

General Terms and Conditions for Participation at Cleanzone digital 2020 (as of: 10/2020)

1. Organiser

(1) The Organiser is
Messe Frankfurt Exhibition GmbH
Ludwig-Erhard-Anlage 1
60327 Frankfurt am Main
Germany
Phone: +49 69 75 75-0
Telefax: +49 69 75 75-64 33
www.messefrankfurt.com

(2) Location-dependent services are provided by Messe Frankfurt Venue GmbH and Messe Frankfurt Medien und Service GmbH, and then invoiced to the Exhibitor.

2. Scope of Application

(1) The General Terms and Conditions for services in connection with Cleanzone digital 2020 are an integral part of the agreements entered into between Messe Frankfurt Exhibition GmbH (hereinafter "MFE") and the Exhibitor on the subject of the Cleanzone Digital Package. MFE objects to the validity of any deviating General Terms and Conditions of the Exhibitor.

3. Participation; Company Information

(1) The Cleanzone Digital Package advertised by MFE comprises descriptions of services which, however, do not constitute a binding offer by MFE.

(2) Anyone who wishes to participate as an Exhibitor at the event, declares its wish to do so by completely filling out the form 'Intention to Exhibit' on the MFE online portal and submitting it electronically. With the Intention to Exhibit, the Exhibitor declares to MFE its sincere interest in participating in the event as an Exhibitor.

The Intention to Exhibit is valid for the event in the time period specified. The submission of an Intention to Exhibit does not guarantee participation.

(3) The Exhibitor will receive an electronic confirmation of receipt for its Intention to Exhibit, which is no confirmation of participation within the meaning of clause 4(3).

(4) By submitting the Intention to Exhibit, the Exhibitor confirms its liability for sales tax (entrepreneur/non-entrepreneur). If the status is specified as liable (entrepreneur status), the Exhibitor confirms, in particular, the correctness and validity of its tax number, or VAT ID number within the EU, on the date of receiving the service and that the service is received exclusively for its entrepreneurial activities. This declaration (including any tax number or VAT ID number specified) will also be deemed to apply to all future transactions. The Exhibitor agrees to declare immediately if its sales tax status changes, the tax number or VAT ID number change or become invalid, or if the service is obtained for non-entrepreneurial activities. All Exhibitor information provided in the Intention to Exhibit and this declaration (including the Exhibitor's entrepreneur status for VAT purposes, specified tax number or VAT

ID number) are standard information forming the basis for all Messe Frankfurt stand rental services and services provided to the Exhibitor.

In case of a change of name/change of legal form, the new company shall, with legally binding effect, assume all existing liabilities vis-à-vis Messe Frankfurt GmbH and its subsidiaries. The legal successor is obliged to inform MFE of the new tax number or VAT ID number, if it has entrepreneur status.

The company declaring its intention to exhibit will be a Contracting Partner and beneficiary of services. To distinguish whether the service is intended for the management headquarters or a permanent establishment of the company, the registrant must declare that the services are intended exclusively or primarily for the specific entity whose address and associated tax number or VAT ID number are specified in the Intention to Exhibit.

(5) MFE is not liable for consequences or damages that may arise directly or indirectly from false, misleading, inaccurate or incomplete information in the Intention to Exhibit, or based on any other communications from the Exhibitor. MFE reserves the right to disregard Intention to Exhibit forms that have been filled out inadequately or incompletely or sent in late.

4. Registration

(1) MFE is to present the Exhibitor with a written non-binding Stand Space Proposal. The Stand Space Proposal requires the Exhibitor's written consent within the specified response time. The Exhibitor's Stand Space Acceptance represents the contractual offer from which the Exhibitor cannot unilaterally withdraw after it has been received by MFE. The contract with MFE regarding participation in the event shall become effective upon confirmation of participation by MFE, which constitutes acceptance of the contract. Stand Space Acceptance does not constitute a right to participate.

The Exhibitor will receive electronic confirmation of its Stand Space Acceptance, which is no confirmation of participation within the meaning of clause 4(3).

(2) By submitting the Stand Space Acceptance, the Exhibitor acknowledges MFE's General Terms and Conditions as legally binding.

(3) The Participation Contract between the Exhibitor and MFE becomes legally binding when the written confirmation of participation, stating the agreed scope of services, is sent to the Exhibitor. The Participation Contract is valid for the specified period.

(4) Participation at Cleanzone digital 2020 is reserved exclusively for Exhibitors who, in terms of themes, relate to the product groups listed in the Intention to Exhibit. MFE shall be able to determine, at its own discretion, whether this is the case.

(5) MFE may use external companies and/or subcontractors to provide the agreed services.

5. Prices, Payment Terms, Right of Retention

(1) Unless agreed or stated otherwise, the prices quoted by MFE shall be net prices in euros. They are subject to value added tax at the rate in effect at the time.

(2) MFE's invoices shall be due for payment immediately on the invoice date and without any deductions.

(3) The Exhibitor shall not have any rights of offset unless its counterclaims have been legally established or acknowledged by MFE.

(4) The Exhibitor shall not have any rights of retention or rights to refuse performance unless such rights are based on the same contractual relationship as MFE's claim and the counterclaims have arisen due to a gross breach of contract by MFE.

6. Profile Maintenance / Responsibility for Contents

(1) The Exhibitor alone is responsible for the proper and timely maintenance of its profile. The Exhibitor must ensure that its contents correspond to the product groups it has registered and that they are available at the start of the event. In addition, the Exhibitor must ensure that visitors can contact it for the duration of the event or during the event times via the digital services offered in connection with Cleanzone.

(2) The Exhibitor alone is responsible for the content published in the profile or any damages resulting therefrom. The Exhibitor is responsible for the content and lawfulness of the images and text documents provided for or posted in the Exhibitor's profile. The Exhibitor represents and warrants that the contents provided by it do not infringe any IP rights or other rights of third parties. MFE is not required to check whether the information provided by the Exhibitor for the provision of services infringes or may infringe any IP rights or other rights of third parties.

(3) MFE reserves the right to refuse to publish data or advertising material on the grounds of its content, origin or technical form for objectively justified reasons if, in MFE's dutiful judgement, the content thereof violates laws, official regulations or public morals, or if MFE cannot reasonably be expected to publish such data or advertising material. In doing so, MFE will take into account not only the content but also the overall visual appearance of the content from a qualitative and aesthetic point of view. The Exhibitor shall be informed immediately if publication is refused.

(4) In the event of a breach of the obligations incumbent on the Exhibitor under paragraphs (1) and (2) above, the Exhibitor shall be obliged to indemnify MFE against any potential claims for damages and other claims by third parties, to pay for all losses arising from the breach of IP rights or other rights, and, if requested by MFE, to make advance payments in this respect.

7. Warranty for defects

(1) The Exhibitor shall review its published profile and promptly report any deficiencies. If, despite a careful review, a deficiency becomes apparent only at a later date, the Exhibitor must report such deficiency promptly upon becoming aware of it.

(2) In any case, notification of deficiencies must be received by MFE in text form no later than seven days after the conclusion of Cleanzone digital 2020.

(3) As a matter of principle, the only remedy the Exhibitor has under the warranty is to demand the rectification of deficiencies.

(4) As a matter of principle, the Exhibitor may only demand a rescission of the Contract or a reduction in payment if the rectification of the deficiencies has failed, is no longer possible due to the lapse of time (e.g. ending of the event), or is unreasonable for MFE.

(5) MFE may refuse the rectification of deficiencies as long as the Exhibitor has not properly fulfilled its contractual obligations.

(6) If notification of deficiencies is given late, any warranty claims shall expire entirely.

(7) MFE does not guarantee that the profiles will be available safely and without errors at all times.

(8) The warranty period shall be one year. It shall commence with the acceptance of the service or, if acceptance is not possible due to the nature of the service, at the end of 31 December 2020, after the event has concluded.

8. Liability for Damages/Compensation of Costs

(1) As a matter of principle, all claims for damages against MFE are excluded. However, this shall not apply

- in the case of culpable injury to life, limb or health by MFE or any employee, staff member, representative or other vicarious agent of MFE (hereinafter referred to as the MFE Team);
- if the damage claim is based on wilful or grossly negligent conduct on the part of MFE or the MFE Team;

- in the case of breach of a warranty given by MFE;

- in the case of mandatory statutory liability, for example under the German Product Liability Act; and

- if MFE or the MFE Team negligently breaches a material contractual obligation. In the event of MFE or the MFE Team negligently breaching a material contractual obligation, MFE's liability shall be limited to the foreseeable damage typical of the Contract. A material contractual obligation is a contractual obligation the fulfilment of which makes the proper execution of the Contract possible in the first place and on the observance of which the Contracting Partner regularly relies and may rely. The above provisions do not imply any change in the burden of proof to the detriment of the Contracting Partner and do not preclude any claims expressly granted in these General Terms and Conditions of Contract.

(2) Where MFE's liability is precluded or limited pursuant to the foregoing provisions, this shall also apply to the personal liability of MFE's employees, workers, staff, other vicarious agents, and representatives.

9. Contract Term

(1) The Contract shall end with the conclusion of the Cleanzone digital 2020 event. An early termination of the Contract shall not be possible. Any contractual or statutory rights of rescission, revocation, termination or avoidance shall remain unaffected.

(2) MFE shall, in particular, have the right to terminate the Contract with immediate effect if, due to the Exhibitor's conduct, MFE can no longer reasonably be expected to adhere to the Contract. This shall be the case, for example, if the Exhibitor is in default with a not insignificant portion of its payment obligations toward MFE, or if the Exhibitor repeatedly breaches any other contractual obligation. MFE shall be entitled to terminate the Participation Contract by registered letter to the Exhibitor's last known address without complying with a notice period and without prejudice to the Exhibitor's further liability for the full participation fee.

10. Unforeseen Events

(1) In the event of a compelling reason for which MFE is not responsible (e.g. industrial action, regulatory or statutory order) or force majeure (e.g. extreme weather conditions, catastrophes, war, risk of terrorism, fire, endangerment of life or health of participants), MFE's performance deadlines shall be extended by the period and to the extent of the existence of the compelling reason or force majeure. The affected contractual obligations of MFE shall cease to apply altogether if a compelling reason or event of force majeure persists.

(2) If it becomes apparent that the event will not be able to achieve the desired success for the Contracting Partners due to insufficient exhibitor participation or unexpectedly low visitor interest, MFE may cancel the event. The corresponding cancellation notice shall be forwarded to the Exhibitor promptly after the above-mentioned circumstances become apparent. MFE shall not be liable for compensation of expenses or damages if the cancellation is made in due time.

11. Place of Performance and Place of Jurisdiction

(1) Where the Exhibitor is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or an agency holding a special fund under public law, the place of performance and place of jurisdiction for all obligations and claims arising from the contractual relationship for the Cleanzone Digital Package shall be Frankfurt am Main. This shall not affect the possibility of an exclusive place of jurisdiction. MFE shall also be entitled to assert claims at the court having jurisdiction for the Exhibitor's registered office.

(2) The courts in Frankfurt am Main shall also have jurisdiction in case of contentious collection proceedings. As soon as the collection proceedings become part of the legal dispute and the matter is referred ex officio to the competent court at the debtor's general place of jurisdiction, an application must be filed to have the matter transferred to the competent court in Frankfurt am Main.

(3) German law and the German text of these General Terms and Conditions shall apply exclusively. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

12. Other Provisions

(1) Should individual provisions of the Contract for the Cleanzone Digital Package or other provisions of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, the remaining provisions of the Contract and of the General Terms and Conditions shall not be affected thereby.