhibitor at the moment in which (i) the documents and/or messages have been posted by GHM in the exhibitor portal and (ii) GHM has sent a corresponding notification of the document upload to the most recent e-mail address explicitly communicated to GHM by the exhibitor.

(4) Any amendments or supplements to the legal declarations made by GHM shall be confirmed at least in writing, even if these have already been agreed verbally. This also applies to the waiver of the written form requirement.

### **17. Withdrawal / Cancellation of services / Subsequent reduction in stand space**

(1) Once the exhibition contract has been concluded, it cannot be unilaterally terminated by the exhibitor through withdrawal, termination, or in any other way, unless such a right arises due to mandatory law

(2) Should the exhibitor wish to reduce the permitted exhibition space after the contract has been concluded, this initially shall not impact the exhibitor's payment obligations. GHM will endeavour to rent out the space to another exhibitor. GHM, however, is not obligated to rent out the space to another exhibitor.

(3) Insofar as GHM succeeds in renting out the space, either in whole or in part, the exhibitor will be reimbursed the amount obtained for this after full payment for the space rented out, minus a flat rate reimbursement of expenses. Occupation of the space by relocation of another exhibitor already registered shall only be regarded as subletting if and to the extent that a higher rent can be generated for letting such stand and/or if the vacated space, as a result of relocation, can also be let to another exhibitor.

(4) The flat-rate reimbursement of expenses amounts to 25% of the agreed participation fee from the date of admission, but at least € 1,000.00 plus VAT. Should the damages incurred in individual cases amount to more or less than this amount, the exhibitor and GHM are free to provide the necessary evidence and to demand that the compensation payment be adjusted accordingly.

(5) Should an already admitted co-exhibitor/ORC withdraw from the participation in the exhibition, the co-exhibitor fee shall remain due in full. Any participation fees paid shall not be refunded.

(6) Should the exhibitor cancel other services to be provided by GHM, which the exhibitor has commissioned for a fee in addition to the provision of a stand, GHM may charge the exhibitor for the costs already incurred in relation to such order. All additional services ordered from third parties shall be cancelled by the respective contractual partner, and their respective GTC apply.

### **18. Withdrawal of stand notice or approval / Closure of the exhibition stand**

(1) GHM is entitled to withdraw the stand notice and/or the granted admission for good cause. In particular, this shall be the case if:

1. the exhibitor did not properly specify its product range during registration or provided other inaccurate information,
2. the registered exhibits are not in keeping with the exhibition theme,
3. GHM becomes aware that insolvency proceedings have been initiated in respect of the exhibitor's assets or such proceedings have been rejected for lack of assets, whereby the exhibitor must notify GHM of this without undue delay,
4. the exhibitor has not settled the accounts receivable by GHM from previous exhibitions despite receiving a prior warning from GHM, and/or
5. the exhibitor does not settle the accounts receivable by GHM from the current exhibition despite a warning and a reasonable grace period being set.

(2) GHM is entitled to close the exhibitor's stand during the current exhibition for good cause that requires immediate action. This may, in particular, be the case if:

1. the exhibition offer is not in keeping with the specified product offer,
2. the exhibitor does not comply with the requirements set out in clause 6. "Operation of the stand",
3. the exhibitor does not comply with the requirements set out in clause 8. "Sales provisions / distribution of food and beverages",
4. the exhibitor does not comply with the requirements set out in clause 9. "Distribution of promotional materials",
5. the exhibitor does not comply with the requirements set out in clause 10. "Special events",
6. the exhibitor is ordered to undertake a certain act or omission by a court order pertaining to the participation in the event and does not comply with the court order, or the exhibitor is prohibited from participating in the event by a court order, and/or
7. the exhibitor seriously violates other contractual obligations, in particular the obligations incumbent on it in accordance with the Terms of Participation and the house regulations, rules of use, and the technical guidelines.

(3) GHM shall only be required to give the exhibitor a prior warning if this appears to be appropriate considering the severity of the offence affecting GHM, other exhibitors, and exhibition visitors, as well as the duration and purpose of the exhibition.

(4) In the event of measures specified in clause (1) and/or clause (2), claims for damages or other claims by the exhibitor shall be excluded. The claims asserted by GHM shall be subject to clause 16. Furthermore, GHM is entitled to issue a temporary or permanent ban on participating in future exhibitions.

#### **19. Official exhibition media and other media services**

(1) GHM shall publish an official trade fair/exhibition medium (exhibitor directory). The exhibitor has its record created when registering for the event. Unless otherwise agreed, the company name, contact details, and hall and stand numbers are entered.

(2) GHM's Terms and Conditions for Exhibition Media apply to this and other media services offered, either directly or indirectly, by GHM to its exhibitors.

#### **20. Surveillance and domiciliary rights**

(1) GHM shall be responsible for the general surveillance of the exhibition halls and entrances to the exhibition site. Each exhibitor is responsible for the surveillance of its own stand and its exhibits. Surveillance may only be organised through the GHM-approved security company; any costs incurred for this service shall be paid directly to said company.

(2) GHM – as the site owner – exercises the domiciliary rights on the entire venue during the set-up, the event term, and the disassembly.

#### **21. Filming / Taking photos**

(1) The exhibitor is only permitted to make video and audio recordings inside its own stand. The exhibitor must obtain a film/photo permit from GHM for further recordings.

(2) GHM or a service provider commissioned by it is entitled to make visual and acoustic recordings throughout the exhibition grounds and to use them on their own photos for their own or general publications, while respecting the rights of the persons shown. To the extent this should be necessary with regard to its stand, the exhibitor shall grant GHM permission to avail itself of all intellectual or other property rights which it is entitled to or which it has otherwise been granted with the exception of the right to its own image. Furthermore, the exhibitor shall guarantee that it is entitled to grant said permission. Where required, the exhibitor shall grant said permission in good time and at its own cost or inform GHM that it is unable to grant said permission. The exhibitor shall indemnify GHM against all liability for third parties and compensation claims in this regard.

**22. Security**

Upon approval of the exhibitor's application, all items inside the stand shall serve as a security for GHM for any outstanding amounts owed by the exhibitor.

**23. Prohibition on offsetting**

The exhibitor is not entitled to offset counterclaims against payment claims asserted by GHM, unless the counterclaims have been established by a court of law or recognised by GHM.

**24. Regulatory provisions / Instructions given by the exhibition staff / No-smoking policy**

(1) The exhibitor alone is responsible for compliance with all public law provisions and requirements that apply to it in its capacity as an exhibitor. The exhibitor shall indemnify GHM against all claims arising from non-compliance with said provisions and requirements.

(2) The exhibitor undertakes to observe the instructions of the exhibition staff in matters pertaining to order and security.

(3) Smoking is prohibited in indoor facilities throughout the exhibition grounds.

**25. Liability and insurance**

(1) The contractual obligation of GHM is limited to enabling the exhibitor to use its stand under the contractual terms, to keep the exhibition halls and entrances in a proper usable condition, and – with the exception of the stands – to clean them, and to provide the contractually agreed advice and services. GHM has no further obligations unless GHM and the exhibitor have expressly agreed otherwise.

(2) GHM shall only be liable vis-à-vis the exhibitors for any damage caused by an intentional or grossly negligent breach of contract by GHM, or the intentional or grossly negligent breach of duty by a legal representative or vicarious agent of GHM; In the case of ordinary negligence, GHM shall only be liable in the event of a breach of cardinal obligations, i.e. the obligations of fundamental importance for the proper execution of the contract and which the exhibitor can expect to be regularly fulfilled. GHM's liability shall at all times be limited to damages that are foreseeable and typical for this type of contract. Claims for culpable injury to life, limb, or health shall remain unaffected. No liability shall be assumed for damage to or loss of goods brought in by the exhibitors or to the stand equipment, regardless of whether the damage or loss occurs before, during, or after the event. The same applies to the vehicles parked by the exhibitors, their employees, or agents on the exhibition grounds. In the same vein, indirect damage and lost profit are excluded from liability.

(3) Exhibitors themselves shall be held liable for any loss or damage that may negligently have been caused by themselves, their employees, their agents, or their exhibits and furnishings, either to persons or property. Each exhibitor undertakes to take out the corresponding insurance to cover such damage – insofar as said damage is insurable – and to pay the premiums incurred (including insurance tax) in good time. Foreign exhibitors are advised to take out insurance in their home countries.

(4) GHM shall not receive any shipments on behalf of the exhibitor, and shall assume no liability for potential losses, or for improper or late delivery thereof.



**26. Cancellation and postponement of events**

(1) If there are unforeseeable circumstances for which GHM is not responsible and which make it absolutely impossible to hold the event in question, both parties shall be released from their performance obligations following a corresponding declaration by GHM. The exhibitor will not have to pay the participation fee; any payments already made will be refunded. If the event is cancelled or shortened after it has started due to impossibility, or if exhibition areas or parts thereof are temporarily or permanently vacated, the exhibitor is entitled to a proportional reduction in the participation fee.

(2) GHM is also entitled to cancel events in whole or in part if, for unforeseeable reasons for which GHM is not responsible, the implementation of the event would be significantly disrupted or the purpose of the event would be significantly impaired. GHM must inform the exhibitor immediately of the cancellation and the reason for it. Such reasons include, for example, legal or official requirements or restrictions that mean that the necessary interaction between visitors and participants - for example, due to health hazards - cannot take place or can only take place to a very limited extent. A further reason is if, due to the aforementioned conditions or restrictions, only half or less of the usual number of participants is to be expected, or if, due to a pandemic crisis, the main market leaders who normally attend the trade fair are not expected to participate in the event. In the event of a corresponding cancellation of the trade fair, the legal consequences shall be governed by paragraph (1)..

(3) If the reasons listed in paragraph (2) apply, GHM shall be entitled, instead of cancelling the event, to reschedule the event in question to a date on which, in all probability, the circumstances affecting the implementation of the event will no longer exist, but which will not be more than 6 months after the date of the original event. GHM shall be entitled to choose between cancellation and rescheduling at its reasonable discretion, taking into account all relevant circumstances, such as available dates, the market environment including competing events, the expected visitor turnout, etc. GHM shall be entitled to decide whether to cancel or reschedule the event. GHM must inform the exhibitor immediately of any postponement and the reason why the event cannot be held on the original date.

(4) In the event of a relocation, the parties shall remain bound by the organiser's contract; however, the exhibitor shall not be entitled to the identical stand as at the cancelled event. With regard to changes in the stand area, section 4, paragraphs (1) to (3) shall apply accordingly. In the event that the exhibitor is not entitled to withdraw from the event in accordance with Item 4, Para. 2 and still does not participate in the rescheduled event, a reduction in the amount due or repayment of amounts already paid shall only be considered in analogous application of Item 17, Paras. 2 to 4. GHM is entitled to pass on to the exhibitor any cost increases that have occurred in the period between the original and rescheduled dates. If the participation fee increases by more than 5% compared to the original date, the exhibitor is entitled to withdraw from the contract. The Exhibitor's obligation to the Organiser's contract pursuant to sentence 1 shall not apply if the Organiser proves that it cannot reasonably be expected to participate in the event on the new date, taking into account all circumstances.

(5) , GHM shall only be liable to exhibitors in the event that an event is cancelled or postponed if the conditions of Item 26 (2) are met.

**27. Statute of limitations**

The exhibitor's claims against GHM arising from the participation in the trade fair and from all legal relationships in connection therewith shall become statute-barred after 6 months. The limitation period begins at the end of the month in which the final day of the event falls, or, in the case of a cancellation of an event, with the notification of the cancellation. This does not apply to claims for injury to life and limb and/or intentional breach of duty on the part of GHM.

**28. Place of jurisdiction / Place of performance / Applicable law**

(1) Any and all disputes arising from this contractual relationship shall be settled in Munich as the agreed place of jurisdiction and performance insofar as the parties to the agreement are merchants, legal persons under public law, or special assets [Sondervermögen] under public law. Where an exhibitor that is operating on a commercial basis does not have a general place of jurisdiction in the Federal Republic

of Germany, the place of jurisdiction and performance for all legal disputes arising from this contract shall be Munich.

(2) The law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws of private international law and the UN Convention on Contracts for the International Sale of Goods.

**29. Data protection statement**

GHM, as the data controller in accordance with the GDPR, confirms that personal data shall be collected, stored, amended, transmitted, blocked, erased, and used in conformity with the applicable data protection provisions and other applicable legal provisions. For further details,

please refer to the data protection statement read and agreed to by the exhibitor during registration, which is available on GHM's website.

**30. Miscellaneous**

(1) The exhibitor cannot derive any rights for this or future events from the business practice of GHM vis-à-vis the exhibitor at previous events or contracts.

(2) Translations of these Terms of Participation into other languages shall be provided for convenience only. These Terms of Participation are only legally binding in the German language version.

**Organiser and implementation:**

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VAT ID no.: DE 129358691

## Terms and Conditions for Exhibition Media (M)

Version dated: 01. February 2023

### M 1 Scope of Application

(1) These General Terms and Conditions for Exhibition Media (M) form the basis of the contract on the basic media entry and, if applicable, additional media services (i.a. packages, individual services) as well as the pre-contractual relationship between GHM and the Exhibitor formed upon registration for the event; the Exhibitor's general terms and conditions shall not apply.

(2) GHM's General Terms of Participation (ToP) shall not be substituted by these General Terms and Conditions; rather, these General Terms and Conditions shall prevail and be given priority over the ToP as they are the more specific provisions applicable with respect to exhibition media. In the event of conflict between the ToP and these General Terms and Conditions (M), the General Terms and Conditions for Exhibition Media (M) shall prevail. Whenever a situation is not (fully) covered or governed by these General Terms and Conditions (M), the General Terms and Conditions for Exhibition Media (M) shall be supplemented by GHM's ToP.

### M 2 General

The main exhibitor and each co-exhibitor (hereinafter collectively referred to as "Exhibitor") will have to book a media package comprising a basic media entry in online / printed exhibition media provided by GHM; each Exhibitor participating in the event may publish exhibitor-related content for a limited time in the exhibition media. The basic media entry includes Exhibitor information being listed on the online list of exhibitors provided by GHM; each exhibitor participating in the event may publish exhibitor-related content such as the company name, contact details, hall and stand numbers as well as entries in the company product list for a limited time. In addition to Exhibitor information being listed on the online list of exhibitors, the basic entry also implies that Exhibitor information will be featured in a printed medium containing hall plans and details on the company name and hall and stand numbers.

Exhibitors may complement their basic entry information with further details on their companies, if applicable for an additional charge.

### M 3 Formation of Contract for Basic Media Entry and Additional Individual Media Services

(1) The Exhibitor will book the basic media entry as a partial service subject to a charge by electronic means in the online exhibitor portal (see clause 15 of the ToP). Upon formation of the exhibitor contract (see clause 3 paragraph 2 of the ToP), the contract for the basic media entry will be formed at the same time.

(2) Where an Exhibitor has been offered and booked a higher-quality media package, such higher-quality media package is to substitute the basic media entry.

(3) The Exhibitor can book additional media services (including packages, individual services) for the respective event through GHM. Contracts for additional services will be formed separately in textual form [cf. section 126 lit. b of the German Civil Code] or via booking forms if necessary other media services offered. An Exhibitor has no right to claim that GHM accept the Exhibitor's additional individual services booking. GHM reserves the right to refuse an Exhibitor's additional services booking, e.g. for lack of space; the Exhibitor will be notified without undue delay of rejection of booking, if any.

### M 4 Exhibitor Portal, Exhibitor's Obligations, Term

(1) Basic entry contents and other options for publishing content elements (e.g. text, logos, provision of external content/websites, provision of downloads) will be presented in the digital media documents stored in the exhibitor portal; such content is to be made available by the Exhibitor by digital means.

(2) Exhibitors may change, complement or remove media entry content before, during and after the trade fair. The Exhibitor is to submit any request for change to GHM.

(3) The Exhibitor agrees to publish and adjust content in due time.

(4) Content will be published for a limited time; the term of publication will end as content for the following exhibition is to be published under the same name or the online exhibitor list is to be cancelled e.g. due to bankruptcy or system change. Any content not removed by the Exhibitor by that time will be removed by GHM.

(5) The Exhibitor shall be responsible for ensuring that the Exhibitor satisfies the technical requirements for using GHM's services.

(6) Where deadlines have been specified for media services and the Exhibitor has failed to provide content (such as logos) by the specified date which is scheduled in the exhibitor portal and/or has been notified by e-mail or, where no deadline has been specified, by the commencement date of the event, the Exhibitor will nonetheless have to pay the full price of media services booked including basic media entry. The Exhibitor does not have a right to claim a price reduction or damages. GHM has the right but no obligation to provide or offer a substitute.

#### **M 5 Payment Terms**

(1) The media package will be charged with the participation invoice.

(2) Additional media services (such as packages, individual services) will generally be invoiced separately after the trade fair. However, GHM reserves the right to invoice these packages and services before the start of the trade fair.

#### **M 6 Revocation/Withdrawal/Cancellation of Participation in the Trade Fair**

(1) In the event of unjustified termination of contract for participation in the trade fair by the Exhibitor or termination / cancellation of contract by GHM for good cause or closure of exhibition stand during an active exhibition (clause 17 ToP), the Exhibitor shall be required to pay for the media package as well as the price of additional media services booked as reimbursement of liquidated expenses.

(2) Exhibitors have the right to provide evidence to the effect that no such expenses have been incurred or that expenses actually incurred are significantly lower than the reimbursement of liquidated expenses specified in paragraph 1.

(3) Reimbursement of expenses shall include the costs of providing and maintaining the online-printed exhibition media, including associated costs of GHM staff and software.

#### **M 7 Content Provided by the Exhibitor**

(1) GHM shall not be required to review content and may not be held liable for the accuracy of content provided by the Exhibitor. Such content shall exclusively be deemed the Exhibitor's content and it shall not be considered to be GHM's content.

(2) GHM has the right to edit graphic content (such as logos, advertising banners) in relation to format, size and technical properties as GHM sees fit to the extent it is necessary for presenting the advertising material and the Exhibitor can reasonably be expected to accept this change. GHM shall not be deemed to be liable for content as a result, however.

(3) Graphic content shall be deemed to be in conformity with contractual agreements even if there are deviations in terms of colour and typesetting compared to data provided by the Exhibitor or compared to test prints.

#### **M 8 Inadmissible Content**

(1) GHM has the right to remove content / take content offline to the extent such content is in breach of provisions of the law including, but not limited to, provisions of criminal law and competition law, in breach of trademark, copyright or personality rights, in breach of German Advertising Standards Council codes of conduct or unconscionable or is of an ideological or political nature.

(2) In the cases mentioned in paragraph 1, GHM shall remove the published content / take it offline, where applicable after hearing the Exhibitor first, whenever GHM is aware of content being illegal. However, GHM shall not have an obligation to review content. GHM has the right to revoke/ withdraw or terminate the contract without notice if GHM only becomes aware of inadmissibility of content as per paragraph 1 after already having accepted a booking.

(3) Where GHM deems it necessary to change the substance of content for a reason mentioned in paragraph 1, GHM shall notify the Exhibitor thereof without undue delay and take such content offline. The Exhibitor may adapt content and submit new content.

(4) The Exhibitor shall be charged additional costs incurred for changing content for the purposes of paragraph 3. The Exhibitor shall be held liable for non-publication and/or any delay in the provision of services by GHM as a result of inadmissibility of content.

**M 9 Granting of Rights**

- (1) The Exhibitor agrees to grant GHM and its service providers a non-exclusive international right to use, change, publish, transmit and/or disseminate content transmitted by the Exhibitor - such right may also be assigned to service providers (including sublicensing) - for the purposes that form the subject-matter of the contract; such right shall be granted for the limited period of contractual services mentioned in clause M 4 paragraph 4 being rendered. The scope of the licence which is granted shall be limited to the type of use required for operating online/printed exhibition media and for rendering contractual services.
- (2) The granting of rights includes, but is not limited to, the right to make accessible to the public, i.e. the right to make content available to and to transmit content to members of the public as well as closed user groups via communication networks at places and times of its choice for the purpose of simultaneous as well as successive use - including on demand - and to make electronic reproductions and technical editing which is required to that end. Current and future digital as well as analogue means of transmission and streaming shall be deemed to be included; this includes, without limitation, transmission via the Internet and mobile phone networks for the purposes of presentation and storage on mobile or stationary terminal devices such as PCs, smart phones, tablets, television sets.
- (3) The aforementioned rights which are granted shall be deemed to cover any and all copyright and ancillary copyrights existing with respect to content, any and all rights of publicity as well as rights to a name, company signs and titles of works as commercial designations, trademarks and other rights to a sign.

**M 10 Liability of Exhibitor for Content**

- (1) The Exhibitor shall be liable for content transmitted by the Exhibitor. The Exhibitor hereby confirms that he/she/it shall not transmit any content that is deemed to be inadmissible as per clause M 8, that he/she/it is authorised to dispose of the rights of use granted in clause M 9 and that he/she/it has obtained any consent that may have to be obtained.
- (2) The Exhibitor shall be liable, in particular, for ensuring that consent to publication has been granted by any persons shown on photographs (e.g. Exhibitor's contact persons) and obtained for publication of personal contact details.
- (3) In the event of third parties asserting claims against the Exhibitor in relation to content, the Exhibitor agrees to notify GHM without undue delay. The content concerned is to be removed by the Exhibitor without undue delay.
- (4) The Exhibitor agrees to hold GHM harmless against any claims that may be asserted by third parties for contractual use of content by GHM and to indemnify GHM against any costs that may be incurred as a result of breach of third-party rights including costs incurred for legal defence and prosecution of an action. The Exhibitor has the obligation to use best efforts to support GHM in its legal defence against third parties.

**M 11 Licence Fees Payable to Third Parties**

Licence fees payable e.g. for using third-party trademarks or fees incurred for communicating copyrighted content to the public (e.g. fees charged by the German collection society for collective musical performing and mechanical reproduction rights management (GEMA) for music, fees charged by the VG Wort Copyright collection Society for text) shall not be deemed to be included in media package prices or the price of additional media services. Exclusively the Exhibitor shall be responsible for duly obtaining any licences that may have to be obtained and for paying any fees that may be incurred in this context.

**M 12 Exhibitor's Obligation to Give Notice of Defects and GHM's Liability**

- (1) GHM's contractual obligation shall be limited to the provision of online/printed exhibition media in which the Exhibitor may publish agreed content. GHM shall not assume any obligation towards the Exhibitor as to content review. GHM shall not have any additional duties unless GHM and the Exhibitor have explicitly agreed otherwise. The Exhibitor, in particular, shall be responsible for ensuring that the Exhibitor satisfies the technical requirements for using GHM's services.
- (2) Unless otherwise stipulated below, GHM shall be liable as per the ToP, including, but not limited to, as per section 24 paragraph 2 of the ToP.

(3) GHM must be notified of patent defects in textual form within two weeks of publication at the latest, within one week in the case of publications within 14 days prior to the event and without undue delay in the case of publications during the event. GHM shall not be liable for patent defects asserted later than that.

(4) The Exhibitor is aware of the fact that, given the state of the art, it is not possible to offer services that are completely free of defects. The functionality of communication structures is also partly beyond GHM's control. In rare cases, despite careful planning, it may happen that services are not (fully) available for a certain period as a result of downtime, for maintenance reasons or in case of technical issues. Unless GHM may be held responsible for the unavailability of the service, GHM has the right to postpone or altogether cancel an agreed date of online publication of content in case a service within the framework of which content is to be published is not offered at the agreed date or in case publication by the agreed date is prevented by technical constraints. Should it be possible to schedule publication for a later date, GHM agrees to take the Exhibitor's interests GHM is aware of into account insofar as it is possible for GHM to do so and GHM may reasonably be expected to do so.

Any translation of these General Terms and Conditions into another language shall be provided "for convenience only". Only the German version of the Terms of Participation shall be deemed to be a legally binding version.

Organiser and implementation:

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