

# General Terms and Conditions (as of 09/ 2019)

## NEONYT

### 1. Organiser

(1) The event NEONYT is a fair in the sector of fashion and fashion accessories produced through ecological and socially responsible processes in the luxury, street and casual wear segment, hereinafter referred to as NEONYT.

(2) The organizer is  
**Messe Frankfurt Exhibition GmbH**  
Ludwig-Erhard-Anlage 1  
60327 Frankfurt am Main  
Telephone: +49 69 75 75-0  
Telefax: +49 69 75 75-64 33  
[www.messefrankfurt.com](http://www.messefrankfurt.com)

hereinafter referred to as MFE.

### 2. Participation; Company Information

(1) Anyone who wishes to participate as an Exhibitor at the event, declares its wish to do so by completely filling out the form 'Intention to Exhibit' on the MFE online portal and submitting it electronically. With the Intention to Exhibit, the Exhibitor declares to MFE its sincere interest in participating in the event as an Exhibitor.

The Intention to Exhibit is valid for the event in the time period specified. The submission of an Intention to Exhibit does not guarantee participation.

(2) The Exhibitor will receive electronic confirmation of receipt for this Intention to Exhibit, which is no confirmation of participation within the meaning of Section 6.

(3) By submitting the Intention to Exhibit, the Exhibitor confirms its liability for sales tax (corporate/ non-corporate). If the status is specified as liable, this applies specifically to the correctness and validity of its tax number, or VAT ID number within the EU, on the date of receiving the service and entitlement to the service exclusively for its corporate field. This declaration (inc. any tax number or VAT ID number specified) will also be deemed to apply to all future transactions. The Exhibitor agrees to declare immediately if its tax status changes, the tax number or VAT ID number changes/ becomes invalid or if the service is being provided in the non-corporate sector. All Exhibitor information provided in the Intention to Exhibit and this declaration (inc. VAT-related corporate status, specified tax number or VAT ID number) are standard information for all Messe Frankfurt stand rental services and services provided to the Exhibitor.

In case of a change of name/ change of legal form, the new company shall legally bear all

liabilities existing against Messe Frankfurt GmbH and its subsidiaries. The legal successor is obliged to inform MFE of the new tax number or VAT ID number, if it has corporate status. The company, which declares its participation, will be a Contracting Partner and beneficiary of services. To distinguish whether the service is intended for the management headquarters or a branch of the company, the applicant must declare that the services are intended exclusively or primarily for a particular entity, whose address and associated tax number or VAT ID number are specified in the Intention to Exhibit.

(4) MFE is not liable for consequences or damages that may arise directly or indirectly from false, misleading, inaccurate or incomplete information in the Intention to Exhibit, or based on any other details from the Exhibitor. It reserves the right to refuse inadequate, incomplete or late Intention to Exhibit forms.

### **3. Registration**

(1) MFE is to present the Exhibitor with a written Stand Space Proposal. The Stand Space Proposal requires the written consent of the Exhibitor within the response time set. The Exhibitor's Stand Space Acceptance represents the contractual offer from which the Exhibitor cannot unilaterally withdraw from after its receipt by MFE. The contract with MFE regarding the attendance at the event shall become effective upon the participation confirmation by MFE, which represents the acceptance of the contract. Stand Space Acceptance does not constitute a right to participate.

The Exhibitor will receive electronic confirmation of its Stand Space Acceptance, which is no confirmation of participation within the meaning of clause 6.

(2) By submitting the Stand Space Acceptance the Exhibitor acknowledges the General Terms and Conditions, the Technical Guidelines, event-related special provisions as well as the house rules of MFE as legally binding.

(3) MFE decides on the participation of the Exhibitor at its sole discretion. In particular, it hereby reserves the right to make an ultimate decision regarding the event segment (luxury or street and casual wear segment) to which the exhibitor and its products belong. Taking into account the space available it has provided for the event and the purpose and structure of the event, MFE is entitled not to allow Exhibitors to participate. The Exhibitor cannot rely on participation in past events. Companies that have not fulfilled their financial obligations to MFE from previous events, or have violated the house rules or the General Terms and Conditions, Technical Guidelines or other special event provisions by MFE during previous events, may be excluded from admission. The Exhibitor has no claim for damages.

(4) Manufacturers whose products to be exhibited correspond to the commodity groups of the event as well as the sustainability criteria established by the MFE are authorized to participate as Exhibitors. The same applies to trade publishers with the appropriate subject matter. Other companies will be approved by MFE to participate, provided their exhibits constitute an inherent supplement to the scope of products on show.

(5) The Exhibitor undertakes to provide MFE with all of the information required regarding its company and the products to be exhibited. The Exhibitor must specify at least one category in the Intention to Exhibit.

Should the Exhibitor want to display several approved product groups on a stand, it must designate one of the groups as the main product group. Should the Exhibitor's range of products or the composition of its product range not comply with the details submitted,

MFE is entitled, at short notice if need be, to exclude the Exhibitor from taking part in the event.

Depending on the nature of the event, software and services shall likewise be classified as suitable for a trade fair presentation alongside the products to be displayed (exhibits, merchandise, goods, product groups, exhibition goods and exhibition articles).

(6) MFE will determine the composition of sectors and product groups for the event and their weighting, and is entitled to consider the composition of the Exhibitor in respect of international origin, corporate structure, economic level and other objective features as part of participation approval. It is not bound by decisions taken in the past regarding previous events.

(7) MFE is entitled to grant the temporary admission of Exhibitors if it has a substantial interest in measures referred to in paragraph 6 due to special circumstances.

(8) MFE is entitled to refuse the participation of companies which have acquired corporate values such as names or trademarks of former Exhibitors. This does not apply in the event of legal succession.

#### **4. Stand Space Proposal and changes to the proposed stand position**

(1) The Stand Space Proposal made by MFE is not binding and is made based on event strategic and technical exhibition factors. The Stand Space Proposal is based on MFE requirements and options and industry breakdown - to be undertaken by the MFE at its discretion - and not according to the order in which Intention to Exhibit forms are received. The Exhibitor has no claim to a trade fair stand space/ position in a specific location, or of a specific size or type, irrespective of any placement request specified in the Intention to Exhibit.

(2) The Stand Space Proposal may take into account the association of the registered exhibits and their product groups; MFE will determine in which product group the Exhibitor will be classified in.

(3) In addition to providing the stand space, the following services from MFE are to be made available to the Exhibitor:

The provision of stand partition walls and stand number signs; Principal lighting of the stands by hall lighting; electricity, including individual consumption; entrance ticket assignments for the exhibitors for the setting up and dismantling phase and for the duration of the event; event visitor marketing, public relations, optical visitor management systems; exhibitor's entry into the event website; final cleaning of the respective booth. Insofar as the exhibitor is only renting an empty stand area (so-called raw space) in an exceptional case, for safety and design-related reasons, the MFE must be provided a stand construction plan for approval, including proposed design based on the informational sheet distributed by the MFE, at the latest six weeks before the beginning of the event. If the plans are not received on time, or if approval is not provided, a complete stand will be built for the exhibitor, who will be charged accordingly.

When renting raw space, in addition to transferring stand space, the MFE will provide the exhibitor the following additional services: Lighting of the stands by hall lighting; electricity, including individual consumption; Entrance ticket quotas for Exhibitors for the setting up and dismantling phase and for the duration of the event; Event visitor marketing,

public relations, optical visitor management systems; Obligatory media/ marketing package (Exhibitor's entry on the event website, Exhibitor catalog, visitor management systems, B2B Portal); Final cleaning of the respective booth.

## **5. Participants sharing a stand/ Joint stand organizer**

(1) Participants sharing a stand may also be permitted to attend the events. The requirement for approval is that the products of the participants sharing the stand correspond to the product groups of the event, as well as the sustainability criteria established by the MFE.

(2) Participants sharing a stand are Exhibitors with their own personnel and offering their own products at a joint exhibition stand rented by a joint stand organizer. Participants sharing a stand are subject to the same conditions of participation as the joint stand organizer. The joint stand organizer is obliged to incorporate the MFE General Terms and Conditions into the contract it draws up with any participants it is sharing a stand with. The confirmation of participation goes exclusively to the joint stand organizer in the case of the award of joint stands. This will then be the sole Contracting Partner of MFE. Self-exhibiting joint stand organizers are also permitted.

(3) The inclusion of participants sharing a stand without the consent of MFE entitles MFE to terminate the contract with the joint stand organizer without notice, and to clear the stand at the joint stand organizer's cost. In this case, the Exhibitor remains liable for full payment of the stand rental fee and/ or the full stand package price, i.e. no refund will be made.

## **6. Conclusion of the Contract of Participation; Subsequent Changes**

(1) When the written confirmation of participation, stating the agreed scope of services, is sent to the Exhibitor, the Participation Contract between the Exhibitor and MFE becomes legally binding. The Participation Contract is valid for the specified period.

(2) Confirmation of participation assumes that all outstanding debts owed to MFE against the Exhibitor are completely settled. Completed confirmations of participation issued despite overdue outstanding bills are subject to the condition that these debts be settled immediately upon receipt of confirmation of participation. If these outstanding bills are not settled immediately, MFE is entitled to rescind the Participation Contract and to reallocate the space.

(3) Confirmation of participation for new Exhibitors is issued under the condition that the stand rental fee and/ or any full stand package costs are received by the cut-off date (Section 9 (4)); otherwise, MFE is entitled to terminate the Participation Contract and to reallocate the space. New Exhibitors are Exhibitors who have not participated in the previous corresponding event.

(4) The Participation Contract applies only to registered Exhibitors, or respectively to the joint stand organizer and the participants sharing a stand. Moreover, it is not allowed to assign the confirmed stand wholly, partially or free of charge to third parties, to sublet it, or to include or represent other companies on the stand. Stands may only be exchanged or Participation Contracts transferred to a different Contracting Partner in justified

exceptional cases, such as in cases of export promotion, and requires the prior written consent of Messe Frankfurt. Messe Frankfurt is entitled to invoice the Exhibitor for the resulting costs with a set charge of EUR 350.00 ("Exhibitor replacement transfer fee"). In case of breach, MFE is entitled to terminate without notice and to have the stand cleared at the Exhibitor's expense; the Exhibitor remains liable for the full stand rental fee or participation fees, i.e. these will not be refunded.

(5) MFE is entitled, even after the Participation Contract is concluded, to make changes in the allocation of space, especially to the Exhibitor's stand location, type and size, insofar as this is necessary for reasons of security, or public order or as changes in the allocation of space are required for a more favorable strategic event direction. Such subsequent changes must be reasonable for the Exhibitors.

(6) The Participation Contract is only valid for the products listed in the Intention to Exhibit and approved by MFE. Only these products may be exhibited. MFE is entitled to exclude exhibits from admission or presentation that do not meet the standards set by their event objectives at any time. If the Exhibitor wishes to alter its exhibition program, it is obliged to register newly added, and/ or omitted products in sufficient time prior to the event for approval by MFE so that it can carry out the necessary checks. For periods of less than two months, MFE can no longer guarantee the required examination and the related admission. If the Exhibitor changes its product range or the composition from that stated in the Intention to Exhibit without the consent of MFE, MFE is entitled to terminate the Participation Contract without further notice. No claims for damages by the Exhibitor against MFE may be derived from this. The Exhibitor remains liable for full payment of the stand rental fee and/ or the full stand package price, i.e. no refund will be made.

## **7. Use of the Stand, Liability for Non-attendance or Reduction in Stand Area, Fixed Expense Allowance**

(1) The Exhibitor is obliged to use the stand during the contractual period in accordance with the General Terms and Conditions and to staff it sufficiently during the event opening times (compulsory presence). Each Exhibitor is required to attach a sign to its stand with the name and location of its company, as specified in the confirmation of participation. Moreover, the Exhibitor is obliged to use the stand in compliance with the acceptance criteria and in a way suited to stand size and the exhibits on show. MFE is entitled to verify this.

(2) If the Exhibitor cancels its participation in the event or does not take part in the event, for whatever reason, or reduces the original stand size, MFE is entitled to reallocate this stand area. If MFE cannot sublet the vacant stand space (i.e. to another new Exhibitor) MFE is entitled to design the stand space at the expense of the Exhibitor. This includes, in particular, the reallocation of another Exhibitor to this stand space to avoid the impression of empty space, or the design/ decoration of this stand space, so it is not visible as an empty area.

The declaration of cancellation or the declaration to reduce the original stand space must be made in writing. Any cancellations or declarations about reducing area that are only made verbally are ineffective, with the result that MFE is not obliged to make any effort to sublet, and the Exhibitor will be liable in any case for the full stand rental fee or the full complete stand package price.

(3) If MFE cannot rent the stand space e.g. to another, new Exhibitor, the Exhibitor will be liable for the full stand rental fee or the full complete stand package price, plus, if necessary, any costs thereby incurred.

(4) If MFE can rent the stand space i.e. to another, new Exhibitor, MFE will then charge a flat rate expense allowance of 25% of the original sum, instead of stand rental fee or the full complete stand package price. The Exhibitor may demand that this flat rate expense allowance be reduced if it demonstrates that MFE only incurred lower expenses.

(5) If MFE can only rent part of the stand space e.g. to another, new Exhibitor, the Exhibitor will be liable for the stand rental fee or the complete stand package price for the area that was not rented to another Exhibitor, plus, if necessary, any costs thereby incurred. In addition, MFE charges in this case a flat rate expense allowance of 25% of the original sum. The Exhibitor may demand that this flat rate expense allowance be reduced if it demonstrates that MFE only incurred lower expenses.

## **8. Exhibits**

(1) The stand shall be equipped during the duration of the event with the exhibition products specified and approved in the Intention to Exhibit. It is not allowed to exchange exhibits for different exhibition samples.

Exhibited items may not be covered during the opening times.

(2) Only brand new products or unique items are to be exhibited. The manufacturing of products on the stand is only allowed with the special permission from MFE. For the demonstration of machines, apparatus, equipment, instruments, etc., the provisions for the installation and demonstration of machinery and equipment are to be observed (see technical guidelines) along with any other special provisions.

(3) If these obligations are breached, clause 6 (6) shall apply.

## **9. Payment, Cancellation Due to Non-Payment and Insolvency, Right of Lien**

(1) As consideration for the right to participate in the event and to use the exhibition space, the Exhibitor must pay MFE (the stand rental fee or complete stand package price). Prices valid for the event are stated in the corresponding event price lists on the online portal.

(2) The calculation of the stand rental fee is always rounded up to the nearest half or full square meter. This is determined by the first two digits after the decimal point. From .01, up to and including .50, it is rounded up to half a square meter, and from .51 up to and including .00, it is rounded up to the full square meter. For a stand size of up to 50 square meters, one column area will be deducted from the stand rental invoice.

(3) The cost of services and other ancillary costs are not included in the stand rental fee/ complete stand package price.

(4) The Exhibitor will be sent an invoice for the stand rental fee/ complete stand package price. All prices are excluding applicable taxes and shall be paid in euros.

(5) The invoice amount is due 42 days prior to the event. MFE is entitled to designate shorter due dates.

(6) Complaints regarding invoices must be asserted in writing within a preclusive period of 14 days after receipt.

Offsetting unrecognized bills or claims against MFE is not permitted.

(7) The Exhibitor is obliged to inform MFE immediately in the event of insolvency proceedings or if the Exhibitor is unable to pay during the contractual relationship.

(8) MFE is entitled to terminate the Participation Contract concluded by registered letter to the last known address of the Exhibitor, without giving notice and without prejudice to the further liability of the Exhibitor for the full stand rental fee or complete stand package price, if

a. insolvency proceedings relating to the Exhibitor have been started or the Exhibitor has suspended payment or

b. the stand rental fee/ complete stand package price has not been or has only partially been paid by the payment deadline.

After receipt of termination, MFE may otherwise dispose of the exhibition space in question. In the case of item a., MFE can deny admission to future events. The Exhibitor shall have no claims for damages against MFE.

(9) For all of the outstanding Exhibitor's obligations, MFE is entitled to a lien on the stand equipment and Exhibitor's exhibition goods. MFE can auction the seized property one month after written notice of intention or, if there is a market for it, sell it, if the commitment is not fulfilled within the prescribed period. MFE is not liable for damage to or loss of the goods.

(10) Section 562a sentence 2 BGB (German Civil Code) does not apply.

#### **10. Event Times, Relocation and Changes in Event Length, and Cancellation or Termination of the Event**

(1) The duration of the event is specified in the Intention to Exhibit. Opening times for the event in question during this period are available in the Exhibitor Manual. Presence at the exhibition center is not permitted outside these times, unless a notified and approved evening event for the Exhibitor (so-called stand party) is taking place.

(2) Set dates are available to the Exhibitor before the start and after the end of the event for stand construction and dismantling. There are additional costs for setting up and dismantling work outside of this period, which is only allowed in exceptional circumstances and only with the prior consent of MFE in text form. MFE reserves the right to change the contractual set-up and dismantling periods at short notice, as long as it has a substantial interest in such measures because of special circumstances. No right to the claim of damages exists.

(3) MFE is entitled to relocate the event locally and/ or temporally, as well as to change the duration of the event and/ or the opening times as long as it has a substantial interest in such measures because of special circumstances.

With a relocation of the event or a change in the duration of the event, the contract is

deemed to have been concluded for the new time and/ or venue. This does not give rise to a right of withdrawal, nor does it from a change in opening hours. Claims for damages can not be asserted from this.

(4) If the event does not take place for reasons that MFE is not responsible for, or due to force majeure, MFE is entitled to cancel the event or run it on a new date. The Exhibitor is to be notified accordingly. All costs incurred until then shall be borne by the Contracting Parties themselves. If the event is run on a new date, the Exhibitor is entitled to cancel its participation on the new date within one week of new date being announced.

(5) Should the event that is already underway be canceled as a result of circumstances beyond the control of MFE, a rescission of the contract or right to assert a claim for damages is excluded. The same applies if MFE is forced to close or vacate one or more areas of the event, or even the entire exhibition area, or temporarily, or for longer periods as result of force majeure or for any other circumstances. This includes usage restrictions in the contractual stand area or the access to it, caused by reorganization or reconstruction measures or by government regulations and restriction. MFE will endeavor to provide an appropriate solution in these cases, without acknowledging any legal obligation.

## **11. Obligatory Media Package**

(1) By sending its stand space acceptance, the Exhibitor undertakes to purchase the obligatory media package. This is required to ensure Exhibitors and their products have optimal visibility and can be found easily, and therefore to give their customers and visitors to the event a comprehensive range of information sources. The obligatory media package is invoiced with the participation fee invoice.

(2) If the Exhibitor exhibits at several stands during one event, only one obligatory media package will be charged. If the Exhibitor exhibits at a further MFE event within the same exhibition cycle as the event (first event), it will only be charged the reduced price of a multiple Exhibitor media package for each further event. Prices are determined according to the respective event.

Joint stand organizers will be charged one obligatory media package for each of their participants sharing a stand; it is up to the joint stand organizer whether it will pass on the cost to the participants sharing a stand.

(3) The obligatory media package includes the following, if available for the respective event:

- One entry each
- in the Online-Exhibitor search
- Stand signage
- Digital press kit

(4) In addition to the obligatory media package, additional services (catalog) and add-ons (online) can also be booked subject to charge. The Exhibitor will be informed separately of possible additional services and add-ons by MFE, its affiliated companies within the meaning of Secs. 15 et seqq. AktG (German Stock Corporation Act) or by their service providers. An overview of possible add-ons is available in the shop for Exhibitor services.

(5) The Exhibitor will be requested by e-mail to provide the information required for its

entries (company, company structure, contact details etc.) and to submit materials (texts, pictures, online presentations etc.). Information will also be provided on the input process and the submission deadline for the event.

(6) If no, or only incomplete, information/ materials are submitted by the submission deadline, the basic data (name, address, contact details) provided by the Exhibitor upon registering for the event in question will be used. Furthermore, MFE is entitled to use information and materials submitted by the Exhibitor for its previous event at MFE within the context of the obligatory media package. MFE accepts no liability for these being up to date, correct or complete.

(7) MFE is entitled to forward personal and company-related data collected from the Exhibitor for the purpose of entries, in accordance with the obligatory media package, to its affiliated companies within the meaning of Secs. 15 et seqq. AktG (German Stock Corporation Act) and its or their service providers. Furthermore, this data may be stored and, if necessary, in accordance with para. 5 sentence 2, used again for a new exhibition.

(8) The Exhibitor hereby consents to receiving requests from third parties on the basis of an entry, in accordance with clause 11 (3), via this system or by e-mail. MFE does not verify these requests and assumes no liability for these; in particular, it shall not be held liable for third party handling of Exhibitor information. The Exhibitor may use the data received through third party requests only for contractual or pre-contractual communication. Usage for the purpose of sending unwanted advertising/ spam is not permitted.

(9) The information and materials submitted by the Exhibitor must not breach applicable law and in particular must not infringe upon third party rights. In this context, special care must be taken to ensure that the Exhibitor holds the corresponding usage rights for all texts, pictures, brands, trademarks, and licenses, and that the use of third party brands as a search term without the relevant permission is forbidden. The Exhibitor shall indemnify MFE and its affiliated companies within the meaning of Secs.15 et seqq. AktG (German Stock Corporation Act), upon first request, against all third party claims that may be asserted against these in connection with the illegality of his information and/ or materials. The release from liability also includes the reimbursement of costs incurred through prosecution/ legal defense and, if necessary, also through use of patent attorneys.

(10) MFE does not verify the Exhibitor's information and materials in regard to their legality. If MFE is informed of any possible rights infringement in the Exhibitor's information or materials - and thus its appearance in Messe Frankfurt media - it will fulfill its verification obligations. If, following legal examination of the factual and legal situation, MFE comes to the conclusion that there has been an infringement of rights, it can suspend all obligatory media package services concerned and block the Exhibitor in the media concerned. This shall not provide grounds for a price reduction or reimbursement of costs; claims for damages are excluded. The same shall apply if MFE is informed through a court decision of an infringement of rights in the Exhibitor's information or materials.

If a court subsequently comes to a different conclusion than that of MFE within the context of its verification obligation, or if a court decision regarding an infringement of rights by the Exhibitor is overturned by a later court decision, the Exhibitor is not entitled to assert a claim for price reduction, reimbursement of costs or damages against MFE either.

## **12. Visitor Authorization**

(1) Trade buyers and other trade visitors will be admitted as event visitors. MFE is entitled to carry out appropriate checks at the entrance and to refuse entry to visitors who are not appropriate to the aim of the event.

(2) MFE can declare the event to be completely or partially open to the general public.

## **13. Sales Activities, Prohibition of Counter Sales, Termination without Notice in the Event of Breach of Duty**

(1) The Exhibitor may accept general orders and orders from specialist trade buyers who can identify themselves as such and enter into contracts for execution outside of the event. This also applies to exhibits which are to be delivered after the event ends.

(2) Price labeling is not permitted on stands, on exhibits, in the trade fair catalog or on advertising material.

(3) Counter sales, i.e. the sale and delivery of goods, including trade fair samples, food and drinks, are not allowed at the event (including cash sales). This applies particularly to the last day of the event. The delivery of free trade fair samples is not allowed until after the end of the event. If goods are handed out for free as a sample, however, the Exhibitor must give the third party a corresponding declaration of transfer (receipt). Third parties are required to collect a receipt from the Exhibitor.

(4) Sales that do not serve the commercial purposes of the buyer are not permitted. This also applies to non-industry buyers, even if it involves the conclusion of contracts for execution after the event. This applies particularly when the event is open to the general public.

(5) Violations of clauses 13 (2), (3) or (4) shall entitle MFE to demand the full stand rent/ the full complete stand package price, and to immediately close the stand without prejudice to the continued liability of the Exhibitor. The Exhibitor has no claim for damages.

(6) MFE is entitled to carry out all necessary checks, including checks of persons and their belongings, within the exhibition grounds and at the exits.

## **14. Advertising**

(1) The inside area of the stand is available to the Exhibitor for promotional purposes only for the display of its own exhibition goods.

(2) MFE may issue regulations for the design of the outer surfaces of the stands with respect to the overall presentation of the event.

(3) The implementation of promotional activities outside the stand is not permitted, neither in the exhibition grounds nor in their immediate vicinity. This also includes the use of persons as advertising and the distribution or placement of advertising material of any kind, such as brochures, posters, stickers, etc., in the aisles, in the exhibition center, in the

immediate vicinity of the exhibition grounds and the exhibition car parks. It is also prohibited to carry out surveys, tests, competitions, prize draws and competitions outside of the stand. This does not include test surveys from MFE.

(4) The following advertising measures are not allowed within the stands:

- Advertising measures which violate the relevant laws and regulations, technical regulations or standards of public decency;
- which include ideological or political themes;
- which cause disturbance to other Exhibitors, such as noise or visual disturbance (flashing lights, scrolling text, sound systems, etc.), create dust, soil the floor, etc.;
- disrupt visitor flow, especially if they cause congestion in the aisles, thereby affecting the event schedule;
- including the decoration of stands with flags, pennants, banners, and similar items;
- the exhibition of live animals;
- third-party advertising and references to suppliers, customers and other companies;
- publicity for other fairs and exhibitions;
- which are considered to be competitive events;
- which violate the regulatory requirements and arrangements, in particular those of the fire department.

(5) In exceptional cases, balloons are allowed to be used within the stands, if they are filled with safety gas and have prior approval from MFE. For demonstrations, only approved safety materials and demonstration devices approved by the VDE (German Electrical Engineering Association) may be used.

The local fire department will monitor compliance with these provisions when inspecting the event. The written approval of the fire department must be kept ready for presentation by the Exhibitor during the acceptance inspection of the stand.

(6) The use of the MFE trade show logo or the event logo requires the written approval of MFE.

(7) The distribution of printed press material from the Exhibitor is to be made exclusively by the press department of MFE. Documents must be handed over on site in good time with the corresponding number of copies to MFE.

The distribution of press material by the exhibitor is only permitted at their own press conferences and within the stand.

(8) The use of computer information systems (e.g., web stream, live ticker) in the stands, from which data can be sent or retrieved on the current event is only permitted with the written approval of MFE.

(9) The use of monitors or video walls is permitted if the distance to the aisles is at least two meters, if this space may be used without restriction by the viewers, and if other Exhibitors are not disturbed or other visitors are not hindered.

(10) The Exhibitor is obliged to pay in full all applicable license and other fees and expenses (GEMA (Society for Musical Performing and Mechanical Reproduction Rights), artists' social security fund, foreign resident tax) incurred for any musical or other performances it presents, and using any type of sound or image carrier.

If the Exhibitor fails to register or pay any applicable license and other fees and expenses, it indemnifies MFE from any claims by third parties that may be made as a result of its negligence.

(11) MFE has the right to remove any unauthorized advertising or stop any advertising methods without consulting the Exhibitor and without resorting to legal assistance, and to remove this at the Exhibitor's expense.

## **15. Audio and Video Recordings**

(1) Making or commissioning video and audio recordings of any kind, including drawings and sketches, (hereinafter "recordings") of third parties' exhibition samples or stands is not allowed.

In case of violations, MFE is entitled to collect and store any such recordings, including video/ audio carriers, at the Exhibitor's expense. This provision does not apply to media activities, such as radio, television, film, daily and the trade press for the purposes of reporting. Making or commissioning recordings of persons is governed by statutory regulations.

(2) The Exhibitor has the right to make or to commission recordings of its own stand or its exhibition goods during the opening times of the event. MFE has authorized exhibition photographers and videographers for each hall level and the outdoor exhibition area who can be identified by their official Messe Frankfurt Venue GmbH identity card, and are entitled to make recordings for the Exhibitor. If the Exhibitor wants to use its own or commission other photographers/ videographers to make recordings outside official opening times, the consent of Messe Frankfurt Venue GmbH must be obtained informally no later than three weeks before the event begins.

(3) The Exhibitor agrees irrevocably and free of charge that MFE and its affiliated companies, within the meaning of Sec. 15 AktG (German Stock Corporation Act), and third parties commissioned by it, are entitled as part of the event to make or commission recordings and quotations of their person, their stand, their brand name and trademark and exhibition goods, and to edit these or have these edited, in full or in part for the respective display format, and to use or allow the use of exclusively, even in edited form, for editorial reporting and for marketing and advertising purposes for the event and for Messe Frankfurt, in any known or unknown type of use, if necessary by stating its name and its position. The Exhibitor will make comparable arrangements with its staff employed at the event to allow the production and use of recordings by the MFE. The above rights are not restricted to time or place.

## **16. Design Protection and the Fight Against Piracy**

(1) MFE will apply for temporary protection for patents and trademarks on fairs and exhibitions that take place in the territory of the Federal Republic of Germany for the event in accordance with the announcement by the Federal Minister of Justice in the official section of the electronic Federal Gazette (Bundesanzeiger).

(2) Notwithstanding this, it remains the Exhibitor's responsibility to protect any relevant exhibition goods against any violation of the protective provisions, in particular to protect them from visual and sound recordings (including sketches).

(3) Exhibition protection for inventions to be registered as patents is not covered by the application under clause 16 (1) above. It is the Exhibitor's responsibility to have its inventions registered in good time prior to the event with the German Patent Office (for the

Federal Republic of Germany) and/ or under the European Patent Convention, the European Patent Office, as follows:

**Deutsches Patent- und Markenamt**

Zweibrückenstraße 12  
80331 Munich  
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(4) The Exhibitor makes a binding and irrevocable declaration that the products exhibited by it are its own creation or that they are admissible copies or imitations of other suppliers or other third parties. The Exhibitor also undertakes to respect the privileged property rights of third parties. If any such infringement of property rights is brought to the Exhibitor's attention in an orderly manner while participating in the event, the Exhibitor undertakes in advance to remove the affected products from the stand.

The Exhibitor explicitly acknowledges that MFE is entitled to exclude the Exhibitor from further participation in the current or future events - without any refund of the stand rental fee or complete stand package costs - upon breaching this obligation and the requirements being met in accordance with clause 17 (1) of the Terms and Conditions.

**17. Exclusion of Exhibitors**

(1) If, through a legal decision by a German court (judgment, decision), an Exhibitor has been prohibited from offering products and services or from making advertising presentations of the same and if the Exhibitor refuses to comply with the legal decision and to cease offering products and services or making an advertising presentation on its exhibition stand, MFE can exclude the Exhibitor from the current event and/ or from future events, as long as the legal decision has not been set aside in a subsequent decision by a court of appeal. In this case, there will be no refund of the stand rental fee/ complete stand package costs (in whole or in part). MFE is not obliged to check the correctness of the legal decision. There is no legal right to exclusion of the Exhibitor affected by the legal decision.

(2) If a legal decision in accordance with paragraph 1 above should be set aside at a later date by a court of appeal, the Exhibitor correctly excluded on the basis of the earlier legal decision has no right to damages from MFE.

(3) Furthermore, MFE is entitled to exclude an Exhibitor from the current event if the Exhibitor breaches the domiciliary rights of Messe Frankfurt or there are other grounds that justify instant termination of the stand rental agreement. In this case, there will be no refund of the stand rental fee/ complete stand package costs (in whole or in part).

## **18. Disclaimer**

(1) MFE is liable for injury to life, limb and health in accordance with statutory provisions.

(2) In the event of a breach of material contractual obligations and other (secondary) obligations, any liability of MFE for simple negligence is limited to foreseeable damage that is the typical for the contract. This also applies for indirect and consequential damages.

(3) The provisions in clauses 18 (1) and 18 (2) also apply to legal representatives, vicarious agents and other auxiliary persons of MFE. For simple vicarious agents, the limitation of liability also applies to the grossly negligent breach of other (secondary) obligations to foreseeable damages that are typical for the contract.

(4) Without prejudice to the provisions of clauses 18 (1) to (3), MFE excludes liability for the following damages:

- Property or financial losses;
- Damage caused by fire, water or explosion, violent attacks, storms or other forms of force majeure;
- Damage due to theft, burglary;
- Disruption/ damage due to extreme weather-related circumstances, and to disruption in the supply systems (ventilation/ air conditioning, water);
- Damage as a result of failure to comply with the safety provisions in accordance with clause 19;
- Damage caused by public traffic (in particular by event visitors, other Exhibitors, their representatives or employees of Messe Frankfurt);
- Damage caused by erroneous information and measures by Messe Frankfurt, its employees and their agents.

(5) MFE must be notified in writing of any damages immediately.

## **19. Safety, Accident Prevention, Exhibitors' Obligations to Ensure Traffic Safety and Other Statutory and Regulatory Provisions**

(1) The Exhibitor is obliged to comply with all statutory, regulatory, professional association and other applicable accident prevention regulations and other safety regulations during construction and dismantling and throughout the duration of the event. This includes the safety regulations and technical guidelines issued by MFE.

(2) The police, fire, emergency services, the trade inspectorate (Gewerbeaufsichtsamt), the planning authorities (Bauaufsichtsamt) and law enforcement officials as well as representatives of MFE are to be granted access to the stands any time. Their instructions are to be followed. A police, a fire and an ambulance station are generally located on the exhibition grounds during the event and are to be notified immediately of any danger.

(3) MFE is entitled at any time to ensure compliance with the safety regulations. It is authorized to order the immediate rectification of a situation which does not conform to regulations at the expense of the Exhibitor and to prohibit at all times any operation which is against regulations.

It can stop the operation of machinery, equipment and similar facilities at any time and prohibit renewed operation when it believes such operation constitutes a hazard or if other Exhibitors or visitors are disturbed or harassed. The decision of MFE is final.

(4) The Exhibitor undertakes to observe public emergency regulations, e.g., smog directives, emergency laws, etc.

(5) The Exhibitor is liable for all culpably caused personal injury, property damage and financial loss caused by its stand construction and dismantling, stand equipment, exhibition goods and their operation or by its staff or representatives.

(6) The Exhibitor bears the duty to maintain safety for the exhibition stand it has set up and/ or is using. This is particularly true in regard to stand and fire safety at the Exhibitor's special and evening events.

(7) If local trade and sanitary permits are required, they must be obtained by the Exhibitor in time for the event and kept at the stand.

(8) The Exhibitor is responsible for compliance with all applicable food regulations and veterinary matters even regarding samples distributed for free. Any use of beverage dispensing systems for temporary operation is to be reported. Any system must be registered at the Municipal Health Office (Stadtgesundheitsamt) of the City of Berlin no later than ten days before the intended start.

The delivery of food and beverages by the Exhibitor for remuneration is generally not permitted (see also clause 13 (3)).

(9) Provisions laid down in the Ordinance on Working Hours, the Maternity Protection Act and the Youth Employment Act are to be observed, as long as individual provisions are not set aside by so-called market privileges.

(10) The provisions of the Industrial Code (Gewerbeordnung, GewO) and in particular the current version of Title IV 'Messen, Ausstellungen, Märkte' (trade fairs, exhibitions, markets) must be observed.

(11) Abrasive cutting work and all work with an open flame including welding, cutting, soldering, thawing and grinding work must be notified to MFE before starting work. The work may only begin after approval and granting of a permit. During the work, the environment is to be sufficiently shielded from any danger.

## **20. Insurance**

(1) The Exhibitor is responsible for the stand space, stand equipment and all exhibition articles it has leased.

MFE will not bear the insurance risk. MFE recommends that the Exhibitor take out adequate insurance coverage. A special insurance offer is available on the online Messe Frankfurt portal. Any insurance contract is concluded directly between the Exhibitor and the insurance companies. To secure claims under this insurance policy, written notice must always be immediately given to the insurance company and MFE in the event of a claim, and in criminal cases to the police station serving MFE.

## **21. Stand Security**

MFE does not provide stand security. The Exhibitor is free to keep have its products and stand equipment guarded during event times (opening and closing time), and during the construction and dismantling period. A special, paid security service is available on the online Messe Frankfurt portal.

## **22. Assertion of Claims**

Exhibitors' claims must be made no later than 14 days after the end of the event, in writing to MFE. Claims made later will not be considered and will lapse (exclusion period).

## **23. Written Form, Conflicting Third-party Purchasing or Order Conditions, Place of Performance and Jurisdiction, German Law**

(1) MFE reserves the right to require all amendments and supplements to these Terms and Conditions or derogations to be in writing. Oral agreements must be confirmed in writing by MFE to be valid.

(2) Regulations contained in the Exhibitor's purchasing or order conditions that contradict the agreements of these Terms and Conditions, Technical Guidelines, event-specific special provisions or the house rules at MFE, are ineffective if MFE has not explicitly acknowledged in writing the Exhibitor's individual deviations.

(3) The Contracting Parties expressly agree to Frankfurt am Main as the place of performance and jurisdiction for all claims and legal disputes arising from this contract, to the extent that said parties are merchants, legal entities under public law or special funds under public law. The same applies if one Contracting Party has no general place of jurisdiction in Germany.

(4) Alternatively, the special place of jurisdiction of the place of performance within the meaning of Sec. 29 of the German Civil Procedure Code (Zivilprozessordnung) is agreed, which results from the nature of the contract under which rent is payable at the location of the property.

(5) The court of jurisdiction at Frankfurt am Main also applies to the case of disputed dunning procedures. Once the dunning procedure takes the form of legal proceedings and the competent law court of the general place of jurisdiction of the debtor assumes the case, application is to be made for transfer to the competent law court in Frankfurt am Main.

(6) In addition, each Party shall be entitled to sue the other at its residence or place of business.

(7) If any provision of these conditions should be invalid, such invalidity shall not affect the validity of the remaining provisions. The Contracting Parties undertake to replace the invalid provisions with valid provisions that correspond to the economic purpose of the ineffective provisions.

(8) For the interpretation of the Terms and Conditions and all other conditions, the German text and German law shall prevail.