



LEIPZIGER
MESSE

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ALLGEMEINE TEILNAHMEBEDINGUNGEN

General Terms and Conditions

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General Terms and Conditions

The following General Terms and Conditions of Participation shall apply in addition to the Special Terms and Conditions of Participation, unless variant provisions are agreed upon therein.

1. Event Organizer

Leipziger Messe GmbH
Messe-Allee 1
04356 Leipzig, Germany

2. Venue, Duration and Opening Hours

The title, location and duration of the event as well as the hours for setting up and breaking down stands can be found in the Special Terms and Conditions of Participation.

3. List of Goods

The goods and services allowed to be put on exhibit are to be taken from the currently applicable list of goods.

4. Price of Participation

4.1. The cost of trade fair rent and other fees (price of participation) can be found in the registration form and the currently applicable price list. Any fraction of square metre shall be calculated as a whole square metre.

4.2 An additional fee shall be charged for the Ausstellungs- und Messe-Ausschuss der Deutschen Wirtschaft e.V. (Exhibition and Trade Fair Committee of the German Industry).

4.3 The charges for additional deliveries and services can be found on the order forms in the Online Service Center (OSC) or the order pad of the Leipziger Messe GmbH.

4.4 All rent and any other charges shall be net prices, in addition to which the legally applicable turnover tax is to be charged.

5. Registration

5.1 The registration date can be found in the Special Terms and Conditions of Participation. Any registration forms received after the registration date shall be considered if possible, but shall not establish a claim for admission to an event.

5.2 Registration must be done online using the "Onlinestandanmelde-System" (OSA) or using the registration form. Only the registration forms of the Leipziger Messe GmbH are to be used for paper-based registration. These forms are to be completely filled out and stamped, if possible, with the company stamp, signed by hand in a legally binding fashion, and sent to the Leipziger Messe GmbH in written form (letter, fax, or email).

5.3 It must be made clear if the registration is being undertaken by the exhibitor or on the exhibitor's behalf. If not otherwise indicated, the registration will be understood to be for the exhibitor named in the registration.

If the registration is undertaken by a third party (hereinafter referred to as Agency), the registration shall be attributed to the Agency. The Agency shall be obligated to inform the exhibitor of all contractual duties and obligations. The Agency shall remain responsible to the Leipziger Messe GmbH for the fulfillment of all duties and obligations of the exhibitor arising from this contract. The exhibitor is in such a case the vicarious agent of the agency. The Agency shall be responsible for any actions taken or statements made by the exhibitor or any person authorized by the exhibitor as if the Agency itself had taken the actions or made the statements.



5.4 Registration forms submitted with conditions or reservations shall not be considered. Requests for certain spaces, which will be considered if possible, shall not represent conditions for participation. No exclusion of competition shall be allowed. No protection from competition shall be granted.

5.5 Upon sending the signed registration, the exhibitor acknowledges the General and Special Terms and Conditions of Participation, the valid price list and the Technical Guidelines. The above-mentioned documents shall be sent to the exhibitor. The exhibitor may view and download the most current version of the documents from the home page of the Leipziger Messe GmbH: www.leipziger-messe.de and pdf.leipziger-messe.de.

5.6 The exhibitor shall be liable for consequences arising through the inaccurate, incomplete or incorrect completion of the registration form.

5.7 In the terms of these Terms and Conditions of Participation, the exhibitor shall be the individual or company named on the binding registration form. The exhibitor may not effectively limit the powers of representation of the representatives it appointed vis-à-vis the Leipziger Messe GmbH.

5.8 Notwithstanding No. 10.1 hereof, registration shall be binding upon the receipt by the Leipziger Messe GmbH until notification regarding the admission or non-admission.

6. Admission; Trade Fair Lease Agreement

6.1 The exhibitor shall be informed of the admission or non-admission in written form in due time prior to the start of the trade fair. Admission shall be non-transferable. The trade fair lease agreement between the Leipziger Messe GmbH and the exhibitor shall be concluded upon admission. In the event the exhibitor registers

itself for an event being organized by the Leipziger Messe GmbH for the first time (First Event), the period for the exhibitor to commit to its offer shall cease three months prior to the planned commencement of the event (Opening of Trade Fair/Exhibit).

6.2 The Leipziger Messe GmbH shall decide on the admission after duly assessing the circumstances with due regard to the purpose of the event and the capacities available. There shall furthermore be no legal claim to admission. There shall in particular be no claim to admission in the event the Leipziger Messe GmbH or one of its subsidiaries has outstanding claims against the exhibitor, a co-exhibitor, or an Agency authorized by the exhibitor.

6.3 The Leipziger Messe GmbH shall be entitled to withdraw from the Agreement and demand damage compensation in the event admission was granted on the basis of false premises or information or the requirements for admission are eliminated at a later date or if the exhibitor is in default in payment on the date of the rescission declaration.

7. Assignment to and Setup of Stands

7.1 Provision of the Trade Center Space

7.1.1 The Leipziger Messe GmbH shall provide trade fair space with regard to the size and type of the stand in the requested exhibition area as feasible (assignment to stands). There shall be no claim to a certain location. The Leipziger Messe GmbH shall send the exhibitor a hall map with the designation of the location of the stand together with the assignment to the stand.

7.1.2 Within the framework of planning, the Leipziger Messe GmbH shall be entitled to assign a space which differs from the ordered space as long as such is absolutely necessary and can be reasonably expected of the exhibitor. The difference shall be



considered to be reasonable unless the exhibitor immediately rejects such difference.

7.1.3 Dividing walls must in principle be set up by the exhibitor itself or by a suitable stand construction company on behalf of the exhibitor.

7.1.4 In the event compelling technical or organizational grounds so require, the Leipziger Messe GmbH shall be entitled upon consultation with the exhibitor to provide the exhibitor a stand at a location other than the original stand assignment, modify the size of the exhibition space, or to relocate or close entrances and exits to the trade fair grounds if absolutely necessary and reasonable.

7.1.5 Each exchange of trade fair space among exhibitors must be approved in advance by the Leipziger Messe GmbH in written form.

7.1.6 Projections, pillars, columns and installation connections shall form a component of the assigned space. The exhibitor shall be obligated to observe the condition and bearing capacity of the floor (to be found in No. 3 of the Technical Guidelines; Internet: www.leipziger-messe.com/order). The exhibitor shall assume unlimited liability for the breach of such obligation.

7.2 Design of Stand

7.2.1 The construction and design of the stand must conform to Technical Guidelines (Internet: www.leipziger-messe.com/order) of the Leipziger Messe GmbH. The applicable legal and administrative provisions shall be binding on the exhibitors and each stand construction company. In the event of any breaches, the Leipziger Messe GmbH shall be entitled to have modifications carried out at the expense of the exhibitor and block the stand. The exhibitor shall be solely responsible for its constructed trade fair stand and the use thereof not leading to the damage of life or personal health.

The exhibitor or a company commissioned by the exhibitor may first begin setting up the trade fair stand after it has obtained a written permit to setup the stand from the Leipziger Messe GmbH.

7.2.2 The respective hours for setting up and breaking down stands can be found in the Special Terms and Conditions of Participation.

7.3 Attendance Obligation

7.3.1 The Leipziger Messe GmbH shall be entitled to dispose of the stand otherwise if setup has not been started prior to 10 a.m. on the day prior to the opening of the trade fair.

7.3.2 The exhibitor shall be obligated to occupy the stand and staff it with personnel during all trade fair hours. The stand may not be broken down prior to the official dismantling period on the last day of the trade fair. The exhibitor shall moreover be obligated to vacate its exhibition space in full prior to the end of the dismantling period. Otherwise the Leipziger Messe GmbH shall be entitled to vacate the exhibition space at the expense of the exhibitor. The contractual penalties and damage compensation claims of the Leipziger Messe GmbH shall not be prejudiced hereby in any case (see number 23 of the General Conditions of Participation).

8. Terms and Conditions of Payment

8.1 The Leipziger Messe GmbH shall issue invoices regarding the rent of the stands or any other performances or deliveries upon or after the admission, which shall be due for payment 14 days after the invoice date. Irrespective of this, the Leipziger Messe GmbH may send invoices during the trade fair, which are to be paid immediately. Collections shall be made by authorized representatives of the Leipziger Messe GmbH.

8.2 All invoice amounts are to be transferred without deduction to one of the



accounts specified in the invoice while specifying the customer number and invoice number. In the event invoices are sent to third parties on the orders of the exhibitor, the exhibitor shall still be the debtor.

8.3 The Leipziger Messe GmbH shall be entitled to demand advance payments for the rent of a stand and trade fair services.

8.4 The legal amount of default interest is to be paid upon the onset of the default. In the event of default, the Leipziger Messe GmbH may withdraw from the agreement and demand damage compensation due to non-performance in addition to default interest.

8.5 Should an account fall into arrears, each collection letter will incur an additional processing charge of EUR 5.00. The right to claim further damages shall be reserved. The Leipziger Messe GmbH shall be specifically entitled to charge a default fee of EUR 40.00 as provided for by Section 288 (5) of the German Civil Code (BGB).

8.6 In the event the exhibitor is a merchant, the exercising of a right to refuse performance or a retention right or the set-off of claims of the Leipziger Messe GmbH shall be excluded, unless the claim of the exhibitor has been recognized by a non-appealable decision or is uncontested. Setting off such claims against equivalent or future claims of the Leipziger Messe GmbH and the execution of rights of retention by the Exhibitor which are not based on this contractual relation shall be impermissible in any case.

9. Co-Exhibitors and Additionally Represented Companies

9.1 The exhibitor shall not be entitled to sublease or otherwise permit the use of the stand assigned to it by third parties or advertise for third parties at the stand without the prior approval of the Leipziger Messe GmbH.

9.2 The use of the leased space by companies, their own personnel and with

their own products (co-exhibitors) or merely with their own products (additional companies represented) must be described separately in the registration. Companies shall then be considered co-exhibitors or additionally represented companies in the event they have close financial and organizational ties to the main exhibitor.

Admission can be denied under the same circumstances that an exhibitor may be denied. Such companies shall be considered to be admitted if the separate registration has not been expressly rejected.

The exhibitor must pay a fee for each co-exhibitor and each additionally represented company, which can be found on the registration form or the price list.

The exhibitor is liable for all co-exhibitors it has registered and firms it additionally represents. This also applies, but not exclusively, to their duty of payment towards Leipziger Messe.

9.3 The exhibitor shall be invoiced the corresponding fee plus a 25 % surcharge for the presence of companies it does not register. The exhibitor shall be the debtor in every case.

9.4 The Leipziger Messe GmbH shall decide on the admission of joint stands after due assessment of the circumstances, consideration of the purpose of the event, and the capacities available. There shall moreover be no legal claim to the admission of joint stands. All contractual provisions for exhibitors shall apply to joint stands in the event such are admitted. In the event one stand is assigned to two or more companies jointly, each company shall be liable vis-à-vis the Leipziger Messe GmbH as joint and severable debtors. Companies with joint exhibitions are to specify a joint representative upon registration.

9.5 The Leipziger Messe GmbH shall be entitled to include the majority shareholder of an exhibitor which registered for



an event at the Leipziger Messe GmbH in the alphabetical directory of exhibitors of the official catalog of the respective event provided such shareholder is a legal person, which does not have its main residence in the Federal Republic of Germany.

10. Withdrawal and Non-Participation

10.1 An exhibitor may withdraw from the registration prior to being admitted (conclusion of agreement). In such event, the exhibitor must pay a EUR 260.00 fee for the annulment of the registration, unless a different amount of fee is specified in the registration documents or Special Terms and Conditions of Participation.

10.2 After admission has been granted, the exhibitor may not withdraw or reduce the stand space. The entire invoice for rent less the AUMA contribution (the Leipziger Messe GmbH shall issue a new invoice in the event of the simultaneous cancellation of the original invoice) and costs arising upon the orders of the exhibitor through deliveries and performances rendered is to be paid. The right to terminate this Agreement for good cause pursuant to § 543 of the Civil Code shall not be prejudiced hereby. In such event, no duty shall exist to pay rent.

10.3 In the event the exhibition space becoming vacant through the non-participation of the exhibitor is leased to another exhibitor, the non-participating exhibitor must only pay 25 % of the agreed-upon rent, though at least EUR 260.00. The exhibitor shall, however, be obligated to pay the contributions pursuant to No. 10.2 in full, if and insofar as there are non-leased exhibition spaces in the exhibition area during the event which could have been used by the sublessee, had the exhibitor participated in the event in accordance with the agreement, and the subsequent leasing takes place in order to maintain the total visual picture.

10.4 In the event a petition is filed to initiate insolvency proceedings regarding the assets of the exhibitor or such a petition is

rejected due to lack of assets, the Leipziger Messe GmbH shall be entitled to terminate the agreement without notice. The exhibitor shall inform the Leipziger Messe GmbH of the filing of a petition for insolvency proceedings without delay in any case. Nos. 10.1 through 10.3 above shall apply accordingly hereto.

11. Products

11.1 Only those goods or services belonging to the respective product range may be placed on exhibition. The Leipziger Messe GmbH may remove non-admitted goods at the expense of the exhibitor after futile warning. The exhibitor may not assert any claims against the Leipziger Messe GmbH if the Leipziger Messe GmbH acts at variance with the above provision.

11.2 The exhibitor may not sell, directly hand over or otherwise remove exhibits at the trade center stands during the event. In the event of an infringement, the Leipziger Messe GmbH may close the stand during the event (blocked stand) and / or ban the exhibitor from participating in future trade fairs.

11.3 When operating its stand, the exhibitor must observe the applicable legal provisions as amended (e. g. Act Governing Restaurants, Industrial Code, hygiene provisions, Act on Food Products and Articles of Daily Use, Regulation on Bar Facilities). In the event the exhibitor does not fulfill its cleaning and disposal obligation regarding the sale or giving away of food and beverages at its stand after a warning, the Leipziger Messe GmbH shall be entitled to have the stand or sales facility closed.

11.4 The provisions of the Act on Technical Equipment and Consumer Products (Equipment and Product Safety Act as amended) are to be followed. As proof, the exhibitor must keep the following documents at the stand:



- EC conformity declaration or manufacturer declaration in accordance with Annex II to the Machinery Directive.
- instructions in accordance with Annex I, No. 1.7.4 of the Machinery Directive.

During demonstrations, the necessary precautions must be taken by the stand personnel to ensure the safety of persons. The stand personnel is also responsible for assuring that unauthorized persons do not turn switches.

11.5 In principle only new goods will be admitted to the exhibition.

12. Technical Performances; Services

12.1 The Leipziger Messe GmbH is to ensure the basic supply of the building and technical equipment in the building with heating, ventilation, cooling, electricity, lighting, water and sewage as well as the cleaning of the trade fair halls and buildings.

12.2 The installation of supply connections (water, pressurized air, sprinklers, electricity, connections for telecommunications) and disposal connections (e. g. exhaust) may only be ordered from the Leipziger Messe GmbH.

12.3 Installations may also be performed within the stand by specialist companies which are to be specified to the Leipziger Messe GmbH upon request. The Leipziger Messe GmbH shall be entitled but not obligated to control such installations. The exhibitor shall be liable for any damage caused by the installation.

12.4 Consumption costs, installation costs and any other services shall be calculated separately. Service orders are to be initiated using the corresponding OSC forms.

12.5 Connections, machines and devices which do not possess the necessary technical admission, conform to the applicable provisions, or whose consumption is higher than registered, may be removed at

the expense of the exhibitor. The exhibitor shall be liable for damage caused by the uncontrolled withdrawal of energy.

12.6 Complaints regarding the technical services are to be reported without delay.

12.7 In the event the exhibitor is provided items by the Leipziger Messe GmbH or its service partners on for lease or lending, the exhibitor shall be responsible for the careful treatment, professional operation and complete return of the items free of damage. The exhibitor shall be liable for the loss or damage of such items. In the event of any doubt, the exhibitor is to furnish proof of the correct return of the items in proper condition.

13. Exhibitor Passes

13.1 The trade fair grounds may only be accessed with a non-transferable exhibitor pass issued by the Leipziger Messe GmbH. The Leipziger Messe GmbH shall be entitled to collect passes without providing a replacement in the event of a breach of these Terms and Conditions of Participation.

13.2 Exhibitors shall have a claim to free exhibitor passes, the quantity of which shall depend on the size of the trade fair space rented. Any additionally required exhibitor passes are to be requested in return for a fee using the corresponding OSC form.

13.3 Exhibitor passes shall also entitle the bearer to access the corresponding trade fair grounds during setup and breakdown hours.

If expressly endorsed on the exhibitor's pass, its holder may use public transport of Mitteldeutscher Verkehrsverbund (MDV) in the zone indicated (2nd class) to travel one time only during the event from the place of accommodation to the fairground and return. The contract of transport is concluded between the holder of the pass and MDV directly based on MDV's applicable conditions as to transport and fares. The cost of transport including VAT included in the



ticket price will be collected by Leipziger Messe for and in the name of MDV.

13.4 The Leipziger Messe GmbH is to be informed without delay in the event of the loss of exhibitor passes. The exhibitor shall be liable for any damage arising from misuse due to the late notification of the loss of exhibitor passes.

14. Cleaning

The Leipziger Messe GmbH shall ensure the cleaning of the aisles in on the trade fair grounds. The exhibitor shall be responsible for cleaning the stands. In the event the exhibitor does not have its own personnel clean the stand, only those companies approved by the Leipziger Messe GmbH may be commissioned to do the cleaning. The corresponding OSC form is to be used for commissioning a cleaner.

15. Guards

15.1 The Leipziger Messe GmbH shall perform the general guarding of the trade fair grounds without assuming liability for loss or damage.

15.2 The exhibitor shall have a duty to exercise due care with regard to the stand and the exhibit as well as to warrant technical fire protection.

15.3 The exhibitor can request security staff for the stand from a security company authorized by the Leipziger Messe GmbH by filling out the corresponding OSC form.

15.4 The stand personnel may only congregate on the trade fair grounds until 7 p.m. The exhibitor shall not be allowed to permit persons to congregate at its stand at night.

16. Transport of Trade Fair Goods to and from the Trade Fair

16.1 All necessary information for the transport of trade fair goods to and from the trade fair grounds and the treatment of empties is provided by the trade fair forwarding agents specified in the OSC. Otherwise the provisions in the Technical

Guidelines (Internet: pdf.leipziger-messe.de) of the Leipziger Messe GmbH are to be observed.

16.2 The Leipziger Messe GmbH shall not be obligated to accept shipments from forwarding agents, couriers, the post office or any other shipments addressed to the exhibitor for the exhibitor. In the event the Leipziger Messe GmbH accepts such packages by exception (e.g. because the addressee is absent upon the delivery of the shipment), the exhibitor shall not owe a charge for the safeguarding of the shipment by the Leipziger Messe GmbH. The Leipziger Messe GmbH shall, however, not be liable for the loss or damage of a shipment or components thereof, unless the Leipziger Messe GmbH is responsible for intentional damage to such shipments. The exhibitor shall be obligated to pick up the respective shipment from the Leipziger Messe GmbH at its own expense.

Any liability of The Leipziger Messe GmbH vis-à-vis the exhibitor for shipments not picked up, incorrect shipments or shipments incompletely addressed shall be excluded hereby. This shall also apply in the event the Leipziger Messe GmbH refuses to accept any otherwise undeliverable shipments.

17. Media Entries in the Trade Fair Catalog, Visitor Information System and Internet

17.1.

NEUREUTER FAIR MEDIA GmbH
Messe-Allee 2, D-04356 Leipzig, Germany
(Office Leipzig)

shall be responsible for the publication of the media entries.

The Special Conditions for Participation may specify a different publisher for individual trade fairs. Leipziger Messe GmbH warns against hidden offers of other publishers.



Entries shall be mandatory for exhibitors and co-exhibitors. The advertising modalities and registration fees for such mandatory entry and further media services that can be offered as media packages are to be found in the registration documents. Companies represented in addition to exhibitors shall be specified with the exhibitor for a fee. Such companies shall not be listed in alphabetical order.

17.2 Solely the exhibitor shall be responsible for the contents of the entries.

18. Advertising; Press; Special Presentations

18.1 Any type of advertising shall only be permissible inside the stand. Advertising outside the trade fair stand, in particular on wall spaces, in passages to different floors and staircases as well as in the aisles of the trade fair halls shall be subject to a fee and shall only be permissible in coordination with the Leipziger Messe GmbH and / or an advertising company commissioned by it.

18.2 Advertising for third parties shall not be permissible. The Leipziger Messe GmbH shall be entitled to prohibit the issuance or display of impermissible or dishonest advertising means and secure the existing stock of such material for the duration of the event.

18.3 The Leipziger Messe GmbH is to be informed of the holding of press conferences and receptions in due time. Journalists shall be issued a work permit for the Leipziger Messe GmbH through the accreditation in the press center.

18.4 Photographing and filming inside the trade fair grounds shall in general be permissible. The Leipziger Messe GmbH shall, however, not be liable for the pictures being free of third-party rights. Exhibit goods and trade fair stands of other exhibitors may otherwise only be photographed or filmed with the approval of the respective exhibitor.

18.5 Solely the exhibitor shall be responsible for advertising content.

19. Presentations; Telecommunications

19.1 The operation of speakers and music facilities as well as video and slide presentations at the trade fair stands shall require the prior approval of the Leipziger Messe GmbH in written form. The approval shall only be issued on the condition that surrounding trade fair stands will not be impaired thereby.

19.2 Aisle spaces may not be used as viewing areas. Demonstrations are to be set up in such a fashion that the passage through the aisles is not substantially impaired. In the event of any doubt or dispute, agents of the Leipziger Messe GmbH shall decide.

19.3 In particular, the permission of the respectively competent copyright association (e.g. Society for Musical Performing and Mechanical Reproduction Rights [Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte, GEMA]) shall be necessary for the use or reproduction of all types of protected goods under the requirements of the Copyright Act. The authorization to use protected goods or otherwise protected rights shall be solely a matter of the exhibitor.

19.4 The use of radios, radio call systems or radio-telephone systems must be approved by the Bundesnetzagentur for the place of use. The corresponding approval as well as the frequency used are to be notified to the Leipziger Messe GmbH prior to the start of the exhibition.

20. Liability

20.1 The exhibitor shall be liable for all damage arising through its participation in the Leipziger Messe GmbH. The exhibitor's own fault shall be equated with that of its vicarious agents, employees and agents. It is recommended that the exhibitor take out



an insurance policy covering his participation in the trade fair.

20.2 The Leipziger Messe GmbH shall be liable according to statute. In the event of slight negligence, the Leipziger Messe GmbH shall only be liable in the event material contractual duties (cardinal duties) are breached and only for typical, foreseeable contractual damage. Liability for personal injury and in accordance with the Product Liability Act shall not be prejudiced thereby.

20.3 The Leipziger Messe GmbH shall not assume any duty to exercise due care with regard to trade fair goods or booth installations and hereby excludes any liability for damage and loss in this regard. The exclusion of liability shall also not be limited through the security measures of the Leipziger Messe GmbH.

20.4 The Leipziger Messe GmbH shall not warrant or be liable for:

- a) the market suitability of its Internet website, the satisfactory quality thereof or the suitability thereof for any particular purpose;
- b) the uninterrupted or error-free course of all functions and content on its Internet website;
- c) services, repairs or corrections which could arise through the use of its Internet website;
- d) damage of any type, including loss of turnover or other direct or indirect damage which could arise through the use of its Internet website or the functions or content thereof, even if the Leipziger Messe GmbH or one of its employees has been informed of the possibility of such damage;
- e) the content and functions of those websites linked to its Internet website whose content is not determined by the Leipziger Messe GmbH, or for any losses which could arise through the use of such websites.

21. Reservation of Rights

21.1 Cancellation, Interruption, Postponement, Closure of the Event

21.1.1 In justified circumstances, the Leipziger Messe GmbH has the right to postpone, relocate, shorten, cancel, temporarily interrupt, partially close, or cancel the event. A situation justifying such an action exists if there are sufficient indications that holding the scheduled event or continuing to hold the event can lead to a concrete threat to life and limb or to material damage of substantial value.

21.1.2 The Leipziger Messe GmbH is also entitled to the rights listed under 21.1.1 if, due to force majeure (e.g. government measures, urgent regulatory recommendation or advice, labor disputes, acts of terror or other dangers to life and limb, natural events or catastrophes), the smooth conduction of the event is compromised or threatened to such a degree that the intended purpose of the event cannot be met for the exhibitors, visitors or the Leipziger Messe GmbH, or can only be met with considerable restrictions.

21.1.3 The Leipziger Messe GmbH shall make this decision in accordance with 21.1.1 and 21.1.2 in its function as event organizer and proprietor of the trade fair grounds and its infrastructure according to its due assessment. In reaching the decision, the interests of all affected trade fair participants (especially exhibitors, visitors, conference participants, speakers, sponsors, etc.), the purpose of the event and the necessary safety considerations must be taken into account.

21.2 Legal Consequences of Actions taken in pursuance with 21.1

21.2.1 In the case of total cancellation prior to the start of the event, the exhibitor shall be obligated to pay an adequate amount to be determined by the Leipziger Messe GmbH using equitable discretion, but not exceeding 15% of the participation price for



general reimbursement of costs. The participation price relevant for the calculation shall be comprised of the rent for the booth, the fixed media fee, and includes booth packages, if any have been booked. The prices are based on 4.1. The Leipziger Messe GmbH shall be released from its contractual obligation to perform beginning with the moment in time the cancellation is made.

21.2.2 In the case of a postponement or relocation or a shortening of the event prior to its start, the signed contract regarding trade fair participation shall apply to the new event location or time period as long as the exhibitor does not immediately object in writing to the Leipziger Messe GmbH, at the latest two weeks after receiving communication of the change. If an objection is made, the exhibitor shall be liable to pay an amount to cover costs as provided for under 21.1.2. The amount in this case shall be 25 % of the participation price.

21.2.3 In the case of early cancellation (cancellation, shortening), temporary interruption or a partial closure after the start of an event, or in the case of a delayed start, the exhibitor shall be obligated to participate in the non-cancelled part of the event and to pay the full participation price. The Leipziger Messe GmbH shall proportionately reimburse the exhibitor for the costs that are not incurred as a consequence of the cancellation or partial closure (saved costs or costs not incurred).

21.3 Cancellation of the Event for Economic Reasons

The Leipziger Messe GmbH has the right to distance itself from the conduction of the event at its own discretion and with regard for the justified interests of the trade fair participants if the economic feasibility cannot be realized or the status of registrations indicates that a sufficient representation of the industry aimed for by the event cannot be guaranteed. With the cancellation all mutual and reciprocal obligations to

perform shall fall away for both contractual partners. The Leipziger Messe GmbH shall be obligated to reimburse any payments which have already been made by the exhibitor if the service paid for has not already been performed at the time of the cancellation. No claims asserted by the exhibitor for reimbursement of payments already made in connection with his participation in the event or for damage compensation can result from the cancellation.

22. Protection of Industrial Property

The protection of inventions, models and trademarks at trade fairs shall be construed in accordance with the legal provisions of the Federal Republic of Germany. No special protection for trade fairs shall exist. Patent registrations are to be submitted to the patent office prior to the start of the trade fair. At the request of the exhibitor, the Leipziger Messe GmbH shall issue a confirmation that goods or services were provided for viewing subject to certain trademarks or models. No liability on the part of the Leipziger Messe GmbH for any registrability or exhibition priority shall be associated therewith.

23. Contractual Penalty

In the event that an exhibitor breaches one of the duties specified under No. 7.1.5 (exchange of trade fair space), 7.3.2 (obligation to attend), 11.1 (exhibition of non-admitted goods), 11.2 (sales ban), 12.2 (third-party suppliers), 12.5 (non-compliant technical equipment), 18.1, 18.2 (non-compliant advertising) or 19.1 (non-compliant music equipment), it shall pay a contractual penalty of 2 % of the total rent, though a total of a maximum of 20 % of the total rent for each breach, or, insofar as the breach of duties endures, for each started hour of the breach of duty.

24. Data Protection

The personal data collected on or from the exhibitor may be used to fulfill the business purposes of the Leipziger Messe GmbH



within the scope permitted by data protection law. The Leipziger Messe GmbH, its affiliated businesses and foreign representatives are also entitled to use this personal data to regularly inform about services provided by the Leipziger Messe GmbH, its affiliated businesses and foreign representatives via letter, email, telephone or fax. A list of these businesses and foreign representatives, who are located in part outside the European Union (EU) and the European Economic Area (EEA), is available on the Internet: <http://www.leipziger-messe.de/unternehmen/kontakt/auslandsvertretungen/>.

The exhibitor must ensure that the prerequisites for data privacy are met for the aforementioned uses through suitable measures (e.g. written consents by his employees).

The exhibitor is liable to the Leipziger Messe GmbH for damage and expenses that arise from the breach of this duty and shall indemnify the Leipziger Messe GmbH against related third party claims upon the first request to do so.

25. Final Provisions

25.1 All agreements, approvals and verbal collateral agreements must be made in written form. This shall also apply to any modification of the previous sentence.

25.2 The Leipziger Messe GmbH shall exercise its domestic authority in the entire exhibition area for the setup, operation and dismantling period of the event. Animals may not be brought onto the trade fair grounds.

25.3 Contractual claims of the exhibitor against the Leipziger Messe GmbH shall lapse within 12 months. The period of limitation shall cease in the month the trade fair is closed. Claims due to the intentional breach of contract shall be subject to the limitation periods established by law.

Compensation claims of the Leipziger Messe GmbH due to changes or deterioration in the leased object shall expire one

year from the date on which the Leipziger Messe GmbH receives the leased object back. Prior to the return, such compensation claims shall only lapse 30 years after their origination.

25.4 The place of performance and jurisdiction for all current obligations shall be Leipzig, if the contractual partner is a merchant, a legal person under public law or a special fund under public law or the registered office or general place of jurisdiction of the contractual partner is not in the Federal Republic of Germany.

The law of the Federal Republic of Germany shall apply. The provisions of international sales law (CIGS) shall not apply to this contract. The German version of all contractual documents shall be authoritative and binding.

Mai 2020

Leipziger Messe GmbH

