

# Terms and Conditions (as of 03 / 2018)

## Greenshowroom and Ethical Fashion Show Berlin

### 1. Organiser

(1) Events and event organizers

The event Greenshowroom is a fair in the sector of fashion and fashion accessories produced through ecological and socially responsible processes in the luxury segment, hereinafter referred to as Greenshowroom. The event Ethical Fashion Show Berlin is a fair in the sector of fashion and fashion accessories produced through ecological and socially responsible processes in the street and casual wear segment, hereinafter referred to as Ethical Fashion Show.

(2) The organiser is

Messe Frankfurt Exhibition GmbH  
Ludwig-Erhard-Anlage 1  
60327 Frankfurt am Main  
Telephone: +49 69 75 75-0  
Telefax: +49 69 75 75-64 33  
www.messefrankfurt.com

hereinafter referred to as ‚MFE‘.

### 2. Participation; Company Information

(1) Anyone who wishes to participate as an exhibitor at the respective event, declares its wish to do so by completely filling out the form ‚Intention to Exhibit‘ in MFE’s online portal and by submitting it electronically. With the Intention to Exhibit, the exhibitor declares to MFE its sincere interest in participating in the respective event as exhibitor. The Intention to Exhibit applies to the event period specified in this document. The submission of an Intention to Exhibit does not constitute a right to participate.

(2) The exhibitor will receive an electronic acknowledgement of its Intention to Exhibit, which is not an exhibit confirmation within the meaning of clause 6.

(3) By submitting the Intention to Exhibit, the exhibitor confirms its VAT status (entrepreneur/non-entrepreneur).

In case of declared entrepreneurial capacity this specifically applies to the correctness and validity of its tax number or VAT ID number within the EU as of the date on which the service and entitlement to the service exclusively for its business group. This statement (including a specified tax number or VAT ID number) shall also apply to all future transactions as used. The exhibitor agrees to declare immediately if its VAT status changes, the tax number or VAT ID number changes/becomes invalid or the service is to be used for non-business purposes. All exhibitor information contained in the Intention to Exhibit and this statement (including a specified tax number or VAT ID number) are the uniform basis for all Messe Frankfurt stand rental and services to the exhibitor.

In case of a change of name/change of the legal form, the new company shall legally bear all liabilities existing against Messe Frankfurt GmbH and its subsidiaries. The legal successor is obliged to inform MFE of the new tax number or VAT ID number.

The company, which declares its participation, will be contractor and beneficiary of services. For the differentiation, of whether the service is intended for the management headquarters or a permanent establishment of the company, the applicant is to declare that the services are intended exclusively or mainly for a particular entity, its address and associated tax number or VAT ID number specified in the Intention to Exhibit.

(4) The MFE is not liable for the consequences or damages that may arise directly or indirectly from false, misleading, inaccurate or incomplete information in the Intention to Exhibit or based from other details of the exhibitor. It reserves the right not to accept inadequate or insufficiently completed and late submitted Intention to Exhibit forms.

### **3. Admission**

(1) MFE is to present the exhibitor with a written Stand Space Proposal. The Stand Space Proposal requires the written consent of the exhibitor within the response time set. The exhibitor's Stand Space Acceptance represents the contractual offer from which the exhibitor cannot unilaterally withdraw from after its receipt by MFE. The contract with MFE regarding the attendance at the event shall become effective upon the exhibit confirmation by MFE, which represents the acceptance of the contract. The Stand Space Acceptance does not constitute a right to participate.

The exhibitor will receive an electronic acknowledgement of its Stand Space Acceptance, which is not an exhibit confirmation within the meaning of clause 6.

(2) By submitting the Stand Space Acceptance the exhibitor acknowledges the General Terms and Conditions, the Technical Guidelines, event-related special provisions as well as the house rules of MFE as legally binding.

(3) The MFE decides on the participation of the exhibitor at its legal discretion. In particular, it hereby reserves the right to make an ultimate decision regarding the event segment (luxury or street and casual wear segment) to which the exhibitor and its products belong. Taking into account the space available for the event and the purpose and structure of the event, MFE is entitled not to allow exhibitors to participate. The exhibitor cannot rely on the participation of past events. Companies that have not fulfilled their financial obligations to the MFE from previous events or have violated the house rules or the Terms and Conditions, Technical Guidelines or other special event provisions of the MFE during previous events, can be excluded from admission. The exhibitor has no right to claim damages.

(4) Manufacturers whose products to be exhibited correspond to the commodity groups of the event as well as the sustainability criteria established by the MFE are authorised to participate as exhibitor. The same applies to trade publishers with the appropriate subject matter. Other companies will be approved by MFE to participate, provided their exhibits constitute an inherent supplementation of the scope of products on show.

(5) The exhibitor is obliged to provide MFE with all the information required regarding its company and the products to be exhibited. The exhibitor is to specify at least one category in the Intention to Exhibit.

Should the exhibitor want to display several approved product groups on a stand, it must designate one of the groups as the main product group. Should the exhibitor's range of products or the composition of its product range not comply with the details submitted,

MFE is entitled, at short notice if need be, to exclude the exhibitor from taking part in the event.

Depending on the nature of the event, software and services shall likewise be classified as suitable for a trade fair presentation alongside the products to be displayed (exhibits, merchandise, goods, product groups, exhibition goods and exhibition articles).

(6) MFE is to determine the composition of sectors and product groups for the event and their weighting, and is entitled to consider the composition of the exhibitor in respect of international origin, corporate structure, economic levels and other objective features in the approval of participation. It is not bound by decisions taken in the past regarding previous events.

(7) MFE is entitled to make a varying admission of exhibitors if it has a substantial interest in measures referred to in paragraph 6 due to special circumstances.

(8) MFE is entitled to refuse the participation of companies which have acquired corporate values such as names or trademarks of former exhibitors. This does not apply in the event of legal succession.

#### **4. Stand Space Proposal and changes to the proposed stand position**

(1) The Stand Space Proposal made by MFE is not binding and is made based on event strategic and technical exhibition factors. The Stand Space Proposal is based on the needs and possibilities of MFE and industry breakdown - to be undertaken by the MFE at its discretion - and not according to the order of receipt of the Intention to Exhibit forms. The exhibitor has no claim to a specific location, size or stand form of its trade fair stand space/position, regardless of what was booked at previous events and regardless of what was submitted in the Intention to Exhibit.

(2) The Stand Space Proposal may take into account the association of the registered exhibits and their product groups; MFE is to determine in product group in which the exhibitor is to be classified.

(3) As a standard feature, the rental of an exhibition space comes with a complete stand, e.g. in addition to the provision of the stand space, the following services from MFE are to be made available to the exhibitor:

The provision of stand facilities and/or furnishings and stand license plates; Lighting of the stands by hall lighting; electricity, including individual consumption Entrance ticket assignments for the exhibitors for the setting up and dismantling phase and for the duration of the event; Event visitor marketing, public relations, optical visitor management systems; exhibitor's entry into the event website, exhibition catalogue; Final cleaning of the respective booth.

Insofar as the exhibitor is only renting an empty stand area (so-called raw space) in an exceptional case, for safety and design-related reasons, the MFE must be provided a stand construction plan for approval, including proposed design based on the informational sheet distributed by the MFE, at the latest six weeks before the beginning of the event. If the plans are not received on time, or if approval is not provided, a complete stand will be built for the exhibitor, who will be charged accordingly.

When renting raw space, in addition to transferring stand space, the MFE will provide the exhibitor the following additional services: Lighting of the stands by hall lighting; electricity, including individual consumption; Entrance ticket assignments for the exhibitors for the setting up and dismantling phase and for the duration of the event; Event visitor market-

ing, public relations, optical visitor management systems; exhibitor's entry into the event website, exhibition catalogue; Final cleaning of the respective booth.

## **5. Joint stand participants / joint stand organiser**

(1) Participants sharing a stand can be permitted to attend the events. The requirement for approval is that the products of the participants sharing the stand correspond to the product groups of the event, as well as the sustainability criteria established by the MFE.

(2) Participants sharing a stand are exhibitors with their own personnel and offering their own products at a joint exhibition stand rented by a joint stand organiser.

The participants sharing a stand are subject to the same conditions of participation as the joint stand organiser. The joint stand organiser is obliged to incorporate MFE's General Terms and Conditions in the contract with its participants sharing a stand.

In the case of joint stand organization the exhibit confirmation applies exclusively to the joint stand organizer. It will then be the sole contractor of MFE. Self-exhibiting joint stand organisers are also permitted.

(3) The inclusion of a participants sharing a stand without the consent of the MFE, entitles MFE to terminate the contract with the joint stand organiser without notice and to clear the stand at the joint stand organiser's cost.

## **6. Completion of the Exhibitor Contract; subsequent changes**

(1) With distribution of the written exhibit confirmation stating the agreed stand space to the exhibitor, the exhibitor contract between the exhibitor and the MFE is legally binding. The exhibitor contract is valid for the specified period.

(2) The exhibit confirmation assumes that all outstanding and payable claims of the MFE against the exhibitor are completely settled. Completed exhibit confirmation issued despite outstanding overdue receivables is subject to the condition that these debts are met immediately upon receipt of exhibit confirmation.

In the case of non-instantaneous fulfilment of these outstanding receivables, MFE is entitled to rescind the exhibitor contract and to use the stand space alternatively.

(3) Exhibit confirmation for new exhibitors is issued under the condition that the stand rental is received on time (clause 9 (4)); otherwise, MFE is entitled to terminate the exhibitor contract and to use the stand space alternatively.

New exhibitors are exhibitors who have not participated in the previous corresponding event.

(4) The exhibitor contract applies only to the registered exhibitors or for the joint stand organiser and the participants in sharing a stand. Moreover, it is not allowed to assign the confirmed stand wholly, partially or free of charge to third parties or include or represent other companies on the stand. A stand exchange is only permitted with prior written approval by MFE. In case of violation, MFE is entitled to terminate without notice and clear the stand at the exhibitor's expense.

(5) The MFE is entitled, even after the conclusion of the exhibitor contract, to make changes in the allocation of space, especially to the exhibitor's stand location, type and size, insofar as this is necessary for reasons of security, or public order or as changes in the allocation of space are required for a more favourable strategic event direction. Such subsequent changes must be reasonable for the exhibitors.

(6) The exhibitor contract is only valid for the products listed in the Intention to Exhibit and approved by MFE. Only these products may be exhibited. MFE is entitled to exclude exhibits from admission or presentation that do not meet the standards set by their event objectives at any time. If the exhibitor wishes to alter its exhibition program, it is obliged to register newly added, and/or omitted products in sufficient time prior to the event for approval by MFE so that it can carry out the necessary checks. For periods of less than two months, MFE can no longer guarantee the required examination and the related admission. If the exhibitor changes its product range or the composition from that stated in the Intention to Exhibit without the consent of MFE, MFE is entitled to terminate the contract without further notice. No claims for damages by the exhibitor against MFE may be derived from this.

#### **7. Use of the stand, liability for no-show or reduction of stand space, fixed expense allowance, immediate contract termination**

(1) The exhibitor is obliged to use the stand during the contract period in accordance with the General Terms and Conditions and to sufficiently man it during the event opening times (compulsory presence). Each exhibitor is required to attach a label to its stand with the name and location of its company as specified in the exhibit confirmation. Moreover, the exhibitor is obliged to use the stand in compliance with the acceptance criteria and in a way suited to stand size and the exhibits on show. MFE is entitled to verify this.

(2) If the exhibitor cancels its participation in the event or does not take part in the event, for whatever reason or reduces its initial stand space, MFE is entitled to otherwise dispose of this stand area. If MFE cannot re-rent (which means to a new additional exhibitor) the vacant stand space, MFE is entitled to design the space at the exhibitor's costs. This includes in particular the reallocation of another exhibitor to this stand space to avoid the impression of an empty space or the design/decoration of this stand space, so it is not visible as an empty area.

The cancellation or the statement requesting a reduction of the original stand space must be set forth in writing. Cancellations or requests to reduce the stand space are invalid if issued verbally only; consequently, MFE will not (have to) endeavour to re-rent the space and the exhibitor shall be liable for the full price of the stand in any case.

(3) If MFE cannot re-rent (which means to a new additional exhibitor) the stand space, the exhibitor is liable for the full rental fee, plus, if necessary, the costs thereby incurred.

(4) If MFE can re-rent (which means to a new additional exhibitor) the stand space, MFE then charges, instead of the stand rental, a fixed expense allowance in the amount of 25% of the stand rental. The exhibitor may request a reduction of the fixed expense allowance if it proves that MFE suffered fewer losses only.

(5) If MFE can only partially re-rent (which means to a new additional exhibitor) the stand space, the exhibitor is liable for the share of the rental fee relating to the part of the stand that could not be re-rented, plus, if necessary, the costs thereby incurred. In addition, MFE charges this case a fixed allowance of 25% of the stand rental. The exhibitor may request a reduction of the fixed expense allowance if it proves that MFE suffered fewer losses only.

#### **8. Exhibits**

(1) The stand shall be equipped during the duration of the event with the exhibition prod-

ucts specified and approved in the Intention to Exhibit. It is not allowed to exchange exhibits for different exhibition samples.

Exhibited items may not be covered during the opening times.

(2) Only brand new products or unique items are to be exhibited. The manufacturing of products on the stand is only allowed with the special permission from MFE.

(3) If these obligations are breached clause 6 (6) shall apply.

### **9. Payment, cancellation due to non-payment and insolvency, right of lien**

(1) As consideration for the right to participate in the event and to use the exhibition space, the exhibitor has to pay a compensation to MFE (stand rental).

Prices valid for the event are stated in the corresponding event price lists in the online portal.

(2) The calculation of the stand rental is always rounded up to the nearest half or full square meter. This is determined by the first two digits after the decimal point. From .01, up to and including .50, it is rounded up to a half square meter, and from .51 up to and including .00, it is rounded up to the full square meter. A column surface area is removed from the stand rental for up to a stand size of 50 square meters .

(3) The cost of services and other ancillary costs are not included in the stand rental.

(4) The exhibitor will be sent an invoice for the stand rental. All prices are excluding applicable taxes and shall be made in euros.

(5) The invoice amount is due 42 days prior to the event. MFE is entitled to designate shorter due dates.

(6) Objections to invoices must be made in writing within a period of 14 days following their receipt.

Offsetting unrecognised demands or claims against MFE is not permitted.

(7) The exhibitor is obliged to inform MFE immediately in the event of insolvency proceedings or with the exhibitor's inability to pay during the contractual relationship.

(8) MFE is entitled to terminate the exhibitor contract by registered letter to the last known address of the exhibitor without giving notice and without prejudice to the further liability of the exhibitor for the full stand rental, if

a. insolvency proceedings relating to the exhibitor have been started or the exhibitor has suspended the payment or

b. the stand rental has not been or has only partially been paid up to the date specified for payment.

After receipt of the termination, MFE may otherwise dispose of the exhibition space in question. In the case of item a., MFE can deny admission to future events. A claim for damages by the exhibitor against MFE does not exist.

(9) For all of the outstanding exhibitor's obligations, MFE is entitled to a lien on the stand equipment and exhibitor's exhibits. MFE can auction the seized property one month after written notice of intention or, if there is a market for it, sell it, if the commitment is not fulfilled within the prescribed period. MFE is not liable for damage to or loss of the goods.

(10) Section 562a sentence 2 BGB (German Civil Code) does not apply.

#### **10. Event times, relocation and change of length of event and cancellation or termination of the event**

(1) The duration of the event is specified in the Intention to Exhibit. The opening hours for the event in question during this period are available in the Exhibitor Manual and the event website . Presence at the trade is not permitted outside the specified opening hours, unless a notified and approved evening event for the exhibitor (so-called stand party) takes place.

(2) Fixed days are available to the exhibitor before the start or after the end of the event for the stand construction and the dismantling. Setting up and dismantling work outside of this period is only allowed in exceptional circumstances and only with the prior written consent of MFE. MFE reserves the right to the contractual set-up and dismantling periods at short notice, as long as it has a substantial interest in such measures because of special circumstances. No right to the claim of damages exists.

(3) MFE is entitled to relocate the event locally and/or temporally, as well as to change the duration of the event and/or the opening times as long as it has a substantial interest in such measures because of special circumstances.

With a relocation of the event or a change in the duration of the event, the contract remains valid for the new time and/or venue. A right of withdrawal does not result thereof, as is from a change in opening times. Damages claims cannot be asserted.

(4) If the event does not take place for reasons that MFE is not responsible for, or force majeure, MFE is entitled to cancel the event or perform it on a new date. The exhibitor is to be notified accordingly. In the event that the fair is carried out at a new date, the exhibitor is entitled to cancel its participation on the new date within one week of the announcement of the new date.

(5) Should the already running event be cancelled as a result of circumstances that are outside of the control of MFE, a rescission of the contract or right to assert a claim for damages is excluded. The same applies if MFE is forced to close or vacate one or more areas of the event or even the entire exhibition area or temporarily or for longer periods a result of force majeure or for any other circumstance. This includes usage restrictions in the contractual stand area or the access to it, caused by reorganisation or reconstruction measures or by government regulations and restriction. MFE will endeavour to provide an appropriate solution in these cases, without acknowledging any legal obligation.

#### **11. Obligatory Media Package**

(1) By sending the stand space acceptance, the exhibitor undertakes to purchase the obligatory Media Package. This is required to ensure optimal visibility and discoverability for the exhibitors and their products as well as comprehensive information opportunities for their customers and visitors to the event. The obligatory Media Package will be charged within the invoice of the stand rental.

(2) If the exhibitor exhibits at several stands during one event, only one obligatory Media Package will be charged.

Joint stand organisers will be charged one obligatory Media Package for each of its participants sharing a stand; the charging-on of the cost to the participants sharing a stand is a matter for the joint stand organiser.

(3) The obligatory Media Package contains the following services (maximum), insofar as these services are available for the event concerned: An entry

- Entry in Brandbook and the hall plan
- Stand signage
- Digital press kit

(4) In addition to the obligatory Media Package, additional services can also be booked subject to charge. The exhibitor will be informed separately of possible additional services by MFE, its affiliated companies within the meaning of Article 15-seqq. AktG (German Stock Corporation Act) or their service providers.

(5) The exhibitor will be requested by e-mail to provide the information required for its entries (company, company structure, contact details etc.) and to send material (texts, pictures, online presentations etc.). Information will be provided on the input process and the submission deadline regarding the event.

(6) If no or only incomplete information/materials are submitted by the submission deadline, the basic data (name, address, contact details) provided by the exhibitor upon registering for the event in question will be used. Furthermore, MFE is entitled to use information and materials submitted by the exhibitor for its previous event at Messe Frankfurt within the context of the obligatory Media Package. MFE does not accept any liability for their topicality, correctness or completeness.

(7) MFE is entitled to forward personal and company data collected from the exhibitor for the purpose of entries in the obligatory Media Package to its affiliated companies within the meaning of Sections 15 ff. AktG (German Stock Corporation Act) and its or their service providers. Furthermore, this data may be stored and, if necessary according to para. 5 sentence 2, further used for a new event.

(8) The exhibitor hereby consents to receiving requests from third parties on the basis of an entry according to para. 11 (3) via this system or by e-mail. MFE does not verify these requests and shall not assume any liability for these; in particular, it shall not be held liable for third party handling of exhibitor information. The exhibitor may use the data received through third party requests only for contractual or pre-contractual communication. Usage for the purpose of sending unwanted advertising/spam is not permitted.

(9) The information and materials submitted by the exhibitor must not breach applicable law and in particular must not infringe upon third party rights. In this context, special care must be taken to ensure that the exhibitor holds the corresponding usage rights for all texts, pictures, brand and trademarks as well as licenses, and that the use of third party brands as a search term without the relevant permission is forbidden. The exhibitor shall indemnify MFE and its affiliated companies within the meaning of Article 15-seqq. AktG (German Stock Corporation Act) upon first request against all third party claims that may be asserted against these in connection with the illegality of his information and/or materials. The release from liability also includes the reimbursement of costs incurred through prosecution/legal defence and, if necessary, also through use of patent attorneys.

(10) MFE does not verify the exhibitor's information and materials in regard to their legality. If MFE is informed of a possible rights infringement in the exhibitor's information or ma



terials - and thus its appearance in the Messe Frankfurt media - it will fulfil its verification obligations. If, following legal examination of the factual and legal situation, MFE comes to the conclusion that a rights infringement does exist, it can suspend all obligatory Media Package services concerned and block the exhibitor in the media concerned. This shall not provide grounds for a price reduction or reimbursement of costs; claims for damages are excluded. The same shall apply if MFE is informed through a court decision of a rights infringement in the exhibitor's information or materials. If a court subsequently comes to a different conclusion than that of MFE within the context of its verification obligation, or if a court decision regarding a rights infringement by the exhibitor is overturned by a later court decision, the exhibitor is not entitled to assert a claim for price reduction, reimbursement of costs or damages against MFE either.

## **12. Visitor authorisation**

(1) Trade buyers and other trade visitors will be admitted as event visitors. MFE is entitled to carry out appropriate checks at the entrance and to refuse entry to visitors who are not appropriate to the aim of the event.

(2) MFE can declare the event to be completely or partially open to the general public.

## **13. Sales activities, prohibition of sales, termination without notice by breach of duty**

(1) The exhibitor may accept general orders as well as orders from specialist trade buyers who can identify themselves as such and enter into contracts to be carried out outside of the event. This applies also to exhibits which are to be delivered after the event.

(2) Price labelling is not permitted neither on the stands, on the exhibits, in the trade fair catalogue nor on the advertising material.

(3) Counter sales, i.e. the sale and delivery of goods, including samples, food and drinks, are not allowed at the event (including cash sales). This applies particularly to the last day of the event. The distribution of free trade fair samples is not allowed until the end of the event. If goods are handed out for free as a sample, however, the exhibitor has to provide the third party with a corresponding declaration of transfer (receipt). Third parties are required to collect a receipt from the exhibitor.

(4) Sales that do not serve as the commercial purposes of the buyer are not permitted. This also applies to non-industry buyers even if it involves the conclusion of contracts for performance after the event. This applies particularly when the event is open to the general public.

(5) Violations of clause 13 (2), (3) and / or (4) shall entitle MFE to demand the full stand rental and immediately close the stand without prejudice to the further liability of the exhibitor. A claim for damages by the exhibitor does not exist.

(6) MFE is entitled to carry out all necessary checks, including checks of persons and their belongings, within the exhibition grounds and at the exits.

## **14. Advertising**

(1) The inside area of the stand is available to the exhibitor for promotional purposes only for the display of its own exhibits.

(2) MFE may enact regulations for the design of the outer surfaces of the stands with respect to the overall presentation of the event.

(3) The implementation of promotional activities outside the stand is not permitted either in the exhibition grounds or in their immediate vicinity, this also includes the use of persons as advertising and the distribution or placement of advertising material of any kind, such as brochures, posters, stickers, etc., in the aisles, in the exhibition centre, in the immediate vicinity of the exhibition grounds and the exhibition car parks. It is equally prohibited to carry out surveys, tests, competitions, prize draws and competitions outside of the stand. This does not include test surveys from MFE.

(4) The following advertising measures are not allowed within the stands:

- Advertising measures which violate the relevant laws and regulations, technical regulations or standards of public decency.
- which include ideological or political motives,
- which lead to interference with other exhibitors, such as noise or visual disturbance (flashing lights, scrolling marquees, sound systems, etc.), the formation of dust, ground pollution or the like.
- Those which lead to disturbances to the flow of visitors, especially if they cause congestion in the aisles, thereby affecting the event schedule,
- The decoration of stands with flags, pennants, banners, and similar items,
- The presentation of live animals,
- Foreign advertising and references to suppliers, customers and other companies
- Those that propagate other fairs and exhibitions,
- Those which are regarded as competitive events,
- Those that violate the regulatory requirements and arrangements, in particular those of the fire department.

(5) In exceptional cases, balloons are allowed to be used within the stands, if they are filled with safety gas and have prior approval from MFE. For demonstrations, only approved safety materials and VDE-approved demonstration devices may be used.

The local fire department will monitor compliance with these provisions when inspecting the event. The written approval of the fire department must be kept ready for presentation by the exhibitor during acceptance inspection of the stand.

(6) The use of the logo of a MFE trade show or event requires the written approval of MFE.

(7) The distribution of printed press material from the exhibitor is to be made exclusively by the press department of MFE. The documents are to be handed off on site in good time with the corresponding number of copies to MFE.

The distribution of press material by the exhibitor is only permitted at their own press conferences and within the stand.

(8) The use of computer information systems (e.g., web stream, live ticker) in the stands, from which data can be sent or retrieved on the current event is only permitted with the written approval of MFE.

(9) The use of monitors or video walls shall be permitted if the distance to the aisles is at least two meters, if this space may be used without restriction by the viewers and if other exhibitors are not disturbed or other visitors are not hindered.

(10) The exhibitor shall undertake to pay in full all license fees as well as other fees and

expenses (fees owed to the German society for musical performing and mechanical reproduction GEMA, artists' social insurance contributions, tax charge on foreign performers [Ausländersteuer]) which fall due for its music or other presentation which refer to any and all types of sound and image carriers.

If the exhibitor fails to register or to pay the due license fees as well as other fees and expenses, the exhibitor shall release MFE of all third-party claims that are raised as a result of the exhibitor's fault.

(11) MFE has the right to stop unauthorised advertising or advertising methods exercised without consulting the exhibitor and without resorting to legal assistance and to remove it at the expense of the exhibitor.

### **15. Audio and video recordings**

(1) Video and audio recordings of any kind (including sketches) of exhibition samples or exhibits are not allowed.

In case of violations, MFE is entitled to collect and store sketches and exposed or recorded material at the exhibitor's expense.

Activities of the media, such as radio, television, film, daily and trade press, for the purpose of reporting shall not be affected by this provision.

(2) The exhibitor, however, has the right to make video and audio recordings or drawings of its own stand or its exhibits during the opening times of the event. Prior approval by the MFE will be required for this purpose.

(3) The MFE and its subsidiaries have the right to make, or to have made on their behalf, video and audio recordings as well as drawings of exhibition stands or individual exhibits for the purposes of documentation or for their own publications. This also applies to any persons included in such recordings.

(4) The exhibitor agrees irrevocably and free of charge for all current and future media that MFE or a commissioned third party shall be entitled to create, reproduce, transmit, or allow to be transmitted, and to use in audiovisual media and/or copy send or allow use by third parties, of images and/or to create sound recordings of its person, and these rights go beyond the repetition of an event.

These rights are not restricted to time or place.

### **16. Design protection and the fight against piracy**

(1) MFE will apply for temporary protection for patents and trademarks on fairs and exhibitions that take place in the territory of the Federal Republic of Germany for the event in accordance with the announcement by the Federal Minister of Justice in the official section of the electronic Federal Gazette.

(2) Notwithstanding this, it remains the responsibility of the exhibitor to protect the exhibits against any violation of the policy, (including sketches) in particular to protect them from visual and sound recordings.

(3) Exhibition protection for inventions to be registered as patents is not covered by the application under 16 (1) above. It is the responsibility of the exhibitor to have its inventions registered in good time prior to the event with the German patent office

Deutsches Patentamt  
Zweibrückenstraße 12  
80331 München  
Telephone +49 89 21 95 0  
Telefax +49 89 21 95 22 21

(for the Federal Republic of Germany) and/or under the European Patent Convention, the European patent office

Europäisches Patentamt  
Erhardtstraße 27  
80331 München  
Telephone +49 89 2 39 90  
Telefax +49 89 23 99 44 65

(4) The exhibitor makes a binding and irrevocable declaration that the products exhibited by it are its own creation or that they are admissible copies or imitations of other suppliers or other third parties. The exhibitor also undertakes to respect the privileged property rights of third parties. If such a property right infringement is brought to the exhibitor's attention in an orderly manner while attending the event, the exhibitor undertakes in advance to remove the affected products from the stand.

The exhibitor explicitly acknowledges that MFE is entitled to exclude the exhibitor from further participation in the current or future events upon a breach of this obligation and the requirements being met in accordance with clause 17 (1) of the Terms and Conditions.

#### **17. Exclusion of exhibitors and refund of the stand rental**

(1) If, through a legal decision by a German court (judgement, decision), an exhibitor has been prohibited from offering products and services or from making advertising presentations of the same and if the exhibitor refuses to comply with the legal decision and to cease offering products and services or making an advertising presentation on its exhibition stand, MFE can exclude the exhibitor from the current event and/or from future events, as long as the legal decision has not been set aside in a subsequent decision by a court of appeal. A refund of the stand rental (in whole or in part) will not apply in this case. MFE is not obliged to check the correctness of the legal decision. There is no legal right to exclusion of the exhibitor affected by the legal decision.

(2) If a legal decision in accordance with paragraph 1 above should be set aside at a later date by a court of appeal, the exhibitor correctly excluded on the basis of the earlier legal decision has no right to claim damages from MFE.

(3) Furthermore, MFE is entitled to exclude an exhibitor from the current event, if the exhibitor breaches MFE's house rules or there are other reasons that justify instant termination of the stand rental agreement. In this case, no refund of the stand rental (in whole or in part) shall apply.

#### **18. Disclaimer**

(1) MFE excludes liability for minor negligent breaches of duty, unless it concerns fundamental contractual obligations (cardinal obligations), damages from injury to life, body or health. The claims for damages are limited in this case to the amount of the typical, fore-

seeable damage. The same applies to breaches of agents of MFE. In this context, there is no liability of MFE for indirect damages/consequential damages and especially not for the loss of profits.

(2) MFE must be notified of any damages in writing immediately.

### **19. Safety, accident prevention, exhibitor's obligations to ensure traffic safety and other statutory and regulatory provisions**

(1) The exhibitor is obliged to comply with all statutory, regulatory, professional associations and other applicable accident prevention regulations and other safety regulations during construction and dismantling and throughout the duration of the event.

This includes the safety regulations and technical guidelines issued by MFE. Reference is made in this connection to the regulations of the current Sample Meeting Place Ordinance (Musterversammlungsstättenverordnung).

(2) The police, fire, emergency services, the trade inspectorate (Gewerbeaufsichtsamt), the planning authorities (Bauaufsichtsamt) and law enforcement officials as well as representatives of MFE are to be granted access to the stand any time. Their instructions are to be followed. A police, a fire and an ambulance station are generally located on the exhibition grounds during the event and are to be notified immediately of any danger.

(3) MFE is entitled at any time to ensure compliance with the safety regulations. It is authorised to order the immediate rectification of a situation which does not conform to regulations at the expense of the exhibitor and to prohibit at all times any operation which is against regulations.

It can stop the operation of machinery, equipment and similar facilities at any time and prohibit renewed operation when at its sole discretion believes such operation constitutes a hazard or if other exhibitors or visitors are disturbed or harassed. The decision of MFE is final.

(4) The exhibitor undertakes to observe public emergency regulations, e.g., smog directives, emergency laws, etc.

(5) The exhibitor is liable for all culpably caused personal injury, property damage and financial loss caused by its stand construction and dismantling, stand equipment, exhibits and their operation or by its staff or representatives.

(6) The exhibitor bears the duty to maintain safety for the exhibition stand it has set up and/or used. This is particularly true in regard to stand and fire safety at the exhibitor's special and evening events.

(7) If local trade and sanitary permits are required, they must be obtained by the exhibitor in time for the event and kept at the stand.

(8) The exhibitor is responsible for compliance with all applicable food regulations and veterinary matters even regarding samples distributed for free.

Any use of beverage dispensing systems for temporary operation is to be reported. Any system must be registered at the Municipal Health Office (Stadtgesundheitsamt) of the City of Frankfurt am Main no later than ten days before the intended start.

The delivery of food and beverages by the exhibitor for remuneration is generally not per-

mitted (see also clause 13 (3)).

(9) Provisions laid down in the ordinance on working hours, the maternity protection act and the youth employment act are to be observed, as long as individual provisions are not set aside by the so-called market privileges.

(10) The provisions of the Industrial Code (Gewerbeordnung, GewO) and in particular the current version of Title IV ‚Messen, Ausstellungen, Märkte‘ (shows, exhibitions, markets) must be observed.

(11) Abrasive cutting work and all work with an open flame including welding, cutting, soldering, thawing and grinding work must be notified to MFE before starting work. The work may only begin after approval and granting of a permit. During the work, the environment is to be sufficiently shielded from any danger.

## **20. Insurance**

The insurance risk is not borne by MFE. Exhibitors are advised to take out adequate insurance coverage.

## **21. Assertion of Claims**

The exhibitor's claims must be made no later than 14 days after the end of the event in writing to MFE. Claims made later will not be considered and will lapse (exclusion period).

## **22. Written form, conflicting purchasing or order conditions of third parties, place of performance and jurisdiction, German law**

(1) MFE reserves the right to require all amendments and supplements to these Terms and Conditions or derogations to be in writing. Oral agreements must be confirmed in writing by MFE to be valid.

(2) Regulations contained in exhibitor's purchasing or order conditions that contradict the agreements of these Terms and Conditions, Technical Guidelines, event-specific special provisions or with MFE's house rules, are ineffective if MFE has not explicitly acknowledged in writing the exhibitor's individual deviations.

(3) The contracting parties expressly agree to Frankfurt am Main as the place of performance and jurisdiction for all claims and legal disputes arising from this contract, to the extent that said parties are merchants, legal entities under public law or special funds under public law. The same applies if a party has no general place of jurisdiction in Germany.

(4) Alternatively, the special place of jurisdiction of the place of performance within the meaning of section 29 of the German Civil Procedure Code (Zivilprozessordnung) is agreed, which results from the nature of the contract under which the rent is payable at the location of the property.

(5) The court of jurisdiction Frankfurt am Main also applies to the case of disputed dunning procedures. Once the dunning procedure takes the form of legal proceedings and the competent law court of the general place of jurisdiction of the debtor assumes the case, application is to be made for transfer to the respective law court in Frankfurt am Main.

(6) In addition, each party shall be entitled to sue the other at its residence or place of business.

(7) If any provision of these conditions be invalid, such invalidity shall not affect the validity of the remaining provisions. The Parties undertake to replace the invalid provisions by valid provisions that correspond to the economic purpose of the ineffective provisions.

(8) For the interpretation of the Terms and Conditions and all other conditions, the German text and German law shall prevail.