

SCHWEISSEN & SCHNEIDEN 2017 GENERAL TERMS AND CONDITIONS OF PARTICIPATION



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I. Basis of the agreement – organisational matters:

1. General information

By registering for the event, the exhibitor provides legally binding acknowledgement of all aspects of the Terms and Conditions of Participation of SCHWEISSEN & SCHNEIDEN 2017. The Terms and Conditions of Participation as a whole form the legal basis for participation in the event and for Messe Essen to surrender exhibition areas to exhibitors, unless the contracting parties have agreed something to the contrary in writing.

The registration deadline is **30/04/2016**.

2. Event, organiser and contact persons

- a) Name of the event:
SCHWEISSEN & SCHNEIDEN 2017
- b) Organiser and commercial sponsor:
Messe Essen GmbH
represented by CEO Oliver P. Kuhrt
Norbertstrasse, Messehaus Ost, 45131 Essen
P.O. Box 10 01 65, 45001 Essen
Registry court: AG Essen, HRB 2
Phone: +49 (0)201.72 44-0
- c) Organisation:
Senior Vice President Marketing:
Ms. Sabina Großkreuz
Phone: +49 (0)201.72 44-539
Fax: +49 (0)201.72 44-513
E-mail: sabina.grosskreuz@messe-essen.de

Head of Project:
Ms. Christina Kleinpaß
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E-mail: christina.kleinpass@messe-essen.de

Coordinator Marketing:
Ms. Kathrin Kierdorf
Phone: +49 (0)201.72 44-648
Fax: +49 (0)201.72 44-448
E-mail: kathrin.kierdorf@messe-essen.de

3. Event location, duration and hours of operation

- a) Event location:
Messe Düsseldorf site
Stockumer Kirchstraße 61, 40474 Düsseldorf
Halls 9–12, 15–17
- b) Duration and hours of operation
Setup times:
11/09/2017 to 24/09/2017
Daily 7:00 a.m. – 8:00 p.m.
Till 10:00 p.m. on 24/09/2017; remaining work within the booth space till 10:00 p.m.

Duration:
Monday 25/09/2017 to Friday 29/09/2017

Hours of operation:
Monday through Wednesday: 9:00 a.m. to 6:00 p.m.
Thursday 9:00 a.m. – 8:00 p.m.
Friday 9:00 a.m. – 6:00 p.m.

Dismantling times:
29/09/2017 to 04/10/2017
Dismantling shall start on 29/09/2017 within the booth area at 6:00 p.m.

Dismantling must be completed on the last dismantling day by no later than 6:00 p.m.

II. Participation prices & service fee

The following net participation prices have been set for SCHWEISSEN & SCHNEIDEN 2017. The prices are per square metre of floorspace:

Booth type	Price
Row booth (1 side open)	€267.00 / m ²
Corner booth (2 sides open)	€271.00 / m ²
End booth (3 sides open)	€275.00 / m ²
Island booth (4 sides open)	€280.00 / m ²
Open-air	€130.00 / m ²
Co-exhibitor	€835.00
Media fee	€699.00



With two-storey construction, 50% of the rental price for the floorspace will be charged for the walkable area. Two-storey construction can only be approved through agreement with Messe Essen and Messe Düsseldorf.

The minimum booth size is 20 square metres. The total shall be rounded up to a full square metre. Protrusions, pillars, installation connections and columns shall be deducted as one square metre. The participation prices do not include any booth partition walls.

The costs for installation of water, electrical, compressed air and telecommunication connections for the individual booths and the consumption costs and costs of all other services shall be charged to the exhibitor. The fees for these and other services shall be made available online in January 2017.

An advance payment shall be charged for these services as a service fee on the basis of the services charges of the last event. In the event of changes to the booth size in comparison to the previous year, the service fee shall be adapted corresponding to the increase or decrease in size. Exhibitors who did not participate in the last event shall pay €30.00 per square metre in advance. This shall be invoiced no later than 6 weeks after the event along with the services actually ordered. Payment in cash or by credit card is sometimes possible for additional services requested on site.

The above-named services are subject to the general service-specific terms and conditions of supply, which form an integral component of this agreement.

Additional exhibitor IDs can be ordered in writing from Messe Essen at additional cost.

The IDs are intended exclusively for the exhibitors designated by name and their booth personnel and authorised representatives and may not be transferred to third parties. In the event of misuse, the ID shall be confiscated without compensation.

Complimentary exhibitor season tickets, free passes or vouchers are non-saleable passes that may not be resold or auctioned (e.g., on eBay). In the event of infringement, Messe Essen may confiscate the passes in question, withdraw from the Agreement and/or demand compensation for damages.

An additional amount of €0.60 per square metre shall be charged for the Association of the German Trade Fair Industry (AUMA).

The participation price and all other fees shall be charged in euros and are net prices, in addition to which value added tax in the amount legally required at the time of the event shall be charged and must be paid.

If, by the start of the exhibition, the exhibitor has not made the payments that are due, Messe Essen shall be at liberty to lock the booth or, at its own discretion, impose milder sanctions, such as locking the electricity or water supply.

III. Scope of services

By concluding the agreement, the exhibitor orders a basic package of services at the participation prices specified in section II, which can be extended with separate orders from the range of services of Messe Essen.

The scope of services of the basic package consists of the following components:

1. Booth space:

Booth space of the size confirmed in the approval

2. Exhibitor IDs:

The exhibitor is entitled to the following number of exhibitor season tickets at no charge as part of the basic package:

Booth space up to 20 square metres	4
For each additional partial 20 square metres	1
Up to a maximum quantity of	60

3. Media fee

Messe Essen charges a media fee as a mandatory fee.

The one-time fee for exhibitors and co-exhibitors is 699.00 euros.

The media fee covers the following services:

- Internet / exhibitor list:
- Internet newflash
- Exhibitor announcements
- Personal banner / email boilerplate
- Interactive hall map



- f) Company information
- g) Visitor information system
- h) Matchmaking
- i) Catalogue

National Bank AG Essen: IBAN: DE12 3602 0030 0000 1415 42
BIC: NBAGDE33XXX
Commerzbank AG Essen: IBAN: DE43 3604 0039 0112 3868 00
BIC: COBADEFFXXX
Deutsche Bank AG Essen: IBAN: DE03 3607 0050 0210 9460 00
BIC: DEUTDE33XXX
Postbank AG Essen: IBAN: DE24 3601 0043 0025 0894 33
BIC: PBNKDE33XXX

4. Cooperative visitor promotion

Messe Essen shall provide event-specific advertising material as part of the basic package.

5. Marketing activities

Messe Essen shall promote the event locally with posters and permanent advertising surfaces, and internationally on its homepage.

6. Passing on the Association dues

Payment of the AUMA fee by Messe Essen.

7. Internet presence

The exhibitor's company address and booth information shall be published online on the site www.schweissen-schneiden.com.

IV. Payment terms – general

The participant invoice shall be issued to the exhibitor after approval. Any objects must be made immediately, but no later than 14 days from receipt of the invoice. No later objections will be recognised. The participant invoices issued by Messe Essen shall be due as per section V.6. Invoices for other services or supplies ordered separately shall be due on the invoice date, i.e. normally before the beginning of the event, but no later than at the time of service and supply. If invoices are sent to a third party at the exhibitor's instructions, the exhibitor shall remain the debtor nonetheless. Please make payments, indicating the invoice number and referencing SCHWEISSEN & SCHNEIDEN 2017, to:

Messe Essen GmbH
Norbertstrasse
45131 Essen
Germany

to one of the bank accounts listed below:

Sparkasse Essen: IBAN: DE41 3605 0105 0000 2014 00
BIC: SPESDE33XXX

In the event of non-payment, interest in the amount of 9% above the respective base interest rate shall be charged on all invoices 30 days after their due date and date of issue; in addition, a warning and processing fee of €5.00 is due for each warning. If the payment deadlines are not met by the exhibitor (also due to incomplete payment for the space), Messe Essen may declare termination for the entire approved space and put it to other use.

Section 11, "Premature termination of the agreement", applies to reimbursement of costs. Messe Essen may retain the booth furnishings and exhibition materials brought by the exhibitor on the basis of the right of lien. §562a sentence 2 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) shall not apply unless a sufficient security already exists. If the payment is not made by the statutory deadline, Messe Essen may sell the objects retained on the open market after written notification. The Messe Essen is only liable for damage and/or loss of the pledged property in the event of intent or gross negligence.

Specific to exhibitors from non-EU countries:

The participation prices in section II of the Agreement are net prices, exclusive of any legally incurred value added tax and/or other consumption and/or service taxes. In the event that such taxes are caused by the services Messe Essen, these shall be due in addition to the agreed fees. The exhibitor is not entitled to deduct present or future taxes (including possible withholding taxes), contributions and/or fees from payments to Messe Essen. If and to the extent that the exhibitor is legally obligated to withhold and pay taxes, contributions and/or fees on behalf of Messe Essen, this withholding shall be borne by the exhibitor. The exhibitor guarantees the payment of the participation prices contractual agreed by the due date and shall pay the required contributions to the requesting authority at its own expense on behalf of Messe Essen by the legally stipulated deadline. The exhibitor shall forward the certificate of payment issued by the authority to Messe Essen within one week of receipt of the certificate.



V. General contractual terms

1. Conclusion of an agreement:

A basic package is ordered when the registration forms provided are filled in and submitted, including acknowledgement of these Terms and Conditions of Participation, the valid price lists and other guidelines.

The form must be filled in completely and bear a legally binding signature. Electronic registrations are only binding if they bear the name of the issuer and the qualified signature. The registration is binding regardless of confirmation and approval by Messe Essen. The exhibition agreement between the exhibitor and Messe Essen comes into being upon confirmation of the order, which Messe Essen shall normally provide no later than 14 days from receipt of registration. If the content of the order confirmation differs from the content of the registration, the agreement is concluded in accordance with the order confirmation unless the exhibitor objects in writing within two weeks. However, different hall assignments and failure to consider special requests or other special features do not entail a right of objection.

Messe Essen is entitled to revoke the agreement concluded by the confirmation and the approval also issued if it was issued on the basis of incorrect preconditions or information or the approval preconditions later cease to be met.

The registration deadline is **30 April 2016**. Registrations received after this deadline shall be placed on the waiting list if the trade fair is overbooked.

After the close of registration, the exhibitor shall receive a confirmation.

2. Approval preconditions:

The event is open primarily to manufacturing companies, dealers and trading companies. As a general rule, only those exhibitors are approved whose products and services correspond to the event's offerings and fulfil the preconditions according to sentence 1. Messe Essen shall also decide on approval of an exhibitor on the basis of whether its exhibition programme matches the event's list of goods. Products that do not correspond to the event's list of goods may not be exhibited unless they are essential for the presentation and/or function of the actual exhibition object. No legal claim to approval exists unless entailed by law.

Exhibitors who have not met their financial obligations towards Messe Essen or have violated the Terms and Conditions of Participation, Technical Guidelines, general service-specific terms and conditions of business and supply, the site rules or legal regulations can be excluded from participation.

The exhibitor will be informed of his or her booth assignment when the approval is sent. If a change to the booth space results from the layout planning at this time, the agreement concluded shall be modified in accordance with the approval unless the exhibitor objects in writing within two weeks.

3. Placement of the exhibitor at the event:

The Messe Essen shall determine the placement of the exhibitor. Booth requests do not entail any claim to assignment to this space. Special space requests, which will be considered when possible, do not represent a condition for participation. There is no guarantee of exclusion of the competition.

Messe Essen also reserves the right to change the placement of the exhibitor after the fact and assign it a booth in another position different from the booth confirmation, to change the size of its exhibition space, to move or close entrances and exits to the trade fair site or the halls and to make other structural changes if it has a substantial interest in such measures due to special circumstances. In this case, the exhibitor is entitled to withdraw from the rental agreement within one week of receipt of notification of such a change if this adversely affects its interests in an unreasonable way.

If the space is unavailable for reasons for which Messe Essen is not at fault, the exhibitor is entitled to a replacement space of equivalent value or a refund of the participation price. No claim to compensation for damages exists.

4. Form of booths, booth operation, sales rules and product piracy:

a) Form of booths

The booth construction, form of the booth and booth security are the exhibitor's responsibility and, for reasons of ensuring a good overall impression, must follow the respective current versions of the general regulations and the Technical Guidelines of Messe Düsseldorf for all exhibitors and all third parties authorised by them if applicable. See



www.schweissen-schneiden.com→Exhibitors→Application
→Messe Düsseldorf Technical Guidelines.

The following supplements/amendments take precedence over the respective sections of the Technical Guidelines of the Messe Düsseldorf:

Section 4.1 – Booth security

Exhibition booths including furnishings and exhibits, as well as advertising media, must be set up in a manner sufficiently stable that public safety and order, especially as concerns life and health, are not endangered. The exhibitor is responsible for and obligated to provide verification of structural safety.

Standing structural elements and/or special structures (e.g., freestanding walls, high exhibits, high decorative elements) that could tip over must be rated for at least a horizontally acting equivalent distributed load q_h .

$q_{h1} = 0.125 \text{ kN/m}^2$ up to height of 4.00 m from the upper edge of the floor

$q_{h2} = 0.063 \text{ kN/m}^2$ for all surfaces above a height of 4.00.

The reference area is the respective view surface. The documentation issued for this must be submitted to Messe Essen in auditable form. Deviations are possible in justified cases; more detailed proof must be furnished in such cases.

Section 4.2 – booth construction permits

Assuming that the form and design of the booth have complied with the Technical Guidelines, it is not necessary to submit drawings and permits for single-storey booth structures up to 3.00 m in the halls.

Upon request, the Messe Essen also offers to review the booth construction plans submitted in duplicate (no charge).

Beyond this, all other booth structures, mobile booths, special structures and designs require permits (subject to charges; see "Booth construction permit" form).

Section 4.7.1 – Appearance

The exhibitor is responsible for the form of the booth. The typical exhibition criteria of the event should be taken into account. Walls bordering visitor corridors should be made more interesting by installing showcases, displays, alcoves and the like. It must be ensured that the booth located adjacent to visitor corridors are made transparent

and are allowed to be at most 50% closed. The backs sides of booths that border neighbouring booths must be kept neutral so as not to adversely affect the design of the neighbouring booth.

No products produced with exploitative child labour in the sense of ILO Convention 182 may be used for the design or furnishings of the booth.

Messe Essen reserves the right to issue necessary directives (e.g., setting up booth partition walls or moving floor coverings).

If the exhibitor does not have its own booth construction system, booth partition walls (back and side walls) are mandatory. Note that every exhibitor must order the back and side walls necessary for its booth. If the wall elements are not ordered and the booth space is surrounded by the booth neighbour's booth elements, the wall elements shall be invoiced according to the conditions named. If no pre-made or system booth with a panel is used, attaching a front panel (30 cm tall) to all sides of the booth space shall be imposed as a condition. The standard height is 2.50 m. Exhibition stands exceeding a height of 3.00 m require separate approval from Messe Essen. We reserve the right to impose further conditions on stand design. Booth partition walls, floors, hall walls, columns, and installation and fire safety equipment and other permanent hall fixtures may not have items attached to them with adhesive or nails, be painted or be otherwise damaged. The exhibitor shall bear costs for damages and be charged for them. Any columns or installation or fire safety equipment located in the booth area are part of the allocated booth space and must be accessible at any time. You can find details on floor coverings and options for securing them in the Technical Guidelines.

The design and structure of the exhibition booth must be done in such a way that exhibits, advertising spaces and exhibition objects do not impede neighbouring companies. Each booth must be constructed, designed and operated in such a way that visitors can look into the booth from the corridor without having to enter the booth itself. This can be achieved with open entrances or passages or with built-in transparent glass or plexiglass front parts. Each exhibitor must submit a booth drawing to scale (floor plan and views, if possible at a 1:50 scale in metric dimensions) for review by Messe Essen as soon as possible after invoicing. The intended booth design, including the labelling, must follow clearly from the drawing. If ceilings of any kind are installed, additional ceiling drawings and sectional views of ceilings, as well as an explanation of the design, must be included in any case. Claims for damages, e.g. due to loss



or damage to the blueprints, samples or documents submitted, are excluded, regardless of their legal basis.

b) Booth operation

During the hours of SCHWEISSEN & SCHNEIDEN 2017, the booth must be staffed by sufficient personnel and accessible to visitors. Other booths may not be entered outside the daily trade fair hours without the permission of the booth proprietors. The legal regulations and administration guidelines must be observed for operation of the booth: Presentations may only be made in the booth space and must be done in such a way that no visual or acoustic nuisances to the neighbouring booths or obstructions in the booth or corridor spaces occur. In case of infringement, Messe Essen is entitled at its own discretion to prohibit presentations causing a nuisance or obstruction and terminate the agreement without notice in the event of repeated infringement. In this case the exhibitor releases Messe Essen from claims for damages asserted by other exhibitors due to disruptions.

c) Contractual penalty for premature booth dismantling

Booth dismantling may not begin until the last day of the trade fair after the end of the exhibition. If this is violated, Messe Essen is entitled to demand a contractual penalty from the exhibitor in the amount of 50% of the net invoice amount of the booth rent. Further claims of Messe Essen remain unaffected.

d) Sales rules

Sales and consulting may only take place in the approved booth space. Direct sale is not permitted. Each exhibitor may only take orders for the products listed in the registration. Exhibition materials may not be delivered or removed from the booth until after the end of the event. The statutory regulations (especially the right to price labelling as per the Price Information Directive – PreisangabenVO) must be observed. Only goods corresponding to the list of goods may be exhibited, except for objects that merely serve as furnishings or for illustration. Products and services not listed in the approval may not be exhibited or offered. Special statutory regulations must be observed in the Federal Republic of Germany for the sale and exhibition of certain products (pharmaceuticals, easily inflammable substances, objects requiring approvals). It is up to the exhibitor to procure and obtain commercial or health and safety approvals. Exhibition materials may not

be delivered or removed from the booth until after the end of the event.

e) Product piracy

Messe Essen is entitled to remove exhibits that do not correspond to the product group directory. Furthermore, Messe Essen is entitled to have exhibition objects removed from the booth if their display demonstrably contradicts the exhibition programme or antitrust principles or intellectual property rights.

The protection of inventions, samples and brands at trade fairs is based on the statutory regulations valid in Germany. No special trade fair protection exists. On the other hand, there is also no release from German regulations and the intellectual property rights of third parties that exist here. Patent applications should be submitted to the responsible patent office before the start of the trade fair.

Six-month protection from the start of the exhibition on the basis of the Law Concerning the Protection of Samples at Exhibitions of 18 March 1904 (Gesetz betreffend den Schutz von Mustern auf Ausstellungen) and the Trademark Reform Act of 25 October 1994 only applies if the Federal Minister of Justice has published a corresponding announcement in the Federal Law Gazette for a particular exhibition (exhibition protection).

In the event of demonstrable infringement of intellectual property rights (a judicial decision) by an exhibitor, Messe Essen is also entitled, but not obligated, to exclude the exhibitor from the event in progress and/or future events. The exhibitor makes a binding and irrevocable declaration that it has created the products it exhibits itself or that they are permissible copies or imitations of other vendors or other third parties.

5. Co-exhibitors, other companies involved:

Without the approval of Messe Essen, it is not permitted to surrender, exchange or otherwise transfer a rented booth or parts thereof to third parties for a fee or without payment; advertising for companies not named in the approval is not allowed at the booth.

The use of the booth space by multiple companies is only permissible if all companies represented there besides the exhibitor with whom the rental Agreement was concluded (main exhibitor) have additionally been registered with Messe Essen in writing as co-exhibitors and approved by



Messe Essen. Companies represented with their own staff and exhibition material at the booth space rented by the main exhibitor must be registered as co-exhibitors. They are considered co-exhibitors even if they have close commercial or organisational ties to the main exhibitor. The approval of co-exhibitors is also based on the criteria of these Terms and Conditions of Participation.

Participation of co-exhibitors shall be charged at €835.00 per co-exhibitor. The main exhibitor shall be charged the costs associated with participation. These Terms and Conditions of Participation also apply to the co-exhibitors insofar as they apply. The exhibitor must also make this company aware of the Terms and Conditions of Participation and the supplemental provisions to it and have the company acknowledge the obligations arising for it towards the trade fair. Messe Essen reserves the right to contact co-exhibitors directly or via authorised third parties.

If the exhibitor fails to register co-exhibitors or makes incomplete or false statements in its registration, Messe Essen is also entitled to charge the participation costs subsequently according to its own findings as if proper registration had occurred. Furthermore, Messe Essen reserves the right to terminate the agreement with the main exhibitor without notice and to have the booth cleared at the main exhibitor's expense. In this regard, the exhibitor waives the right of unlawful interference; it is not entitled to claims for damages.

If multiple firms wish to hire a trade fair booth jointly (joint main exhibitors), they are obligated to fill the booth with their own samples and staff it with their own personnel. Joint main exhibitors are liable for the participation costs and the services used as a joint debtor.

If a third party works on the setup of the trade fair booth or otherwise to organise the exhibitor's trade fair participation, the exhibitor may authorise this third party in writing, indicating the representative's address, to order legally binding services or make other declarations for the exhibitor and any co-exhibitors in connection with trade fair participation. All further event documents (booth configuration, Technical Guidelines, etc.) shall be sent to this company designated the authorised representative for use for the exhibitor.

6. Payment terms:

The agreement is concluded upon approval. Participation costs following from the price list in section II shall be due in two instalments of equal size, whereby the first

instalment is due no later than 14 days from receipt of the invoice and the second instalment no later than **1 May 2017**.

The costs shall be invoiced separately as per section IV.1. Prior and complete payment of the costs by the given payment deadlines is a precondition for use of the assigned exhibition space, for media entry and for issue of the exhibitor ID.

Prior and complete payment of the costs by the given payment deadlines is a precondition for use of the assigned exhibition space, for media entry and for issue of the exhibitor ID.

If it is necessary to reissue the invoice through no fault of Messe Essen, Messe Essen shall charge a processing fee of €20.00 (in words: twenty euros) for this.

If the deadline is missed, the payment is subject to interest in the amount of 9% over the base interest rate as per §§288 II, 247 BGB from the due date. In addition, a warning and processing fee of €5.00 shall be charged for each warning. If the payment deadlines are missed, Messe Essen is entitled to withdraw from the Agreement or make other use of the booth space.

For services (e.g. advertising material, electricity, water, telephone) that the exhibitor can make use of as part of its trade fair participation, a flat-rate advance payment (see section II) shall be charged regardless of the actual scope of the services ordered and shall be offset against the service bill no later than six weeks after the end of the event. The exhibitor is not entitled to interest on the advance service payment.

The flat-rate service fee shall be invoiced separately from the participation costs and is due immediately upon receipt, but no later than **1 May 2017**.

Please make payments, indicating the invoice number and referencing SCHWEISSEN & SCHNEIDEN 2017, to:

Messe Düsseldorf GmbH
Postfach 10 10 06
40001 Düsseldorf
Germany

to one of the bank accounts listed below:

Deutsche Bank AG Düsseldorf
IBAN: DE66 30070010 0164141400
BIC-Code: DEUTDEDD



Commerzbank AG Düsseldorf

IBAN: DE05 30080000 0211279600

BIC-Code: DRESDEFF300

Stadt-Sparkasse Düsseldorf

IBAN: DE94 30050110 0010117950

BIC-Code: DUSSEDEDDXXX

HSBC Trinkhaus & Burkhardt

IBAN: DE64 30030880 0240065053

BIC-Code: TUBDDEDD

Postbank AG Köln

IBAN: DE67 37010050 0002485508

BIC-Code: PBNKDEFF370

If the procurement of services of Messe Essen is delegated to third parties (e.g., authorised representatives), the exhibitor must already ensure the payment of the service costs in advance and document it; otherwise services are only provided third parties in exchange for a down payment (in cash or per credit card).

Joint main exhibitors, as well as and exhibitors co-exhibitors, are liable as the joint debtor towards Messe Essen for the obligations arising from this rental agreement and from ordering services.

7. Reservations, force majeure:

Messe Essen is authorised to move, shorten, temporarily close entirely, or cancel the trade fair for cause (e.g., industrial action, force majeure). Messe Essen is also entitled to refrain from carrying out the event under equitable discretion and with due consideration of the justified interests of the exhibitors if its commercial viability does not appear secure. Cancellation annuls the contracting parties' reciprocal performance obligations; cancellation does not entail any claims for refund of expenses already incurred or compensation for damages. However, insofar as it is responsible for the cancellation, Messe Essen shall refund any payments of the exhibitor already made to it for services that were not yet performed by the time of cancellation. In the event of complete or partial relocation or shortening, the Agreement shall be considered as concluded for the modified duration unless the exhibitor objects in writing by a deadline of two weeks from notification of the change. The agreed prices shall not be reduced. All services shall be performed within the scope of the available capacities.

If Messe Essen must shorten an event that has begun due to force majeure or other reasons for which it is not responsible, the exhibitor is not entitled to complete or partial refund or reduction of the participation fee.

8. Exclusion of liability:

Messe Essen assumes no duty of care for the exhibition materials and booth equipment, but, as part of the service offerings of the event, does offer the option of concluding an exhibition insurance master agreement against insurable risks such as fire, theft, qualified theft, breakage or leakage, and water damage and damage due to transport to and from the location, by means of which the exhibitor can insure itself against any damage arising in the course of the event. A form for this is available separately on the service CD. Damage must be reported in writing to the police and the insurance broker; in the event of theft, qualified theft or fire, the police and exhibition management must be informed within 24 hours. Compensation for damages is excluded if delayed reporting of damages by the exhibitor causes Messe Essen's insurance to refuse to cover the damage.

Apart from that, Messe Essen is liable according to statutory regulations insofar as the exhibitor asserts claims for damages based on intent or gross negligence, including the intent or gross negligence of its representatives or ancillary agents. Unless Messe Essen is accused of intentional breach of contract or in the event of culpable violation of essential contractual obligations by Messe Essen, liability for damages is limited to foreseeable damages. Liability for culpable fatal injury, bodily injury or injury to health remains unaffected.

Unless something to the contrary is stipulated above, liability of Messe Essen is excluded. This applies regardless of the legal nature of the asserted claim, in particular also to claims for damages arising from culpa in contrahendo, due to other violation of obligations or due to claims in tort for material damages or other financial losses as per §823 I and II BGB. A claim to rent reduction only exists if remediation of defects of the rental object has failed or the Messe Essen has made no attempt to remedy the defects despite an appropriate additional deadline.

The liability provisions above apply correspondingly to all services performed by Messe Essen in connection with the exhibitor's participation in the event.

Messe Essen has obtained liability insurance with appropriate coverage limits for the legal liability. The General Terms and Conditions of Liability Insurance (Allgemeine Versicherungsbedingungen für die Haftpflichtversicherung – AHB) apply. The insurance exclusively covers damages to third parties. Furthermore, the insurance does not extend to trade fair restaurants and special events not put on by Messe Essen. The exhibitor must ensure sufficient



insurance coverage for its own liability. The exhibitor is liable for damages of third parties arising during activities for the exhibitor as for its own culpability.

9. Catalogue:

Messe Essen shall publish a catalogue for the event. DVS Media GmbH has been hired as the responsible publisher. Messe Essen or DVS Media GmbH shall provide the exhibitor with comprehensive information about the entry and insert options in a timely manner. Messe Essen shall also publish the exhibitors on line. Claims for damages for erroneous, incomplete or missing entries are excluded. The exhibitor is responsible for the content of the entries and any resulting damages.

10. Advertising:

Exhibits, printed material or advertising material of any kind may only be exhibited within the hired booth for the exhibitor's own company, but not distributed in the hall corridors or elsewhere at the trade fair site. Refer to the service offerings of Messe Essen regarding outdoor advertising and sponsoring activities of all kinds. Carrying or driving advertising media around, insofar as this is not covered by the service offerings of Messe Essen, and distributing printed material and samples outside the booth is expressly prohibited, as is approaching and surveying visitors outside of the booth.

Only trade fair related advertising activities of the exhibitor that do not violate applicable law, especially the Unfair Competition Act (Gesetz gegen den Unlauteren Wettbewerb), or common decency. Political advertising and political statements are prohibited unless the political statement falls within the scope of the event.

Messe Essen is entitled, but not obligated, to demand that advertising or statements that disturb public order or the order of the event ceases and/or is removed. If this demand is not met, Messe Essen is entitled to extraordinary termination for cause. Messe Essen is also entitled to seize the disruptive material for the duration of the event. The exhibitor must bear the costs of removal of the advertising material used or installed without authorisation. The same applies to advertising material that could give rise to complaints as to advertising done without authorisation.

Details on approval of visual, moving or acoustic advertising material and product presentations (e.g. with a loudspeaker or film or video performance) can be found in section 4.7.8 of the Technical Guidelines.

Fee-based permits for musical reproductions of any kind must be obtained by the exhibitor from Gema. All rate overviews can be found at www.gema.de/messen. Copyright regulations must be observed.

11. Premature termination of the agreement:

If the full or partial withdrawal from trade fair participation is declared or termination of the agreement is declared after binding registration or successful conclusion of an agreement at the instigation of the exhibitor without cause without Messe Essen expressly approving this declaration, the exhibitor shall nonetheless remain obligated to pay the full amount of the participation fee.

If Messe Essen approves the termination or withdrawal, and in cases of withdrawal or termination with relevant cause, a flat-rate compensation fee (flat-rate fee for damages) in the amount of 25% of the participation cost net must be paid in order, among other things, to cover the administrative expense for the effort of letting the space to others. If the exhibitor demonstrates that that no damages have arisen for Messe Essen through the withdrawal or termination, or only damages significantly lower than the flat-rate damage fee, it shall provide correspondingly reduced compensation.

In the event of withdrawal or termination of the agreement, the main exhibitor shall also be charged the current advance purchase price for the professional visitor tickets it ordered and redeemed, regardless of when the cancellation was received by Messe Essen. The same applies to the professional visitor tickets requested and redeemed by its co-exhibitors, who shall also be charged the advance purchase price in the event of withdrawal or termination of the main exhibitor.

Without prejudice to the right to assert further claims for damages, Messe Essen is authorised to withdraw from the rental agreement and any agreements on services or to terminate them without notice if the exhibitor fails to meet obligations arising from this agreement, the Terms and Conditions of Participation or the supplementary provisions after a subsequent deadline is set. Messe Essen is also entitled to such termination without notice if the exhibitor does not meet or no longer meets the preconditions for concluding an agreement, in particular if the exhibitor has changed its production programme to a degree that it can no longer be assigned to the trade fair's product directory. The same applies if the exhibitor ceases payment or a judicial insolvency proceeding or a corresponding proceeding according to the legal system of its



country of origin has been applied for, or if the exhibitor's company is in liquidation.

In the event of termination of a booth rental agreement for one of the reasons named, Messe Essen is also entitled to flat-rate damages in the amount of 25% net of the participation fee.

In the event of extraordinary termination by Messe Essen due to culpable contractual breach (e.g., transfer of booth space without permission, intellectual property right infringements, failure to clean, dishonest advertising, failure to vacate by the deadline, illegal booth construction, premature booth dismantling), Messe Essen is entitled to demand a contractual penalty up to €10,000.00 in an amount to be determined in each individual case by equitable discretion and to be reviewed by the responsible Regional Court in case of dispute. If a claim for damages also arises from the contractual breach, the contractual penalty shall be credited against the claim for damages.

12. Photography and other image capture:

Commercial image capture of any kind, especially photography and filming, are only permitted on the event site for persons approved to do so by Messe Essen with a valid ID issued by Messe Essen. Booth photography that is to take place outside of the daily hours of operation and needs special lighting requires approval of Messe Essen. The costs incurred shall be borne by the exhibitor if not covered by the photographer.

Messe Essen and, with its approval, press and television are authorised to have photographs, drawings and film and video recordings of activities at the event, of the exhibition structures and booths and of the objects exhibited taken/made and to use them at no charge for advertising or press releases.

13. Disposal, cleaning and surveillance

a) Disposal

Sections 6ff. of the Technical Guidelines inform the exhibitor of the disposal options at the trade fair site. The exhibitor is obligated to delegate disposal, subject to fees, to Messe Essen. If, after vacating the booth space, the exhibitor leaves behind rubbish or other objects, Messe Essen is entitled to have these removed and destroyed at the exhibitor's expense.

b) Cleaning

Messe Essen shall provide for cleaning of the grounds, the halls and the corridors. The exhibitor is responsible for cleaning of the booths, which must be completed daily before the event begins. In this regard the exhibitor also has the option of delegating cleaning, subject to fees, to Messe Essen or companies approved by Messe Essen. If cleaning personnel are employed, their employment shall be restricted to one hour before and one hour after the daily hours of operation of SCHWEISSEN & SCHNEIDEN 2017.

c) Surveillance

Messe Essen shall provide general surveillance of the trade fair halls and adjacent open spaces for the duration of the trade fair. Messe Essen is entitled to take the steps necessary for monitoring and surveillance.

General surveillance does not cover monitoring of the exhibitor's property. The general surveillance handled by Messe Essen does not limit the exclusion of liability for personal injury and material damage in particular.

The exhibitor itself must organise security for the exhibitor's property; the security can only be handled by security firms hired by Messe Essen. Valuable and easily removed items should be locked up by exhibitors, especially at night.

14. Supplementary provisions:

The site rules, the product group directory and the Technical Guidelines, as well as other provisions the exhibitor receives before the beginning of the trade fair, are integral components of the rental agreement.

The exhibitor shall submit to the right of Messe Düsseldorf and Messe Essen to enforce house rules during the event at the trade fair site. Messe Essen is entitled to remove objects not removed by the dismantling deadline at the exhibitor's expense. Storage of these objects is not required; they may be disposed of.

Messe Essen is solely responsible for the general heating, cooling, ventilation and lighting of the halls. All installations may only be performed by Messe Essen or third parties authorised by it. Within a booth, installations may also be performed by other specialist firms, which must be designated to Messe Essen in advance upon request. Messe Essen is entitled but not obligated to inspect the installations. The exhibitor is liable for damages caused by



its own installations. The exhibitor is also liable for all damage arising from uncontrolled consumption of energy. Messe Essen is only responsible for losses and damage arising due to disruption of the energy supply in accordance with §6 of the General Conditions of Electricity Supply (AVBElt), §18 of the Low Voltage Connection Act (NAV) and §6 of the General Conditions of Water Supply (AVBWasserV).

15. Severability clause:

All claims of the exhibitor against Messe Essen must be asserted in writing. They shall expire within 12 months from the end of the year in which they arose. Arrangements deviating from these conditions must be made in writing. German law with the exclusion of the UN Convention on International Sale of Goods of (CISG) applies exclusively. The place of fulfilment and jurisdiction shall be Essen. Alternatively, Messe Essen reserves the right to assert its claims before the court of the location of the exhibitor's registered seat. Should individual clauses or conditions given above be or become invalid, the remaining conditions shall remain valid nonetheless. The resulting loopholes shall be closed in such a way that the sense and purpose of the agreement are maintained.

VI. Registration documents

Registration shall be made exclusively with the included form with acknowledgement of these Terms and Conditions of Participation. The registrations, filled in completely and with legally binding signatures, should be sent to:

Messe Essen GmbH
Postfach 10 01 65
45001 Essen
Germany

Conditions and reservations listed in registrations shall not be recognised. Special space requests do not represent a condition of participation. Registration is binding.

The registration is not complete until received by Messe Essen. The information shall be stored and transferred to third parties for contractual fulfilment for the purpose of automatic processing of the registration. Registrations received after the registration deadline shall only be considered if sufficient space is available.

VII. Data protection

Protection of customers' private spheres is important to Messe Essen. Messe Essen gathers, processes and uses personal data in compliance with the applicable legal regulations, especially the Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG) and the Teleservices Data Protection Act (Teledienstschutzgesetz – TDDSG).

Personal data are only gathered to the extent necessary for organisational purposes. Under no circumstances are the gathered data sold or transferred to third parties for other reasons. The data provided by the exhibitor shall only be transferred by Messe Essen to individual service providers for trade fair related services. This occurs likewise for sending event-related offers, for information before and after the event, for event-related delivery of advertising and for communicating and updating our lists of exhibitors domestically and abroad. The exhibitor is entitled to information about the data stored regarding its personal identity, their origin and recipients, and the purpose of the storage at any time. The data protection officers at datenschutz@messe-essen.de will provide information about the stored data. We also refer you to the data protection provisions on our homepage www.messe-essen.de.