

## Conditions of Participation of Messe Essen GmbH

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## General

- 1.1 These conditions for the Exhibitor's participation (the "Conditions of Participation") in Cable Car World 2024 (the "Event") are recognised and accepted in full by the Exhibitor on registering for the Event.
- 1.2 The Conditions of Participation form the legal basis for participation by the Exhibitor in the Event and for the handover of exhibition spaces by Messe Essen GmbH (the "Event Organiser" or "Messe Essen") to the Exhibitor. No Conditions of Participation or other general terms and conditions of the Exhibitor shall be accepted as valid. Deviations from these Conditions of Participation are only valid if Messe Essen and the Exhibitor (the "Parties" or, individually, each "Party") agree so in writing and sign such agreement in person.

## 2. Event Organiser and financial supporter

The organiser and financial supporter of the Event is:

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

## 3. Deadline for applications, application documents

- 3.1 The deadline for applications for the Event is 15.12.2023.
- 3.2 Registration can only be made via the attached form, with recognition of these Conditions of Participation.

Completed, legally binding, signed registrations are to be sent to

Messe Essen GmbH  
 Messeplatz 1  
 45131 Essen  
 Germany

- 3.3 Conditions and reservations set out in applications shall not be given consideration. Special spatial requirements are not a condition of participation. The application is binding; Section 9 of these Conditions of Participation apply in addition.
- 3.4 The application is only implemented once received by Messe Essen. For the purpose of automatically handling application data, the Exhibitor's information will be stored and transferred to third parties for the execution of the contract.
- 3.5 Applications submitted after the deadline will only be considered if sufficient exhibition space is available.

## 4. Contact

Senior Vice President Marketing:  
 Mrs Sabina Großkreuz  
 Telephone: +49 (0)201.72 44-539

Email: sabina.grosskreuz@messe-essen.de

Senior Vice President Corporate Development, IT & digitalization:

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Head of Project:

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 Email: andrea.hoelker@messe-essen.de

Coordinator Marketing:

Ms Anna Holthaus  
 Telephone: +49 (0)201.72 44-226  
 Email: anna.holthaus@messe-essen.de

Coordinator Marketing:

Mrs Ilka Zoppa  
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 Email: ilka.zoppa@messe-essen.de

**5. Event location, duration and opening hours**

**a. Event location**

The location of the Event is Essen, exhibition grounds (Messegelände)

**b. Duration and opening hours**

**Setup times:**

01. to 02.06.2024	7.00 a.m. – 8.00 p.m.
03.06.2024	7.00 a.m. – 8.00 p.m.

**Duration:**

04. to 05.06.2024

**Opening hours:**

Daily from 9.00 a.m. to 6.00 p.m.

**Dismantling period:**

05.06.2024 6.00 p.m. to 10.00 p.m.

From 6.00 p.m. within stand space

06.06.2024 7.00 a.m. to 8.00 p.m.

Dismantlement must be complete on the last day of this period by 8.00 p.m. at the latest.

**6. Participation fees and ancillary cost prepayment, no set-off, non-assignment**

6.1 The following net participation fees for the basic package apply to the Event. The prices are per square metre of floor space:

	Until 31.05.2023	From 01.06.2023
Row Stand	€ 255,55	€ 269,00
Corner Stand	€ 265,05	€ 279,00
End Stand	€ 274,55	€ 289,00
Island Stand	€ 284,05	€ 299,00

If the construction is two-storeyed, the upper storey will be billed by usable area at 50 % of the ground-floor price. A two-storey structure can only be approved with the agreement of the exhibition management and building regulation office (Bauordnungsamt) of the city of Essen. Because of the varying height of the halls, this is not possible in all of them.

The minimum stand size is 9 square metres. Areas are rounded up to the next full square metre. Projections, columns, installation connections and pillars are deducted at a full square metre. The participation fee neither includes outer stand walls nor stand construction.

- 6.2 The costs for the installation of water, electricity, pressurised air and telecommunications for individual stands, and the costs of consumption and other services, shall be billed to the Exhibitor. The fees for these and other services can be found on the Event homepage [www.cablecarworld.de](http://www.cablecarworld.de).

For these services, an ancillary cost prepayment shall be levied on the basis of the charges invoiced at the last event. In case of changes to the stand size in comparison to the preceding year, the ancillary cost prepayment shall be adjusted proportionately to the expansion or reduction that has taken place. Exhibitors who did not take part in the last event shall pay € 30,00 per square metre in advance payment. This shall be offset against the actual cost of services made use of at the latest seven weeks after the event.

For additional services made use of at short notice or during the event, payment in cash or by credit card is the only means.

The abovementioned services are subject to the general, service-specific terms and conditions that shall become part of this agreement.

Additional exhibitor passes can be generated at the latest three months before the start of the Event, for a fee, in the closed exhibitor area.

The exhibitor passes are exclusively intended for the named exhibitors, their personnel and employees; they may not be handed on to third parties. Misuse shall cause the pass to be withdrawn without replacement. Messe Essen retains the right to make further claims against the exhibitor in the case of such withdrawal.

Free exhibitor passes, tickets or vouchers are non-saleable and must not be sold off or auctioned (e.g. on eBay). Violation of this may cause Messe Essen to cancel the tickets in question, withdraw from the contract and/or demand restitution of damages.

An additional sum of € 0,60 per square metre shall be levied for the exhibitions and fairs committee of Deutsche Wirtschaft e.V. (AUMA).

Furthermore, for each (co-)exhibitor, a media flat rate of € 379,00 shall be charged.

In addition, an energy and environmental contribution of € 5,50 shall be levied from each exhibitor.

The participation fees for non-profits, particularly registered charities, can be received on request.

- 6.3 The participation fee and all other charges shall be calculated in euros and are net prices, alongside which the VAT shall be calculated and paid at the rate set in law on the date of the Event.

If, at the start of the construction period, the Exhibitor is not fully up-to-date with payment, Messe Essen has the right to forbid access to the site to the Exhibitor/fair constructors, to lock down the stand or impose milder sanctions such as cutting off the electricity or water supply.

- 6.4 The Exhibitor may not offset counter-claims against the claims for payment of Messe Essen, unless these counter-claims are determined to be legally binding or recognised by Messe Essen at the point in time the set-off declaration is received. The same applies to rights of retention.

- 6.5 The Exhibitor is not entitled to transfer claims against Messe Essen to third parties.

## 7. Scope of services

- 7.1 On the conclusion of the Exhibitor Contract, the Exhibitor is considered to have ordered a basic package of services at the prices listed in Section 6 which can be extended to include other paid orders from the range of services provided by Messe Essen.

- 7.2 The basic package consists of the following components:

- 1) Stand area
- 2) Stand area of the size confirmed in the approval
- 3) Exhibitor passes:

In the basic package, the Exhibitor is entitled to passes to the extent given below:

Up to 20 sqm stand area	2 per item
Every further 20 sqm	1 per item
Up to a maximum of	25 per item

The involvement of co-exhibitors will increase the number of passes by 2 passes per co-exhibitor.

- 4) Cooperative visitor advertising  
Within the basic package, Messe Essen provides event-specific advertising.
- 5) Marketing activities  
Messe Essen advertises the Event locally through posters and fixed advertising and internationally on its homepage.
- 6) Transfer of association fees  
Payment of the AUMA fee by Messe Essen
- 7) Media flat fee  
The Exhibitor will be published online at [www.cablecarworld.de](http://www.cablecarworld.de) with its address and fair stand information. Further services covered by the media flat fee are:
  - Online exhibitor list
  - Interactive Hall plan
  - Product and trade fair innovations for press and visitors
  - Stand actions
  - Visitor information system
  - Personal banner/ signature

- Match Making
- Media center

## 8. Payment terms

- 8.1 The invoice for participation will be sent to the Exhibitor after approval. Objections are to be raised at the latest 14 days after receipt of the invoice. Later objections will not be recognised. All participation invoices issued by Messe Essen are payable immediately. Invoices for other services or provision specially named in the contract are payable on the due date, i.e. as a rule before the event, but at the latest on the point of delivery or performance. If invoices are transferred by instruction of the Exhibitor to a third party, the Exhibitor nevertheless remains indebted to the same extent. Payments, giving the invoice number and reference to the Event, to:

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

to one of the following bank accounts:

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

All billed amounts accrue interest at 9 % above the base rate if unpaid 30 days after the due date and delivery of the invoice; in addition, Messe Essen reserves the right to charge an administrative fee of € 5.00 for each warning. If the Exhibitor fails to keep to the payment schedule (and if the space is not fully paid for), Messe Essen can terminate the agreement regarding the full space and dispose of it in another way.

Section 19 of these Conditions of Participation applies to the reimbursement of costs. Based on right of lien, for all obligations not fulfilled, Messe Essen can confiscate the Exhibitor's stand equipment and exhibited goods. § 562a clause 2 BGB does not apply if sufficient security is not already provided. Messe Essen can, if the payment is not made within the set deadline and after giving written warning, dispose of the retained objects by sale as it sees fit. Messe Essen is only liable for damage to and/or loss of the property in cases of malicious intent or gross negligence.

- 8.2 For exhibitors from non-EU countries, the participation fees under Section 6 of these Conditions of Participation are to be considered as net prices, not including any legally mandated VAT, excise duty and/or service taxes applicable in Germany. If such taxes are incurred through the use of Messe Essen services, they are payable in addition to the agreed fee. The Exhibitor is not entitled to reduce payments to Messe Essen by the amount of current or future taxes (including potential withholding taxes), duties and charges. If, and to the extent that, the Exhibitor is legally required to retain and pay taxes, duties and charges on behalf of Messe Essen, the cost of such retention is to be borne by the Exhibitor. The Exhibitor guarantees the payment of the contractually agreed participation fees by the due date and shall pay the taxes required at its own cost, on behalf of Messe Essen, by the legal deadline, to the authority demanding them. The certificate of payment issued by the authority shall be sent by the Exhibitor to Messe Essen within a week of receipt.

- 8.3 For Exhibitors from EU countries or third countries, VAT is based on the reverse charge principle. Exceptions to this are entry fees, catering services and energy consumption, to which the current VAT rate in Germany, 19 % at present, applies.

## 9. Conclusion of contract

- 9.1 Registration to participate as an exhibitor in the Event requires, as a prerequisite, the Exhibitor's use of the application form provided by Messe Essen for the Event and acceptance of these Conditions of Participation, the valid price list and other guidelines issued by Messe Essen. Conditions and reservations by the Exhibitor given in the application form will not be considered.
- 9.2 The application form must be filled out in full by the Exhibitor and signed personally in a binding manner. Electronic applications are only binding if provided with the name of the person making the declaration and their qualified electronic signature. The Exhibitor is bound to honour its application twelve weeks from its receipt by Messe Essen. If the Exhibitor is accepted to the event, they will receive written confirmation from Messe Essen (also called an "approval"), on receipt of which the contract comes into force between Messe Essen and the Exhibitor. If the content of the approval differs from the application, the contract shall come into force as per the approval unless the Exhibitor objects in writing within two weeks. Different hall assignments and the neglect of special wishes and other details are no grounds for objection.
- 9.3 Messe Essen is entitled to revoke the approval once given if it was issued on the basis of false premises or information, or the conditions for approval are later no longer fulfilled.
- 9.4 The deadline for applications is 15.12.2023. Applications received after this date will be placed on the waiting list as long as no overbooking has taken place.

## 10. Prerequisites for approval

- 10.1 The Event is first and foremost open to manufacturers, traders or commercial companies. Fundamentally, only those Exhibitors whose products and services fit with the Event and which fulfil the requirements of Clause 1 will be approved. Messe Essen also makes its decisions on exhibitor approval based on the relatedness of the Exhibitor's exhibition programme to the list of goods of the event. Products not fitting with the list of goods at the Event may not be exhibited, unless they are required for the presentation or functional operation of an actual exhibition object. There is no right to approval unless such arises in law.
- 10.2 Exhibitors who do not fulfil their financial obligations to Messe Essen or violate the Conditions of Participation, Technical Guidelines, general service-specific terms and conditions, house rules or legal provisions, can be excluded from participation.
- 10.3 If the approval deviates from the Exhibitor's information given in the application form, the Exhibitor Contract is considered concluded within the framework given by the approval, unless the Exhibitor objects in writing within two weeks of its receipt.

## 11. Exhibitor placement at the Event

- 11.1 Placement (assignment to stand areas) is made by Messe Essen at its own discretion based on the adherence of the registered exhibition items to an exhibition topic or focus. Registering placement wishes provides no right to assignment to such locations and is not a condition of the Exhibitor Contract nor of participation in the Event. No exclusion of competition shall be guaranteed.

- 11.2 Messe Essen reserves the right to reposition the Exhibitor retrospectively, to assign a different stand location from one already assigned and to change the size of the stand. Messe Essen is entitled to reroute or close entrances and exits to the exhibition area and to take other structural measures, if there is a justified reason for doing so.
- 11.3 If the stand area assigned to the Exhibitor is not available at no fault of Messe Essen, the Exhibitor is entitled to a replacement area of equal value or repayment of the participation fee. No claim for damages exists.
- 12. Legal duty to maintain safety, stand design, stand operation, premature dismantlement, sales regulations, product piracy and the food information regulation**
- a. Legal duty to maintain safety, stand safety
- 12.1 The Exhibitor takes on the legal duty to maintain safety in the stand area provided by Messe Essen. Exhibition stands, including installations, exhibits and advertising media, are to be set up stably, in such a way that public safety and order are not endangered, in particular, presenting no risk to life and health. Stand stability must be ensured at every stage of construction – particularly during set-up, conversion and dismantlement. The Exhibitor is responsible for stability and must provide proofs thereof if required. The Technical Guidelines of Messe Essen apply.
- 12.2 Messe Essen reserves the right to have stands, exhibits, advertising media and the like assessed at the cost of the Exhibitor for stability and risk to general safety, or to obtain expert analysis, if there is reasonable doubt that safety and stability are guaranteed – even if prior approval has been given.
- b. Stand design
- 12.3 Stand construction and design are the responsibility of the Exhibitor. For stand construction, the general requirements and Technical Guidelines of Messe Essen apply. Messe Essen reserves the right to issue necessary instructions (e.g. setup of outer stand walls, laying of floor coverings).
- 12.4 If the Exhibitor has no stand construction system of their own, outer stand walls (rear and side) and a floor covering are compulsory. It must be noted that each exhibitor must order the rear and side walls needed for their stand independently. If the wall elements are not ordered and the stand area is surrounded by elements of its neighbours' stands, the wall elements will be billed at the conditions listed. The standard height is 2.50 m.  
The right to make further requirements of stand design is reserved.
- 12.5 Outer stand walls, floors, hall walls, pillars, installations and fire safety equipment, alongside permanent elements of the hall, may not be painted over, nailed, covered with posters or otherwise damaged. Any damage shall be borne by the Exhibitor and billed to it. Any pillars, installations or fire safety equipment in the area of the stand is a part of the area provided and must be accessible at all times. The specifics of floor coverings and attachment options are to be found in the Technical Guidelines.
- 12.6 The design and building of the exhibition stand should take place in such a way that no neighbouring exhibitor is impeded by exhibits, advertising media or other exhibition objects. Each stand must be set up, designed and operated so that the visitor can see inside without actually having to enter it. This can be achieved by having open entrances/access points or by installing a transparent glass or plexiglass frontage.



12.7 The intended stand design and any signage must be clearly visible on the drawing. If installing roofs of any kind, additional roof drawings and cross-sections, with an explanation of the construction, must be provided. No claims for damages e.g. for loss or damage to the submitted drafts, models or documents shall be accepted, regardless of their legal basis.

c. Stand operation

12.8 The stand is to be kept accessible during the opening hours of the Event and operated with sufficient personnel. During the daily exhibition opening hours, other exhibitors' stands may not be entered without their owners' permission. When operating a stand, the legal provisions and administrative guidelines must be complied with: presentations may only take place on the stand area and must be arranged in such a way that no visual or acoustic nuisance is caused to neighbours nor impediment created for other stands and in the aisles. In case of violation, Messe Essen is entitled, at its own discretion, to prohibit irritating or obstructive presentations and, in case of renewed violation, to terminate the contract without notice. In this case, the Exhibitor exempts Messe Essen from claims made by other exhibitors because of disturbance.

d. Contractual penalty for premature dismantlement

12.9 Stand dismantlement may not take place until the end of business on the final day of the exhibition, at 6.00 p.m. If this clause, or the clause relating to the provision of sufficient personnel during opening hours to run the stand, is violated, Messe Essen is entitled to levy a contractual penalty from the Exhibitor.

A contractual penalty may be levied by Messe Essen from the (main) Exhibitor in the following cases:

- Non-provision of personnel (premature abandonment of the stand) or provision of insufficient personnel to the stand during Event opening hours, including to rented stands and regardless of the fact that prospectuses and decorative materials may have been left out.
- Premature arrival of means of transport in the hall – hand carts, trolleys or other (wheeled) devices – and introduction of packaging materials such as crates, boxes, pallets etc.
- Premature dismantlement: this includes both dismantling the exhibition stand and removing stand equipment/decorations, exhibits, advertising materials and prospectuses, and transporting them from the hall.

Messe Essen is entitled to levy the following contractual penalties from the (main) Exhibitor:

- On the first day of the exhibition: 25% of the net total of all invoiced participation fees and at least € 2,000.00 net;
- On the last day of the exhibition up to 12.00 p.m.: 20% of the net total of all invoiced participation fees and at least € 1,500.00 net;
- On the last day of the exhibition up to 3.00 p.m.: 15% of the net total of all invoiced participation fees and at least € 1,000.00 net;
- On the last day of the exhibition up to 6.00 p.m.: 10% of the net total of all invoiced participation fees and at least € 500.00 net.

Messe Essen retains the right to make claims on top of the contractual penalties.

e. Sales regulations

12.10 Sales and consultation may only be carried out in the assigned stand area. Each exhibitor is required only to sell those goods and services listed in the approval. The legal provisions

(particularly the right to price labelling under the German pricing act “PreisangabenVO”) are to be complied with.

12.11 Only goods corresponding to the goods catalogue may be exhibited, unless they are objects solely intended for functional or display purposes. Products and services not listed in the approval may not be exhibited or offered. For the sale and exhibition of certain products (medication, flammable materials, objects requiring authorisation) the particular legal requirements in the Republic of Germany are to be given consideration. The procurement and obtaining of commercial or health approval is the Exhibitor's responsibility. Exhibition goods may only be delivered or removed from the stand after the Event has ended. Beyond this, reference is made to Section 10 of these Conditions of Participation.

f. Product piracy

12.12 The exhibition of other objects than those registered is forbidden. Messe Essen is entitled to remove exhibits not corresponding to the goods catalogue from the stand. Furthermore, Messe Essen is entitled to have exhibits removed from the object if their presentation is incompatible with the exhibition programme or can be shown to violate competition principles or the intellectual property rights of third parties.

12.13 Protection for inventions, designs and brands at fairs is based on the legal provisions in force in Germany. No special fair protection can be guaranteed. On the other hand, no exemption from German law and the rights it accords third parties is given. Patent applications should be sent in before the start of the fair to the responsible patent office.

12.14 The six-month protection from the start of the Event based on the law on the protection of designs at exhibitions of 18 March 1904 and Trademark Law Reform Act of 25 October 1994 only applies if the Federal Minister of Justice has published a special declaration for a particular exhibition in the Federal Gazette (exhibition protection).

12.15 In the case of proven violations of intellectual property rights (a court decision) by an Exhibitor, Messe Essen is also entitled, but not obliged, to exclude it from the current Event and/or future events.

12.16 The Exhibitor makes a binding, irrevocable declaration that the products it exhibits have been created by itself or that they are permitted copies or imitations of those of other providers and third parties.

g. The Food Information Regulation

12.17 With regard to foodstuffs, the Exhibitor is made aware of its obligations under the Food Information Regulation (EU Regulation 1169/2011).

**13. Co-exhibitors, other involved companies**

13.1 Without approval from Messe Essen, it is not permitted to hand on, exchange or otherwise transfer a stand area or parts thereof, whether remunerated or unremunerated; no advertising may be displayed by companies not named in the approval.

13.2 The use of the stand by several companies is only permitted if all the companies represented there are registered additionally by Messe Essen as co-exhibitors of the Exhibitor with which the Exhibitor Contract was concluded, and have been approved by Messe Essen. Co-exhibitors to be registered are those companies represented alongside the main exhibitor on the assigned stand

by their own personnel and exhibits. They are considered co-exhibitors even if they have close economic or organisational connection with the main exhibitor. The acceptance of co-exhibitors is also guided by the criteria of these Conditions of Participation.

- 13.3 Participation by co-exhibitors is invoiced at € 900,00 per co-exhibitor. The calculation of the costs associated with participation is made by the main exhibitor. Otherwise, these Conditions of Participation are in force as applicable for co-exhibitors as well. The Exhibitor shall inform these companies of the Conditions of Participation and the supplementary provisions and make them aware of their obligations to Messe Essen. Messe Essen reserves the right to contact co-exhibitors directly or by way of third parties.
- 13.4 If the Exhibitor fails to register co-exhibitors or gives false or incomplete information in their registration, Messe Essen is entitled to charge the participation fees as it sees fit or to invoice in retrospect as if a proper registration had taken place. In addition, Messe Essen reserves the right to terminate the contract with the main exhibitor and have the stand cleared at the main exhibitor's cost. The Exhibitor to this extent waives its rights arising from adverse possession; it has no right to claim damages.
- 13.5 If several companies wish to share a fair stand (joint main exhibitors), they are obliged to provide the stand with their own designs and personnel. Joint exhibitors are jointly liable for the participation costs and any fees for services rendered.
- 13.6 If a third party is involved in stand construction or other matters relating to the organisation of the Exhibitor's presence at the exhibition, the Exhibitor may officially authorise these in writing, giving their address as representatives, to place legally binding orders for services or make other declarations connected with fair participation for the Exhibitor and any co-exhibitors. As a company named as an authorised representative, the third party will be sent all further event documents (stand confirmation, Technical Guidelines etc.) for the use of the Exhibitor.

#### **14. Payment terms, ancillary cost prepayment**

##### **a. Payment terms**

- 14.1 None of the amounts given include VAT.
- 14.2 Participation costs stated in the price list, Section 6 of these Conditions of Participation, are due immediately.
- 14.3 These participation costs shall be billed separately as per Section 8 of these Conditions of Participation. The full payment of the costs at or before their due dates is a prerequisite for the use of the assigned exhibition area and inclusion in media.
- 14.4 If the necessity for invoice correction arises through no fault of Messe Essen, Messe Essen shall charge an administrative fee of € 75.00 for this (in words: seventy-five euros).
- 14.5 In case of delayed payment, the right to levy lateness fees from the due date of 9 % over the base rate of interest as per §§ 288 II, 247 BGB is reserved. In addition, Messe Essen reserves the right to charge an administrative fee of € 5.00 per warning. If the payment deadlines are not upheld, Messe Essen is entitled to withdraw from the contract or otherwise dispose of the stand area.

##### **b. Ancillary cost prepayment**

- 14.6 For services (e.g. stand side walls, flooring, electrical installation) that the Exhibitor can make use of on the occasion of their participation in the fair, regardless of the actual scope of services ordered, a flat rate prepayment (see point II) shall be levied; it shall be offset against the final service bill at the latest six weeks after the end of the Event. The Exhibitor has no right to interest on the service prepayment.
- 14.7 The ancillary cost prepayment is billed with the participation fees and is payable immediately. If the ancillary cost prepayment is not, or not completely, paid within the deadlines imposed on the Exhibitor, Messe Essen is entitled to prohibit access to the premises by the Exhibitor.
- 14.8 If third parties (e.g. fair constructors) are commissioned by the Exhibitor to obtain services from Messe Essen, the Exhibitor shall insure payment of the service costs in advance and provide proof of this; otherwise, they will be provided to third parties only after immediate payment (by cash or credit card).
- 14.9 Joint main exhibitors and exhibitors with co-exhibitors are liable towards Messe Essen as joint debtors for the obligations arising from the Exhibitor Contract and orders for services.

## 15. Rights reserved, *force majeure*, cancellation and postponement

- 15.1 If the execution of the Event is fully or partially rendered impossible, or if it cannot be carried out in the way intended, because of an unforeseen event that is not the responsibility of Messe Essen, in particular, terrorist attacks, epidemics, pandemics, epizootics, natural disasters, eviction or shutdown ordered by the authorities, water damage, disruption to the gas, water and electricity supply and any other case of *force majeure*, Messe Essen is entitled to relocate, curtail, temporarily shut down or wholly cancel the Event. In case of event cancellation because of *force majeure*, the Exhibitor remains obliged, in case of cancellation from one month before the first day of the event, to pay 50% of the fees agreed for the Event to Messe Essen. In case of cancellation from four months to one month before the Event, it shall pay 25%. Any excessive payment made on the occurrence of *force majeure* shall be repaid to the Exhibitor by Messe Essen.
- 15.2 Messe Essen is entitled, at its own discretion and with consideration for the justified interests of the Exhibitor, to refrain from carrying out the Event if it appears not to be economically viable. Cancellation or postponement of the Event shall take place [three = annual event] [four = less regular event] months before the 1<sup>st</sup> day of the Event. On cancellation, the mutual obligations of the Partners are waived; claims for the reimbursement of expenses already incurred or for damages cannot be based on the cancellation. However, Messe Essen shall return any payments already made by the Exhibitor for services not rendered at the point of cancellation, if it is responsible for the cancellation. In case of complete or partial relocation or curtailment, the contract shall apply to the altered duration unless the Exhibitor objects in writing within a notice period of two weeks from the announcement of the alterations. No reduction of the agreed prices shall take place. The rendering of all services shall take place within the limits of the capacity available.
- 15.3 If Messe Essen is forced, because of *force majeure* or other reasons Messe Essen is not responsible for, to curtail an exhibition already begun or close it temporarily, the Exhibitor has no claim to partial or complete reimbursement, nor to the reduction of the fees to be paid by the Exhibitor to Messe Essen.
- 15.4 In cases of *force majeure*, the Exhibitor may not make further claims against Messe Essen.

## 16. Disclaimer

16. Messe Essen assumes no obligation to look after the exhibits and stand facilities, but does offer the opportunity, as part of Event services, to conclude an exhibition insurance contract against insurable damage such as fire, theft, qualified theft, breakage, leakage, water damage and transport damage, by which the Exhibitor may be insured against any damages arising during the Event. A form for this can be found separately at [www.cablecarworld.de](http://www.cablecarworld.de). Damage must be reported in writing to the police and insurance broker; in cases of theft, qualified theft or fire, the police and exhibition management are to be informed within 24 hours. No damages will be paid if an Exhibitor, by submitting a damage report late, causes Messe Essen's insurer to decline to pay the damages.
- 16.2 Otherwise, Messe Essen is liable to the legally established extent if the Exhibitor makes claims for damages based on malicious intent or gross negligence, including that of its representatives or agents. If Messe Essen is not accused of any malicious breach of contract, and in cases of culpable breach of essential contractual stipulations by Messe Essen, liability is limited to the foreseeable damages. Liability for culpable harm to life, limb and health is unaffected by these provisions.
- 16.3 If not otherwise agreed above, Messe Essen accepts no liability. This applies without consideration for the legal nature of the claim made and in particular to claims for damages relating to *culpa in contrahendo*, other breaches of obligation or tortious claims for compensation for material damage or other pecuniary loss as per § 823 I and II BGB. Claims for reduction can only be made if attempts to eliminate defects have failed or Messe Essen has not, despite reasonable time being given, made an attempt to rectify the defects. The above liability provisions apply, *mutatis mutandis*, to all services rendered by Messe Essen in conjunction with the Exhibitor's participation in the Event.
- 16.4 Messe Essen has concluded a liability insurance contract with suitable coverage for its legal liability. The general terms and conditions for liability insurance apply (in German: AHB). This insurance solely covers damage towards third parties. In addition, the insurance coverage does not cover fair accommodation nor special events not carried out by Messe Essen.
- 16.5 The Exhibitor shall ensure suitable insurance of its own liabilities. The Exhibitor shall be liable for damage to third parties arising on its assumption of activity and because of its own negligence.
- 16.6 Messe Essen accepts no liability for any impairments arising because of fair modernisation.

## 17. List of exhibitors

Messe Essen publishes a list of exhibitors for the Event. Exhibitors shall be informed in detail about the opportunities for inclusion and insertion in good time by Messe Essen or a third party. Messe Essen publishes exhibitors online. No claims may be made for damages relating to erroneous and incomplete entries, nor to non-inclusion. The Exhibitor is responsible for the content of entries and any damages arising therefrom.

## 18. Advertising

- 18.1 Exhibits, printed materials and advertising of all kinds may only be exhibited within the stand area provided based on the Exhibitor Contract by Messe Essen for the Exhibitor's own company: not in the aisles or elsewhere on the premises. With regard to external advertising and sponsoring of all kinds, attention is drawn to the range of services of Messe Essen. Carrying or conveying advertising media around the Event premises and distributing print materials and samples outside

the stand, if not covered by the services of Messe Essen, is prohibited, as is making contact with and asking questions of visitors outside the stand.

- 18.2 The Exhibitor is only permitted to engage in fair-related advertising measures that do not infringe on valid legal provisions, particularly the law against unfair competition, and that do not offend common decency. Political advertising and political statements are impermissible, unless such statements belong within the framework of the Event.
- 18.3 Messe Essen is entitled, though not obliged, to demand the cessation and/or removal of advertising or statements that disturb the peace within the Event. If such demands are not met, Messe Essen is entitled to extraordinary termination for cause. Messe Essen also has the right to confiscate the disruptive material for the duration of the Event. The costs of removal for unauthorised advertising shall be borne by the Exhibitor.
- 18.4 The same applies to advertising media that could give rise to complaints, and to unauthorised advertising.
- 18.5 Details on the approval of visual, mobile or acoustic advertising and product presentations (e.g. via loudspeaker, film or video presentation) can be found in the Technical Guidelines, Section 4.7.7.
- 18.6 Chargeable approval for musical playback of any kind should be obtained by the Exhibitor from GEMA. The lists of charges can be found at [www.gema.de/messen](http://www.gema.de/messen).
- 18.7 The provisions of copyright law are to be complied with.

## **19. Premature termination of the contract**

The Exhibitor is not entitled to withdrawal from or cancellation of the Exhibitor Contract. If, despite this, the Exhibitor does not take part in the Event, the Exhibitor shall pay Messe Essen the entirety of the fees agreed in the contract. Messe Essen retains the right to make further claims against the Exhibitor. The Exhibitor also remains obliged to pay the participation fee to the full extent if it has declared its withdrawal or termination of the contract within the set acceptance period.

- 19.2 If, despite the Exhibitor Contract, the Exhibitor does not take part in the Event, the Exhibitor will also be billed for any requested and redeemed expert visitor tickets ordered by it or any of its co-exhibitors, at the valid pre-sale price for the event.
- 19.3 Messe Essen is entitled to withdraw from the Exhibitor Contract and any contractual relationships with the Exhibitor relating to the Event if the Exhibitor does not fulfil its obligations towards Messe Essen despite the provision of a suitable period in which to do so. Messe Essen is also entitled to withdrawal if the conditions for conclusion of the Exhibitor Contract are no longer fulfilled by the Exhibitor, in particular, if the Exhibitor has changed its production range so far that it can no longer be assigned to a group of products within the Event goods catalogue. The same applies if the Exhibitor ceases payment, if insolvency proceedings are initiated over its assets, if such proceedings are requested under the law of its country of origin, or if the Exhibitor's company is in liquidation. In the above cases, Messe Essen is entitled to full compensation in place of the provision of 25% net of the participation fee. The Exhibitor retains the right to prove that Messe Essen is entitled to no or significantly lesser damages. Messe Essen retains the right to make further claims.
- 19.4 If Messe Essen withdraws because of a culpable breach of contract by the Exhibitor (such as unauthorised transfer of the stand area, violations of intellectual property rights, failure to clean,

engagement in unfair advertising, failure to clear the site on time, illegal stand erection), the Exhibitor is obliged to pay a contractual penalty of at least 6,000.00 EUR, to be set on a case-by-case basis by Messe Essen and assessed, in case of dispute, by the responsible state court. If, because of the contractual violation, claims for damages arise, the contractual penalty is to be offset against the claim. Messe Essen retains the right to make further claims.

## **20. Photography and other image recording**

20.1 Commercial image recording of all kinds, particularly photography and film, is only permitted within the Event premises to persons approved to engage in such activity by Messe Essen and in possession of a valid pass issued by Messe Essen. Taking images and film of stands outside the daily opening hours and requiring special lighting requires the approval of Messe Essen. The costs here shall be borne by the Exhibitor if not by the photographer in question.

20.2 Messe Essen and, with its approval, the press and television, are entitled to take photographs, drawings, film and video records of activity at the Event, exhibition structures, stands and exhibits, and to use them for advertising or press releases if the Exhibitor does not object.

20.3 All those entering the Messe Essen premises or remaining there are made aware of the possibility of photography, film and video recording there. By entering the Messe Essen premises, these persons agree that recordings may be made of them, including portraits, for reporting on the fair/exhibition in question, both as part of television coverage and privately produced films, in print and online media, on websites, social networks and video portals, unless they expressly object thereto on entering the premises.

## **21. Disposal, cleaning, surveillance**

21.1 The Exhibitor is informed of the waste disposal options on site in the Technical Guidelines, Section 6.1.1. The Exhibitor is obliged to commission Messe Essen with disposal, for a fee. If the Exhibitor leaves waste or other objects behind after clearing the stand area, Messe Essen is entitled to have these removed and destroyed at the Exhibitor's cost.

21.2 Messe Essen shall ensure the cleaning of the premises, halls and aisles. Stand cleaning is the responsibility of the Exhibitor and must be completed each day before the start of the Event. The Exhibitor has the option here of commissioning Messe Essen or an organisation subcontracted by Messe Essen with cleaning, for a fee. If it uses its own cleaning staff, they may only work during the hour before and after the daily opening hours.

21.3 General monitoring of the fair halls and adjoining open spaces is carried out by Messe Essen for the duration. During setup and dismantling times, there is general surveillance. Messe Essen is entitled to take the measures needed to ensure supervision and monitoring.

21.4 The general surveillance does not include supervision for the Exhibitor's property. The surveillance provided does not limit Messe Essen's limitation on liability for material damage and personal injury.

21.5 Special surveillance for exhibitor property shall be organised independently by the Exhibitor; this monitoring may not be taken on by the surveillance companies commissioned by Messe Essen. Valuable, easily removed objects should be kept under lock and key by Exhibitors, particularly at night.

## **22. Supplementary provisions**

- 22.1 The house rules, goods catalogue, Technical Guidelines and other provisions to be found online on the Event page apply.
- 22.2 During the entire event, the Exhibitor submits to the fair company's house rules across the entire premises.
- 22.3 Messe Essen is entitled to remove objects not taken away by the Exhibitor at the Exhibitor's cost once the dismantlement period has elapsed. These objects need not be stored; they can be disposed of.
- 22.3 Messe Essen is exclusively responsible for the general heating, cooling, ventilation and lighting of the halls. Any installations in this regard may only be carried out by Messe Essen or a commissioned third party. Within the stand, installations can be made by other specialist companies; Messe Essen should be informed of these in advance. Messe Essen is entitled, but not obliged, to inspect the installations.
- 22.5 The Exhibitor is liable for any damages caused by the installations. The Exhibitor is also liable for all damages caused by the uncontrolled consumption of energy. Messe Essen is liable for losses and damage caused by disruption to the energy supply only as per § 6 AVBElt, § 18 NAV and § 6 AVBWasserV.
- 22.6 Smoking is prohibited in enclosed spaces across the entire fair premises.

### **23. Final provisions**

- 23.1 All claims of the Exhibitor against Messe Essen are to be exercised in writing. They expire at the end of the year in which they were raised, and within 12 months.
- 23.2 Oral collateral agreements will not be entered into. Alterations or supplements to these conditions of participation, as well as alterations or supplements to the Exhibitor Contract, must be made in writing and signed in person. This also applies to an amendment, supplement or revocation of this clause requiring the written form.
- 23.3 These Conditions of Participation and the Exhibitor Contract are subject exclusively to German law to the exclusion of the CISG. The exclusive place of performance and jurisdiction is Essen, Germany. Messe Essen retains the right instead to present claims to the court in the place where the Exhibitor is headquartered.
- 23.4 If individual provisions of these Conditions of Participation or the Exhibitor Contract are or become wholly or partially invalid, the validity of the remaining provisions is unaffected. In place of the wholly or partially invalid provision, a valid one shall be considered in force which comes as close as possible to its original economic purpose. The same applies to any loophole in these Conditions of Participation.
- 23.5 The German versions of these Conditions of Participation and the Exhibitor Contract hold sole validity in each case.

<b><u>Data protection</u></b>
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1. For Messe Essen, protecting our customers' private sphere is very important. Messe Essen collects and processes personal data in compliance with the valid data protection legislation, in particular the EU General Data Protection Regulation.
2. The legal basis for the collection and processing of data is Art. 6 para. 1 (b) GDPR. Personal data are only collected to the contractually/organisationally necessary extent. In no case are the collected data sold or otherwise transferred to third parties. The data provided by the Exhibitor shall only be transferred by Messe Essen to individual service providers and partners for services supporting the exhibition (e.g. electricity connection, fair catalogue, stand construction). This also applies to the sending of offers accompanying the Event, for information before and after the Event, for the Event-related mailing of advertising and for the transmission and updating of our exhibitor lists at home and abroad.
3. The Exhibitor has, at all times, the right of access to the personal data relating to its person (art. 15 GDPR), the right to rectification of incorrect data (art. 16 GDPR), the right to erasure of the personal data (art. 17 GDPR), the right to restriction of processing (art. 18 GDPR), the right to data portability (art. 20 GDPR) and the right to complain to a regulatory authority on data protection matters (art. 77 GDPR).

Messe Essen GmbH would also like to draw your attention to the data protection statement on the website

<https://www.messe-essen.de/datenschutz>.