



General Exhibiting Conditions of the H & K Messe GmbH & Co. KG

1. REGISTRATION

- 1.1 The request for permission to participate in the event is made by sending the legally binding signed and completed registration form on the front page to the H&K Messe GmbH & Co. KG, Friedrichstr. 39, D-70174 Stuttgart. These Conditions of Participation of the H&K are recognised as obligatory with the signing and return of the registration to the H&K.
- 1.2 Registration is not confirmed. Any notice of receipt sent to the exhibitor is not a confirmation of participation in terms of 2.3.
- 1.3 At their booth, the exhibitors can only show exhibition articles that originate from themselves, their co-exhibitors or the companies represented. These must be named at registration. These details are required in order to be able to provide the trade fair visitors with consistent information about the exhibitors and the range of products. Exhibition articles that are not explicitly mentioned in the registration must be removed from the exhibition booth upon the request of the trade fair management.
- 1.4 If several exhibitors appear jointly as leasers, they are obliged to nominate one exhibition representative jointly authorised by them as a contact person to the H&K.
- 1.5 Admittance for one or more co-exhibitors and additionally represented companies (see 3) as sub-leasers is only possible in exceptional cases and entitles the H&K to enforce a special fee (see the Special Terms and Conditions of Participation of the relevant event).
In all cases, however, the licensed main exhibitor is liable for their own adherence and the adherence of co-exhibitors and the additionally represented companies to the obligations applying to the exhibitors.
- 1.6 The exhibitors are bound to their registration until such time as the decision is made by the H&K regarding admission (see also 4).
- 1.7 Space requirements listed in the registration will be taken into consideration by the H&K, in as far as possible, but are not binding for the H&K. A request for competitive exclusion is generally not admissible.

2. ADMITTANCE AND ALLOCATION OF SPACE

- 2.1 The decision regarding the admittance of exhibitors and exhibition articles as well as the allocation of space is made by the H&K in agreement with the Exhibition Committee or the ideal organisations.

- 2.2 The decision regarding admittance is made according to dutiful discretion taking into account area capacity available for the event and the determination of goals and structure of the event. In particular, the H&K is entitled to unilaterally define the combination of the exhibitors according to sector and product groups as well as their weighting. The combination of the exhibitors according to country of origin, company size and market significance, as well as other objective characteristics are further selection criteria. However, the H&K is not bound in any way to adhere to the handling methods used in previous events of the same type.
- 2.3 Admittance is granted with the written booth confirmation of the H&K together with details of the booth provided. This makes the rental agreement between the exhibitors and the H&K legal and binding, if nothing different has been agreed in writing.
If the contents of the booth confirmation differ significantly from the contents of the exhibitor's registration, then the contract is concluded in accordance with the booth confirmation, unless the exhibitor objects within two weeks in writing. 1.7 is unaffected.
- 2.4 Together with the written booth confirmation, the exhibitor receives the hall section plan with their allocated raw space and the service documents and/or service information, with which the H&K offers all the services required for participation in the trade fair.
- 2.5 The exhibitors are explicitly advised that supplementary terms and conditions apply for the individual sections of the services, which are contained in the service documents and that can also be viewed and downloaded under the service information in the Internet.
- 2.6 An admittance that has already been granted can be revoked if it transpires that the exhibitor has given information in their registration which is incomplete in fundamental points, in particular with respect to the type of company and its exhibition articles, or which does not correspond to the truth in fundamental points and the requirements for admittance have therefore not been submitted. The same applies if the admittance requirements subsequently become inapplicable.

3. EXHIBITORS, CO-EXHIBITORS AND ADDITIONALLY REPRESENTED COMPANIES

- 3.1 Exhibitors (sometimes also called main exhibitors or direct exhibitors) are those who rent a trade fair booth for the duration of the event, appearing with their own staff and own offering.
- 3.2 Co-exhibitors are those who appear at the booth of an exhibitor (main leaser) with their own staff and own offering. These include consolidated companies and subsidiaries.

- 3.3 For an exhibitor who is not a manufacturer themselves, each further company whose goods or services are offered by the exhibitor counts as an additionally represented company.
If an exhibitor that is a sales company shows additional goods and services of other companies over and above products of a manufacturer, these also count as additionally represented companies.
- 3.4 No contract is concluded between the co-exhibitors registered by an exhibitor or additionally represented companies and the H&K through the exhibitor's admittance. The inclusion of co-exhibitors is usually subject to approval and payment (see Special Conditions of Participation of the relevant event); the inclusion of additionally represented companies is subject to approval, payment is only required if determined by the Special Conditions of Participation. Payment must be made by the exhibitor; it can also be invoiced by the H&K subsequently.

4. RESCISSION / TERMINATION

- 4.1 A rescission from the rental agreement (exhibition contract) by the exhibitor is excluded unless they have been faulted with wilful intent or gross negligence by the H&K or the requirements of §§ 323, 324, 326 of the German Civil Code apply.
- 4.2 If the H&K permits rescission in exceptional cases (and the requirements of the exceptions of 4.1 do not apply), this may only occur under the condition that the exhibitor is obligated to pay the full rental amount and the costs that have been incurred up to this point in time.
- 4.3 The rental amount to be paid according to 4.2 is reduced by 75% (in the case of partial reletting only proportionately), if the H&K is able to relet the booth space.
Re-letting does not apply, however, if the space not used by the exhibitor who has rescinded is allotted to another exhibitor for optical reasons without the H&K receiving further revenue or/and the allotted booth space (including the case of remeasurement) is rented to another exhibitor, but the total space available for the exhibition cannot be completely rented. In all cases, the exhibitor is entitled to prove that no or little damage has been incurred for the H&K.
- 4.4 In all cases, cancellation must be made in written form.
- 4.5 The H&K is entitled to terminate the rental contract that has been concluded without adherence to any period of termination and irrespective of the continued liability of the exhibitor for the full rent and the costs that have been incurred if insolvency proceedings have been applied for, instituted against the exhibitor's assets or if the exhibitor is in default of assets. The same applies if the rent has not been received or only received in part despite a grace period notification by the payment deadline defined in the Special Conditions of

Participation. The H&K explicitly reserves the right to assert a claim for further damages in these cases.

- 4.6 With regard to the cancellation fees for booth construction/services in basic and complete packages etc. in accordance with the Special Exhibiting Conditions, the regulations according to the Special Conditions of Participation apply.

5. WARRANTY, COMPENSATION FOR DAMAGES, INSURANCE, LIMITATION OF ACTIONS, OFFSET/RETENTION/ LESSOR'S LIEN, LIMITATION OF LIABILITY, FORCE MAJEURE, DOMESTIC AUTHORITY, HOUSE RULES, MEETING PLACE REGULATIONS, EU REGULATIONS

5.1 Preamble

If regulations have been provided in the General Terms and Conditions of Participation or the Special Conditions of Participation of the H&K regarding limitation of liability, exemption of liability, terms of exclusion and statute of limitations, these apply, if a fault is evident on the part of the H&K, not for the violation of cardinal obligations (fundamental contractual obligations), wilful actions and actions of gross negligence, not for damages arising from death, injury to body or health.

5.2 Material Defects

The exhibitor must contest material defects immediately to the H&K both verbally and in writing. The exhibitor can only derive claims from these if the H&K does not remedy them within a reasonable period, or if remedy is not possible or has been refused. However, the exhibitor is only entitled to cancellation without notice or to an appropriate reduction in rent. Further liability of the H&K is excluded unless the defect is due to gross negligence or wilful intent on the part of the H&K or their vicarious agents, or to the lack of guaranteed quality. § 536 of the German Civil Code and the terms of 5.1 are unaffected.

5.3 Compensation for Damages

Claims for damages by the exhibitor to the H&K, irrespective of legal basis, are excluded unless the damage that has occurred is due to gross negligence or wilful intent of the legal representative of the H&K, their employees or vicarious agents. The same applies for direct claims against the above-mentioned group of people. The terms of 5.1 are unaffected.

5.4 Insurance

The H&K does not bear any insurance risk for the exhibitor. The exhibitor is explicitly referred to their own insurance options. The option exists for all exhibitors to attain comprehensive insurance protection based on the basic agreements concluded by the H&K. Further details can be found in the service documents and/or service information.

If use is not made of the offered option for the conclusion of an exhibition insurance according to Request 7.0 of the service documents and/or service information, references regarding the liability for damage risks and the existing

insurance protection result from the General Terms and Conditions of the respective service partners in accordance with service documents and/or service information.

5.5 Asserting of Claims

Exhibitors' claims against the H&K, their vicarious agents and their employees, irrespective of type, must be made in writing to the H&K by 14 days after the end of the event at the latest. Any claims that are received from the exhibitor later than this will not be taken into account (term of exclusion). The regulations of 5.1 are unaffected.

5.6 Statute of Limitations

All contractual and legal claims of the exhibitor against the H&K fall under the statute of limitations of six months, unless these are based on wilful intent of the legal representatives of the H&K, their employees or vicarious agents. The same applies for direct claims against the above-mentioned group of persons. The regulations of 5.1 are unaffected. The period of limitation starts with the working day following the end of the event.

5.7 Offset / Retention / Lessor's Lien

5.7.1 The exhibitor is only entitled to offset rights against the H&K if their counterclaims have been established as final and absolute, undisputed or recognised by the H&K.

The same applies for rights of lien, as far as this concerns an entrepreneur, buyer, a legal entity of public law or a separate estate governed by public law. If the exhibitor does not belong to this group of persons, they are authorised to practice rights of lien, if their counterclaim is based on the same contractual relationship.

5.7.2 Regarding all non-fulfilled obligations of the exhibitor to the H&K, the H&K is entitled to assert their lessor's lien over the booth fittings and exhibition articles provided by the exhibitor and to prohibit their removal.

§ 562a of the German Civil Code does not apply. If the obligations to the H&K are not fulfilled within the period set for the exhibitor, the H&K is entitled to sell the retained articles after written notification without holding. The H&K is only liable for damages and/or loss in the case of wilful intent or gross negligence.

5.8 Limitation of Liability

The H&K is only responsible for damages that can be attributed to the inadequate quality of the rented rooms and any other articles that have been rented or to wilful intent or gross negligence of their obligations. In the event of the failure of any equipment, breakdowns or other events impacting the event, the H&K is only liable if it can be proved that these events resulted from wilful intent or gross negligence on their part or on the part of their vicarious agents. The H&K only assumes liability for articles provided at the event by the leaser, their authorised staff or third parties if a damage occurs to these articles, which can be proved to have occurred due to wilful intent or gross negligence by their legal representative, an employee or a vicarious agent. The same applies for tortious actions. The leaser is obliged to adhere to the accident prevention regulations, the Technical Guidelines (see 6.1) and the meeting place regulations (see 5.12) during the performance of all activities.

The H&K is not liable to the leaser for loss of profit or other financial loss – provided there is no evidence of wilful intent or gross negligence.

Liability by the H&K for non-foreseeable damages according to scope and amount is excluded. Where liability by the H&K is excluded or restricted, this also applies for the personal liability of their employees, staff, personnel, representatives and vicarious agents. In general, the leaser is recommended to appropriately insure their risks based on the rental contract. Explicit reference is once again made to 5.4. The regulations of 5.1 are unaffected.

5.9 Force Majeure

Cases of force majeure, which prevent the H&K from fulfilling their obligations either totally or in part, relieve the H&K from fulfilling this contract until the case of force majeure is removed. The H&K must inform the leaser of this immediately, provided that they are not likewise prevented by force majeure from doing so. The impossibility of a sufficient supply of supplies, such as electricity, heating, etc., as well as strikes and lockouts – provided they are not only for a short period of time or are caused by the H&K – are also equated with a case of force majeure. If costs for the preparation of the event are incurred to the H&K in these cases, the leaser is obliged to pay these costs.

5.10 Domestic Authority

The service personnel commissioned by the H&K exercise domestic authority against the leaser. Their directives must be followed. In all other respects, the H&K transfers the leaser domestic authority in the rented areas in the scope required for the proper execution of the event and for the period of rental, irrespective of the remaining right of the H&K to admit the service personnel commissioned by them at any time.

5.11 House Rules

Additionally, reference is made to the House Rules and terms of use that are posted in the exhibition centre and can be found on the respective Internet page of the venue. The House Rules are also a part of the rental contract. The Exhibiting Conditions are also available at www.hundkmesse.de (as are the General Exhibiting Conditions, including the Technical Guidelines Section), as well as on the respective Internet page of the trade fair in question under the heading "Service for exhibitors. All Terms and Conditions can be downloaded and printed.

5.12 Meeting Place Regulation

5.12.1 If the exhibitor is a presenter in terms of the Meeting Place Regulation (Meeting Place Regulation of 28/4/2006, Law Gazette of Baden-Württemberg 2004, Pages 311ff.) - e.g. in the cases of 5.12.2 – they have obligations in accordance with the Meeting Place Regulation, in particular according to § 38 Paragraphs 1, 2 and 4 of the Meeting Place Regulation. In this case, the exhibitor is obliged to release the H&K and their vicarious agents of all rights of recourse agreement and fines based on their operator's liability according to § 38 Paragraph 5 of the Meeting Place Regulation. The regulations of 5.1 are unaffected.

5.12.2 If the exhibitor uses and operates in areas of more than 20 m² for artistic performances and other performances (scene areas) during the event, they must observe the terms of the Meeting Place Regulation in accordance with 5.12.1, and in particular, commission a person responsible for their event technology if necessary. The exhibitor must notify the H&K of such scene areas before the start of the event unbidden and in writing.

5.13 EU Regulations

The exhibitors, co-exhibitors and additionally represented companies (see **3**) will ensure that the EU Regulations No. 2580/2001 and No. 881/2002 are adhered to, on their own responsibility, particularly in the areas of their finances, purchase, goods movement, service and staff. (Info at www.bundesbank.de).

6. TECHNICAL GUIDELINES, BOOTH CONSTRUCTION, BOOTH DISMANTLING, BOOTH CLEANING, INTERNET PURCHASE ORDERS

6.1 The Technical Guidelines of the relevant venue are also a part of the contract, as a subarea of the General Terms and Conditions of Participation. Those terms and conditions can be downloaded and printed on the respective Internet page of the venue.

6.2 Booth Construction

6.2.1 Construction of the booths in the halls can only be started on the construction date stated in the Special Conditions of Participation at the earliest.

6.2.2 All booths must be constructed and equipped by the end construction date (fixed date) mentioned in the Special Conditions of Participation, as general cleaning of the entire exhibition centre starts on this date. The H&K is entitled to dispose of booths that are not occupied and constructed up to this point in time in an alternative manner, unless this is due to a fault of the H&K. The affected exhibitor who is in default of acceptance of the terms cannot make any claims from this – including reimbursement of the rent – against the H&K, unless the requirements of 5.3 apply.

6.2.3 The booths must be aligned with the overall appearance and overall plan of the respective exhibition (see Technical Guidelines).

6.2.4 Attaching articles to and/or covering ceilings and wall elements, exposed concrete areas, wood and glass surfaces, the columns or other hall elements in the exhibition centre is strictly prohibited. Exceptions are only permitted with the explicit prior written agreement of the H&K.

6.2.5 If the construction of booths is performed by the H&K (e.g. for basic and complete package), the following additional terms apply (reference is additionally made to 2.5):

6.2.5.1 Pre-ordered and reserved rental material that is not used will be invoiced by the H&K.

- 6.2.5.2 In the event of capacity bottlenecks, the H&K reserves the right to supply the exhibitor with rental articles of equivalent quality in place of the ordered articles. Claims by the exhibitor regarding such replacement deliveries are excluded.
- 6.2.5.3 Damaged and/or non-returned rented articles will be invoiced at the daily rate.
- 6.2.5.4 No ceiling or wall elements may be either nailed or screwed down. Hanging and cord hooks (to be ordered via the H&K as well as doublefaced adhesive tape (TESA Power Strip) is recommended to fix objects, advertising hoardings and similar (TESA-Power-Strip). Other adhesive tape types may not be used. Any residue (which might arise due to the use of unsuitable adhesive tape) will be removed at the exhibitor's costs. Non-reparable elements will be invoiced to the exhibitor.
- 6.2.5.5 Decoration materials may only be attached and/or hung on the ceilings and wall elements in agreement with the H&K.
- 6.2.5.6 Complaints can only be accepted if they are notified immediately and in writing. Where obvious deficiencies are concerned, these must be notified at the latest at handover of the booth or materials.

6.3 Booth Dismantling

- 6.3.1 Adherence to the dismantling dates in accordance with the Special Conditions of Participation must be explicitly noted. The rental contract terminates when the exhibition is over. The H&K cannot accept any liability for any articles left remaining in the booth after this date, if the requirements of liability in accordance with 5.8 do not apply.
- 6.3.2 Dismantling of the booths in the halls may only commence on the last day of the trade fair after the end of the exhibition. The H&K is entitled to invoice the exhibitor a contract penalty in the amount of € 5,500,00 if this clause is violated, unless the exhibitor is a consumer in terms of § 13 of the German Civil Code.
- 6.3.3 The booth area must be completely cleared by the exhibitor at the latest by the time stated for dismantling in the Special Conditions of Participation. The exhibition area must be returned by the exhibitor in the state in which it was handed over. In particular, carpet tape adhesives must be previously removed by the exhibitor at their own costs. Explicit reference is again made to the terms described in 6.2.5.4 regarding existing damage as well as all residue (such as adhesive residue). The rental contract for rented booths terminates definitely at the end of the trade fair. The rented booths must be completely cleared 3 hours after the end of the trade fair at the latest.

- 6.3.4 The H&K will pay for general cleaning of the exhibition centre and hall corridors. Cleaning of the booth, however, must be performed by the exhibitor at their own costs and must be completed on a daily basis before the event opens. Explicit reference is made to the fact that it is solely the task of the exhibitor to ensure that carpet adhesive tap residue must be removed. If this residue has not been removed after dismantling has been carried out, it will be removed by the H&K at the exhibitor's cost. The exhibitor may only assign the task of booth cleaning to the cleaning companies stated by the H&K.
- 6.3.5 If clearing has not been completed by the end of the dismantling period stated in the Special Conditions of Participation, the H&K is entitled to clear at the costs of the exhibitor and to store any objects that have been left at the costs of the exhibitor. Explicit reference is made to the leaser's lien according to §§ 562, 578 of the German Civil Code BGB of the H&K with regard to these objects. § 562a of the German Civil Code does not apply. The H&K does not accept any liability for any objects that have been left behind.

The H&K is further entitled to auction off any objects that have been left behind one month after dismantling has ended and after written notification or, if they have a stock exchange or market price, to sell them without holding. No liability is accepted for damage or loss to the objects that have been left behind except in the case of wilful intent or of gross negligence.

- 6.4 Explicit reference is made to the contract penalty regulation in 14.
- 6.5 If the exhibitor has ordered additional services of the H&K and/or their contractual partners via the Internet, using their customer number at the H&K or the access code issued when the booth was confirmed, these purchase orders are effective even without signature or other legitimation.

7. MANDATORY ORDER PROCUREMENT

For safety reasons, the following skilled work and service work (see Technical Guidelines for more detailed regulations) can only be performed by the contractual companies stated by the H&K:

- 7.1 Main connection from hall network to trade fair booth for electricity, gas, water and pressurised air.
- 7.2 Drilling in the floors of the halls.
- 7.3 Other interventions in the basic structure of the wall/floor/ceiling.
- 7.4 Floor openings to the floor ducts.
- 7.5 Transport at the exhibition centre, including the operation of cranes and lifting vehicles.

- 7.6 Cleaning and surveillance outside the official opening times.
- 7.7 Installation of other supply media, in particular wireless radio networks, W-LAN etc.
- 7.8 Ceiling suspensions
- 7.9 Connections to the sprinkler systems.

The exhibitor will be charged separately for these services.

8. SAFETY-RELATED REGULATIONS AND LIABILITY REGULATIONS

- 8.1 If the regulations in the Technical Guidelines for energy/water/pressurised air supply or corresponding directives regarding these by the authorities or the H&K are not observed or adhered to by the exhibitor, the H&K is entitled to stop these deliveries immediately without compensation and/or to close the exhibition stand.
- 8.2 If the energy/water/pressurised air supply is interrupted due to force majeure, any technical breakdowns or instructions by the respective energy suppliers, the H&K does not accept any liability, unless the H&K is to blame for this due to wilful intent or gross negligence.
- 8.3 The exhibitor is only liable for damages that might be caused by the use of laser equipment. However, if any claims are asserted directly against the H&K, the exhibitor is obliged to release the H&K from these claims and to advance as well as pay any costs required for prosecution.
- 8.4 On the open-air exhibition ground, there is a general restriction of the constructional and useful height according to the regulations of 4.8 of the Technical Guidelines, which the exhibitor must guarantee in all cases. In accordance with § 16 Paragraph 2 of the Air Traffic Regulations, it could be prohibited to fly kites or paragliders on the open-air exhibition ground as it might be in the airport protection area. Captive balloons or other balloons, as well as flying models of all types may only be conveyed or operated with the permission of the responsible aeronautical authority.
- 8.5 Explicit reference is made to the contract penalty regulation in 14.

9. ADVERTISING

- 9.1 The exhibitor is only allowed to advertise in any form within their booth and only for the articles they exhibit. Advertising or advertising actions are not permitted outside the booth. This includes, in particular, the distribution of pamphlets.

9.2 Explicit reference is made to the contractual penalty regulation in 14.

10. PARKING SPACES

10.1 The H&K staff and their assigned personnel are authorised for traffic management at the exhibition centre, including the stopping and parking of vehicles.

10.2 A limited number of parking passes with a time restriction are issued against payment for the vehicles of the exhibiting companies and the booth staff. More details and/or service information can be found in the service documentation, whereby these passes can only be requested using the respective printed order form. These passes are valid for the chargeable parking spaces during the exhibition, including the last day of dismantling and the first day of construction. The price for these passes can be found in the service documentation and/or service information.

10.3 The H&K is entitled to tow away any unauthorised vehicles that are parked in the exhibition centre without any notification, at the costs and at the driver's own costs and at their own risk.

10.4 Reference is made to the regulations of the Technical Guidelines.

11. NOISE PROTECTION, FLOOR LOADING

11.1 In the event of noise-generating demonstrations and operation of devices such as compressors (over 75 dbA) by the exhibitor, a sound-proof booth is mandatory. In the event of noncompliance with this regulation, the H&K is entitled to ban the demonstration or operations upon notice without the exhibitor being entitled to any compensation for damages, or to close the booth if necessary.

If noise potentiation occurs due to various noise sources under 75 dbA, the H&K is entitled to prohibit noise generation for certain periods in order to protect all exhibitors and visitors if the exhibitor cannot provide a remedy by using a sound-proof booth in individual cases.

11.2 Floor Loading

The permitted traffic loads in the individual hall areas can be found in the technical Guidelines of the fair ground. If the exhibitor is in doubt regarding the extent of the traffic load they require or wants to generate higher traffic loads than those mentioned above, this must be clarified in advance with the responsible Technical Department of the H&K. A higher traffic load is not permitted without the agreement of the Technical Department of the H&K.

11.3 Explicit reference is made to the contractual penalty regulations in 14.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 The exhibitor is obliged to strictly observe the industrial property rights of third parties with regard to the articles they exhibit. Articles that violate the intellectual property rights, in particular trademark rights, design patent rights, utility patents and/or patents are not permitted as exhibition articles.
- 12.2 The exhibitor is obliged to remove articles that violate these rights in terms of 12.1 immediately from their booth.
- 12.3 The exhibitor is liable in the same manner for rights violations through articles of co-exhibitors in terms of 3.2 and through additionally represented companies in terms of 3.3.
- 12.4 The H&K reserves the explicit right to exclude the exhibitor from the current and/or future event(s) without any compensation, without justification of a respective obligation, if infringement of industrial property rights and/or infringements against the obligations in terms of 12.1 and 12.2 can be substantiated. 12.3 applies accordingly.
- 12.5 Exhibitors are solely responsible for safeguarding the intellectual property rights of their exhibition articles.
- 12.6 If the H&K exercises their exclusion right in terms of 12.4, based on a judicial decision or on substantiated evidence for the infringement of an industrial property right, the exhibitor concerned is not entitled to any compensation for damages from the H&K if the violation of intellectual property rights should prove to be invalid at a later point in time (as the result of an appeal procedure or other legal evidence). This does not apply in cases where the H&K has acted with wilful intent or with gross negligence.

13. PHOTOGRAPHY AND OTHER IMAGE RECORDING

- 13.1 Commercial image recording of all types, in particular photography and films/video recordings are prohibited everywhere in the exhibition centre. The only exceptions are the press photographers accredited by the H&K.
- 13.2 If the exhibitors require photographs or other film and image recordings of their booths and exhibits, the contracted companies commissioned by the H&K must be employed. The respective request forms are in the service documentation and/or service information. If the exhibitor wants to have such recordings made by their own personnel, they require written permission from the H&K that must be requested before the start of the trade fair. Explicit reference is made to 13.3.
- 13.3 Exceptions to the prohibitions mentioned above require the explicit written permission of the H&K, who reserves the right to charge the respective exhibitor an appropriate fee for this purpose.

- 13.4 The H&K and their subsidiaries have the right to produce or have produced picture and sound recordings as well as drawings of exhibition articles or own exhibits for the purposes of documentation or own publications. This also applies for recorded persons.

14. CONTRACTUAL PENALTY

If an exhibitor is an entrepreneur in terms of § 14 of the German Civil Code, the H&K is entitled to demand a contractual penalty from the exhibitor in the following cases:

- 14.1 In the event of noncompliance with the terms of 6.2 and 6.3 in the amount of 500.00 €, unless there is evidence of infringement according to 6.3.2, where this regulation remains.
- 14.2 In the event of noncompliance with the terms of 7.1 to 7.5 and 7.7 to 7.9 in the amount of 5,500.00 €.
- 14.3 In the event of noncompliance with the terms of 8.1 and 8.4 in the amount of 5,500.00 €.
- 14.4 In the event of noncompliance with the terms of 9 in the amount of 1,000.00 €
- 14.5 In the event of noncompliance with the terms of 11 in the amount of 2,500.00 €, with the exception of an infringement against the terms of 11.2, where an amount of 5,500.00 € is applied for each case of noncompliance, irrespective of the right of the assertion of claims for damages. § 341 Paragraph. 3 of the German Civil Code does not apply.

15. EXCLUSION OF RELINQUISHMENT

The relinquishment of claims by the exhibitor against the H&K or their staff, vicarious agents or assistants by the exhibitor is excluded. § 354 a of the German Commercial Code is unaffected by this.

16. STORAGE OF DATA

The exhibitor agrees explicitly to the storage, processing and forwarding of person-related data by the H&K in accordance with the German Data Protection Act, including the use of automatic data processing, provided this is required solely for business purposes.

17. APPLICABLE LAW / PLACE OF EXECUTION / PLACE OF JURISDICTION

- 17.1 Only the law of the Federal Republic of Germany applies for all the legal relations between the H&K, their personnel, vicarious agents and their assistants on the one hand and the exhibitor as well as their personnel, vicarious agents and their assistants on the other hand. The respective German version of the General Terms and Conditions of Participation, including the subarea Technical Guidelines, the Special Conditions of Participation and the House Rules is the only decisive version, in comparison with translated versions, with regard to the interpretation of misunderstandings or differences.
- 17.2 The place of execution is Stuttgart.
- 17.3 The place of jurisdiction (including for cheque and bill actions) is the Local Court of Stuttgart or the District Court of Stuttgart for both contractual partners, if the exhibitor is a tradesman, a legal entity under public law or special fund under public law or does not have any general court of jurisdiction in Germany. However, the H&K reserves the right to also institute legal proceedings at the general court of jurisdiction of the exhibitor.

18. ADDITIONAL AGREEMENTS / SEVERABILITY CLAUSE

- 18.1 Additional agreements are only legally binding if they are made in writing with the H&K and are confirmed in writing by the H&K.
- 18.2.1 These Terms and Conditions of Participation and this contract will remain valid even if individual conditions should become invalid. The respective condition must then be replaced by a condition that corresponds as far as possible to the original commercial purposes.

Stuttgart, March 2009