

## General Section of the Conditions of Participation

### I Registration

1. The registration can be carried out by post or, insofar as has been provided, by electronic means.

#### 1.1. Postal registration process

1.1.1 To indicate your intention to take part in the event, you must return to us a completely filled in and signed registration form (Registration). Alternatively you can scan the completed and signed registration documents and send them to us via e-mail to the e-mail-address given in the registration form.

1.1.2. By signing and returning the registration form, you bindingly acknowledge that the General and the Special Sections of the Conditions of Participation and the Technical Guidelines are an integral part of the contract.

#### 1.2 Electronic registration process

1.2.1. By completely filling in the registration forms and clicking on the button "Anmeldung verbindlich versenden" or "Submit binding application" on the website (Registration) you declare your intention to participate in the event.

1.2.2. Immediately after the binding dispatch of your registration you receive an automatic confirmation of receipt at the e-mail address you have supplied. This confirmation of receipt simply documents the fact that your registration has been received by the organizer and does not give rise to a contract between you and the organizer.

1.2.3. By dispatching the registration, you bindingly acknowledge that the General and the Special Sections of the Conditions of Participation and the Technical Guidelines are an integral part of the contract.

1.3 You may download the Technical Guidelines from the event website or from [www.koelnmesse-service-portal.de](http://www.koelnmesse-service-portal.de). You also have the option of requesting the Technical Guidelines in printed form at any time.

1.4 The registration is binding on you regardless of whether your company is admitted to the event. It cannot be subject to provisos or reservations; in particular requests for specific stand locations do not constitute a condition for participation.

### II Acceptance/Transfer of stand space

1. The organizer shall accept your application in accordance with the conditions which apply to all participants (acceptance/stand area confirmation).

There is no legal claim to acceptance. If the number of registration forms complying with the requirement profile and received by the organizer prior to the expiration of the registration period exceeds the number of available exhibition spaces, the organizer shall have the right to make a discretionary decision regarding the admission of registrants to the exhibition.

Your company may be disqualified from admission to the exhibition if you failed to fulfil your financial obligations to the organizer at any time, or if you failed to fulfil such financial obligations within the pre-scribed period of time.

2. The contract comes into effect at the latest upon receipt of the acceptance/stand area confirmation (by post, fax or other electronic means of transmission), which is valid without a signature. Should the content of the acceptance/stand area confirmation differ substantially from that of your application, then the contract shall be concluded under the terms of acceptance/stand area confirmation if you do not lodge a written objection within 2 weeks of receipt of confirmation of acceptance. The same shall apply, if it is necessary to postpone the event or to transfer the event to another location, and the change is deemed to be reasonable with respect to yourself; in this case, the corresponding notification of change from the organizer shall supersede the acceptance/stand area confirmation.

The acceptance only applies to the respective event, the company applying and referred to in the acceptance letter, and its registered products and services. Products and services which do not conform to the list of products may not be exhibited or offered at the trade fair.

3. The organizer allocates stand space on the basis of which exhibition theme at the event your registered products belong to. There is no right to claim the allocation of stand space in a certain form, in a certain size, in a certain hall or in a certain hall area. Deviations from the requested form or placement of the stand do not provide grounds for an objection to be made under Item II, Paragraph 2 of the General Section of the Conditions of Participation.

4. In special cases for important reasons, the organizer is entitled to subsequently allocate you stand space other than stated in the confirmation of acceptance, to change the size and dimensions of your stand space, to relocate or close entrances or exits and to undertake structural changes in the exhibition halls without claims arising on your part. In the event of a reduction in stand space size, you will be credited with the difference arising from the correspondingly lower participation fee.

You will be notified without undue delay if the stand space becomes unavailable due to reasons which are beyond the organizer's control. In this case, you will be entitled to a reimbursement of the participation fee.

Any further claims for damages, which will exceed the aforementioned reimbursement, shall be excluded in these cases.

5. Any complaints on your part must be submitted in writing immediately or at the latest while the event is in progress; complaints submitted at a later date cannot be considered.

6. The organizer is entitled to revoke the acceptance if it was granted on the basis of incorrect statements or if the company fails to meet the conditions of participation after the acceptance was granted. The organizer shall have the right to rescind the contract, if there is a substantial reason or good cause. Such substantial reason exists, in particular, if an application for opening insolvency proceedings against your assets has been made, such an application has been dismissed due to lack of funds, or insolvency proceedings have commenced. You must inform the organizer of this immediately.

7. Prior to receipt of acceptance/stand area confirmation, revocation of registration shall only be possible if permitted by the Special Section of the Conditions of Participation. In this event, a fee specified in the Special Section of the Conditions of Participation shall be paid.

8. Following receipt of acceptance/stand area confirmation, in general, revocation is no longer possible. The organizer can agree to the request for release from the contract in exceptional cases if the stand space no longer required can be assigned to another exhibitor against payment. In this instance, the organizer is entitled to demand general reimbursement of the costs incurred corresponding to 25 % of the participation fee without providing proof, unless otherwise specified in the Special Section of the Conditions of Participation.

If the stand area cannot be assigned to a third party against payment, the contract remains in force and the participation fee must be paid in full.

If the Special Section of the Conditions of Participation stipulate that you must purchase a Marketing Package, the specified price has to be paid in the event that you withdraw from the contract and the admission ticket vouchers have been provided. Liability for catalogue costs, stand construction costs and other costs, which in particular, have been incurred as a result of a claim by a third party or of services rendered, is not affected.

You shall have the right to provide proof that a damage or loss has not been incurred or that the extent of the damage or loss incurred is considerably less.

The occupation of the stand area that is no longer reserved by another participant who has already been admitted to the event and assigned a stand area is not considered to be a rental to a third party against payment, as two areas were merely exchanged.

The co-exhibitor fee must be paid in full in the event a company that has been accepted as a co-exhibitor does not participate.

9. The following cases will fall solely within your scope of risk as exhibitor:
- a) if the products which you have stipulated for the presentation cannot be introduced at the venue of the event due to the legal requirements prevailing there or due to other reasons, or
  - b) if such products do not arrive in due time, do not arrive undamaged or do not arrive at the venue of the event at all - e.g. as a result of any loss, delay in transport or customs, etc. - or
  - c) if your journey, the journey of your employees or your stand or installation personnel should be delayed or should become impossible - e.g. because a visa is not granted.

You will remain under obligation to pay all the charges agreed upon.

10. Event-related regulations are detailed in the Special Section of the Conditions of Participation.

### III Construction, arrangement and operation of stands

1. As an exhibitor, you are responsible for ensuring that your trade fair participation, and especially the construction and design of your stand, comply with all the statutory provisions of the Federal Republic of Germany as well as the regulations of this General Section and the Special Section of the Conditions of Participation and the Technical Guidelines. This also applies to the persons working on behalf of the exhibitor, who must be supervised to ensure that they adhere to the regulations.
2. Additional regulations, especially those of an event-related nature, can be found in the Special Section of the Conditions of Participation and in the Technical Guidelines.
3. Any additional technical services that may be required, particularly the installation of electricity, water and safety devices, the recruitment of local auxiliary personnel, etc., can be ordered via the Koeln-messe-Service-Portal (KSP) by means of special order forms against a separate charge. Orders placed by third parties (in particular by stand construction companies) in connection with the construction and design of stand areas are considered to have been commissioned by the exhibitor and at the exhibitor's expense.
4. The registered and authorized products must be on display at the stands for the entire duration of the event. Stand personnel must also be in attendance throughout this entire time. Vacating the stand prior to the end of the event represents a serious breach of these Conditions of Participation and shall entitle the organizer to assert damage claims and exclude your company from future participation in Koelnmesse Group events.
5. Products and services may only be presented within the stand area listed in the acceptance/stand confirmation. You may not distribute products, flyers and other advertising materials in other areas of the exhibition centre without first receiving the organizer's written permission.
6. The legal stipulations of the Federal Republic of Germany must be complied with during the presentation and sale of products and services. Products that are not intended or approved for sale worldwide must bear a corresponding note or country-specific label.
7. The organizer is entitled to demand that you remove products from your stand that do not correspond to the List of Goods, the presentation of which does not conform with the legal stipulations of the Federal Republic of Germany, or, which through their odour, noises, other emissions or appearance, could constitute a considerable disruption to the operation of the event or put the safety of exhibitors and visitors at risk.

### IV Participation fee and other costs/Terms of payment/Scope of the standardised event services

1. The participation fee for the standardised event services covers the rental of the stand area for the entire duration of the event and the construction and dismantling periods stipulated in the Special Section of the Conditions of Participation, a specific number of exhibitor and work passes, the use of technical and service facilities at the exhibition centre, general hall security, cleaning of the generally accessible hall areas, general hall lighting, and advice on organization, advertising and public relations work for your participation. In addition, the participation fee includes services provided by the organizer as part of the general visitor marketing activities. At the organizer's discretion, these activities especially include a selection

of the following services: placing of advertisements, provision of advertising materials for the exhibitors' own communications measures, direct marketing measures (e.g. publication and dispatch of newsletters and other information to potential visitors by mail, fax, or other means of electronic transmission), provision of an online ticket shop, and event-related Internet domains. The standardised event services also include the provision and supply of energy covered by the flat-rate energy fee; in this respect, please note the corresponding regulations of the Special Section of the Conditions of Participation. The event services also encompass the inclusion in the list of exhibitors. This is obligatory for each exhibitor, co-exhibitor, group participant and additionally represented company. Please note the corresponding regulations of the Special Section of the Conditions of Participation. The organizer has the right to request additional payment for certain listed services.

2. The participation fee does not include the provision of stand partition walls or other special construction elements.
3. The amount of the participation fee and other costs will be calculated on the basis of the dimensions of the allocated stand space and according to the rates specified in the Special Section of the Conditions of Participation. The size of the allocated floor area is calculated without taking projections, pillars, installation connections and other fixed objects into account.
4. For two-storey exhibition stands, the participation fee for the upper storey is calculated in accordance with the regulations of the Special Section of the Conditions of Participation after the upper storey has been approved following a technical inspection.
5. After your admission, you will receive an invoice for the participation fee and the other costs; the in-voiced amount is due immediately upon receipt of the invoice. This also applies to all amounts that must be paid within the framework of the contractual relationship, and, in particular, to invoices, as stipulated by Item II, Paragraph 7 and Paragraph 8 of these Conditions of Participation.
6. All prices are net fixed rates plus any accruing value-added tax as well as any comparable taxes which may be imposed at the venue of the event. Please note the regulations for VAT refunds listed in the Special Section of the Conditions of Participation.
7. In the event of an increase in the organizer's own operating costs, the organizer shall have the right to increase the various prices by the amount that will cover the increase. The increase in its own operating costs may result from rising costs for manufacturing, procurement and labour or from increases in energy costs, fees, taxes and other public duties at the event location. The greatest amount that each individual price can rise is limited to 5% if more than 9 months have passed between the time the contract is concluded and the date the event is held, 7.5% if more than 18 months have passed and 10% if more than 24 months have passed.
8. The settlement of all liabilities within the prescribed period shall be a prerequisite for the occupation of the stand space.
9. Failure to execute payment on time will result in interest being charged of 9% above the base rate according to Art. 288 of the German Civil Code. If the damage incurred by the organizer is greater, he shall be entitled to lodge a claim for these damages. The compensation shall become invalid or be reduced, if you can provide evidence that the organizer has incurred little or no damage as a result of the payment default. Should settlement of the invoice not be effected by the deadline or in full, the organizer is, in addition, entitled to dissolve the contract with you and to otherwise dispose of the stand area reserved for your company.
10. Resulting from the organizer's claim in regard to the assignment of the stand space, your exhibits are subject to a contractual lien in the organizer's favour.
11. The exhibitor agrees to an electronic invoicing process. The dispatch of the invoice is carried out electronically via e-mail to the e-mail address supplied by the exhibitor or by post as a paper invoice at the discretion of the organizer. The exhibitor must immediately notify the organizer of any changes to its e-mail address.
12. Any services that have been provided by the organizer will be invoiced in euros. You are obliged to pay the amount shown on the invoice in the currency shown on the invoice („billing currency“). If the organizer should be prepared, as a courtesy, to accept settlement of

the invoice in a currency other than the billing currency in individual cases, without being under any obligation to do so, such payment must be based with regard to the conversion on the official buying rate of the billing currency on the date the payment is received. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are, therefore, at your expense.

13. Any complaints relating to the invoice are to be submitted in writing, immediately, at the latest 2 weeks after receipt; complaints made at a later date cannot be considered.

14. Any projecting parts, pillars, installation connections and permanent internal fittings in the assigned stand space do not entitle you to any reduction in the participation fee or other costs.

15. The organizer shall also be entitled to the payment of the full amounts, if you fail to fulfil any of your obligations arising from the contractual relationship. This does not affect claims to damages. In the event of the contract not being fulfilled at all by the organizer, or being fulfilled only in part, you have claims to a proportional reimbursement of any payments you have already made. Claims above and beyond this are ruled out in accordance with the regulations in Items VII and VIII of these Conditions of Participation. The regulations in Item XI of these Conditions of Participation shall remain unaffected.

16. In the event of counter claims being made against those claims arising from the contract, you can only set off or assert your right of retention in as far as your claims have been found to be uncontested or legally valid.

17. In the event that an invoice is sent to a third party at the request of the exhibitor, this does not constitute any waiver of the right to claim the account receivable from the exhibitor. The latter remains obliged to pay until such time as the account receivable has been settled in full.

## **V Co-exhibitors, additionally represented companies, group participations**

1. In principle, stand spaces shall be hired out only as a whole unit and only to one contracting party. As an exhibitor, you are not permitted to relocate, exchange, share, or in any other way make the stand space allocated to you completely or partially accessible to third parties, without the prior consent of the organizer.

2. A stand area may only be used by several companies at once if the stipulations of the Special Section of the Conditions of Participation allow the participation of co-exhibitors and/or additionally represented companies.

3. A special application must be approved by the organizer before another company (co-exhibitor) can exhibit its own products at the stand area with its own staff. This also applies to companies who have their own products at the stand but none of their own staff (additionally represented companies). Companies which are members of a group as well as subsidiaries are considered to be co-exhibitors.

The organizer reserves the right to demand a special participation fee and other costs for approving co-exhibitors for participation. Such charges and costs will be invoiced to you as the exhibitor. The organizer has the right to limit the number of approved co-exhibitors per exhibitor. If co-exhibitors and additionally represented companies are to be accepted, the preconditions laid out in Item II of these Conditions of Participation apply; these companies are subject to the General and Special Sections of the Conditions of Participation and the Technical Guidelines.

Should you accommodate a co-exhibitor or a company which is additionally represented, without the express permission of the organizer, this shall be grounds for dissolving the contract with you without notice and to have the stand space vacated at your risk and expense. No claims of any kind can be made against the organizer in this case, especially no claims for damages.

Even after confirmation of acceptance has been received, the contract exists exclusively between the organizer and the exhibitor, who is liable for the negligence on the part of his co-exhibitors/additionally represented companies as well as for his own negligence.

4. If several companies wish to participate at the event together on one stand - a group participation - then the existing General and Special Sections of the Conditions of Participation and the Technical Guidelines are binding for each individual company. The registration is accomplished by the group organizer, who is responsible for the group participants' adherence to the Conditions of Participation. Subsequent

to acceptance and stand area confirmation, a contractual relationship exists exclusively between the group organizer and the event organizer. Exceptions exist in the case of group participants' individual orders for services in their own name and at their own expense; such individual orders are permitted only on site during the period from the first stand construction day to the last official day of the event.

5. If a stand area is jointly assigned to two or more companies, they are jointly and severally liable to the organizer.

## **VI Domiciliary rights**

1. The organizer exercises domiciliary rights throughout the exhibition grounds.

2. He is entitled to have exhibits removed from a stand if their display contravenes statute law, offends good morals or is not in keeping with the event programme. Promotion of political and ideological ends is prohibited. In the event of serious offences against the Conditions of Participation, the Technical Guidelines or legal regulations, the organizer is entitled to close your stand or have it vacated.

3. The house regulations for the Cologne exhibition centre apply in their currently valid version.

## **VII Warranty**

The warranty period for deliveries of new articles is 1 year. For used articles, all liability based on warranty is excluded. No warranty claims are available if the damage is due to normal wear and tear, force majeure, faulty or negligent handling, excessive loads or failure to comply with statutory provisions or operating instructions.

## **VIII Liability/Insurance**

1. The organizer's liability, independent of fault, for damages because of initial defects in the assigned object of the contract is excluded.

2. In the event of claims for damages (i) for loss of life, bodily injury or impaired health as well as (ii) for violations of Germany's Product Liability Act caused intentionally or by gross negligence the organizer shall be liable in accordance with the statutory obligations.

Furthermore, the organizer shall be liable for every culpable infringement of an essential contractual obligation. Essential contractual obligations shall pertain only to those contractual obligations which must be complied with during the execution of the contract. This applies to all claims which could arise in connection with this contract.

The organizer is not otherwise liable for simple negligence. Other contractual and/or legal damage claims of any type, including damage claims for consequential damages, shall be excluded, unless the damage was caused by the intentional or grossly negligent action of the organizer.

If the organizer is liable for damages, this liability is limited to damages that the organizer should have foreseen at the time of the contract's conclusion as the possible consequence of a breach of contract or that should have been foreseen had the usual care been exercised. Moreover, indirect and consequential damages are only eligible for compensation if such damage can typically be expected to occur.

The foregoing limitations of liability shall apply, to the full extent, to the executive organs, employees, legal representatives, persons employed in performing an obligation and vicarious agents, whose services are used by the organizer for the performance of the contract. (This also applies to personal liability in each case.)

If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to postpone the event, shorten or extend it due to force majeure, or for other reasons beyond its control, then the exhibitor is not entitled to any rights, in particular, to claims for damages against the organizer.

The responsibility of the event organizer is limited to fault in all cases without prejudice to any limitations of liability under these Conditions of Participation.

Within the scope of liability, the statutory burden of evidence regulations shall continue to apply; they will not be affected by this clause.

3. The organizer does not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are the property of the stand personnel.

The organizer transfers the general surveillance of the trade fair halls and the outdoor areas, the supervision of the exterior grounds, and the security checks at the entrances to security agencies and their uniformed guards and non-uniformed personnel. Every visitor and exhibitor in the exhibition hall must have a valid admission ticket or exhibitor pass and show it to the aforementioned security staff upon request. This general surveillance does not include the guarding and securing of individual stands or stand components.

4. In the event of contracts that provide for the procurement of certain items, then, unless otherwise expressly agreed in individual cases, the organizer does not assume the risk of procurement.
5. The organizer does not conclude insurance policies for the specific stand and the items located at the stand. The organizer recommends that the exhibitor insure its participation risk against the normal insurable risks such as fire, burglary, simple theft, damage, water damage etc. including the risks of transport to and from the event itself and at its own expense and that it ensure adequate insurance cover for the construction, trade fair, and dismantling periods including the periods of transport to and from the event. The exhibitor can obtain insurance cover against its participation risk at its own expense via the organizer's insurer. Further information can be obtained from KBI-TR-Duesseldorf@ergo.de. All cases of theft and damage must be immediately reported to the police, the organizer and the insurance company at Messegelände Ost (Security Office East at Entrance East) and thereafter registered in writing. Stand security personnel may only be provided by the security agencies that have been commissioned for this purpose by the organizer.
6. As an exhibitor, you will be liable to the organizer and to third parties for any damage inflicted on the organizer or on third parties, provided that such damage is attributable to your culpable action or the culpable action of your personnel, your employees or any third party which you have appointed or any other third parties, whose services you are using for the purpose of fulfilling your obligations. In this regard, you must exempt the event organizer from all claims by third parties. It is necessary to observe strict compliance with the Technical Guidelines which will be handed over to you by the organizer, as well as with the information from the organizer's circular letters pertaining to questions on the preparation and implementation of the event.
7. The exhibitor shall irrevocably indemnify the organizer from all claims by third parties insofar as these are based on the exhibitor's presentation, the design of the exhibitor's stand, the products presented at the exhibitor's stand, or the intellectual content of these products violating the rights of third parties (in particular, but without being limited to, copyrights, the rights to names and images, trademark rights, competition rights and publicity rights) or other statutory provisions. This indemnity obligation encompasses all of the associated costs and expenses (in particular, but without being limited to, warning and legal costs as well as court fees).

## **IX Assertion of claims/period of limitation**

1. The exhibitor's claims against the organizer – of whatever type – must be submitted to the organizer in writing immediately or, at the very least, during the course of the event. The date on which the organizer receives the claim will be the sole criterion for determining if it has been received by the deadline. Claims which are received at a later date cannot be considered.
2. Their claims against the organizer arising from the contractual relationship as well as all other claims relating thereto, shall become statute-barred after 6 months. The limitation period shall commence at the end of the month, in which the closing date of the event falls. This does not apply to damage claims resulting from (i) loss of life, bodily injury or impaired health, (ii) Germany's Product Liability Act, (iii) essential contractual obligations and (iv) damages caused by the organizer's intentional or grossly negligent actions. The statutory periods of limitation apply in such cases.

## **X Place of fulfilment/place of jurisdiction/applicable law**

1. The place of fulfilment shall be the principal place of business of the organizer. The place of jurisdiction, also in a process involving documents, bills of exchange and cheques is, in so far as you are a businessman, legal entity of public law or a separate asset under public law, Cologne. The organizer shall also be entitled, at his option, to lodge his claims at the court of the place where you have your place of business or your branch.

2. All legal relationships between you and the organizer are subject to Federal German Law as well as to the German text.

## **XI Reservations / force majeure, cancellation of the event**

1. As an exhibitor, you will be solely responsible for compliance with all the laws, guidelines, and other regulations which are in force in the host country, even if the content of the organizer's Conditions of Participation deviate from such regulations. You must obtain information promptly and comprehensively of the relevant regulations prevailing at the venue of the event, and obtain the required knowledge. The organizer will not be liable for damages and other losses which could be incurred on your part as an exhibitor.
2. The organizer shall have the right to reschedule, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, in part or in whole, insofar as such an action is required due to compelling reasons for which it is not responsible or unforeseen events such as force majeure, natural disasters, wars, strikes, terrorist attacks or the breakdown or obstruction of traffic, supply and/or communication links. The organizer shall immediately notify the exhibitor of such circumstances, provided it is not also prevented from doing so by force majeure. In such cases, the exhibitor has no claim to recompense for the resulting damages.
3. In case the event is cancelled as a result of one of the cases mentioned in Clause 2, you, as an exhibitor, are obligated to cover an appropriate share of the costs incurred to prepare the event if the organizer requests you to do so. This share shall amount to no more than 50% of the agreed-upon user fee. The specific amount that each exhibitor has to bear is determined on the basis of the sum of all the costs that the organizer has already incurred, divided by the number of exhibitors and taking into account the size of the exhibition space that each exhibitor has booked.
4. If cases of force majeure prevent the organizer or its service partners from fulfilling some or all of their obligations, the organizer is released from its obligations until the force majeure ceases. The organizer shall immediately notify the exhibitor of such actions, provided the organizer is not prevented from doing so by force majeure as well. Strikes, lockouts, regulatory intervention and the impossibility of providing auxiliary materials such as electricity are considered to be the equivalent of force majeure, unless they are of short duration or caused by the organizer.
5. You shall have the right to rescind the contract, if you lose your interest in participating in the event because of one of the cases mentioned in Clause 2, and if you waive the reservation for the stand space allotted to you. Upon obtaining knowledge of the change, the rescission of the contract must be declared in a written statement and without undue delay. In case of the cancellation of an event, the organizer shall not be liable for damages and/or other losses which may be incurred on your part.

## **XII Final provisions**

1. By signing the application form you recognize the organizer's Conditions of Participation (the General and Special Sections, the Technical Guidelines and all other regulations relating to the contractual relationship) as binding. The contractual relationship is subject solely to these stipulations. Divergent or supplementary terms from the exhibitor do not become part of the contract even if the organizer does not specifically object to them. This applies especially to diverging conditions of payment.
2. Should these provisions be partially legally invalid or contain gaps, this shall not affect the validity of the remaining provisions or the contract. In this event, the parties shall undertake to replace the invalid provision with such a provision or to fill the gap with such a provision, which comes closest to enabling the commercial purpose pursued by the parties to be fulfilled.
3. All alterations to the contract must be made in writing. The same shall also apply to any amendment or cancellation of the written-form clause itself.

Status: July 2019

