

General Conditions for Participation in Fairs and Exhibitions - International

(hereinafter referred to as „GCP-INTERNATIONAL“)

As per May 2018

In case of disagreement, the Special Conditions for Participation in Fairs and Exhibitions-International shall have priority over the General Conditions for Participation in Fairs and Exhibitions-International

1. Application

Applications to exhibit at a fair or exhibition ("EVENT") must be made on the official printed application form, which must be accurately completed and signed in a legally effective manner. Alternatively the application can be effected online by accurately completing and sending the online form and if need be additional confirmation of a link received by e-mail.

Such an application constitutes a contractual offer to NürnbergMesse GmbH ("NM") and cannot be endorsed with conditions and restrictions, particularly with respect to desired stand positions, which do not represent a condition for participation. By signing this form or sending the online form more specifically additional confirmation of a link received by e-mail, the General and Special Conditions for Participation are recognized as binding and included into the contractual offer by the applicant, who is also responsible and liable for adherence to the said conditions by persons employed by him at the event.

2. Admission / Stand space confirmation

Admission of exhibitors and listed exhibits is a matter for the sole discretion of NM, who will confirm same in a written or text form stand space confirmation (e.g. e-mail).

The contract comes into force on confirmation of admission. Reservations or conditions stipulated in the application are invalid without the written confirmation of the NM.

If the content of the confirmation of admission differs significantly from the content of the application form, the contract is concluded in accordance with the confirmation of admission if the exhibitor does not object in writing within two (2) weeks of receipt. A legal entitlement to admission does not exist. If the number of suitable applications received by the NM before the application deadline exceeds the amount of space available, admission will be decided at the discretion of NM. NM is also entitled to limit the listed exhibits.

Admission applies only to the listed exhibits, the exhibitors specified in the stand space confirmation and the space stated therein. Other items than those listed and admitted cannot be exhibited.

An exhibitor who has previously failed to settle his financial obligations to NM or settle them punctually may be excluded from admission.

3. Allotment of space

Allotment of space will be made by NM in accordance with the product groups and arrangement of the event concerned and is subject to the space available. Siting requests made in the application form will be considered as far as possible. Order of receipt of applications will not be the sole deciding factor for allotment of space.

NM is entitled, if necessary, to alter the size, shape and position of the allotted space. He will notify exhibitors of the necessity for such alteration immediately and, if possible, offer a comparable space elsewhere in the exhibition.

If this entails an alteration in the stand rental, reimbursement or additional payment shall result. Exhibitors are entitled to withdraw their application within 2 weeks of receipt of such notification. Exhibitors must accept that the location of other stands at the beginning of the fair or exhibition may have altered since the time of admission; no claim may be made on account of such alterations. Exchanging the allotted space with that of another exhibitor or transfer to a third party, even only in part, is not allowed without the permission of NM.

4. Joint exhibitors

Stand spaces are hired only as complete spaces and only to one contractual partner. Exceptions may be made to this rule, if necessary. If several exhibitors wish to share a stand space, they must name a representative in their application form who is authorized to act on their behalf in negotiations with NM.

5. Co-exhibitors

The use of the stand space by another company with its own products and personnel (hereinafter referred to as „CO-EXHIBITOR“) requires a separate application and admission by NM. Admission of one or more co-exhibitors is subject to a special fee. Responsibility for ensuring that co-exhibitors fulfil all their commitments shall rest with the principal exhibitor, if applicable, in addition to the co-exhibitor.

6. Stand rental fee, lien

Stand rentals and terms of payment are shown in the SPECIAL CONDITIONS FOR PARTICIPATION (SCP) - INTERNATIONAL. Payment of the stand rental must be made in accordance with the dates laid down before the allotted space may be occupied. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing. NM is entitled to exercise its right of lien and sell any distrainted property on the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.

7. Withdrawal of application, cancellation of part of stand space

In case the exhibitor withdraws his application, cancels part of the stand space or does not participate in the event, NM is entitled to use the hired stand space or the cancelled part of the space for other purposes and re-let to third parties. The exhibitor shall remain obliged to pay cancellation fees on the value of the ordered stand rental fee as set out in clause 6. In detail, reference is made to SCP-INTERNATIONAL.

8. Cancellation of admission

NM may cancel confirmation of admission and re-let the space elsewhere in the following cases:

- The stand is obviously not occupied by the exhibitor in good time before the event (specified in SCP-INTERNATIONAL).
- The exhibitor fails to pay the stand rental fee at the agreed time and allows a period of grace granted by NM to laps without result.
- An application to commence insolvency proceedings against the exhibitor's assets is lodged or rejected for lack of assets, or insolvency proceedings have already been commenced.
- The conditions for stand space confirmation are no longer fulfilled by the registered exhibitor or NM receives knowledge of grounds which would have justified exclusion if they had been disclosed earlier.
- The exhibitor infracts NM's site regulations.

NM reserves the right to assert claims for damages in such cases. The exhibitor has no entitlement to claim damages.

9. Cancellation of rental exhibition stands and other services

Once admission has been confirmed, the exhibitor must pay charges even if he withdraws his application or does not exhibit. NM also reserve the right to assert claims for damages.

If the exhibitor cancels the order for rental exhibition stands and/or other services, a cancellation fee is payable. In detail, reference is made to SCP-INTERNATIONAL.

The exhibitor retains the right to prove that the requested compensation for costs incurred is too high.

10. Exclusion of exhibits

NM and any trade show co-organizer are entitled to demand the removal of items which have not been listed in the application form or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. If this demand is not complied with, the said items will be removed by NM or the trade show co-organizer at the expense of the exhibitor. If a violation of industrial property rights by an exhibitor is proved (e.g. on the grounds of a valid court ruling against the exhibitor), NM may exclude the exhibitor from participating in a subsequent event.

11. Stand assembly, equipment and design

Stands must conform to the overall layout of the event. NM reserves the right to forbid the erection of stands which are in this respect unsuitable or inadequate or to alter them at the exhibitor's expense. Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the event. Stand fitting must be completed at the latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. Removal of exhibits or dismantling of stands before the end of the event is not permitted. Names and addresses of exhibitors must be clearly displayed on the stands. In case of discrepancies, the SCP-INTERNATIONAL prevail over the GCP-INTERNATIONAL. The approval of NM is needed if stand constructions exceed the specified height limits for stands. Consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted. After the official closing of the event, basic items, insofar as these have been provided by NM, must be returned undamaged and in their original condition. Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the exhibitor. Exhibits which still remain on the stands after the end of the period allowed for dismantling may be removed and stored at the exhibitor's own expense.

12. Force majeure, cancellation of event

If NM is prevented from holding the event for reasons of force majeure or other circumstances beyond its control, he is required to notify the exhibitors accordingly without delay. Basically, the claim to stand rental is voided, but NM may charge the exhibitor for work carried out to his order to the extent of the costs incurred, insofar as the result of such work may still be of interest to the exhibitor. Should NM be in a position to hold the event at a later date, he is likewise required to notify the exhibitors to this effect without delay. Exhibitors are entitled to cancel their participation in the event at the new time within two weeks of receiving such notification, in which case they are entitled to refund or cancellation of the stand rental. If NM is compelled to curtail or cancel

an event for reasons of force majeure or other circumstances beyond its control after it has commenced, the exhibitor has no claim to any refund or cancellation of the stand rental.

13. Assembly and dismantling passes, exhibitor passes

Passes for exhibitors and workmen employed during the period of stand construction and dismantling will be issued to the applicant, if applicable. In detail, reference is made to SCP-INTERNATIONAL.

14. Advertising

Advertising of all kinds is allowed only within the stand space rented by the exhibitor for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the application form and admitted. The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the prior written consent of NM. Advertising outside the stand space rented by the exhibitor is only possible as part of the advertising and sponsoring measures offered by NM and approved by the trade show co-organizer. Advertising of a political nature is forbidden.

15. Photographs, drawings, films

NM and the trade show co-organizer are entitled to have photographs, drawings, videos and films made of the event, exhibits and exhibition constructions and stands and to use these for publicity or press purposes without exhibitors being able to object for any reason. This also applies to photographs produced directly by the press or television with the consent of NM and trade show co-organizer. For photographs, drawings and films of stands against payment, exhibitors must only use service contractors authorized by NM and the trade show co-organizer and in possession of a relevant permit. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours. Exhibitors are not permitted to produce photographs, drawings, videos and films of the stands and exhibits of other exhibitors.

16. Direct selling

Direct selling is not allowed unless expressly permitted by the SCP-INTERNATIONAL, in which case objects for sale must be marked clearly with their prices. Exhibitors are responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with regulations.

17. Cleaning

NM is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of exhibitors and must be completed daily before the opening of the event. Exhibitors have to use the service contractor engaged by NM for stand cleaning.

18. Supervision

NM will arrange general supervision in the exhibition center. This shall not affect the liability provisions of item 19. Exhibitors are strongly recommended to make their own arrangements for the security of their stands and exhibition items and effect appropriate insurance cover. Valuable items which can be easily removed should be locked away out of the opening hours. Additional stand supervision is available at the exhibitor's own expense by using the service contractor engaged by NM.

19. Liability, insurance, accident prevention

NM bears unlimited liability only in cases of intent or gross negligence and for damages due to loss of life, bodily injury or damage to health. In all other cases NM shall be liable only

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations of fundamental importance for the proper execution of the contract and which the EXHIBITOR can expect to be regularly fulfilled;
- if NM is legally obliged to take out liability insurance cover or this is usually the case;
- if NM has claimed a special degree of trust or occupies a qualified position of trust.

In these cases, however, NM is only liable for typical foreseeable damage (hence not usually liable for consequential damage) and then only up to a limit of EUR 100,000 for each case of damage. The liability limitation applies only to businessmen, juristic persons under public law and special public assets. Moreover, liability due to slight or ordinary negligence is excluded. This liability limitation also applies to the conduct of NM's performing and vicarious agents.

The exhibitor/co-exhibitor or joint exhibitor is liable for any damage to persons or objects caused culpably by himself, his employees, his representatives or his exhibits and equipment. The exhibitor is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. NM is entitled to prohibit the event or operation of machinery and/or equipment at its discretion.

20. Protection of industrial property rights

Protection of copyright or other patent rights of exhibits is the responsibility of the exhibitor. A six-months period of protection from the beginning of an event by reason of the law relating to the protection of inventions, samples and trade marks of 18 March 1904 (RGBl. page 141) only takes effect if the Federal Minister of Justice has published a relevant announcement in the Bundesgesetzblatt (Federal Law Gazette) for the event concerned (see SCP-INTERNATIONAL, exhibition priority).

21. Site regulations, contraventions

Exhibitors agree to accept the site regulations during the event in all parts of the exhibition center. The instructions of NM's and trade show co-organizer's employees, who possess official identity cards, must be complied with. Contraventions of the GCP-INTERNATIONAL and SCP-INTERNATIONAL or instructions within the framework of the site regulations shall entitle the organizer and/or trade show co-organizer, if such contraventions continue after warning, to immediate closure of the stand at the exhibitor's own risk and expense and without claim to compensation.

22. Place of fulfillment and jurisdiction

The place of fulfillment is Nuremberg, Germany. The same applies to the place of jurisdiction when the exhibitor is a merchant in his own right or a juristic person under public law or does not have a general inland place of jurisdiction. NM is also entitled to take legal proceedings against the applicant at the applicant's general place of jurisdiction.

23. Data protection notice

Personal data will be processed by the organizer as the controller within the meaning of data protection law, and where applicable by our service partners, with due regard to the data protection regulations applicable to the support and information provided to customers and interested parties and the performance of the offered services (legal basis: Art. 6 para. 1 letter b EU-GDPR). In accordance with the principle of data minimisation and data avoidance, only that data which is absolutely necessary for the aforementioned purposes will be processed. Personal data will of course be treated as confidential and protected as best as possible by means of appropriate security measures. Only authorized persons engaged in providing technical, commercial and customer administration support will have access to your data. Naturally, appropriate job processing agreements have been concluded to the extent legally required. Personal data will be retained until the contractual relationship with the organizer is terminated and also until the data is no longer needed for other legal reasons (e.g. due to statutory retention periods). Every exhibitor has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfilment of the legal conditions, information, rectification, erasure or restricted processing, object to the processing or assert his right to data transferability. NürnbergMesse GmbH, Exhibition Centre, 90471 Nuremberg / data@nuernbergmesse.de or its data protection officer (datenschutz@nuernbergmesse.de) will be glad to answer any questions on this subject.

24. Data use for promotional purposes

The organizer has an interest in cultivating the customer relationship with its exhibitors and providing them with information and offers about its own similar events and services. Therefore, the data transmitted with the submission of the application (company name, address, telephone/fax number and e-mail address) will be processed by the organizer and where applicable by its service partners to transmit appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GDPR. Objection to the use of data for purposes of direct promotion can be notified to the organizer at any time; this also applies to profiling if it is directly related to the direct advertising. Once the objection is notified, the data will no longer be processed for this purpose. The objection can be notified without observing formal requirements and without indication of reasons and without incurring separate costs aside from the customary transmission costs at basic rates. The objection should be addressed to NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg, or data@nuernbergmesse.de.

25. Severability clause

If any provisions of these GCP-INTERNATIONAL are partially void or incomplete, this shall not affect the validity of the remaining provisions and the contract. In such cases, the parties agree to replace the void or missing provision by a provision that most closely relates to the business purpose intended by the parties.