

# Messe Essen Terms and Conditions of Participation

## Structure:

- I) **Basis of the agreement – organisational matters:**
  - 1) General provisions
  - 2) Event, event organiser, points of contact
  - 3) Event location, duration and opening hours
  
- II) **Participation fees**
  
- III) **Scope of services**
  
- IV) **Payment terms**
  
- V) **General contractual terms**
  - 1) Conclusion of contract
  - 2) Approval conditions
  - 3) Placement of the exhibitor at the event
  - 4) Stand design, stand operation, sales regulations and product piracy
  - 5) Co-exhibitors, other companies involved
  - 6) Payment conditions
  - 7) Reserved rights, force majeure, cancellation and moving
  - 8) Limitation of liability
  - 9) Catalogue
  - 10) Advertising
  - 11) Premature termination of contract
  - 12) Photography and other pictorial records
  - 13) Waste disposal, cleaning, surveillance
  - 14) Supplementary provisions
  - 15) Severability clause
  
- VI) **Registration documents**
  - 1) Application form
  - 2) Co-exhibitor application form
  - 3) Stand system
  
- VII) **Data protection**

## **I. Basis of the agreement:**

### **1. General information**

By registering for SHK ESSEN 2020, the exhibitor provides legally binding acknowledgement of all aspects of the Terms and Conditions of Participation in the event. The Terms and Conditions of Participation as a whole form the legal basis for participation in the event and for Messe Essen GmbH (hereinafter also referred to as Messe Essen) to provide exhibition space to exhibitors, unless Messe Essen and the exhibitor (hereinafter also referred to as the Contracting Parties) have agreed otherwise in writing.

### **2. Event, event organiser, points of contact**

#### **a) Organiser and commercial sponsor:**

Messe Essen GmbH  
represented by CEO Oliver P. Kuhrt  
Messeplatz 1, 45131 Essen  
Registry court: AG Essen, HRB 2  
Telephone: +49 (0)201.72 44-0

#### **b) Name of the event:**

SHK ESSEN 2020

#### **c) Organisation:**

Senior Vice President  
Mrs. Sabina Großkreuz  
Telephone: +49 (0)201 72 44-539  
Telefax: +49 (0)201 72 44-513  
Email: sabina.grosskreuz@messe-essen.de

#### Head of Project

Mrs. Susann Selent  
Telephone: +49 (0)201 72 44-228  
Telefax: +49 (0)201 72 44-513  
Email: susann.selent@messe-essen.de

#### Coordinator Marketing

Mr. Matthias Gollan  
Telephone: +49 (0)201 72 44-625  
Telefax: +49 (0)201 72 44-513  
Email: matthias.gollan@messe-essen.de

#### Team leader Sales:

Ms. Marie-Theres Wahle  
Telephone: +49 (0)201 72 44-628  
Telefax: +49 (0)201 72 44-513  
Email: marie-theres.wahle@messe-essen.de

### 3. Event location, duration and opening hours

#### a) Event location:

Messe exhibition centre, Essen

#### b) Duration and opening hours

##### Setup times:

04<sup>th</sup> – 08<sup>th</sup> March 2020      6 a.m to 10 p.m  
 09<sup>th</sup> March 2020              6 a.m. to 10 p.m  
 Remaining work within the stand area until 10 p.m.

##### Duration / Opening hours for visitors:

10<sup>th</sup> – 12<sup>th</sup> March 2020      9 a.m. to 6 p.m.  
 13<sup>th</sup> March 2020              9 a.m. to 4 p.m.

##### Dismantling times:

13<sup>th</sup> March 2020      as of 4 p.m. within the stand area  
 to 16<sup>th</sup> March 2020      4 p.m.  
 All dismantling must be completed no later than 4 p.m. on the last dismantling day.

## II. Participation fees & advance payment of supplementary fees

The following prices will be charged for the basic package at the event. The prices are per square metre of floorspace:

|                             |         |
|-----------------------------|---------|
| Aisle Stand (1 side open)   | 155,00€ |
| Corner Stand (2 sides open) | 167,00€ |
| End Stand (3 sides open)    | 177,00€ |
| Island Stand (4 sides open) | 189,00€ |

With two-storey construction, 50 % of the rental price for the floorspace will be charged for the walkable area. Two-storey constructions must be approved by Messe management and with the Buildings Office (Bauordnungsamt) of Essen City Council. As the ceiling heights vary between halls, it will not be possible to accommodate such structures in all halls.

The minimum stand size is 20 square metres. The total shall be rounded up to a full square metre. Protrusions, pillars, installation connections and columns shall be deducted as one square metre. The participation fees do not include any stand partition walls.

The costs for installation of water, electrical, compressed air and telecommunication connections for the individual stands and the consumption costs and costs of all other services shall be charged to the exhibitor. Details of fees for these and other services can be found on the exhibition homepage at [www.shkessen.de](http://www.shkessen.de).

A fee will be charged in advance for these services (advance payment for supplementary costs) based on the billable services provided at the previous event. In the event of changes to the stand size in comparison to the previous year, the advance payment shall be adjusted in proportion to the increase or decrease in size. Exhibitors who did not participate in the last event shall pay € 30,00 per square metre in advance. This payment shall be invoiced no later than 6 weeks after the event along with the actual services ordered. Additional services requested at short notice or during the event itself can only be paid for in cash or by credit card.

The above-named services are subject to the general service-specific terms and conditions of supply, which form an integral component of this agreement.

Additional exhibitor IDs can be from Messe Essen.

The IDs are intended exclusively for the exhibitors designated by name and their stand personnel and authorised representatives and may not be transferred to third parties. In the event of misuse, the ID shall be confiscated without compensation. The confiscation of an ID shall not affect the right of Messe Essen to assert any further claims.

Complimentary exhibitor season tickets, free passes or vouchers are non-saleable passes that may not be resold or auctioned (e.g., on eBay). In the event of infringement, Messe Essen may confiscate the passes in question, withdraw from the Agreement and/or demand compensation for damages.

An additional amount of €0.60 per square metre shall be charged for the Association of the German Trade Fair Industry (AUMA).

In addition, every (co-) exhibitor shall be charged a flat-rate media fee of € 235,00.

In addition, each exhibitor will be charged an energy and environmental fee of € 4.50 per sqm. (The energy and environmental fee will be charged up to a stand area of 200 square meters).

Participation fees for non-profit organisations, and specifically for registered associations are available on request.

The participation fee and all other fees shall be charged in euros and are net prices, in addition to which value added tax in the amount legally required at the time of the event shall be charged and must be paid.

If, by the start of the exhibition, the exhibitor has not made the payments that are due, Messe Essen shall be at liberty to lock the stand or, at its own discretion, impose milder sanctions, such as locking the electricity or water supply.

Payment claims by Messe Essen cannot be offset by the exhibitor with counterclaims unless the counterclaims have been legally established at the time of receipt of the set-off declaration or have been recognised by Messe Essen. The same applies for rights of retention.

The exhibitor is not permitted to transfer any claims against Messe Essen to third parties.

### **III. Scope of services**

By concluding the agreement, the exhibitor orders a basic package of services at the participation fees specified in section II, which can be extended with separate orders from the range of services of Messe Essen.

The scope of services of the basic package consists of the following components:

- 1) Stand space  
Stand space will be allocated in accordance with the size confirmed in the approval

2) Exhibitor IDs:

The exhibitor is entitled to the following number of exhibitor season tickets as part of the basic package:

|                           |         |
|---------------------------|---------|
| Up to 20 sq m stand space | 3 each  |
| per additional 10 sqm     | +1 each |
| up to a maximum number of | 25 each |

The acceptance of any co-exhibitors does not increase the number of exhibitor IDs.

3) Cooperative visitor promotion

Messe Essen shall provide event-specific advertising material as part of the media package.

4) Marketing activities

Messe Essen shall promote the event locally with posters and permanent advertising surfaces, and internationally on its homepage.

5) Passing on the Association dues

The AUMA fee is paid by Messe Essen

6) Media package

The exhibitor's company address will be published on [www.shkessen.de](http://www.shkessen.de) together with details of their stand. Other services included in the media package are:

- Online-exhibitor-List
- Products and innovations at the trade fair for the press and visitors
- Stand events
- Match-Making
- Interactive hall-plan
- Visitor information system
- Customised banners
- Corporate News

#### **IV. Payment terms - General provisions**

1) General

The participant invoice shall be issued to the exhibitor after approval. Any objections must be made immediately, but no later than 14 days from receipt of the invoice. No later objections will be recognised. 50% of the invoice amount of the participant invoice are due for payment immediately. The remaining 50% of the invoice amount are due for payment no later than 3 months before the start of the event (10<sup>th</sup> of December 2019). Invoices for other services or supplies ordered separately shall be due on the invoice date, i.e. normally before the beginning of the event, but no later than at the time of service and supply. If invoices are sent to a third party at the exhibitor's instructions, the exhibitor shall remain the debtor nonetheless. Please make payments, quoting the invoice number and referencing the event concerned, to:

**Messe Essen GmbH**  
**Messeplatz 1**  
**45131 Essen, Germany**  
**Germany**

to one of the bank accounts listed below:

Sparkasse Essen, BIC SPESDE3EXXX, IBAN DE41 3605 0105 0000 2014 00  
National Bank AG, Essen, BIC NBAGDE3EXXX, IBAN DE12 3602 0030 0000 1415 42  
Commerzbank AG, Essen, BIC COBADEFFXXX, IBAN DE43 3604 0039 0112 3868 00  
Deutsche Bank AG Essen, BIC DEUTDEDEXXX, IBAN DE03 3607 0050 0210 9460 00

In the event of non-payment, interest in the amount of 9% above the respective base interest rate shall be charged on all invoices 30 days after their due date and date of issue; in addition, a warning and processing fee of €5.00 is due for each warning. If the payment deadlines are not met by the exhibitor (also due to incomplete payment for the space), Messe Essen may declare termination for the entire approved space and put it to other use.

Section 11, "Premature termination of the agreement", applies to reimbursement of costs. Messe Essen may retain the stand furnishings and exhibition materials brought by the exhibitor on the basis of the right of lien. Section 562a sentence 2 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) shall not apply unless a sufficient security already exists. If the payment is not made by the statutory deadline, Messe Essen may sell the objects retained on the open market after written notification. The Messe Essen is only liable for damage and/or loss of the pledged property in the event of intent or gross negligence.

#### 2) Information for exhibitors from non-EU Member States

The participation fees in section II of the Agreement are net prices, exclusive of any legally incurred value added tax and/or other consumption and/or service taxes. In the event that such taxes are caused by the services Messe Essen, these shall be due in addition to the agreed fees. The exhibitor is not entitled to deduct present or future taxes (including any potential taxation at source), contributions and/or fees from payments to Messe Essen. If and to the extent that the exhibitor is legally obligated to withhold and pay taxes, contributions and/or fees on behalf of Messe Essen, this withholding shall be borne by the exhibitor. The exhibitor guarantees the payment of the participation fees contractually agreed by the due date and shall pay the required contributions to the requesting authority at its own expense on behalf of Messe Essen by the legally stipulated deadline. The exhibitor shall forward the certificate of payment issued by the authority to Messe Essen within one week of receipt of the certificate.

#### 3) Information for exhibitors from EU Member States and/or Third Countries

Sales tax (VAT) shall be paid according to the recipient location principle (reverse charge). Exceptions to this rule are entrance fees, catering services and energy bills, for which a sales tax rate of 19% is currently applicable.

## **V. General contractual terms**

### **1) Conclusion of an agreement**

A basic package is ordered when the registration forms provided are filled in and submitted, including acknowledgement of these Terms and Conditions of Participation, the valid price lists and other guidelines.

The form must be filled in completely and bear a legally binding signature. Electronic registrations are only binding if they bear the name of the issuer and the qualified signature. The registration is binding regardless of confirmation and approval by Messe Essen. The exhibition contract between the exhibitor and Messe Essen shall come into effect at the point at which Messe Essen issues approval following receipt of registration. If the content of the approval differs from the content of the registration, the agreement shall be concluded in accordance with the approval issued, unless the exhibitor objects in writing within two weeks. However, different hall assignments and failure to consider special requests or other special features do not entail a right of objection.

Messe Essen is entitled to revoke the agreement concluded by the confirmation and the approval also issued if it was issued on the basis of incorrect preconditions or information or the approval preconditions later cease to be met.

## 2) Approval preconditions:

The event is open primarily to manufacturing companies, dealers and trading companies. As a general rule, only those exhibitors are approved whose products and services correspond to the event's offerings and fulfil the preconditions according to sentence 1. Messe Essen shall also decide on approval of an exhibitor on the basis of whether its exhibition programme matches the event's list of goods. Products that do not correspond to the event's list of goods may not be exhibited unless they are essential for the presentation and/or function of the actual exhibition object. No legal claim to approval exists unless entailed by law.

Exhibitors who have not met their financial obligations towards Messe Essen or have violated the Terms and Conditions of Participation, Technical Guidelines, general service-specific terms and conditions of business and supply, the site rules or legal regulations can be excluded from participation.

The exhibitor will be informed of his or her stand assignment when the approval is sent. If a change to the stand space is required at this point as a result of changes to the overall layout, the agreement concluded shall be modified in accordance with the approval, unless the exhibitor objects in writing within two weeks.

## 3) Placement of the exhibitor at the event:

The exhibitor shall be placed by Messe Essen taking into account whether the registered exhibition items form part of a specific theme and/or particular focus of the exhibition. Stand requests do not entail any claim to assignment to this space. The submission of special space requests, which will be considered when possible, does not represent a condition of participation. There is no guarantee of exclusion of the competition.

Messe Essen also reserves the right to change the placement of the exhibitor after the fact and assign it a stand in another position different from the stand confirmation, to change the size of its exhibition space, to move or close entrances and exits to the trade fair site or the halls and to make other structural changes if it has a substantial interest in such measures due to special circumstances. In this case, the exhibitor shall be entitled to withdraw from the rental agreement within two weeks of receipt of notification of such a change, if this change adversely and unreasonably affects its interests.

If the space is unavailable for reasons for which Messe Essen is not at fault, the exhibitor is entitled to a replacement space of equivalent value or a refund of the participation fee. No claim to compensation for damages exists.

## 4) Duty to ensure public safety, stand design, stand operation, premature dismantling, sales regulations, product piracy and food information regulations

### a) Duty to ensure public safety, stand safety

The exhibitor shall assume the duty to ensure public safety on the stand area allocated to them by Messe Essen. Exhibition stands, including furnishings and exhibits, as well as advertising media, must be set up in a sufficiently secure manner in order to ensure that public safety and order, especially as concerns life and health, are not endangered. The safety of the stand must be ensured during all stages of assembly and disassembly, and specifically for the construction, alteration and dismantling of the structure. The exhibitor is responsible for the structural safety of the stand and shall be obliged to provide proof of this where necessary.

Where there is a reasonable doubt as to the safety of a stand or of the public,

Messe Essen reserves the right to inspect stand structures, exhibits, advertising materials and similar items from the point of view of structural and public safety, or to arrange for them to be inspected by a qualified specialist at the exhibitor's expense, even if an approval has previously been issued.

### b) Stand design

The construction and design of the stand is the responsibility of the exhibitor. Stand construction is subject to Messe Essen's general regulations and Technical Guidelines. Messe Essen reserves the right to issue necessary directives (e.g., setting up stand partition walls or moving floor coverings).

If the exhibitor does not have its own stand construction system, the use of stand partition walls (back and side walls) is mandatory. Note that every exhibitor must order the back and side walls necessary for its stand. If the wall elements are not ordered and the stand space is surrounded by the stand neighbour's stand elements, the wall elements shall be invoiced according to the conditions named. If a ready-built stand or stand system with a built-in panel is not used, an external panel (30 cm in height) must be erected on all sides of the stand. The standard stand height is 2.50 m.

We reserve the right to impose further conditions on stand design.

Stand partition walls, floors, hall walls, pillars, installation and fire safety equipment and other permanent hall fixtures may not have items attached to them with adhesive or nails, be painted, or be otherwise damaged. The exhibitor shall bear costs for damages and be charged for them. Any pillars or installation or fire safety equipment located in the stand area are part of the allocated stand space and must be accessible at all times. Full details of floor coverings and how they can be secured can be found in the Technical Guidelines.

The design and structure of the exhibition stand must be such that exhibits, advertising space and objects on display do not impede neighbouring companies. Each stand must be constructed, designed and operated in such a way that visitors can look into the stand from the corridor without having to enter the stand itself. This can be achieved with open entrances or passages or with built-in transparent glass or plexiglass front parts.

The intended stand design, including the labelling, must follow clearly from the drawing. If ceilings of any kind are installed, additional ceiling drawings and sectional views of ceilings, as well as an explanation of the design, must be included in any case. Claims for damages, e.g. due to loss or damage to the blueprints, samples or documents submitted, are excluded, regardless of their legal basis.

#### c) Stand operation

During event opening hours, the stand must be staffed by sufficient personnel and remain accessible to visitors. Other stands may not be entered outside the daily trade fair hours without the permission of the stand proprietors. Legal regulations and administrative guidelines relating to the operation of the stand must be observed: Presentations may only be made in the stand space and must be done in such a way that no visual or acoustic nuisances to the neighbouring stands or obstructions in the stand or corridor spaces occur. In case of infringement, Messe Essen is entitled at its own discretion to prohibit presentations causing a nuisance or obstruction and terminate the agreement without notice in the event of repeated infringement. In this case the exhibitor releases Messe Essen from claims for damages asserted by other exhibitors due to disruptions.

#### d) Contractual penalty for premature dismantling

Stand dismantling may not begin until the last day of the trade fair after the end of the exhibition. If this requirement is contravened or if the obligation to man each stand with sufficient staff numbers during the opening hours of the event is not met, Messe Essen has the right to demand a contractual penalty of 25% of the net invoice amount of the stand rent. Further claims of Messe Essen remain unaffected.

#### e) Sales regulations

Sales and consulting may only take place in the approved stand space. Any exhibitor may market only such goods and services as are listed in the approval. In particular, statutory regulations (specifically the obligation to display the total price pursuant to the German Price Information Directive – Preisangabenverordnung-) must be observed.

Only goods corresponding to the list of goods may be exhibited, except for objects that merely serve as furnishings or for illustration. Products and services not listed in the approval may not be exhibited or offered. Special statutory regulations must be observed in the Federal Republic of Germany for the sale and exhibition of certain products (pharmaceuticals, easily inflammable substances, objects



requiring approvals). It is up to the exhibitor to procure and obtain commercial or health and safety approvals. Exhibition materials may not be delivered or removed from the stand until after the end of the event. Direct sales are not permitted. Each exhibitor may only take orders for the products listed in the registration. Exhibition materials may not be delivered or removed from the booth until after the end of the event.

f) Product piracy

Exhibiting items other than the items which have been registered for display at the exhibition is not permissible. Messe Essen is entitled to remove exhibits that do not correspond to the product group directory. Furthermore, Messe Essen is entitled to have exhibition objects removed from the stand if their display demonstrably contradicts the exhibition programme or antitrust principles or intellectual property rights.

The protection of inventions, samples and brands at trade fairs is based on the statutory regulations valid in Germany. No special trade fair protection exists. On the other hand, there is also no release from German regulations and the intellectual property rights of third parties that exist here. Patent applications should be submitted to the responsible patent office before the start of the trade fair.

Six-month protection from the start of the exhibition on the basis of the Law Concerning the Protection of Samples at Exhibitions of 18 March 1904 (Gesetz betreffend den Schutz von Mustern auf Ausstellungen) and the Trademark Reform Act of 25 October 1994 only applies if the Federal Minister of Justice has published a corresponding announcement in the Federal Law Gazette for a particular exhibition (exhibition protection).

In the event of demonstrable infringement of intellectual property rights (a judicial decision) by an exhibitor, Messe Essen is also entitled, but not obligated, to exclude the exhibitor from the event in progress and/or future events.

The exhibitor makes a binding and irrevocable declaration that it has created the products it exhibits itself or that they are permissible copies or imitations of other vendors or other third parties.

g) Food information regulation

The contractual partner is required to take note of their obligations in relation to food stipulated in the Food Information Regulation (Regulation (EU) Number 1169/2011 FIR).

**5) Co-exhibitors, other companies involved:**

Without the approval of Messe Essen, it is not permitted to surrender, exchange or otherwise transfer a rented stand or parts thereof to third parties for a fee or without payment; advertising for companies not named in the approval is not allowed at the stand.

The use of the stand space by multiple companies is only permissible if all companies represented there besides the exhibitor with whom the rental Agreement was concluded (main exhibitor) have additionally been registered with Messe Essen in writing as co-exhibitors and approved by Messe Essen. Companies represented with their own staff and exhibition material at the stand space rented by the main exhibitor must be registered as co-exhibitors. They are considered co-exhibitors even if they have close commercial or organisational ties to the main exhibitor. The approval of co-exhibitors is also based on the criteria of these Terms and Conditions of Participation.

Participation of co-exhibitors will be charged at a rate of € 900,00 per co-exhibitor. The main exhibitor shall be charged the costs associated with participation. These Terms and Conditions of Participation also apply to the co-exhibitors insofar as they apply. The exhibitor must also make this company aware of the Terms and Conditions of Participation and the supplemental provisions to it and have the company acknowledge the obligations arising for it towards the trade fair. Messe Essen reserves the right to contact co-exhibitors directly or via authorised third parties.

If the exhibitor fails to register co-exhibitors or makes incomplete or false statements in its registration, Messe Essen is also entitled to charge the participation costs subsequently according to its own findings as if proper registration had occurred. Furthermore, Messe Essen reserves the right to terminate the agreement with the main exhibitor without notice and to have the stand cleared at the main

exhibitor's expense. In this regard, the exhibitor waives the right of unlawful interference; it is not entitled to claims for damages.

If multiple firms wish to hire a trade fair stand jointly (joint main exhibitors), they are obligated to fill the stand with their own samples and staff it with their own personnel. Joint main exhibitors are liable for the participation costs and the services used as a joint debtor.

If a third party works on the setup of the trade fair stand or otherwise to organise the exhibitor's trade fair participation, the exhibitor may authorise this third party in writing, indicating the representative's address, to order legally binding services or make other declarations for the exhibitor and any co-exhibitors in connection with trade fair participation. All further event documents (stand configuration, Technical Guidelines, etc.) shall be sent to this company designated the authorised representative for use for the exhibitor.

## 6) **Payment terms:**

All prices are stated exclusive of the statutory sales tax (VAT).

50% of the participation costs incurred on the basis of the price list included in section II shall be due for payment immediately. The remaining 50% of the participation costs are due for payment no later than 3 months before the start of the event (10<sup>th</sup> of December 2019).

These participation costs shall be invoiced separately as per section IV.1. Prior and complete payment of the costs by the given payment deadlines is a precondition for use of the assigned exhibition space, for media entry and for issue of the exhibitor ID.

If it is necessary to reissue the invoice through no fault of Messe Essen, Messe Essen shall charge a processing fee of €20.00 (in words: twenty euros) for this.

If the deadline is missed, the payment is subject to interest in the amount of 9% over the base interest rate as per section 288 II, 247 BGB from the due date. In addition, a warning and processing fee of €5.00 shall be charged for each warning. If the payment deadlines are missed, Messe Essen is entitled to withdraw from the Agreement or make other use of the stand space.

For services (e.g. advertising material, electricity, water, telephone) that the exhibitor can make use of as part of its trade fair participation, a flat-rate advance payment (see section II) shall be charged regardless of the actual scope of the services ordered and shall be offset against the service bill no later than six weeks after the end of the event. The exhibitor is not entitled to interest on the advance service payment.

The advance payment for supplementary fees will be billed separately at the same time as the participation costs, and will similarly be due for payment immediately.

If the procurement of services of Messe Essen is delegated to third parties (e.g., stand builders), the exhibitor must already ensure the payment of the service costs in advance and document it; otherwise services are only provided third parties in exchange for a down payment (in cash or per credit card).

Joint main exhibitors, as well as and exhibitors co-exhibitors, are liable as the joint debtor towards Messe Essen for the obligations arising from this rental agreement and from ordering services.

## 7) **Reservations, force majeure, cancellation and moving:**

Messe Essen is authorised to move, shorten, temporarily close entirely, or cancel the trade fair for cause (e.g., industrial action, force majeure).

Messe Essen is entitled to refrain from carrying out the event under equitable discretion and with due consideration of the justified interests of the exhibitors if its commercial viability does not appear se-

cure. The cancellation or postponement is up to three months before the first running day of the trade fair. Cancellation annuls the contracting parties' reciprocal performance obligations; cancellation does not entail any claims for refund of expenses already incurred or compensation for damages. However, insofar as it is responsible for the cancellation, Messe Essen shall refund any payments already made to it by the exhibitor for services that had not yet been performed at the time of cancellation. In the event of complete or partial relocation or shortening, the Agreement shall be considered as concluded for the modified duration unless the exhibitor objects in writing by a deadline of two weeks from notification of the change. The agreed prices shall not be reduced. All services shall be performed within the scope of the available capacities.

If Messe Essen is forced to shorten an event that has already begun due to force majeure or for other reasons for which it is not responsible, the exhibitor shall not be entitled to complete or partial refund or to any waiver of the participation fee.

#### **8) Exclusion of liability:**

Messe Essen assumes no duty of care for the exhibition materials and stand equipment, but, as part of the service offerings of the event, does offer the option of concluding an exhibition insurance master agreement against insurable risks such as fire, theft, qualified theft, breakage or leakage, and water damage and damage due to transport to and from the location, by means of which the exhibitor can insure itself against any damage arising in the course of the event. A specific form for this purpose is available on [www.shkessen.de](http://www.shkessen.de). Damage must be reported in writing to the police and the insurance broker; in the event of theft, qualified theft or fire, the police and exhibition management must be informed within 24 hours. Compensation for damages is excluded if delayed reporting of damages by the exhibitor causes Messe Essen's insurance to refuse to cover the damage.

Apart from that, Messe Essen is liable according to statutory regulations insofar as the exhibitor asserts claims for damages based on intent or gross negligence, including the intent or gross negligence of its representatives or ancillary agents. Unless Messe Essen is accused of intentional breach of contract or in the event of culpable violation of essential contractual obligations by Messe Essen, liability for damages is limited to foreseeable damages. Liability for culpable fatal injury, bodily injury or injury to health remains unaffected.

The liability of Messe Essen shall be excluded unless stated to contrary above. This applies regardless of the legal nature of the asserted claim, in particular also to claims for damages arising from culpa in contrahendo, due to other violation of obligations or due to claims in tort for material damages or other financial losses as per section 823 I and II BGB. A claim to rent reduction only exists if remediation of defects of the rental object has failed or the Messe Essen has made no attempt to remedy the defects despite an appropriate additional deadline. The liability provisions above apply correspondingly to all services performed by Messe Essen in connection with the exhibitor's participation in the event.

Messe Essen has obtained liability insurance with appropriate coverage limits for the legal liability. The General Terms and Conditions of Liability Insurance (Allgemeine Versicherungsbedingungen für die Haftpflichtversicherung – AHB) apply. The insurance exclusively covers damages to third parties. Furthermore, the insurance does not extend to trade fair restaurants and special events not put on by Messe Essen.

The exhibitor must ensure sufficient insurance coverage for its own liability. The exhibitor is liable for damages of third parties arising during activities for the exhibitor as for its own culpability.

Messe Essen shall accept no responsibility for any potential hindrance which may arise in connection with the renovation of the exhibition centre.

#### **9) Catalogue:**

Messe Essen shall publish a catalogue for the event. Messe Essen, or a third party acting on its behalf,

shall provide the exhibitor with comprehensive information on entry and insertion options in a timely manner. Messe Essen shall also publish the exhibitors on line. Claims for damages for erroneous, incomplete or missing entries are excluded. The exhibitor is responsible for the content of the entries and any resulting damages.

#### 10) Advertising:

Exhibits, printed material or advertising material of any kind may only be exhibited within the hired stand for the exhibitor's own company, but not distributed in the hall corridors or elsewhere at the trade fair site. For information regarding regarding outdoor advertising and sponsorship activities of all kinds, please refer to Messe Essen's range of available services. Carrying or driving advertising media around, insofar as this is not covered by the service offerings of Messe Essen, and distributing printed material and samples outside the stand is expressly prohibited, as is approaching and surveying visitors outside of the stand.

Only trade fair related advertising activities of the exhibitor that do not violate applicable law, especially the Unfair Competition Act (Gesetz gegen den Unlauteren Wettbewerb), or common decency. Political advertising and political statements are prohibited unless the political statement falls within the scope of the event.

In the event that any advertising or statements disturb public order or the proper running of the event, Messe Essen shall be entitled, but not obliged, to demand that such activity cease and that the cause of the disturbance be removed. If this demand is not met, Messe Essen is entitled to extraordinary termination for cause. Messe Essen is also entitled to seize the disruptive material for the duration of the event. The exhibitor must bear the costs of removal of the advertising material used or installed without authorisation.

The same applies to advertising material that could give rise to complaints, as well as to advertising activities carried out without authorisation.

Details on approval of visual, moving or acoustic advertising material and product presentations (e.g. with a loudspeaker or film or video performance) can be found in section 4.7.7 of the Technical Guideline.

Fee-based permits for musical reproductions of any kind must be obtained by the exhibitor from Gema. All rate overviews can be found at [www.gema.de/messen](http://www.gema.de/messen).

Copyright regulations must be observed.

#### 11) Premature termination of the agreement:

Should a full or partial withdrawal from participation in the fair, or a termination of the agreement, be declared at the instigation of the exhibitor following binding registration or successful conclusion of an agreement, without significant grounds and without the express approval of Messe Essen for this declaration, the exhibitor shall be under continued obligation to pay the full amount of the participation fee regardless.

If Messe Essen approves the termination or withdrawal, and in cases of withdrawal or termination on relevant grounds, a flat-rate compensation fee (flat-rate fee for damages) amounting to 25% net of the cost of participation must be paid in order, among other things, to cover administrative expenses associated with re-letting the exhibition space. If the exhibitor demonstrates that that no damages have arisen for Messe Essen through the withdrawal or termination, or only damages significantly lower than the flat-rate damage fee, it shall provide correspondingly reduced compensation.

In the event of withdrawal or termination of the agreement, the main exhibitor shall also be charged the current advance purchase price for the professional visitor tickets it ordered and redeemed, regardless of when the cancellation was received by Messe Essen. The same applies to the professional

visitor tickets requested and redeemed by its co-exhibitors, who shall also be charged the advance purchase price in the event of withdrawal or termination of the main exhibitor.

Without prejudice to the right to assert further claims for damages, Messe Essen is authorised to withdraw from the rental agreement and any agreements on services or to terminate them without notice if the exhibitor fails to meet obligations arising from this agreement, the Terms and Conditions of Participation or the supplementary provisions after a subsequent deadline is set. Messe Essen is also entitled to such termination without notice if the exhibitor does not meet or no longer meets the preconditions for concluding an agreement, in particular if the exhibitor has changed its production programme to a degree that it can no longer be assigned to the trade fair's product directory. The same applies if the exhibitor ceases payment or a judicial insolvency proceeding or a corresponding proceeding according to the legal system of its country of origin has been applied for, or if the exhibitor's company is in liquidation.

In the event of termination of a stand rental agreement for one of the reasons listed, Messe Essen shall similarly be entitled to flat-rate damages amounting to 25% net of the participation fee.

In the event of extraordinary termination by Messe Essen due to culpable breach of contract (e.g. unauthorised transfer of stand space, breaches of intellectual property law, failure to carry out cleaning, dishonest advertising, failure to vacate by the deadline, illegal stand construction), Messe Essen shall be entitled to demand a contractual penalty of up to €10,000.00, with the amount to be determined on an individual basis at its discretion and, in the event of a legal dispute, to be reviewed by the responsible Regional Court (Landgericht). If a claim for damages also arises from the contractual breach, the contractual penalty shall be credited against the claim for damages. This shall not affect Messe Essen's right to assert any further claims.

## 12) Photography and other image capture:

Commercial image capture of any kind, especially photography and filming, are only permitted on the event site for persons approved to do so by Messe Essen with a valid ID issued by Messe Essen. Stand photography that is to take place outside of the daily opening hours and needs special lighting requires approval of Messe Essen. The costs incurred shall be borne by the exhibitor if not covered by the photographer.

Messe Essen and, with its approval, representatives of the press and television, are authorised to arrange for photographs, illustrations and film and video recordings to be made of activities at the event, of the exhibition installations and stands and of exhibited objects, and to use them free of charge in advertising or press releases, provided the exhibitor does not object to this.

All persons entering on spending time on Messe Essen premises are hereby informed that photography and film or video recordings may take place there. By entering the Messe Essen premises these persons agree that recordings of them, including portrait pictures, may be used in the context of reporting on the fair / exhibition concerned, on television as well as in privately produced films, in the print and online media, and in particular on websites, social networks and video platforms, unless they explicitly object to such use before entering Messe Essen premises.

## 13) Disposal, cleaning and surveillance

a) Section 6.1.1. of the Technical Guidelines informs the exhibitor of the waste disposal facilities available on the exhibition centre premises. The exhibitor is obligated to delegate disposal, subject to fees, to Messe Essen. If, after vacating the stand space, the exhibitor leaves behind rubbish or other objects, Messe Essen is entitled to have these removed and destroyed at the exhibitor's expense.

b) Messe Essen shall provide for cleaning of the grounds, the halls and the corridors. The exhibitor is responsible for cleaning of the stands, which must be completed daily before the event begins. In this regard the exhibitor also has the option of delegating cleaning, subject to fees, to Messe Essen or

companies approved by Messe Essen. If cleaning personnel are employed, their activities shall be restricted to a one hour period before the event opens to the public and one hour following the closure of the event each day.

c) Messe Essen shall provide general surveillance of the trade fair halls and adjacent open spaces for the duration of the trade fair. General supervision is provided during set-up and dismantling times. Messe Essen is entitled to take the steps necessary for monitoring and surveillance. General surveillance does not cover monitoring of the exhibitor's property. The general surveillance handled by Messe Essen does not limit the exclusion of liability for personal injury and material damage in particular.

The exhibitor itself must organise security for the exhibitor's property; the security can only be handled by security firms hired by Messe Essen. Valuable and easily removed items should be locked up by exhibitors, especially at night.

#### 14) Supplementary provisions:

The site rules, the product group directory and the Technical Guidelines, as well as other provisions the exhibitor receives before the beginning of the trade fair, are integral components of the rental agreement.

During the event the exhibitor shall be subject to the domiciliary rights of the exhibition company at all times while on Messe Essen premises.

Messe Essen is entitled to remove objects not removed by the dismantling deadline at the exhibitor's expense. Storage of these objects is not required; they may be disposed of. Messe Essen is solely responsible for the general heating, cooling, ventilation and lighting of the halls. All installations may only be performed by Messe Essen or third parties authorised by it. Within a stand, installations may also be performed by other specialist firms, which must be designated to Messe Essen in advance upon request. Messe Essen is entitled but not obligated to inspect the installations.

The exhibitor is liable for damages caused by its own installations. The exhibitor is also liable for all damage arising from uncontrolled consumption of energy. Messe Essen is only responsible for losses and damage arising due to disruption of the energy supply in accordance with section 6 of the General Conditions of Electricity Supply (AVBElt), section 18 of the Low Voltage Connection Act (NAV) and section 6 of the General Conditions of Water Supply (AVBWasserV).

Smoking in closed rooms within the exhibition grounds is forbidden at all times.

#### 15) Final provisions:

All claims of the exhibitor against Messe Essen must be asserted in writing. They shall expire within 12 months from the end of the year in which they arose. Arrangements deviating from these conditions must be made in writing.

German law with the exclusion of the UN Convention on International Sale of Goods of (CISG) applies exclusively. The place of fulfilment and jurisdiction shall be Essen. Alternatively, Messe Essen reserves the right to assert its claims before the court of the location of the exhibitor's registered seat.

Should individual clauses or conditions given above be or become invalid, the remaining conditions shall remain valid nonetheless. The resulting loopholes shall be closed in such a way that the sense and purpose of the agreement are maintained.

In case of doubt the German version of the present Terms and Conditions of Participation shall take precedence.

## VI. Registration documents

Registration shall be made exclusively with the included form with acknowledgement of these Terms and Conditions of Participation.

The registrations, filled in completely and with legally binding signatures, should be sent to:  
Messe Essen GmbH  
Messeplatz 1  
45131 Essen, Germany

Conditions and reservations listed in registrations shall not be recognised. Special space requests do not represent a condition of participation. Registration is binding.

The registration is not complete until received by Messe Essen. The information shall be stored and transferred to third parties for contractual fulfilment for the purpose of automatic processing of the registration. Registrations received after the registration deadline shall only be considered if sufficient space is available.

## **VII) Data protection**

Messe Essen takes the protection of its customer's privacy very seriously. Messe Essen collects and processes personal data in compliance with applicable data protection legislation, and in particular with the EU General Data Protection Regulation (GDPR).

The legal basis for the collection and processing of personal data is Art 6 (1)(b) GDPR. Personal data are gathered only to the extent necessary for organisational purposes and as contractually stipulated.. Under no circumstances are the gathered data sold or transferred to third parties for other reasons. Messe Essen will only forward data provided by the exhibitor to individual service providers and service partners for ancillary services related to the fair itself (e.g. provision of electricity supply, fair catalogue, stand construction). This occurs likewise for sending event-related offers, for information before and after the event, for event-related delivery of advertising and for communicating and updating our lists of exhibitors domestically and abroad.

The exhibitor has the right, at any time, of access to processed data relating to his/her person (Art. 15 GDPR), the right to the rectification of inaccurate data (Art. 16 GDPR), the right to erasure of personal data (Art. 17 GDPR), the right to restriction of data processing (Art. 18 GDPR), the right to data portability (Art. 20 GDPR) and the right to lodge a complaint to a supervisory authority for matters related to data protection (Art. 77 GDPR)

For further information please see the data protection provisions on our website, <https://www.messe-essen.de/data-protection/>.