

## **General Terms and Conditions of Participation for OOP Exhibitors of SIGS DATACOM GmbH (Exhibitors and Sponsors)**

### **§ 1 General**

(1) The general terms and conditions of participation set out below relate exclusively to the organisation of OOP by SIGS DATACOM GmbH (organiser) and are directed towards exhibitors that engage in business activities as part of the events.

(2) The respective services for exhibitors and/or sponsors are determined by the service overview provided on the homepage or by the respective individual agreement.

(3) By registering, the content of these terms shall be deemed to have been acknowledged and accepted.

(4) Any general business terms of the client which deviate from our own general terms shall have no application unless they have been expressly confirmed in writing by SIGS DATACOM.

### **§ 2 Registration**

(1) Registration for a trade fair or exhibition ("event") may be performed jointly or singly in writing, via fax, email, or post.

(2) The registration shall constitute a binding offer to conclude a contract relating to participation in an event as a sponsor or exhibitor. The exhibitor/sponsor is bound by this offer for a period of twelve weeks from when it is received by the organiser.

### **§ 3 Approval**

(1) The organiser will decide whether to approve the exhibitor/sponsor for the event at its discretion taking into consideration floor space capacity, the purpose and the structure of the event.

(2) Approval will be communicated through a written confirmation. An approval shall only apply to the respective event, the company that has registered and is specified in the approval, the goods, items and services, as well as the assigned floor space.

(3) The written approval confirmation represents the acceptance of the exhibitor's/sponsor's offer. The contract is created through this approval confirmation. The organiser is under no obligation to accept an offer.

(4) The organiser may exclude individual exhibitors or vendors from participation if there are objectively justifiable grounds for doing so, especially if there is a shortage of floor space, or if the purpose of the event requires that it be limited to certain groups of exhibitors or vendors. The organiser is not obliged to justify any refusal of approval.

(5) The organiser does not grant any exclusion of competition to exhibitors/sponsors.

### **§ 4 Assignment of floor space**

(1) Floor space will be assigned by the organiser. The assignment of floor space will be undertaken by the organiser at its discretion, taking into consideration the schedule of the event and the space available. Location preferences expressed during registration will be honoured if possible. However, there is no entitlement to this. The order in which registrations are received by the organiser shall not be decisive for the allocation of floor space.

(2) The specific format and location of the stand area, including the stand number, can only be determined once all registration forms have been received and once the specific number of exhibitors and space requirements have been determined and stands assigned.

(3) Any terms or limitations submitted by the registrant as part of the registration shall only be effective if expressly approved in writing by the organiser.

(4) The organiser will inform the exhibitor as to the outcome of the floor space assignment, specifying the location and size of the registered stand, as well as the neighbouring stands.

(5) Structural pillars and supports are factored into the computed stand floor space. They do not give rise to a claim by the exhibitor for a reduction in the stand rental fees.

(6) The organiser is entitled to modify the size, shape and location of floor space assignments, even after issuing a confirmation, if this is required for planning reasons, in particular with regard to the layout of the event, as a result of the available capacity or for other circumstances, especially relating to structure. If this becomes necessary, the organiser shall inform the exhibitor without delay. If possible, the organiser shall also offer the exhibitor an alternate floor space of equivalent value. The stand rental will be adjusted accordingly and any overpayments of rent will be refunded. If the dimensions of the allocated or modified stand floor space vary by more than 15% from the agreed stand floor space, the exhibitor can withdraw from the contract by giving notice in writing to the organiser. The exhibitor has no further right of rescission or claim for compensation in this regard.

(7) The organiser reserves the right to determine and relocate the entrances and exits to the event site, as well as the walkways and passages through the event site, without this giving rise to any claims by an exhibitor.

(7) It shall not be possible to exchange one floor space assignment with another or to assign a floor space assignment, in whole or in part, to a third party (additional exhibitors) without the consent of the organiser. In the event of a breach of this provision, the organiser is entitled to request that the stand be cleared away. If the organiser chooses not to clear away the stand, the stand rental fee will increase by at least 50% of the original stand rental fee. The approval of co-exhibitors shall require an additional charge to be paid. The original exhibitor shall be liable for the co-exhibitors' fulfilment of all exhibitor-related duties.

## **§ 5 Goods and other exhibition items**

(1) The exhibitor/sponsor may only offer those goods, other items and services that are listed in the registration and covered by the approval confirmation.

(2) The organiser will decide, at its discretion, which goods, other items and services it approves for the event. In particular, the organiser is entitled to preclude the exhibit of registered goods, other items and services that could prove to be dangerous, disruptive, or otherwise unsuitable.

(3) If the exhibitor wishes to offer or showcase goods and other exhibits of co-exhibitors, these are to be registered separately. Paragraph 2 applies correspondingly to the approval of these separately registered goods and other exhibits.

(4) Exhibits that have not been approved, particularly those not in keeping with the subject of the event, are to be removed from the exhibition stand at the organiser's request.

(5) In the event of non-compliance, the organiser is entitled to secure goods, other items and services that are exhibited unlawfully at the expense of the exhibitor for the duration of the event. The organiser expressly reserves the right to enforce further claims.

## **§ 6 Stand rental**

(1) The respective stand rental is determined by the contract and is calculated based on the size and equipment of the stand as well as the further services contained in connection with the event. There are special provisions for certain exhibitors and sponsors, which are also set out in the contract.

(2) The respective stand rental may be increased under certain circumstances to include ancillary costs, such as the cost of electricity, internet access and cleaning.

(3) The stand rental stated in the contract and the other charges are expressed as net amounts. Statutory VAT at the relevant rate is to be charged in addition.

(4) The exhibitor will receive an invoice for the contractual amount and the ancillary costs. The invoice amount is due and payable immediately upon receipt of the invoice. The payment deadlines specified in the invoice are to be observed. Within 14 days of receiving the invoice, the exhibitor must make a payment of 50% of the total rental fee to the organiser. The balance is to be paid by 23 December of the year in which the invoice was issued. The occupancy and use of assigned floor space, listing in catalogues (e.g. conference guide) and issuing of work and exhibitor passes shall be contingent on the timely payment of the rental fees.

(5) The invoice amounts are payable in euro without deduction. Payments must be made to the account specified in the invoice, stating the customer number. All prices are expressed exclusive of VAT.

## **§ 7 Late payment**

(1) If the exhibitor does not pay the invoice amount within the deadlines specified in § 6 of these general terms and conditions, it will be in default.

(2) In the event of a payment default, statutory interest will be charged pursuant to § 247 German Civil Code in connection with § 288 German Civil Code. To the extent that the organiser suffers a greater amount of loss, it is entitled to claim such loss.

(3) Furthermore, the organiser is entitled to rescind the contract and to demand

compensation from the exhibitor if the exhibitor fails to meet a payment obligation despite a corresponding payment request having been made by the organiser and the expiry of an appropriate grace period without receipt of payment.

(4) This does not affect any other claims for losses the organiser may have.

### **§ 8 Lessor's right of lien**

(1) To secure its legitimate claims, the organiser has a lessor's right of lien against any goods and other items located on the exhibition premises that belong to the exhibitor.

(2) The lessor's right of lien shall be enforced by the organiser by giving notice to the representatives of the exhibitor present at the stand or to the exhibitor/sponsor itself.

(3) If the organiser has exercised its lessor's right of lien, the exhibited goods and other items located on the event premises may not be removed.

(4) For the organiser's benefit, it is assumed that all goods and other items brought in by the exhibitor are its unrestricted property or that it has an unrestricted right of disposal over this property.

(5) After exercising such a lessor's lien, the organiser shall not be liable for any accidental damage or loss to the property subject to the lien, unless the organiser is responsible for such damage or loss. Responsibility on the basis of "simple" negligence is excluded.

(6) After giving written notice the organiser is entitled to sell the property subject to the lien through a private sale.

### **§ 9 Rescission by the organiser**

(1) Notwithstanding the provision in § 7 para. 3 of these general terms and conditions of business, the organiser is entitled to rescind the contract if the event approval was granted on the basis of incorrect information in the registration form, or the requirements for approval are subsequently no longer fulfilled.

(2) Furthermore, the organiser is entitled to rescind the contract entered into if a compelling reason exists for doing so.

(3) A compelling reason is assumed to exist in particular where:

1. the exhibitor repeatedly breaches the house rules, described in more detail in § 20 of these general terms and conditions of business, despite appropriate instruction;
2. there are other reasons that could jeopardise the success and implementation of the event.

(4) In the event of rescission, the organiser will be entitled to claim damages in an amount equal to the agreed stand rental fee as well as payment of ancillary costs that it has already incurred. The organiser expressly reserves the right to bring a claim against the exhibitor for further damages. The exhibitor reserves the right to prove a lower amount of damages. If the organiser succeeds in finding an alternate lessee for the floor space, it shall have a claim for damages in the fixed amount of 25% of the stand rental fee.

## **§ 10 Cancellation and rescission by the exhibitor/sponsor**

(1) After the exhibitor/sponsor receives the written approval confirmation, the exhibitor/sponsor may not withdraw from the contract that has been concluded other than within the context of the statutory provisions.

(2) Notwithstanding this, if the exhibitor/sponsor does not take part in the event, it must pay the organiser the full amount of the agreed contractual amount, as well as costs incurred up until this time. The organiser expressly reserves the right to bring further claims.

## **§ 11 Force majeure**

(1) If it is impossible to hold the event, whether in full or in part, due to an unforeseen event that is not the responsibility of the organiser, or if the event cannot be held as envisaged, the organiser is entitled to rescind the contract that has been concluded.

(2) An unforeseen event shall be presumed in particular in the event of

1. terrorist attacks;
2. natural disasters;
3. epidemics;
4. officially ordered clearance or closure of the event location;
5. structural modifications to the event location undertaken by the lessor of the premises;
6. water and fire damage;
7. withdrawal of the event location by the lessor of the premises; as well as
8. other instances of force majeure.

(3) The organiser must immediately notify the exhibitor of the full or partial impossibility of holding the event.

(4) In the event that it is impossible to hold the entire event, the organiser must repay to the exhibitor any payments that have already been made. If it is impossible to hold part of the event, the organiser must refund the exhibitor proportionately. The exhibitor may not bring any further claims against the organiser.

(5) If the organiser has already done work for the exhibitor, which continues to be of interest to it, the exhibitor must reimburse the organiser for the costs incurred by the organiser in this connection.

(6) If the event is to be conducted at a later date, the organiser must promptly notify the exhibitor. The exhibitor shall have one week after receipt of said notification to withdraw from the contract that has been concluded. If the exhibitor rescinds the contract, it shall be entitled to a reimbursement of stand rental fees that have already been paid and a waiver of any unpaid rental fees.

(7) If the event is already underway at the time the unforeseen event arises, any claims by the exhibitor for a reimbursement of the stand rental fees or other damages are excluded.

## **§ 12 Construction, design and equipping of stands**

(1) To ensure a unified overall impression, the exhibition stand must conform to the overall concept of the event. The organiser shall reserve the right - at its reasonable discretion - to veto the construction of unsuitable or inadequately equipped stands, and to have these modified at the exhibitor's expense.

(2) The construction and design of the stand must be undertaken in a way that does not interfere with neighbouring stand areas, in particular as a result of advertising space.

(3) When designing its exhibition stand, the exhibitor undertakes to observe the technical regulations and stipulations of the lessor of the exhibition premises (ICM - International Congress Center Munich), a copy of which it must request in advance.

(4) The stand area must be duly equipped and manned by professional staff during the entire duration of the event during the fixed opening hours. The business name and legal domicile of the exhibitor must be clearly visible on the stand's signage.

(5) The following deadlines apply to the construction of the exhibition stand:

1. All construction and equipping work is to be completed by 9am on Tuesday of the week during which the event takes place (event week);
2. Exhibitors with a turn-key stand can move in between 4pm and 8pm on the Monday of the event week. However, the organiser expressly reserves the right to determine separate construction, equipping and moving-in times;
3. For exhibitors building their own stands, it is not possible to determine standard set-up and equipping times for organisational reasons. Therefore these will be determined on an individual basis by the organiser.

(6) If the organiser envisages separate or individual construction, equipping and moving-in times, it will notify the exhibitor of this in writing.

(7) Construction of the exhibition stand must be completed before the construction completion deadline stated in paragraph 5 No. 1, and the stand must be free of all packing material and other tools and rubbish. In the event of any breach of this provision, the exhibitor must pay the organiser a contractual penalty equal to half the agreed net stand rental fee.

(8) The prescribed height for a booth may not be exceeded without the organiser's consent, which shall be at the organiser's discretion. The same shall apply to the exhibition of especially heavy exhibit items. Anchors/bracings may not be built into the floor of the exhibition hall. In the event of a breach of this provision, the organiser expressly reserves the right to bring a claim for damages.

(9) Exhibited items may not be wholly or partly removed from the premises and stands may not be dismantled until the event is over. In the event of any breach of this provision, the exhibitor must pay the organiser a contractual penalty equal to half the agreed net stand rental fee.

(10) Once the event is over, the floor space and/or the basic floor set up must be returned to its original condition and turned over to the organiser.

(11) The clearing and dismantling of the exhibition stand can take place from 6.30pm on the Thursday of the exhibition week and the work is to be completed by 6am on Friday morning. The organiser reserves the right to specify separate times, which it will notify to the exhibitor in writing. The organiser expressly reserves the right to

bring claims for damages in the event that the dismantling deadline is delayed by the exhibitor or its contractors.

(12) The exhibitor must pay for any damage to the premises and rented items, unless it was not responsible for the damage. If the exhibitor is not responsible for the damage, it must still pay for such damage if it fails to report it promptly when it occurs. The exhibitor is liable for the faults of its legal representatives and vicarious agents to the same extent as it is liable for its own faults.

(13) Exhibit items or other objects which remain on the stand area or the event premises once the deadline for dismantling has passed may be removed and stored by the organiser or a third party assigned by the organiser at the exhibitor's expense.

### **§ 13 Deliveries**

Deliveries of materials or other items made to the buildings or premises of the lessor (ICM - International Congress Center Munich) may only be made by Schenker Deutschland AG.

### **§ 14 Electrical connections / Energy costs**

(1) Turn-key stands are equipped with ready-to-use electrical installations.

(2) For stands that are constructed by the exhibitor, the lessor (ICM - International Congress Center Munich) will provide a mains electricity connection against a fee.

(3) Energy costs will be invoiced based on the actual consumption.

### **§ 15 Additional services**

Catering services for visitors to the event will be offered exclusively by the organiser (SIGS DATACOM). With the prior agreement and written approval, the exhibitor is permitted to offer additional catering services as part of marketing measures for a fee. Please request the respective prices from the organiser.

### **§ 16 Advertising**

(1) With the exception of paragraphs 2 and 3, an exhibitor may only advertise within the confines of its own rented stand, and may only advertise its own company and the products and/or services which it manufactures or distributes, provided that such items have been officially registered and approved.

(2) As an exception, exhibitors and speakers are permitted to display their own information and promotional material in the Product Forum at the time of their own product presentation (PES).

(3) Furthermore, exhibitors and speakers may display information and promotional material in the conference rooms and outside their own stands in the exhibition hall with the prior consent of the organiser (SIGS DATACOM).

(4) The use of equipment and facilities which are intended to achieve an increased advertising effect through optical or acoustic means must be approved in writing by the organiser.

(5) As a rule, advertising of a political nature shall not be allowed.

## **§ 17 Cleaning**

(1) The organiser shall provide general cleaning services for the trade fair and exhibition grounds as well as for the walkways.

(2) Each exhibitor/sponsor shall be responsible for keeping its own booth clean, insofar as not otherwise agreed. All daily cleaning must be completed before the event opens.

## **§ 18 Security**

(1) General security for the trade fair and exhibition grounds is provided by appointees of the organiser, but without any assumption of liability for loss of or damage to items.

(2) The exhibitor/sponsor itself is responsible for monitoring and supervising the stand area and the stand, including during the construction and dismantling phase and before and after the event.

(3) The organiser recommends that the exhibitor/sponsor appoints its own stand guard to ensure that its stand area and stand are supervised. The stand guard must, however, belong to the security firm responsible for the event. The cost of this will be borne by the exhibitor / sponsor. The appointment of a stand guard is to be agreed in writing with the organiser in good time before the event starts.

(4) Furthermore, the exhibitor/sponsor will expressly take out sufficient insurance to cover its goods and other items against theft and damage.

## **§ 19 Liability**

(1) The organiser assumes no responsibility for the exhibited items, stand equipment or any other items brought onto the premises. Liability for damage to or loss of items is excluded. This does not apply to the extent that the damage is the result of the wilful intent or gross negligence of the organiser.

(2) The limitation of liability under paragraph 1 does not apply in the event of death, physical injury or damage to health caused by the organiser.

## **§ 20 House rules**

(1) The house rules will be exercised by the lessor of the premises (ICM - International Conference Center Munich).

(2) The exhibitor submits to the lessor's house rules during the entire event, as well as during the setting up and dismantling of the event premises.

(3) Breaches of the house rules and of these general terms and conditions of participation following a request to stop the disruptive behaviour will entitle the organiser to immediately exclude the exhibitor from the event. The costs for closing the stand down are to be borne by the exhibitor and rental payments will not be refunded.

## **§ 21 Intellectual property rights**

(1) The exhibitor/sponsor must ensure that its exhibited goods and services do not breach intellectual property rights. The organiser is not liable for claims by the exhibitor/sponsor arising from the breach of these property rights by third parties.

(2) The exhibitor/sponsor must not infringe or impair the intellectual property rights of other exhibitors / sponsors.

#### **§ 22 Exclusion clause, limitation**

(1) The exhibitor/sponsor must enforce its claims against the organiser in writing within three months of completion of the event. Receipt by the organiser is decisive for the timeliness of enforcing claims. If claims are not enforced against the organiser in a timely manner, compensation for such claims is excluded.

(2) If there are any impairments during the event, these are to be notified to the organiser without delay and during the event itself. Failure to notify impairments to the organiser in a timely manner will preclude the bringing of any claims based on such impairments.

(3) All claims of the exhibitor/sponsor will expire six months after the end of the month in which the event ends. This does not include claims relating to the organiser's liability for intentional acts.

#### **§ 23 Final provisions**

(1) The law of the Federal Republic of Germany applies exclusively. The application of the UN Convention on the International Sale of Goods (CISG) is excluded.

(2) No oral side agreements relating to the underlying contract have been made. Any additional agreements and provisions must be made in writing.

(3) To the extent the client is a merchant, a legal entity under public law or a public law special fund, the place of jurisdiction for all disputes arising directly or indirectly out of the contractual relationship between SIGS DATACOM and the client is the location of the registered office of SIGS DATACOM GmbH.

(4) In the case of paragraph 2, the place of performance is agreed to be the location of the registered office of SIGS DATACOM.

(5) Should an individual provision of these general terms and conditions of business be ineffective, this does not affect the validity of the remaining provisions. In this situation, the parties will negotiate to agree a provision that replaces the ineffective provision which most closely corresponds to the original provision. The same applies for incomplete provisions.

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