

## 1. Scope

- a) The following terms and conditions shall apply to the rental of stand spaces, the ordering of services from the "Sales & Marketing Services (SMS)" range as well as other services by the contracting partner from Mesago Messe Frankfurt GmbH (hereinafter: Mesago). Depending on the scope of the services requested by the contracting partner, supplementary General Terms and Conditions of Mesago may apply.
- b) These contractual terms and conditions apply exclusively to businesses within the meaning of § 14 BGB (German Civil Code) in the exercise of their commercial or self-employed professional activity and to legal entities under public law.
- c) These terms and conditions are an integral part of all our offers and contracts, including in ongoing business relations, and shall also apply to all future transactions with the contracting partner.
- d) Terms and conditions of the contracting partner to which Mesago has not expressly agreed in writing shall not become part of the contract. These contractual terms and conditions shall also apply if Mesago provides the service without reservation in the knowledge of conflicting, additional or deviating terms and conditions of the contracting partner. Earlier general terms and conditions and other terms and conditions of Mesago shall be replaced by these terms and conditions for future agreements, unless another agreement has been expressly made in writing with the contracting partner.
- e) Rights to which we are entitled according to statutory provisions or other agreements beyond these contractual conditions remain unaffected.

## 2. Conclusion of contract / Contracting partners

- a) The enquiry of a rental or other order is made by sending in the registration form or by other means accepted by Mesago. The contracting partner shall be bound by its offer for three weeks after our receipt thereof.
- b) The contract with the contracting partner is concluded with the stand confirmation or other order confirmation by Mesago. Mesago is free in the acceptance of the offer. Silence on the part of Mesago shall only be deemed consent to the offer if this has been agreed in writing.
- c) Offers (for example the provision of registration forms) by Mesago are made without obligation and are non-binding, unless otherwise agreed in writing. This also applies if deadlines for registration or other orders are included; this only serves the purpose of planning Mesago's capacities and does not lead to a commitment to offers.
- d) If a stand confirmation or other order confirmation is issued, its content shall become binding unless otherwise stipulated in these terms and conditions (cf. clause 5) or unless the parties have agreed otherwise. The contracting partner shall notify any deviations of the rental or other order from the stand confirmation or order confirmation to Mesago in writing within 14 days.
- e) Requests for changes by the contracting partner require written confirmation by Mesago in order to become effective.
- f) If the financial circumstances of the contracting partner deteriorate significantly or if the justified application for the opening of insolvency or comparable proceedings against the assets of the contracting partner is rejected for lack of assets, Mesago shall be entitled to withdraw from the contract in whole or in part.
- g) Several contracting partners are liable to Mesago as joint and several debtors ("Gesamtschuldner").

## 3. Stand rental fees

The square metre prices specified / agreed by Mesago shall apply. Each square metre or part thereof shall be rounded up to the next square metre. Beams and columns are not deducted when calculating the square metres. In the case of non-square stand spaces, Mesago reserves the right to provide a deviating floor area with a tolerance of plus / minus two square metres due to the layout planning.

## 4. Opening Hours / Assembly and Dismantling

The applicable opening hours for visitors and contracting partners as well as the binding times for set-up and dismantling can be viewed at sps-messe.de.

## 5. Placement

Mesago shall endeavour to provide the contracting partner with the space provisionally provided for in the stand confirmation. In the interest of an optimal arrangement of the exhibition, Mesago is entitled to allocate the contracting partner another space of the same category and size if this is reasonable for the contracting partner.

## 6. Stand Design

- a) In order to ensure a good overall impression, Mesago has laid down guidelines for the stand design, which are binding for the contracting partner. The stand construction guidelines are an integral part of the contract. They can be viewed in the Shop for Exhibitor Services and at sps-messe.de.
- b) Stand construction, stand design and stand safety are the responsibility of the contracting partner, insofar as the stand construction is not a contractual service obligation of Mesago. In the latter case, any change to the stand construction, stand design and stand safety by the contracting partner as well as the bringing / use of additional furniture shall require the prior consent of Mesago. In all other respects, stand construction, stand design and stand safety must comply with the applicable law and the current stand construction guidelines of Mesago or the venue, which can be viewed at sps-messe.de and which are sent to the contracting partner before the start of the event.
- c) Presentations or demonstrations of any kind, the setting up of exhibits and the distribution of advertising material may only take place on the stand and must take place in such a way that visual, acoustic and other nuisances to others, in particular to neighbouring stands, as well as obstructions on the stand and aisle areas do not occur.
- d) Stands must be staffed and occupied with exhibits during the applicable opening hours.
- e) Any hand or direct sales - in particular of exhibition goods or samples - are prohibited. Hand or direct sales are any sale of goods or provision of services by the exhibitor on the exhibition grounds against payment. The transfer thereof is only permitted without payment.
- f) In the event of a breach of any of the provisions in the aforementioned clauses a) to f), Mesago shall be entitled to demand that the contracting partner cease the breach. If the breach is not stopped immediately, Mesago shall be entitled in particular to the rights under clause 16 b). Furthermore, Mesago is entitled to an appropriate contractual penalty in the event of a culpable violation. The amount of the contractual penalty shall be determined by Mesago at its reasonable discretion. At the instigation of the contracting partner, the appropriateness of the amount of the contractual penalty shall be reviewed by the competent court. The assertion of further claims for damages by Mesago remains unaffected. A paid contractual penalty shall be credited against possible claims for damages, subject to the proviso that the contractual penalty represents the minimum damage.

## 7. Technical Services

Mesago shall provide general heating, cooling and lighting. The costs for the stand installation of water, electrical and telephone connections, etc., the services used and consumption will be charged separately to the contract partner.

## 8. Online content and Profile of the Contractual Partner

- a) Insofar as the contracting partner has agreed with Mesago on corresponding services (e.g. Sales & Marketing Services packages), the contracting partner shall be solely responsible for the timely provision and maintenance of the content to be stored in the respective Sales & Marketing Services package ("profile" of the contracting partner).
- b) The contracting partner alone is responsible for the content of the profile and any resulting damage. The contracting partner shall be responsible for the content and the legal admissibility of the content provided or posted for the profile, in particular images, videos and texts. The contracting partner guarantees that the content provided by him does not infringe any protective or other rights of third parties. Mesago is not obliged to check whether the content entered or provided by the contracting partner infringes or could infringe the property or other rights of third parties.
- c) The contracting partner is obliged to treat the access data to the profile as strictly confidential. It may only make access data available to its own employees who are permitted to use the profile within the scope of their official duties. If the contracting partner suspects that its access data has become known to a third party or that a third party is using the contracting partner's access without authorisation, the contracting partner shall be obliged to inform Mesago immediately in text form.
- d) Mesago reserves the right to refuse the publication of content due to its technical form as well as for factually justified reasons, in particular if the content, in Mesago's due discretion, violates laws, official regulations or morality or if its publication is unreasonable for Mesago. The contracting partner shall be informed immediately of the refusal of publication.
- e) Mesago guarantees an availability of the profile of 97% per month. Maintenance times shall be considered as times of availability of the profile. Times of insignificant malfunctions shall not be taken into account in the calculation. The elimination of insignificant malfunctions is at the discretion of Mesago.

## 9. Terms and conditions of payment

- a) The stand rental fees are payable in two equal instalments. The first instalment (down payment request) will be invoiced to the contracting partner at the time the stand confirmation is sent and is due immediately. The second instalment (final invoice) will be invoiced, taking into account payments already made, at the earliest three months before the start of the event and is also due immediately.
- b) Invoices for other orders and services that were ordered separately are due immediately from the date of invoice.
- c) In the event of default, the statutory interest rate of nine percentage points above the base interest rate applicable at the time of the occurrence of default shall apply (§ 288 para. 2 BGB (German Civil Code)). The day of payment shall be the day on which Mesago can dispose of the payment sum.
- d) We are entitled to charge a lump sum of EUR 3.00 for each reminder sent to the contracting partner after default has occurred. The contracting partner shall be entitled to prove that no damage at all has been incurred or that the damage is significantly lower than this lump sum. Mesago's further claims shall remain unaffected.

## 10. Reservations

- a) In the event of a compelling reason for which the parties are not responsible or force majeure (e.g. industrial dispute, official or statutory order, extreme weather conditions, catastrophes, war, terrorist threat, fire, danger to the life or health of participants, epidemic/pandemic situation, embargoes, energy shortage (in particular proclamation of the third stage (emergency stage) of the gas emergency plan by the responsible Federal Ministry or corresponding future intervention by legislation or the executive) or significant operational disruptions, in particular cyber attacks), which makes the implementation of the event unreasonably difficult or impossible, both parties shall be released from their contractual obligations. In particular, Mesago reserves the right to move the event to another location, to shorten it, to close it in whole or in part or to cancel it in the event of the listed reasons. The remuneration to be paid by the contracting partner shall then be adjusted accordingly or shall be waived completely in the event of a complete cancellation. Any expenses incurred up to that point shall be borne by each party themselves. Any performances already rendered by the parties shall be returned.
- b) The parties are aware that the Corona pandemic, war events and the current energy crisis may have far-reaching effects that may possibly affect the performance of their contractual obligations. The parties agree that to the extent that they are unable to perform their contractual obligations due to restrictions as a result of these events, this shall be deemed to be an event of force majeure which releases the affected party from its contractual obligations. Claims for damages for non-performance, in particular damages for loss of profit, are excluded insofar as the non-performance is based on the factual situation described above. Mesago is entitled to refrain from holding the event at its reasonable discretion and taking into account the legitimate interests of the participants, if the economic viability is not achievable or the number of registrations indicates that the industry overview aimed at with the event is not guaranteed. With the cancellation, the mutual performance obligations of the contracting partners shall lapse. Mesago shall be obliged to refund any payments already made by the contracting partner, insofar as the performance paid for has not yet been provided at the time of cancellation. Claims of the contracting partner for reimbursement of expenses already incurred for its participation in the event or for damages cannot be derived from the cancellation.

## 11. Reclamations

- a) The contracting partner must give notice of obvious defects in performance and the absence or omission of warranted characteristics immediately after becoming aware of the defect.
- b) Only if Mesago has not provided remedy within a reasonable period of time, remedy is not possible or is refused or if Mesago has failed with two attempts to provide remedy, the contracting partner may, at its option, terminate the contract without notice or demand an appropriate reduction of the remuneration.

## 12. Limitation / Exclusion of Liability

- a) Mesago shall be liable without limitation for damages arising from the breach of a guarantee or from injury to life, body or health. The same applies to intent and gross negligence or insofar as Mesago has assumed a procurement risk. Mesago shall only be liable for slight negligence insofar as essential obligations are violated which result from the nature of the contract and which are of particular importance for the achievement of the purpose of the contract. In case of breach of such obligations, delay and impossibility, Mesago's liability shall be limited to such damages as may typically be expected to occur within the scope of this contract. Mandatory statutory liability, in particular for product defects, shall remain unaffected.
- b) Insofar as Mesago's liability is excluded or limited, this shall also apply to the personal liability of Mesago's employees, workers, representatives and vicarious agents (hereinafter: Mesago team).

The above provisions do not imply any change in the burden of proof to the detriment of the contracting partner and do not exclude any claims expressly granted in these General Terms and Conditions.

- c) Mesago has taken out an exhibition insurance against the usual insurable risks, such as fire, burglary, theft, water damage, etc. We recommend the contracting partner to have risks covered at its own expense by submitting an application on the form provided for this purpose in the Technical Documents.

## 13. Subletting / Prohibition of Assignment

- a) The contracting partner shall not be entitled, without the prior written permission of Mesago, to allow a third party to use the stand allocated to it in whole or in part, in particular to sublet it or accept orders for other companies, to bring in a co-exhibitor (= who is represented at the contracting partner's stand with its own personnel and its own product range) or to represent another company (= who is represented at the contracting partner's stand with its own personnel but with its own product range and has this offered by the contracting partner). In the event of prior written permission granted by Mesago, the contracting partner shall inform Mesago in writing of the person of the third party before the start of the event. The contracting partner shall be fully liable to Mesago for any infringements by the third party and for ensuring that the third party also accepts the validity of the agreements between Mesago and the contracting partner and, in particular, these General Terms and Conditions, toward the contracting partner. Co-exhibitors are only those businesses that have been expressly registered as co-exhibitors by the contracting partner and confirmed by Mesago.
- b) The contracting partner shall be prohibited from assigning any claims against Mesago, which are not directed towards the payment of money, to third parties if an interest of Mesago worthy of protection is opposed thereto, unless a legitimate interest of the contracting partner outweighs this interest of Mesago.

## 14. Set-off / Retention

The contracting partner may only offset against our claims such counterclaims that are undisputed or have been legally established. The contracting partner may only assert rights of retention or rights to refuse performance if its counterclaim is based on the same contractual relationship.

## 15. Lien

In order to secure our claims, we reserve the right to exercise the lessor's lien and to realise the pledged goods after written notice in accordance with the statutory provisions.

## 16. Premature Cancellation of Contract (Cancellation/"Stornierung"/ Termination)

- a) The premature cessation (Cancellation/"Stornierung") of a contract concluded with Mesago (also with regard to parts of the scope of contractual obligations such as use of the stand by co-exhibitors) is only possible with the consent of Mesago. Contractually granted or statutory rights of withdrawal, revocation, termination or rescission remain unaffected. If Mesago agrees to a premature cessation of contract (also with regard to parts of the scope of services such as use by co-exhibitors), the contracting partner shall remain obliged to pay Mesago the full agreed remuneration (including fees for co-exhibitors or represented companies) as compensation for damages instead of performance. The contracting partner shall be entitled to prove that Mesago has not incurred any damage at all or only damages that are lower than the agreed remuneration.
- b) In particular, the parties have the right to terminate contracts without notice if adherence to the contract has become unacceptable due to the behaviour of the respective other party. Unacceptability may in particular exist if the contracting partner is in default with its payment obligations towards Mesago with a not insignificant part or if the contracting partner violates any other contractual obligation. Further rights of Mesago due to the reason for termination remain unaffected.

## 17. Place of Performance / Applicable Law / Place of Jurisdiction

- a) The place of performance is the registered office of Mesago in Stuttgart.
- b) The law of the Federal Republic of Germany shall apply to the relationship between Mesago and the contracting partner.
- c) The exclusive place of jurisdiction for all disputes arising from and in connection with the business relationship between Mesago and the contracting partner shall be Stuttgart, as far as legally permissible.

## 18. Consent to Film, Image and Sound Recordings

The contracting partner permits Mesago to make or have made and use film, image and sound recordings as well as drawings of exhibition stands and individual exhibits (recordings) for the purpose of documentation or for its own publications, in particular also on the Internet and for advertising purposes. Mesago shall be entitled to use and process the recordings without any temporal or spatial restrictions. This includes in particular the production, publication, duplication, distribution, exhibition, making available to the public, broadcasting as well as reproduction by means of image or sound carriers, reproduction of radio broadcasts and making available to the public of the recordings as well as editing/modification and is thus also unrestricted in terms of subject matter. Unless expressly agreed, the contracting partner shall not acquire any rights of use to the recordings.

## 19. Miscellaneous Provisions

- a) The product groups booked by the contracting partner, which can be viewed at sps-messe.de, these terms and conditions, as well as the stand construction guidelines including annexes in the current version, which can be viewed in the Shop for Exhibitor Services and at sps-messe.de and which are sent to the contracting partner before the start of the event, form an integral part of this contract.
- b) Amendments or supplements to the contractual relationship between the parties must be made in writing. This also applies to the waiver of this written form requirement.
- c) Should any provision of the contract between Mesago and the contracting partner be or become invalid or unenforceable in whole or in part, or should there be a loophole in the contractual provisions, this shall not affect the validity of the remaining provisions. Instead of the invalid or unenforceable provision, the valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision shall be deemed agreed. In the event of a loophole, that provision shall be deemed agreed which corresponds to what would have been agreed in accordance with the purpose of this contract if the parties had considered the matter for the outset.

As of: 19 April 2023