



GENERAL CONDITIONS OF PARTICIPATION

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General Conditions of Participation

The following General Conditions of Participation apply unless otherwise stipulated in the Special Conditions of Participation.

1. Organiser

Leipziger Messe GmbH
Messe-Allee 1
D-04356 Leipzig

2. Title, event location, duration and opening times, event format

The title of the event, its location, duration and opening times can be found in the Special Conditions of Participation.

Leipziger Messe GmbH offers events in various formats: purely in-person events ("onsite events"), onsite events with digital elements ("hybrid events") and events with exclusively digital content ("online events"). For each event, the format can be found in the respective Special Conditions of Participation.

3. Product directory

Goods and services approved for exhibition are listed in the current version of the relevant product directory.

4. Participation fees

4.1 The prices for trade fair rentals and other charges (participation fees) are indicated on the registration form and in the applicable price list. Each square metre or part thereof will be calculated as a whole square metre.

4.2 An additional fee is charged for AUMA, Ausstellungs- und Messe-Ausschuss der Deutschen Wirtschaft e.V. (Association of the German Trade Fair Industry).

4.3 Prices for other goods and services are listed on the relevant order forms issued by the Online Service Centre (OSC) and on the order pad of Leipziger Messe GmbH.

4.4 All rental and other charges are net prices and subject to VAT at the statutory rate.

5. Registration

5.1 Registration is to be carried out digitally via the online stand registration system (OSA) in the prescribed manner.

Should Leipziger Messe GmbH additionally offer analogue registration, this must be carried out exclusively using the registration forms issued by Leipziger Messe GmbH. These forms must be completed in full, signed with legally binding effect and sent to the address of the organiser specified in the Special Conditions of Participation.

5.2 The registration must clearly state whether the application is being made in the exhibitor's own name or on behalf of the exhibitor.

Unless otherwise stated, the registration will be attributed to the company named as the exhibitor on the application.

If the application is made in deviation from this in the name of a party different from the exhibitor (hereinafter the "agency"), the registration will be attributed to the agency. The agency is then obliged to inform the



exhibitor of all principal and secondary contractual obligations. The agency remains responsible to Leipziger Messe GmbH for the fulfilment of all obligations incumbent on the exhibitor under this contract. In such cases, the exhibitor will be deemed to be a vicarious agent of the agency. Actions and declarations by the exhibitor and persons acting on its behalf must be recognised by the agency as if they were its own.

5.3. Any conditions or reservations stated on the registration form will not be taken into consideration. Requests for specific stand allocations will be taken into consideration as far as possible but do not constitute conditions for participation. Exclusion of competition cannot be granted.

5.4. By submitting the signed application form, the exhibitor accepts the General and Special Conditions of Participation, the applicable price list and the Technical Guidelines. The above-mentioned documents will be sent to the exhibitor. However, they can also be viewed in their current version on the Leipziger Messe GmbH website and downloaded at "<https://www.leipziger-messe.de/de/agb/>".

5.5. The exhibitor will be liable for any consequences arising from the inaccurate, incomplete or erroneous completion of the registration form.

5.6. For the purpose of these conditions of participation, the person in whose name the binding registration is made will be considered the exhibitor. The exhibitor cannot effectively limit the power of representation

of its named representatives in relation to Leipziger Messe GmbH.

5.7. Without prejudice to No. 10.1, the application is binding from the time of its receipt by Leipziger Messe GmbH until notification of approval or non-approval.

5.8. Registrations received after the start of the floor planning process will be placed on the waiting list if the relevant section is overbooked.

5.9 Applicants must provide a VAT ID number (applicants from the EU) or a business licence (applicants from non-EU countries) for VAT purposes. The applicant warrants the correctness and validity of the VAT ID number or the business licence and that it is assigned to the right area of business. The applicant is obliged to inform LEIPZIGER MESSE GMBH immediately of any changes in this respect. The VAT ID number or business licence is required from the applicant for participation in the event as well as for all further transactions between the exhibitor and Leipziger Messe GmbH.

6. Approval – trade fair rental contract

6.1. Approval or non-approval will be confirmed to the exhibitor in writing in good time before the start of the trade fair. The approval is non-transferable. On receipt of approval, the exhibition rental contract between Leipziger Messe GmbH and the exhibitor is automatically concluded. If an exhibitor registers for a new event organised by Leipziger Messe GmbH (first edition event), the period for binding the exhibitor



to an offer ends three months before the scheduled start of the event (opening of the trade fair/exhibition).

6.2. Leipziger Messe GmbH will decide on approval at its reasonable discretion, taking into account the purpose of the event and the available capacities. Beyond this, there is no legal entitlement to approval. In particular, there is no entitlement to approval if Leipziger Messe GmbH or one of its subsidiaries has outstanding claims against the exhibitor, a co-exhibitor or an agency commissioned by the exhibitor.

6.3. Leipziger Messe GmbH has the right to withdraw from the contract and demand compensation if approval was granted on the basis of false prerequisites or information, if the requirements for approval subsequently cease to apply or if the exhibitor is in default of payment at the time of the declaration of withdrawal.

7. Stand allocation – stand construction

7.1. Provision of exhibition floor space

7.1.1. Within the scope of available options, Leipziger Messe GmbH will provide exhibition floor space for the registered size and type of stand in the requested section of the trade fair (stand allocation). There is no entitlement to a specific stand location. The stand location will be shown on a plan of the hall or a section of the hall sent to the exhibitor by Leipziger Messe GmbH together with the stand allocation.

7.1.2. In the course of the planning process, Leipziger Messe GmbH is entitled to allocate floor space that deviates from the

registration insofar as this is absolutely necessary and within reason for the exhibitor. The deviation will be deemed reasonable if the exhibitor does not immediately reject it.

7.1.3. Exhibitors or their stand construction partners are obliged to install partition walls, insofar as these are not part of the contractual service (stand packages).

7.1.4. If compelling technical or organisational reasons make it necessary, Leipziger Messe GmbH is entitled to provide an alternative stand location in agreement with the exhibitor and within the scope of what is absolutely necessary and reasonable as well as being permitted to alter the size of the exhibition areas and relocate or close entrances and exits to the exhibition grounds when within reason and unavoidable.

7.1.5. Any swapping of floor space between exhibitors must be approved in advance by Leipziger Messe GmbH in writing.

7.1.6. Protrusions, pillars, columns and installation connections are part of the allocated space. The exhibitor is obliged to take into account the condition and load-bearing capacity of the floor (see No. 3 of the Technical Guidelines; Internet: ["https://www.leipziger-messe.de/de/agb/"](https://www.leipziger-messe.de/de/agb/)). The exhibitor will be liable without limitation for any breach of this obligation.

7.2. Stand design

7.2.1. Stand construction and design must be carried out in accordance with the Technical Guidelines (Internet: ["https://www.leipziger-messe.de/de/agb/"](https://www.leipziger-messe.de/de/agb/)) of Leipziger Messe



GmbH. The applicable legal provisions and administrative regulations are binding for the exhibitor and for every stand construction company. In the event of violations, Leipziger Messe GmbH will be entitled to have changes made at the exhibitor's expense or close the stand down if necessary. The exhibitor is solely responsible for ensuring that the stand it has erected does not present a risk to the life or health of anyone using it.

Stand construction can only begin when the exhibitor or a respective commissioned company has obtained a stand construction permit in writing from Leipziger Messe GmbH.

7.2.2. The relevant stand construction and breakdown times are specified in the Special Conditions of Participation.

7.3. Obligation to be present

7.3.1. Leipziger Messe GmbH has the right to find an alternative use for the stand space if construction has not begun by 10 am on the day before the event opens.

7.3.2. The exhibitor is obliged to occupy and staff the stand for the entire duration of the fair. It is not permitted to dismantle the stand before the start of the official breakdown period on the last day of the fair. In addition, the exhibitor is obliged to completely clear the exhibition space by the end of the breakdown period. Otherwise, Leipziger Messe GmbH will be entitled to clear the exhibition space at the exhibitor's expense. Claims for contractual penalties and damages on the part of Leipziger Messe GmbH remain unaffected in all cases (see

Section 23 of the General Conditions of Participation).

8. Terms of payment

8.1. Upon or after granting approval, Leipziger Messe GmbH will issue invoices for stand rentals and for other goods and services which will be due for payment 14 days after the date of the invoice. In the case of last-minute registrations a few days before the start of the event, Leipziger Messe GmbH is entitled to specify shorter due dates to ensure that exhibitor invoices are always paid before the start of the event. Irrespective of this, Leipziger Messe GmbH can issue invoices during the trade fair which will be payable immediately. Any debt collection will be carried out by authorised representatives of Leipziger Messe GmbH.

8.2. All billed amounts are to be transferred without deduction to one of the accounts stated on the invoice, quoting the customer number and invoice number. If invoices are sent to a third party on the instructions of the exhibitor, the exhibitor will nevertheless remain the debtor.

8.3. Leipziger Messe GmbH is entitled to demand advance payment for stand rental and trade fair services.

8.4. If the exhibitor is in default of payment, interest on arrears at the statutory rate will be payable. In the event of default on the part of the exhibitor, Leipziger Messe GmbH may withdraw from the contract and demand damages for non-performance in addition to the damages for default.



8.5. If the exhibitor is in default of payment, a processing fee of EUR 5.00 will be charged for each reminder. The right to claim further damages is reserved. In particular, Leipziger Messe GmbH will be entitled to claim a flat-rate default fee of EUR 40.00 in accordance with § 288 Para. 5 of the German Civil Code (BGB).

8.6. If the exhibitor is a commercial entity, the exercise of a right to refuse performance or a right of retention and the offsetting of demands from Leipziger Messe GmbH by the exhibitor are excluded unless the exhibitor's claim has been legally established or is undisputed.

In any case, the exhibitor is not permitted to offset any future or dissimilar claims from Leipziger Messe GmbH or exercise any rights of retention that are not based on this contractual relationship.

9. Co-exhibitors and additionally represented companies

9.1. Without the approval of Leipziger Messe GmbH, the exhibitor is not entitled to sublet the allocated stand or otherwise make it available to third parties or carry out advertising for third companies.

9.2. Any use of this stand space by companies working with their own staff and presenting their own products (co-exhibitors) or only showcasing their own products (additionally represented companies) must be registered separately during the application process. Even if these companies maintain close economic and organisational ties with the main exhibitor, they will nevertheless be

considered to be co-exhibitors or additionally represented companies.

Approval for these may be refused under the same conditions as an exhibitor may be rejected. Approval can be considered granted if the separate application is not explicitly rejected.

For every co-exhibitor and additionally represented company, the exhibitor must pay a fee in accordance with the costs indicated on the application form or in the price list.

The exhibitor will be liable for the co-exhibitors and additionally represented companies it has registered. This applies particularly but not exclusively to their payment obligations towards Leipziger Messe GmbH.

9.3. For companies which are present but have not been registered by the exhibitor, the exhibitor will be charged the corresponding fee plus a 25% surcharge. The exhibitor will be the debtor in all cases.

9.4. Leipziger Messe GmbH decides on the approval of collective stands at its due discretion, taking into account the purpose of the event and the available capacities. Beyond this, there is no legal entitlement to the approval of collective stands. In the event of approval, a collective stand is subject to the full contractual regulations that apply to all exhibitors. If one stand is allocated to two or more companies together, joint and several liability to Leipziger Messe GmbH will apply to each of these companies. The companies exhibiting together should name a joint representative on the registration form.



9.5. Leipziger Messe GmbH is entitled to include the main shareholder of an exhibitor registered for an event organised by Leipziger Messe GmbH in the alphabetical list of exhibitors in the official catalogue of the event in question, provided it concerns a legal entity without a head office in the Federal Republic of Germany.

10. Withdrawal and non-participation

10.1. Withdrawal from registration is possible until approval is issued (conclusion of contract). In this case, the exhibitor must pay a cancellation fee of EUR 260.00 unless a different fee is stated in the registration documents or the Special Conditions of Participation.

10.2. Once approval has been issued, the exhibitor may no longer withdraw from the contract or reduce the stand size. The full rental invoice minus the AUMA contribution (Leipziger Messe GmbH will issue a new invoice while simultaneously cancelling the original invoice) and any costs incurred for goods and services ordered by the exhibitor and already provided will be payable. This does not affect the right to terminate the contract for good cause in accordance with § 543 of the German Civil Code (BGB). In this case, there will be no obligation to pay the rental.

10.3. If the exhibition space vacated due to the exhibitor's non-participation is let to a replacement exhibitor, the original exhibitor will only be required to pay 25% of the agreed rent, but at least EUR 260.00. However, the exhibitor will remain obliged to pay the amounts according to No. 10.2. above

in full if there are exhibition spaces in the exhibition area that have not been rented out for the event which would have been used by the replacement exhibitor if the original exhibitor had participated in the event in accordance with the contract and the original space is then re-let in order to preserve the overall visual appearance.

10.4. If an application is made to open insolvency proceedings against the exhibitor's assets or if such an application is rejected for lack of assets, Leipziger Messe GmbH is entitled to terminate the contract without notice. The exhibitor must in all cases inform Leipziger Messe GmbH immediately of the application for insolvency proceedings. The above Nos. 10.1. to 10.3. will apply accordingly.

11. Products and services

11.1. Only such goods or services may be exhibited that belong to the relevant product segments. Following an unsuccessful warning by Leipziger Messe GmbH, non-approved goods may be removed at the exhibitor's expense. No exhibitor may assert claims against Leipziger Messe GmbH due to any practice on the part of Leipziger Messe GmbH that deviates from the above provision.

11.2. Exhibits may not be sold or distributed by the exhibitor at the stand or otherwise removed during the event. In deviation from this, the Special Conditions of Participation may permit sales. In the event of infringement, Leipziger Messe GmbH may close the stand down during the event



(stand suspension) and / or refuse the exhibitor participation in future trade fairs.

11.3. When operating the stand, the exhibitor must comply with the currently valid edition of the relevant legal regulations (e.g. catering legislation, trade regulations, hygiene regulations, foodstuffs and consumer goods legislation, ordinance on beverage dispensing facilities). If the exhibitor fails to comply with the relevant cleaning and waste disposal obligations with regard to the sale or distribution of food and drink at the stand even after receiving a warning, Leipziger Messe GmbH will be entitled to have the stand or the sales facility closed down.

11.4. The provisions of the law on technical equipment and consumer products (equipment and product safety legislation in its currently valid version) must be complied with. The exhibitor must keep the following documents available at the stand as proof:

- EC declaration of conformity or manufacturer's declaration according to Attachment II of the Machinery Directive.
- Operating instructions according to Attachment I No. 1.7.4 of the Machinery Directive.

During presentations, the necessary precautions for the protection of persons must be taken by staff at the stand. The stand personnel are also responsible for ensuring that any unauthorised activation of machinery is prevented.

11.5. Generally, only new goods are approved for exhibition.

12. Technical and other services

12.1. Leipziger Messe GmbH provides basic technical services such as heating, ventilation, refrigeration, electricity, lighting, water and sanitation as well as the cleaning of the exhibition halls and buildings.

12.2. Installations of supply connections (water, compressed air, sprinklers, electricity, connections for telecommunications) and disposal connections (e.g. exhaust gases) may only be ordered through Leipziger Messe GmbH.

12.3. Installations within the stand space may also be carried out by specialist companies which must be declared to Leipziger Messe GmbH on request. Leipziger Messe GmbH is entitled to carry out inspections but is not obliged to do so. The exhibitor will be liable for any damages caused by the installation.

12.4. Any consumption costs, charges for installations and other services are invoiced separately. Service orders must be placed using the relevant OSC forms.

12.5. Connections, machines and equipment that do not have the required technical approval, do not comply with the relevant regulations or whose consumption is higher than notified may be removed at the exhibitor's expense. The exhibitor will be liable for any damages caused by the unregulated consumption of energy.

12.6. Complaints regarding technical services must be reported immediately.

12.7. Exhibitors receiving items from Leipziger Messe GmbH or its service partners on a rental basis or on loan, will be



responsible for careful handling and proper operation and must return these articles in the original and undamaged condition. The exhibitor will be liable for any loss of or damage to such items. In case of doubt, the exhibitor is responsible for providing proof that the items were returned in good condition.

13. Exhibitor passes

13.1. Entry to the trade fair premises is only permitted with the non-transferable exhibitor passes issued by Leipziger Messe GmbH. Leipziger Messe GmbH will be entitled to withdraw passes without replacement in the event of violations of the Conditions of Participation.

13.2. Exhibitors are entitled to free exhibitor passes, the number of which depends on the size of the rented exhibition space. Any additional exhibitor passes required may be requested for a fee using the appropriate OSC form.

13.3. Exhibitor passes also entitle the holder to enter the relevant trade fair premises during the construction and breakdown periods.

During the event and if expressly stated on the individual exhibitor pass, the holder is entitled to make one return journey from their accommodation to the exhibition site and back at no extra cost using the public transport services of the Mitteldeutscher Verkehrsverbund (MDV) in the zones specified (2nd class). The contract of carriage is concluded directly between the holder of the pass and the MDV exclusively under the valid terms and conditions of carriage

and tariff regulations of the MDV at the time the order is placed. The share of the travel costs including VAT is part of the ticket price and is collected by Leipziger Messe GmbH for and on behalf of the MDV.

13.4. Leipziger Messe GmbH must be informed immediately if an exhibitor pass is lost. In the event of late notification, the exhibitor will be liable for any damage resulting from improper use.

14. Cleaning

Leipziger Messe GmbH will arrange for the cleaning of the walkways in the exhibition building. Stand cleaning is the responsibility of the exhibitor. If the exhibitor does not have the stand cleaned by its own staff, only companies approved by Leipziger Messe GmbH may be commissioned to do so. The relevant OSC form is to be used for placing the order.

15. Security

15.1. The general security of the trade fair premises is responsibility of Leipziger Messe GmbH but without liability for loss or damage.

15.2. The exhibitor is responsible for ensuring the care of the stand and the exhibits, as well as for guaranteeing fire safety.

15.3. Using the appropriate OSC form, the exhibitor may commission stand security personnel from a security company authorised by Leipziger Messe GmbH.

15.4. Unless otherwise stipulated in the Special Conditions of Participation or by special approval, company staff may only be present on the exhibition stand until 7



pm. The exhibitor is not permitted to allow anyone to remain on the stand at night.

16. Delivery and removal of exhibition materials

16.1. All necessary instructions for the delivery and removal of exhibition materials as well as the handling of empty transport packaging are provided by the trade fair forwarding agents named in the OSC. In addition, the regulations in the Technical Guidelines of Leipziger Messe GmbH must be observed (Internet: "<https://www.leipziger-messe.de/de/agb/>").

16.2. Leipziger Messe GmbH is not obliged to accept shipments on the exhibitor's behalf that are addressed to the exhibitor and delivered by forwarders, couriers, the postal service or any other means. If, in exceptional cases, it nevertheless accepts such consignments (e.g. because the consignee is not present at the time of delivery), the exhibitor will not be liable for a charge for safekeeping by Leipziger Messe GmbH. However, Leipziger Messe GmbH will not be liable for loss or damage to a shipment or any part of it unless Leipziger Messe GmbH is intentionally responsible for the damage. The exhibitor is obliged to collect the relevant shipment from Leipziger Messe GmbH at its own expense.

Any liability on the part of Leipziger Messe GmbH towards the exhibitor for shipments with no address or an incorrect or incomplete address is excluded. The same applies if Leipziger Messe GmbH refuses to accept shipments that cannot otherwise be delivered.

17. Media entries in the trade fair catalogue, digital services

17.1. The publisher listed in the Special Conditions of Participation is responsible for publishing the media entries. Leipziger Messe GmbH advises caution regarding spurious offers from other publishers.

Entries are compulsory for exhibitors and co-exhibitors. The publication arrangements and prices for this mandatory entry as well as any further media services that may be offered as media packages can be found in the registration documents. Additionally represented companies will be listed together with the registered exhibitor for a fee. They do not appear in alphabetical order.

17.2. The exhibitor is solely responsible for the content of the entries.

17.3 In the case of hybrid and online events, Leipziger Messe GmbH provides the digital services described in the Special Conditions of Participation and registration documents.

Transmissions of images and/or sound are to be provided at a medium standard and quality that is sufficient for the number of visitors reasonably foreseeable when planning the specific event.

The system resources provided by Leipziger Messe GmbH must be available 95% of the time on an annual average. Leipziger Messe GmbH is not responsible for making data backups.

Leipziger Messe GmbH also has unrestricted domiciliary rights in virtual spaces that are created within the framework of



digital services. This also means that persons acting on behalf of Leipziger Messe GmbH have access to all virtual spaces at all times even if these are used for special purposes by individual exhibitors at a specific event. The house rules for the Leipzig Exhibition Centre apply correspondingly unless individual provisions remain inapplicable due to the nature of the subject. The domiciliary rights can be enforced with measures that are selected and individually defined at the reasonable discretion of Leipziger Messe GmbH.

Leipziger Messe GmbH is free to make specific services dependent on the provision of reasonable cooperation by the exhibitor. In the context of the provision of digital services and particularly if subcontractors are used for this purpose, it is permissible to require the exhibitor to successfully complete a registration or authentication process even if this is to be executed directly between the exhibitor and the subcontractor.

18. Advertising, press, specialist lectures

18.1. Advertising of any kind is only permitted on the exhibition stand itself. Any advertising outside the stand, especially on wall surfaces, in corridors and staircases as well as in the aisles of the exhibition halls, is subject to a charge and is only permitted in agreement with Leipziger Messe GmbH and its commissioned advertising companies.

18.2. Advertising on behalf of third parties is not permitted. Leipziger Messe GmbH is

entitled to prohibit the distribution or display of unauthorised or improper advertising material and to confiscate existing stocks of such material for the duration of the event.

18.3. Leipziger Messe GmbH must be informed in good time about the organisation of press events and receptions. Journalists are granted admission to events organised by Leipziger Messe GmbH through accreditation with the press centre.

18.4. Photography and filming are generally permitted on the exhibition site. However, Leipziger Messe GmbH accepts no liability for the absence of third-party rights to the photographic images. Exhibits and stands of other exhibitors may only be photographed or filmed with the consent of the exhibitor concerned.

18.5. The exhibitor is solely responsible for the content of advertising.

19. Presentations – communication equipment

19.1. The operation of loudspeaker and music systems as well as video and photo presentations at an exhibition stand requires the prior written consent of Leipziger Messe GmbH. Permission will only be granted on condition that surrounding stands are not impaired.

19.2. Aisle areas may not be used for audiences. Presentations must be arranged in such a way that the aisle space is not significantly obstructed. In the case of doubt or dispute, representatives of Leipziger Messe GmbH will make the final decision.

19.3. For the utilisation or reproduction of copyrighted work of any kind, the



permission of the relevant licensing society (e.g. Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte – GEMA) is required under the terms of copyright legislation. Obtaining authorization to use copyrighted work or other protected rights is the sole responsibility of the exhibitor.

19.4. The use of radio, paging or radiotelephone equipment must be approved by the Federal Network Agency (Bundesnetzagentur) for the place of use. Before the start of the exhibition, Leipziger Messe GmbH must be notified of the relevant approval and the radio frequency used.

20. Liability

20.1. The exhibitor will be liable for any damage caused to Leipziger Messe GmbH as a result of participating in an event. Any fault on the part of the exhibitor's vicarious agents or assistants as well as its dependants and representatives will be deemed to be the same as that of the exhibitor itself. The exhibitor is advised to take out liability insurance for its participation in the trade fair.

20.2. The liability of Leipziger Messe GmbH is in accordance with the statutory provisions. In the case of minor negligence, Leipziger Messe GmbH will only be liable insofar as essential contractual obligations (cardinal obligations) are violated and only for damage that is typical for the contract and foreseeable. Liability for personal injury and under product liability law remains unaffected.

20.3. Leipziger Messe GmbH does not assume any duty of care for exhibition materials and stand equipment and also excludes any liability for damage and loss in this respect. The exclusion of liability is not limited by any security measures taken by Leipziger Messe GmbH.

20.4. Leipziger Messe GmbH does not guarantee or accept any liability:

- a) for the commercial viability of its website, as well as the quality or suitability for a particular purpose;
- b) for the uninterrupted or error-free operation of all the functions and contents of its website;
- c) for services, repairs or corrections that may result from the use of its website;
- d) for damage of any kind including sales losses or shortfalls in sales as well as any other direct or indirect damage that could arise from the use of its website and its functions and contents even if Leipziger Messe GmbH or one of its employees has been informed of the possibility of such damage;
- e) for the contents and functions of any websites that are linked to its website which have content outside the control of Leipziger Messe GmbH or for any losses that may arise from the use of such websites.

21. Reserved rights

21.1. Cancelling, interrupting, postponing or closing down an event

21.1.1. Leipziger Messe GmbH has the right in justified exceptional circumstances to change the time or location of the event or to shorten, discontinue, temporarily



interrupt, partially close or cancel the event. It is also entitled to impose hygiene measures to combat the risk of infection. An exceptional situation justifying such a measure exists if there are sufficient factual indications that the planned implementation or continuation of the event could lead to a direct risk to life and limb or to property of considerable value.

21.1.2. Leipziger Messe GmbH also has the rights specified in Section 21.1.1. if, due to force majeure (e.g. official orders or urgent official recommendations, industrial action, terrorist risks or other danger to life or limb, natural disasters), the smooth running of the event is impaired or endangered to such an extent that the purpose intended by the planned staging of the event cannot be achieved or can only be achieved with considerable restrictions for exhibitors, visitors or Leipziger Messe GmbH.

21.1.3. In its capacity as the organiser and owner of the exhibition site and its infrastructure facilities, Leipziger Messe GmbH will take the decision in accordance with Sections 21.1.1. and 21.1.2. at its own reasonable discretion. The decision must take into account the interests of all trade fair participants concerned (in particular exhibitors, visitors, conference participants, speakers, sponsors, etc.), with regard to both the purpose of the event and the necessary safety considerations.

21.2. Legal consequences of measures in accordance with Section 21.1.

21.2.1. In the event of complete cancellation before the start of the event, the

exhibitor will remain obliged to pay an appropriate amount to be determined by Leipziger Messe GmbH at its reasonable discretion but no more than 15% of the participation fee as a general reimbursement of costs. The relevant participation fee for this purpose consists of the stand rental and the media flat rate as well as any stand packages that have been booked. The prices are derived from Section 4.1. Leipziger Messe GmbH will be released from its contractual obligation of performance from the time of cancellation.

21.2.2. In the event of a rescheduling (in terms of location or time) or shortening of the event duration before the start of the event, the trade fair participation contract will be deemed to have been concluded for the new venue or period unless the exhibitor objects in writing to Leipziger Messe GmbH without delay but at the latest within two weeks of receipt of the relevant notification. In the event of an objection, the exhibitor must pay a contribution towards costs of up to 15% of the participation fee in accordance with Section 21.1.2.

21.2.3. In the event of premature termination (cancellation, shortening), temporary interruption or partial closure after the start of the event or in the event of a late start, the exhibitor's obligation to participate in the part of the event that has not been cancelled and to pay the full participation fee will remain in force. Leipziger Messe GmbH will reimburse the exhibitor on a proportional basis for the costs Leipziger Messe GmbH does not incur as a result of the



cancellation or partial closure (saved expenses).

21.3. Cancellation of the event for commercial reasons

At its reasonable discretion and after taking into account the justified interests of the trade fair participants, Leipziger Messe GmbH is entitled to refrain from holding the event if financial viability is not achievable or the number of registrations indicates that the industry coverage intended by the event is not guaranteed. Upon cancellation, the mutual performance obligations of the contracting parties will cease to apply. If a service has been paid for but not yet provided at the time of cancellation, Leipziger Messe GmbH will be obliged to refund any payments already made by the exhibitor. The cancellation will not give rise to any claims on the part of the exhibitor for reimbursement of expenses already incurred for its participation in the event or any claims for damages.

22. Intellectual property rights

The protection of inventions, designs and trademarks at trade fairs is governed by the statutory provisions of the Federal Republic of Germany. There is no additional protection at trade fairs. Patent applications should be submitted to the Patent Office before the start of the trade fair. At the exhibitor's request, Leipziger Messe GmbH will issue a certificate during the trade fair stating that a product or service has been exhibited under a specific trademark or design. This does not imply any liability on the part of Leipziger Messe GmbH in terms of

patent registration or priority in terms of the exhibition.

23. Contractual penalty

If the exhibitor violates one of the obligations specified in No. 7.1.5. (prohibition of exchange of areas), 7.3.2. (obligation to be present), 11.1. (appropriate goods/services), 11.2. (prohibition of sale), 12.2. (equipment/installations obtained from third parties), 12.5. (prohibited technical equipment), 18.1., 18.2. (prohibited advertising) or 19.1. (prohibited music systems), a contractual penalty of 2% of the total rental price for each infringement must be paid. If the infringement continues, payment will be due for each commenced hour of the infringement but not more than a total of 20% of the overall rental price.

24. Use of digital systems

The following conditions apply to any use of digital systems provided by Leipziger Messe GmbH for digital services.

All means of authentication used for access by the exhibitor, in particular user names, passwords, tokens, etc., are to be protected by the exhibitor against access and possession by third parties. The exhibitor may only make these accessible to its own employees in accordance with the need-to-know principle. The exhibitor is prohibited from making the means for any completed authentication accessible to third parties and/or from enabling third parties to access a user account, even by circumventing the authentication process. It is agreed that all actions taken with an exhibitor's user account will be attributed to the exhibitor



unless the exhibitor proves in an individual case that its user account has been mis-used by an unauthorised party for which the exhibitor is not responsible. Unless otherwise expressly agreed with the exhibitor in detail, the exhibitor has no claim to a specific configuration of the digital systems, particular visuals or the availability of certain functions. The design of the digital systems including their functionalities is exclusively subject to the discretion of Leipziger Messe GmbH.

The exhibitor is prohibited from uploading content to the digital systems which, through its nature or form or design or in any other way, violates German law or the prevailing moral standards in the country. Prohibited in particular are racist content, calls and incitements to violate the law, content that infringes the rights of third parties and incitement to hatred against persons, companies or other organisations. Prohibitions on uploading content also apply correspondingly to the setting of links insofar as content which may not be uploaded is accessible at the linked locations. The exhibitor must refrain from any activity that is likely to impair the operation of the digital systems or the technical infrastructure behind them or the rights of Leipziger Messe GmbH. This includes in particular the application of software, scripts or databases in connection with the use of the digital systems as well as the automatic readout, blocking, overwriting, modification and copying of data and other content

unless this is necessary for the proper use of the digital systems.

Recording of audio or video transmissions and permanent storage of content offered only as a live stream are also prohibited as well as screen scraping and other comparable procedures.

For cases in which personal data is transmitted to the exhibitor by Leipziger Messe GmbH, it is hereby stated by way of clarification that it is the exhibitor who is responsible as the controller for the further processing of data within the meaning of data protection law from the time of transmission.

25. Assignment of rights

The exhibitor grants Leipziger Messe GmbH an irrevocable, non-exclusive, royalty-free right of use to the posted content, unlimited in terms of space, time and content, and transferable to third parties. Leipziger Messe GmbH will be entitled to process, edit and utilise the content at any time. In particular, this includes the right to reproduction, the right to distribution, the right to public communication and in particular the right to make content available to the public. The exhibitor is prohibited from copying, distributing and publishing content that Leipziger Messe GmbH, other users or third parties have uploaded to the digital systems. The distribution and public communication of any content from the digital systems without the consent of Leipziger Messe is prohibited.

In the event of claims being made on the basis of an alleged or actual infringement of rights or violation of third-party rights, the



exhibitor indemnifies Leipziger Messe GmbH and its employees or agents against all claims by third parties arising from actions attributable to the exhibitor in connection with the use of the digital system. Furthermore, the exhibitor undertakes to reimburse Leipziger Messe GmbH for all costs incurred by Leipziger Messe GmbH as a result of claims made by third parties. Reimbursable costs also include the expenses that Leipziger Messe GmbH may consider necessary for an appropriate defence, both in fact and in law.

26. Data protection

Personal data collected from or provided by the exhibitor may be used for the fulfilment of Leipziger Messe GmbH's business purposes within the framework of the statutory data protection regulations. Leipziger Messe GmbH and its affiliated companies as well as its foreign representatives will also be entitled to use this personal data in order to provide regular information about the services provided by Leipziger Messe GmbH and its affiliated companies as well as its foreign representatives by letter, email, telephone or fax. An overview of these companies and foreign representations, some of which are located outside the European Union (EU) and the European Economic Area (EEA), can be found on the website: <http://www.leipziger-messe.de/unternehmen/kontakt/auslandsvertretungen/>. The exhibitor must ensure that the data protection requirements for the above uses are met by taking suitable measures (e.g. obtaining the consent of its employees).

The exhibitor will be liable to Leipziger Messe GmbH for any damage and expenses arising from a breach of this obligation and will indemnify Leipziger Messe GmbH on first demand against corresponding claims by third parties.

27. Closing provisions

27.1. All agreements, individual approvals and special arrangements require at least written confirmation by Leipziger Messe GmbH. Insofar as letters of approval contain the indication that they were created by Leipziger Messe GmbH by means of electronic data processing, they do not require any further formality (signature). If the exhibitor is already registered with Leipziger Messe GmbH as a customer for the event and has a personal account with a signature, orders/offers will also be effective if they are received digitally by Leipziger Messe GmbH using the applicable procedure.

27.2. Leipziger Messe GmbH exercises domiciliary rights in the entire trade fair area during the construction, operational and breakdown periods of the event. It is not permitted to bring animals onto the trade fair premises.

27.3. Contractual claims by the exhibitor against Leipziger Messe GmbH are subject to a limitation period of 12 months. The limitation period begins at the end of the month in which the closing day of the fair falls. Claims arising from intentional breaches of obligations are subject to the statutory limitation period.



Claims for compensation by Leipziger Messe GmbH due to changes or deterioration affecting any rented property are subject to a limitation period of one year from the time the rented property is returned to Leipziger Messe GmbH.

27.4. Insofar as the contractual partner is a business entity, a legal entity under public law, a special fund under public law or if the contractual partner does not have its registered office or general place of jurisdiction in the Federal Republic of Germany the place of performance and jurisdiction for all reciprocal contractual obligations including all payment obligations is Leipzig.

The law of the Federal Republic of Germany applies. The application of the regulations of the UN Convention on Contracts for the International Sale of Goods (CISG) to this contract is excluded. With regard to all contractual documents, the German text of these terms and conditions is binding.

Leipzig, June 2023

Leipziger Messe GmbH

