

# Special Terms and Conditions for Exhibitors' and Visitors' Participation at the HYDROGEN DIALOGUE 2021 Event with Parallel Digital Event

Version: 12 April 2021

## 1. Event Location, Dates, Hours

Location:

Nuremberg Exhibition Center / Talque digital platform

Dates: Tu 22 Jun 2021 to Wed, 23 Jun 2021

Hours: Tu 22 Jun 2021, 10:00 am to 6:00 pm  
Wed 23 Jun 2021, 10:00 am to 4:00 pm

Selected digital content will still be available for viewing on the online platform beyond the event dates proper, until 31 December 2021.

## 2. Honorary Sponsor

Zentrum Wasserstoff.Bayern (H2.B)

## 3. Organiser

NürnbergMesse GmbH  
Messezentrum, 90471 Nürnberg,  
Deutschland  
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[team@hydrogendialogue.com](mailto:team@hydrogendialogue.com)  
[www.hydrogendialogue.com](http://www.hydrogendialogue.com)

CEOs: Dr Roland Fleck, Peter Ottmann  
Court of Record: Nuremberg, HRB 761  
Chairman of the Supervisory Board: Landtag Member Albert Füracker,  
Bavarian Minister for Finance and Home Affairs

## 4. Bases of Contract

### • Exhibitors

Participation at the HYDROGEN DIALOGUE 2021 event with its parallel digital event (hereinafter HYDROGEN DIALOGUE 2021) is contractually founded on

- the Special Terms and Conditions for Exhibitors' and Visitors' Participation in the HYDROGEN DIALOGUE 2021 Event,
- the General Terms and Conditions of Participation (including supplementary agreements) for Trade Fairs and Exhibitions,
- the House Rules of NürnbergMesse,
- the organisational (e.g., Exhibitor information), technical and other provisions sent to the Exhibitor before the start of the event (especially the order form), and
- the Terms and Conditions for the Licensing and Use of talque from Real Life Interaction GmbH, because each Exhibitor (participating at the event in person) will also receive a basic registration on the digital platform.

In the event of a conflict between the Terms and Conditions for the Licensing and Use of talque from Real Life Interactions GmbH and the Special Terms and Conditions for Exhibitors' and Visitors' Participation in the HYDROGEN DIALOGUE 2021 Event, the latter will take priority. If NürnbergMesse furnishes additional trade fair services by way of a service partner under a separate order, the provision under Item 5 of the General Terms and Conditions of the Service Manual for Exhibitors (AVB) will apply.

### • Visitors

Participation at the HYDROGEN DIALOGUE 2021 event with its parallel digital event is contractually founded on

- the Special Terms and Conditions for Exhibitors' and Visitors' Participation in the HYDROGEN DIALOGUE 2021 Event,
- the House Rules of NürnbergMesse, and

- the Terms and Conditions for the Licensing and Use of talque from Real Life Interaction GmbH.

In the event of a conflict between the Terms and Conditions for the Licensing and Use of talque from Real Life Interactions GmbH and the Special Terms and Conditions for Exhibitors' and Visitors' Participation in the HYDROGEN DIALOGUE 2021 Event, the latter will take priority.

Upon registration, Visitors accept as binding the Special Terms and Conditions for Exhibitors' and Visitors' Participation in the HYDROGEN DIALOGUE 2021 Event and its parallel digital event. Registration is contractually binding for Visitors. The contract between the Visitor and NürnbergMesse GmbH comes into being when NürnbergMesse GmbH confirms the Visitor's application.

## 5. Acceptance of Exhibitors / Booth Area Confirmation

The following applies in addition to Item 2 of the General Terms and Conditions of Participation for Trade Fairs and Exhibitions:

After the Exhibitor has sent the order for Exhibitor Packages to the Organiser by way of the order form, the Exhibitor will receive a confirmation of receipt of application. After review, the Organiser will notify the Exhibitor of acceptance or non-acceptance. In the event of acceptance by the Organiser, the Exhibitor will be able to confirm its order. That confirmation will establish the contract between the Exhibitor and the Organiser. If the Exhibitor desires a booth placement that differs from the booth area confirmation, a processing fee of EUR 350 may be charged. If the Exhibitor cancels the order for booth space before the booth area confirmation is issued, the Exhibitor agrees to pay a processing fee of EUR 250.

Cancellations after the booth area confirmation will be governed by Item 7 of the General Terms and Conditions of Participation for Trade Fairs and Exhibitions. In the event of an entirely digital participation by the Exhibitor, cancellations following the booth area confirmation will likewise be governed, *mutatis mutandis*, by Item 7 of the General Terms and Conditions of Participation for Trade Fairs and Exhibitions; the cancellation fee will be based on the amount of the booked Exhibitor Package.

## 6. Exhibitors and Approved Exhibition Goods

The following are approved as Exhibitors: manufacturers, importers, wholesalers, sales representatives, research institutions, industry associations and publishing houses from Germany and any other country who deal with products and services that can be categorised in the prescribed product groups. All exhibition goods must be specified in the application. Products (copies, counterfeits, etc.) that violate the provisions governing industrial property rights in Germany are not approved.

## 7. Terms and Conditions of Payment

### • Exhibitors

The Exhibitor will incur charges for participating in the event in the amount of the booked Exhibitor Package.

All features of the given Exhibitor Package are shown in the Exhibitor documents. Invoices are due for payment on the date indicated on the invoice, and payable without deductions. All payments must be made free of charges, in euros, indicating the invoice number.

If the Exhibitor states a different invoicing address on the application form, the Exhibitor authorizes the indicated person or company to receive the invoice and other requests for payment. This does not relieve the Exhibitor of the obligation to pay. NürnbergMesse may charge a processing fee of EUR 50 for later changes in the invoice for which the Exhibitor is responsible.

The Exhibitor will be entitled to the assigned booth area only after the invoices have been paid in full. The Exhibitor must furnish proof of payment. The Exhibitor consents for the Organiser to send invoices by email (electronic invoicing). If the Exhibitor does not desire electronic invoicing, the Exhibitor may declare refusal by letter or other text form as defined by law.

- **Visitors**

All features and payment procedures are shown on the online application in the TicketShop.

## 8. Setup and Tear-Down, Identification

Setup: Mon 21 June 2021 3:00 pm – 6:00 pm (on request)  
 Tu 22 June 2021 7:00 am – 10:00 am

Tear-down: Wed 23 June 2021 4:00 pm – 7:00 pm  
 Th 24 June 2021 9:00 am – 12:00 noon (on request)

Exhibition booths on which setup has not begun by Tuesday, 22 June 2021, 8:00 am, will be arranged by the Organiser, unless agreed otherwise. Any resulting costs will be charged to the Exhibitor. Access to the halls during setup and tear-down is permitted only with separate identification. This identification will not be valid for the event proper.

## 9. Booth Design

Exhibitors are responsible for their own booth equipment and design.

Damage will be charged and invoiced to the Exhibitor. Any pillars situated in the booth area, along with any installations and fire protection facilities, are an integral part of the assigned booth area and must remain accessible at all times.

Floor coverings in exhibition booths may be attached only with two-sided adhesive tape (only solvent-free adhesive tapes: tesafix no. 4964).

**The Exhibitor agrees to comply with these requirements. Violations may result in claims for damages by the Organiser or affected neighbouring Exhibitors.**

## 10. Digital Participation

### a) Registration

- **Exhibitors**

Exhibitors can order the services described in Section 10 b) by submitting the completely filled-out electronic order form.

The Exhibitor acknowledges the Special Terms and Conditions for Exhibitors' and Visitors' Participation in the HYDROGEN DIALOGUE 2021 Event as binding by submitting the online application. The application is contractually binding for the Exhibitor. The contract between the Exhibitor and NürnbergMesse GmbH comes into being when NürnbergMesse GmbH confirms the Exhibitor's application (confirmation of receipt of application).

Before the event, the Exhibitor will receive a link to the talque digital platform. The Exhibitor should additionally register on talque, to input a digital profile there. During the event, the Exhibitor can use this profile to make contact with Exhibitors and Visitors by way of talque and to take advantage of services like video calls, matchmaking, etc.

In addition to the Special Terms and Conditions for Exhibitors' and Visitors' Participation in the HYDROGEN DIALOGUE 2021 Event, the Terms and Conditions for the Licensing and Use of talque from Real Life Interactions GmbH and the Special Terms and Conditions for Exhibitors' and Visitors' Participation in the HYDROGEN DIALOGUE 2021 Event, the latter will take priority. If NürnbergMesse furnishes additional trade fair services by way of a service partner under a separate order, the provision under Item 5 of the General Terms and Conditions of the Service Manual for Exhibitors (AVB) will apply.

- **Visitors**

Visitors will register at the Organiser's TicketShop to participate in the parallel digital event. After completing the registration process, the Visitor will receive an email to confirm registration. Before the event, the Visitor will receive a link to the talque digital platform. The Visitor must additionally register on talque, to set up a digital profile there. During the event, the Visitor can use this profile to make contact with Exhibitors and Visitors by way of talque and to take advantage of services like video calls, matchmaking, etc. After the event, the visitor receives an invitation to the e-mail address provided during registration for onboarding for the After Business Talk, which also takes place on the talque digital platform.

Visitors who do not wish to attend the (main) event, but only the After Business Talk, register via a corresponding contact form. After completing and submitting the contact form, the visitor receives an invitation email with a link to the onboarding on the talque digital platform.

### b) Organiser's Services for Exhibitors

For purely digital participation, Exhibitors may order one of the Exhibitor Packages specifically indicated in the Exhibitor documentation (PLATINUM, GOLD, and SILVER packages and the ADD ON PACKAGE – Round Table, AFTER BUSINESS TALK). A detailed description of the packages' features can be found in the Exhibitor documentation. Only a limited number of Exhibitor Packages are available.

It is essential to comply with the deadlines indicated on the order form when placing an order. Order forms submitted late cannot be processed. The Exhibitor must provide the Organiser in good time with the information needed to provide the booked services. The Organiser reserves the right not to process information submitted late.

Unless the Organiser is at fault for the delayed submission of necessary information, the Exhibitor must nevertheless pay the full package price. The Exhibitor bears the burden of proving fault.

On formation of the contract and payment in full, the Exhibitor will receive the access code for the Exhibitor's digital company profile and further information on how to register for the talque digital platform.

### c) Exhibitor's Obligations

It is up to the Exhibitor to meet the technical conditions for participation in the digital event.

The Exhibitor is solely responsible for its own digital presentation (this also includes presentations at the After Business Talk). It must ensure that it holds rights of use for all contents of the digital presence (e.g. texts, graphs) and that no copyrights of third parties are infringed. The Exhibitor will hold the Organiser harmless against third-party claims for copyright infringements and trademark infringements.

For the purpose of advertising the event, the Exhibitor will permit the Organiser to use its logo/company name even it is trademark protected.

### d) Cancellation of Participation

Participation must be cancelled in writing.

- **Exhibitors**

If an Exhibitor cancels participation, the Organiser will be entitled to charge a cancellation fee according to the following schedule:

- If the application is received on or before 24 May 2021, the booked services can be cancelled at no charge within 14 days. After 14 days, the cancellation fee will be 50% of the order value of the booked services.
- For any application received on or after 25 May 2021, the cancellation fee will be 100% of the order value of the booked services, irrespective of the application date.

# Special Terms and Conditions for Exhibitors' and Visitors' Participation at the HYDROGEN DIALOGUE 2021 Event with Parallel Digital Event

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- The following applies to registration for the After Business Talk: In case of cancellation up to 14 days before the start of the After Business Talk, registrations can be cancelled free of charge. For cancellations from the 13th calendar day before the start of the After Business Talk, the cancellation fee is 100% of the order value of the booked service.

The Exhibitor will have the right to prove that the cancellation saved the Organiser additional expenses for which no credit was given.

Participation and the package price will not be altered if the Exhibitor makes no use of one or more of the services in the booked package.

- **Visitors**

If a Visitor cancels participation, the Organiser will be entitled to charge a cancellation fee according to the following schedule:

- There is no charge for cancellations up to 14 days before the event starts.
- 50% of the participation fee will be charged for cancellations on or after the 13th calendar day before the event.
- The full participation fee will be charged for cancellations on or after the 7th calendar day before the event, or if the Visitor does not attend or discontinues attendance.

- e) **Cancellation, Change of Dates, Interruption, Shutdown of the Event**

After formation of the contract, the Organiser may cancel the event in full or in part, change the dates of the event, shorten it, discontinue it, interrupt it or shut it down if it becomes entirely or partially impossible to hold the event at the event location and/or at the event times (in accordance with Section 275 (1-3) of the German Civil Code) or if the Organiser has good cause to do so and the Organiser or its vicarious agents are not responsible for that cause.

The organizer also reserves the right to replace or cancel individual presentations of the After Business Talk. Likewise, the actual speakers of the After Business Talk may differ from the announced persons if they are prevented from attending.

- f) **If the In-Person Event Is Not Held**

The Organiser reserves the right to conduct the parallel digital event even if the in-person event does not take place.

- g) **Advertising**

Advertising of all kinds within the digital platform rented by the Exhibitor is allowed for the Exhibitor's own company, and solely for the products and/or services produced and distributed by the Exhibitor, provided those products and/or services have been registered and approved.

- h) **Use of Data for Promotional Purposes**

- **Exhibitors**

The Organiser 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. For that reason, the data transmitted with the submission of the application (company name, address, telephone/ fax number and email address) will be processed by the Organiser, and where applicable by its service partners, in order to send appropriate event-related information and offers by email in accordance with Art. 6 (1) (f) of the EU GDPR. An objection to the use of data for purposes of direct promotion may be filed with the Organiser at any time; this also applies to profiling if it is

associated with the direct advertising. Once the objection has been filed, the data will no longer be processed for this purpose. The objection can be filed without observing formal requirements, without indicating reasons, and at no charge other than the customary transmission costs at basic rates. It should be addressed to NürnbergMesse GmbH, Datenschutz, Messezentrum, 90471 Nürnberg or data@nuernbergmesse.de.

- **Visitors**

The Organiser calls attention to the fact that the personal data furnished by Visitors when registering will be processed for purposes of statistical analysis, market research, providing information (via regular mail and email, about future events, on the same or related topics) and customer loyalty programs (e.g., sending loyalty rewards, invitations to events) (Art. 6 (1) (f) of the EU GDPR). An objection to this processing can be filed at any time (NürnbergMesse GmbH, Datenschutz, Messezentrum, 90471 Nürnberg / data@nuernbergmesse.de). This data will be transferred to subcontractors of NürnbergMesse for processing only for the above purposes. You can find out more about data privacy at [www.nuernbergmesse.de/datenschutz](http://www.nuernbergmesse.de/datenschutz).

## 11. Data Privacy Policy

Supplementing Items 23 and 24 of the General Terms and Conditions of Participation for Trade Fairs and Exhibitions, attention is called to the fact that the personal data indicated there will be transferred to NürnbergMesse GmbH as the Organiser of the conference, solely for processing for the purposes indicated there.

Personal data will also be forwarded to the service provider Real Life Interaction GmbH entrusted with the technical implementation of the event, insofar as this is necessary for the implementation of the event.

### Release of Data to Third Parties / Use of Data for Promotional Purposes

- **Exhibitors**

The Organiser 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. For that reason, the data transmitted with the submission of the application (company name, address, telephone/ fax number and email address) will be processed by the Organiser, and where applicable by its service partners, in order to send appropriate event-related information and offers by email in accordance with Art. 6 (1) (f) EU GDPR. An objection to the use of data for purposes of direct promotion may be filed with the Organiser at any time; this also applies to profiling if it is associated with the direct advertising. Once the objection has been filed, the data will no longer be processed for this purpose. The objection can be filed without observing formal requirements, without indicating reasons, and at no charge other than the customary transmission costs at basic rates. It should be addressed to NürnbergMesse GmbH, Datenschutz Messezentrum, 90471 Nürnberg or data@nuernbergmesse.de.

- **Participants**

a) The Organiser calls attention to the fact that the personal data furnished by participants when registering will be processed for purposes of statistical analysis, market research, providing information (via regular mail and email, about future events, on the same or related topics) and customer loyalty programs (e.g., sending loyalty rewards, invitations to events) (Art. 6 (1) (f) of the EU GDPR). This processing may be objected to at any time (NürnbergMesse GmbH, Messezentrum, 90471 Nürnberg, data@nuernbergmesse.de). This data will be transferred to subcontractors of NürnbergMesse for processing only for the above purposes. You can find out more about data privacy at <https://www.hydrogendialogue.com/privacy-policy/>

- b) If a registered participant participates in an Exhibitor's session, roundtable, or livestream, (also in the context of the After Business Talk) the participant's data provided upon registration, i.e. last name, first name, company, job title, country, and email address, as well as the duration of session attendance, will be transferred to the relevant company for the purpose of supporting customers and prospective customers, and for providing offered services, irrespective of whether the company in question is based in Germany, the EU, or another third country (if a corresponding Exhibitor Package is booked). The participant's participation in a session is voluntary and will not take place without further action on the part of the participant. The data will not be transferred to the company until the user participates in an action. The legal basis is Art. 6 para. 1 sentence 1 letter b EU GDPR.
- c) If a registered participant engages in interaction with other registered participants in the form of a chat or meeting, a list of leads detailing all the interactions among participants will be provided to the participant (if the corresponding service is booked in the Exhibitor Packages). The list of leads consists of the data provided upon registration, i.e. first name, last name, email address, company name, job title, type of interaction (chat or meeting) and country. The participant's participation in interactions is voluntary and will not take place without further action on the part of the participant. The data will not be transferred to the company until the user participates in an action. The legal basis is Art. 6 para. 1 sentence 1 letter b EU GDPR.
- d) If a registered participant visits company profiles, the data provided upon registration, i.e. first name, last name, email address and duration of the visit to the profile, may be transferred to the company (only if the corresponding Exhibitor Package is booked). Visiting company profiles is voluntary and will not take place without further action on the part of the registered participant. The data will not be transferred to the company until the user visits the company profile. The legal basis is Art. 6 para. 1 sentence 1 letter b EU GDPR.
- e) If the registered participant participates in a session, roundtable, or livestream (also in the context of the After Business Talk), his or her first and last name will be visible to the other participants of the given session. This enables the participants to network and interact with each other. This also constitutes a legitimate interest of the platform operator (Art. 6 (1) sentence 1 (f) of the EU GDPR). Naturally, the user has the right to object to this processing. The manner in which the user can exercise this right is described in letter f below.
- f) Every registered participant has the right to lodge a complaint against this data processing with the competent supervisory authority and may demand access, rectification, erasure, or restricted processing, object to the processing, or assert his or her right to data portability, subject to the legal prerequisites. If you have any questions, please contact NürnbergMesse GmbH, Datenschutz, Messezentrum, 90471 Nürnberg / data@nuernbergmesse.de or its Data Protection Officer (datenschutz@nuernbergmesse.de).

## **12. Exhibitor Claims, Written Form, Place of Fulfilment, Jurisdiction and Venue**

All Exhibitor claims against the Organiser must be made in writing. The statutory period of limitation begins on the last day of the event. Agreements that deviate from these Terms and Conditions, or terms supplementing them, must be in writing. Only German law and the German text shall prevail. The place of fulfilment and the jurisdiction and venue is Nuremberg. However, the Organiser reserves the right to bring its claims before the court of the place at which the Exhibitor is domiciled.

## **13. Severability Clause**

If the Terms and Conditions for Participation are partially invalid or incomplete, the validity of the other terms and of the contract will not be affected. In this case, the Parties agree to replace the invalid provision or remedy the omission with a provision that can best achieve the economic purpose intended by the Parties.

# General Conditions for Participation in Fairs and Exhibitions

As per April 2020

In case of disagreement, the Special Conditions for Participation shall have priority over the General Conditions for Participation.

## 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 the organizer 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 the organizer, 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 organizer. 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 2 weeks of receipt. A legal entitlement to admission does not exist. If the number of suitable applications received by the organizer before the application deadline exceeds the amount of space available, admission will be decided at the discretion of the organizer. The organizer 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 the organizer or settle them punctually may be excluded from admission.

## 3. Allotment of space

3.1 Allotment of space will be made by the organizer in accordance with the product groups and arrangement of the event concerned and 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.

3.2 The organizer 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.

3.3 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.

3.4 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 the organizer.

## 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 the organizer.

## 5. Co-exhibitors

5.1 The use of the stand space by another company with its own products and personnel (co-exhibitor) requires a separate application of the direct exhibitor and a confirmation of the application by the co-exhibitor itself as well as an admission by the organizer. Admission of one or more co-exhibitors is subject to a special fee.

5.2 Responsibility for ensuring that co-exhibitors fulfill all their commitments shall rest with the principal exhibitor, if applicable, in addition to the co-exhibitor. Apart from telephone number, fax number and e-mail address further personal data of the co-exhibitor will be recorded for the application. Additionally structural data of the co-exhibitor will be checked and recorded. By the application of the co-exhibitor the direct exhibitor grants to be ordinary enabled or enabled enough to lodge the data.

## 6. Stand rental, lien

Stand rentals and terms of payment are shown in the Special Conditions for Participation.

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.

The organizer is entitled to exercise his right of lien and sell any distrained 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

7.1 If the exhibitor withdraws his application, cancels part of the stand space or does not participate in the event, the organizer is entitled to use the hired stand space or the cancelled part of the space for other purposes and relet to third parties. Any cancellation declarations made by the exhibitor must always be made in writing or in text form.

7.2 If the exhibitor possesses no mandatory withdrawal or termination right, he still remains obliged to pay the following cancellation fee on cancellation or partial cancellation after admission has been confirmed:

- up to 90 days before the start of the event 50%
- up to 30 days before the start of the event 80% and
- less than 30 days before the start of the event the full amount of the agreed rental for the cancelled stand space.

7.3 In the case of a measure pursuant to item 3.2, the cancellation period shall be based on the original stand space confirmation issued prior to the measure pursuant to item 3.2.

7.4 In each of the above cases, the exhibitor retains the right to prove that the organizer has saved costs not considered in the deduction and has benefited as a result of the cancellation, partial cancellation or non-participation. If other free spaces of the size let to the exhibitor are still available for the event, the exhibitor may not normally claim that the organizer has benefited from reletting the stand space or part of it or using it for other purposes, especially in terms of the rental obtained.

7.5 In case of a reduction of stand space without a cancellation fee after receipt of the stand space confirmation, the cancellation fee will be based on the originally calculated stand rent as agreed before the reduction.

7.6 The provisions of item 7.2 also apply for co-exhibitors with respect to the additional fee to be paid by them in accordance with item 5.1.

## 8. Cancellation of admission

The organizer is entitled to cancel confirmation of admission and relet the space elsewhere in the following cases:

- The stand is obviously not occupied in good time, i.e. at least 24 hours before the official opening of the event.
- The exhibitor fails to pay the stand rental at the agreed time and allows a period of grace granted by the organizer to lapse 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 the organizer receives knowledge of grounds which would have justified exclusion if they had been disclosed earlier.
- The exhibitor infracts the organizer's site regulations.

The organizer 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. The organizer also reserves the right to assert claims for damages. If the exhibitor cancels the order for rental exhibition stands and/or other services, the following cancellation fee is payable based on the value of the order.

- 90 days to 15 days before start of assembly (see Special Conditions for Participation) of the event 25% of the order value
- 14 days to 1 day before start of assembly (see Special Conditions for Participation) of the event 80% of the order value
- the full amount is payable from the start of the assembly period.

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

# General Conditions for Participation in Fairs and Exhibitions

(Continued)

## 10. Exclusion of exhibits

The organizer is 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 the 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), the organizer 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 exhibition. The organizer reserves the right to forbid the erection of stands which are 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 Special Conditions for Participation prevail over the General Conditions for Participation.

The approval of the organizer 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 or after a measure according to item 12.1 or 12.3 was taken that did not involve a continuation of the event, basic items, insofar as these have been provided by the organizer, 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.

## 12. Cancellation, change of place or time, interruption, closure of the event

**12.1** After contract formation, the organizer may cancel the event in full or in part, change the location or time, or shorten, discontinue, interrupt or close the event if it is impossible to hold the event at the event location and/or at the event time in full or in part (according to Section 275 (1) - (3) German Civil Code (BGB)) or if there is a valid reason and the organizer or its vicarious agents are not responsible for the valid reason.

**12.2** A valid reason within the meaning of item 12.1. exists

- when there are sufficient indications that holding or continuing the event would entail an unacceptable, concrete risk to life, limb or health, or
- when there are sufficient indications that holding or continuing the event would entail a concrete risk of considerable property damage, or
- if holding or continuing the event would be considerably impaired in full or in part or if such a considerable impairment is likely by reason of a natural event, epidemic, terror risk or attack, labour dispute, power outage, unexpected limitation of the usability of the event space due to official orders, official recommendations or restrictions or force majeure. A considerable impairment exists when the event cannot be held as planned and for that reason the purpose of the event for visitors, exhibitors and organizers cannot be achieved or only with significant restrictions.

**12.3** After contract formation, moreover, the organizer may also cancel the event up to eight weeks before the start of the event if more than 60% of rented space compared to the registration status at the time of general distribution of approvals/stand area confirmations is eliminated due to the refusal or cancellation of other exhibitors, so that the event can no longer represent significant parts of the industry and therefore the purpose of the event for visitors, exhibitors and organizers cannot be achieved or only with significant restrictions.

**12.4** The organizer shall decide at its reasonable discretion whether a measure will be taken and what measure will be taken according to item 12.1 or 12.3, also in consideration of the legitimate interests of visitors and exhibitors. If holding the event is completely impossible in accordance with Section 275 BGB, the organizer shall likewise always be entitled to cancel the event.

**12.5** The organizer shall be obligated to immediately inform the affected exhibitors of a measure according to item 12.1 or 12.3.

**12.6** If the event is cancelled before it begins according to item 12.1 or 12.3, the organizer and the exhibitor shall be released from their reciprocal contractual performance obligations. Any already paid stand rent and the remuneration for services agreed between the organizer and the exhibitor shall be refunded to the exhibitor.

**12.7** If the event is discontinued, interrupted, shortened or closed after it has begun according to item 12.1, the organizer shall be released from its contractual performance obligation from this time onward or for the period of interruption. The stand rent shall be reduced in the ratio of the discontinued event duration to the planned total duration of the event. Reduction of stand rent shall be excluded in the event of an immaterial shortening or interruption of the event of up to 15% of the event duration. Any overpaid stand rent shall be refunded to the exhibitor. Insofar as services agreed between the exhibitor and the organizer can no longer be provided due to the measure according to item 12.7 sentence 1 (e.g. discontinuation) or insofar as the provision of the not yet provided portions of services has become pointless as a result of the measure, the exhibitor shall only owe the remuneration attributable to the provided portion of the services. In case of an impossibility for which the organizer or one of its vicarious agents is responsible, the organizer shall not be entitled to the remuneration insofar as the exhibitor has no interest in the already provided portion of the service. Any overpayment of remuneration shall be refunded to the exhibitor.

The exhibitor shall owe the full remuneration for the service of individual stand construction as soon as the stand construction is completed.

**12.8** If the event is shortened or if the place or time of the event is changed before it begins according to item 12.1, the new location or new time of the event shall be deemed to have been contractually agreed with the exhibitor if the exhibitor does not object in text form to the organizer immediately, but at the latest within 14 days after notification of the change or shortening. If the exhibitor objects on time, item 12.6 shall apply accordingly. If the exhibitor does not object, the services agreed between the exhibitor and the organizer shall also be performed at the new date.

**12.9** If the event is cancelled, discontinued, interrupted, shortened, the location or time of the event is changed or the event is closed only partially (e.g. in relation to a certain hall), the legal consequences of items 12.6 to 12.8 shall only apply in relation to the exhibitors directly affected by the measure according to item 12.1. The exhibitors in those parts of the event that are held without changes shall still be obligated to pay the full stand rent.

**12.10** The exhibitor may not assert claims for damages or claims for reimbursement of expenses on the basis of a measure according to items 12.1 or 12.3; claims of the exhibitor based on impossibility according to Section 275 BGB for which the organizer or one of its vicarious agents is responsible remain unaffected by this – although subject to the limitations of item 19.

**12.11** Any further rights of the organizer based on frustration of contract according to Section 313 BGB remain unaffected by this item 12.

## 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 exhibitor, if applicable. The validity of these is limited solely to the assembly and dismantling periods and does not cover admission during the event.

A limited number of free exhibitor passes will be issued to exhibitors and their employees for the period of the event.

These passes will be made out in the name of the persons concerned and must be signed. They are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their being withdrawn.

The number of passes issued is not increased by the inclusion of co-exhibitors. Additional passes are obtainable against payment.

## 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 written consent of the organizer.

Advertising outside the stand space rented by the exhibitor is only possible as part of the advertising and sponsoring measures offered by the organizer. Advertising of a political nature is forbidden.

## 15. Photographs, drawings, films

The organizer is entitled to have photographs, drawings and films made of the exhibition, 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 the organizer.

For photographs, drawings and films of stands against payment, exhibitors must only use service contractors authorized by the 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 and films of the stands and exhibits of other exhibitors.

# General Conditions for Participation in Fairs and Exhibitions

(Continued)

- 16. Direct selling**  
Direct selling is not allowed unless expressly permitted by the Special Conditions for Participation, 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 und stand space clearing**  
The organizer 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 are to use the service contractor engaged by the organizer for stand cleaning. If the stand space is not cleared by the end of the official dismantling period, the organizer shall be entitled to charge a fee of EUR 300 per m<sup>2</sup>. The organizer is also entitled to dispose of exhibition stands and/or exhibits left behind at the exhibitor's expense. The organizer accepts no liability for damage to, or loss of exhibition stands and/or exhibits left behind.
- 18. Supervision**  
The organizer 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 at night. Additional stand supervision is available at the exhibitor's own expense by using the service contractor engaged by the organizer.
- 19. Liability, insurance, accident prevention**  
**19.1** The organizer 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 the organizer 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 the organizer is legally obliged to take out liability insurance cover or this is usually the case;
  - if the organizer has claimed a special degree of trust or occupies a qualified position of trust.
- In these cases, however, the organizer 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 the organizer's performing and vicarious agents.
- 19.2** 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.
- 19.3** The exhibitor is fundamentally obligated to obtain adequate insurance protection himself. It is recommended that the exhibitor takes out exhibition insurance to cover the transport and sojourn risk. Such insurance can be arranged by the organizer under a framework agreement.
- 19.4** 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. The organizer is entitled to prohibit the exhibition or operation of machinery and/or equipment at his 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 exhibition 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 Special Conditions for Participation, Exhibition priority).
- 21. Domiciliary right and house rules, contraventions, no-smoking policy**  
Exhibitors agree to accept the domiciliary right of the organizer during the event in all parts of the exhibition center. The house rules of the organizer must be observed. The instructions of the organizer's employees and representatives of the organizer, who possess official identity cards, must be complied with. Contraventions of the General and Special Conditions for Participation or instructions within the framework of the domiciliary right and the house rules shall entitle the 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. There is a general smoking ban on the entire exhibition grounds. Smoking is only permitted in specially marked areas.
- 22. Place of fulfillment and jurisdiction**  
The place of fulfillment is Nuremberg. 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. The organizer is also entitled to take legal proceedings against the exhibitor at the exhibitor'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 authorised 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 Conditions for Participation 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.

# Supplementary Agreement to the General Conditions for Participation in Fairs and Exhibitions

## Bavarian Venue Regulations

### Application in the Exhibition Center Nuremberg

- 1. Assurance of public safety and order**

The exhibitor shall comply with all public safety regulations, in particular with the Bavarian Venue Regulations. The exhibitor is obliged to exhibit only properly maintained and protected equipment and exhibits in the exhibition halls and these must comply with all statutory regulations on the technical safety of equipment.
- 2. Emergency routes**

Emergency routes in the exhibition halls must be kept clear at all times, including during assembly and dismantling. Contraventions will be fined.
- 3. Articles used in the halls**

Requisites, decorations and other articles must be made of fire-resistant material. Pyrotechnic articles, combustible liquids and other combustible material, especially packaging material, may only be kept in special areas provided by NürnbergMesse.  
The operation of laser systems is subject to compliance with the relevant industrial safety regulations, including in areas accessible for visitors.
- 4. Fire regulations and safety concept**

NürnbergMesse has issued fire regulations, which are displayed throughout the exhibition centre and are part of the contract.  
In connection with the enforcement of the Bavarian Venue Regulations, NürnbergMesse in consultation with the responsible authorities will draw up a safety concept, which will be implemented by separate arrangements as part of the existing contracts.
- 5. Security staff, security manager**

The maintenance of public safety and compliance with the requirements of the Bavarian Venue Regulations are monitored by special security staff; the security manager is authorized to issue binding instructions, especially if the safety of the event is at risk.
- 6. Event director and event equipment director**

The event director appointed by NürnbergMesse shall ensure compliance with the public safety regulations and particularly the Bavarian Venue Regulations. The event director is also authorized to close the event. Compliance with instructions issued by the event director is compulsory.  
The name of the event director and his deputy must be announced in writing a suitable period of time before the respective event.  
The event director shall be informed immediately of any special occurrences that could adversely affect the safety of the event.  
The event equipment director must ensure the safety and operability of the technical facilities at the venue in terms of fire prevention during the official opening times of the event.  
The event director or his deputy shall be present personally throughout the official opening time of the event, and the event equipment director or security manager shall be present during the assembly and dismantling periods as well.
- 7. Safety instructions**

The regulatory authorities, event director, event equipment director and security manager are authorized to issue instructions within the framework of the safety regulations. Compliance with these instructions is compulsory.

## Bavarian Health Protection Act

### Application in the Exhibition Center Nuremberg

With the exception of smoking areas specially marked for this purpose, smoking is prohibited in the exhibition halls, congress halls, conference rooms, restaurants, cafeterias, mobile catering areas and service areas of the Exhibition Center Nuremberg.