

**Deadline: 31 March 2020**

## Registration form

**To be entered by the organiser:**

Customer number:

Date of receipt:

Your point of contact for the exhibition:

Miriam Schmidt

Phone

+49 69-75 75-69 87

Email

musikmesse-plaza@messefrankfurt.com

01

### Declaration by the contracting party:

Business status:

Our company (see above) is a business and uses these services for business purposes.

We also confirm that we fully agree to the legal declarations and obligations set out in the information below.

Due to legal requirements, invoices from Messe Frankfurt can generally only be issued without German VAT if the services were performed for foreign companies

For this reason, conclusive proof of business status is mandatory:

- VAT Identification Number (for EU companies)
- Corporate Tax Number / Registrar of Companies Number / Company Registration Number (for companies outside the EU)

If a company number is not provided, Messe Frankfurt is obligated to include the applicable German VAT on its invoices.

We therefore ask that the company information for the sole contracting party and recipient of all Messe Frankfurt stand rental and other services be carefully entered on this form.

In order to ensure that the invoices we issue are correct under civil and VAT law, and to avoid any subsequent complaints, we ask that you note the legal information pertaining to the company information in our General Terms and Conditions (Item 2.3.).

Non-business status:

I do not / our company does not have a VAT ID Number / Corporate Tax Number / VAT Number / Registrar of Companies Number.

\*Fields marked with an asterisk (\*) are required

Company name

Customer number

Reference number

**Contractual and invoicing information:**

Company name and legal form:

  

Street address:\*

  

Country\* / Postcode / Town/City:\*

  

Registrar of Companies Number and Commercial Court (Germany only):

  

VAT ID Number:

  

02

Contact person / Private person:  Mr.  Ms.

Position:

Language for correspondence:  German  English

Personal phone number:

Personal fax number:

Email address of the contact person:

Central phone number:

Central fax number:

Central email:

Homepage:

Name of the Managing Director:

Director of Sales/Marketing:

Brands you sell/distribute:

Company name

Customer number

Reference number

**03 Stand:**

**03.1 Package\*:**

Exhibition space, 1 parking permit, 2 exhibitor tickets, 5 visitor admission vouchers

<input type="checkbox"/>	1 table (2.2 m), 1 bench	€120.00
<input type="checkbox"/>	2 tables (2.2 m each), 2 benches	€200.00
<input type="checkbox"/>	3 tables (2.2 m each), 3 benches	€240.00
<input type="checkbox"/>	for bookings of 4 tables and more, each table	€80.00
<input type="checkbox"/>	m <sup>2</sup> of exhibition area (tables/benches not included); per m <sup>2</sup>	€52.00
<input type="checkbox"/>	1-3 kW electrical connection	€48.00

**03.2 All of the aforementioned prices and fees do not include VAT at the applicable rate or AUMA fees (€1.20/table).**

**04 Product groups:**

**04.1 Our exhibits belong to the following product groups (please ensure that the groups add up to 100%):\***

- 1.1. Accessories
- 1.2. Pictures and posters
- 1.3. Books, sheet music, magazines
- 1.4. Vinyl records and CDs
- 1.5. Fan articles and merchandise
- 1.6. Lifestyle and street fashion
- 1.7. Musical instruments and accessories
- 1.8. Other products
- 1.9. Technical equipment and stereos
- 2.0. Vintage instruments

Company name

Customer number

Reference number

05

**Special contractual privacy policy information:**

We would be delighted to keep you up to date on other Messe Frankfurt Group products and services that might be of interest to you.

This is why Messe Frankfurt Exhibition GmbH wishes to process and use your data accordingly.

This also means that we would like to be able to share your data within the Messe Frankfurt Group and with the sales partner in your country.

I hereby consent to my data being processed and utilised for the purposes stated above.

I would also like to receive information by email.

You have the right to withdraw your consent at any time with effect for the future.

In order to contact us for this purpose, as well as for any questions, please send us an email to: [privacy@messefrankfurt.com](mailto:privacy@messefrankfurt.com) or write to us at: Ludwig-Erhard-Anlage 1, 60327 Frankfurt am Main, Germany. You will find further information in accordance with Articles 13 and 14 of the GDPR at [messefrankfurt.com/Privacy Policy](http://messefrankfurt.com/Privacy Policy).

06

**Merchant authorised to conclude contract / issue declaration:\***

Last name, first name:

01 Sole proprietor / Owner

02 Co-owner

03 Personally liable partner

04 Managing Director / Board Member

05 Authorised Company Officer

**We confirm receipt of the General Terms and Conditions as at October 2018 and hereby accept them in full. We also guarantee that the information provided under Item 01 is correct and up-to-date. The registration is binding.**

Place/date:

Company stamp / signature:

## General Terms and Conditions (As at: October 2018)

### 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  
Fax: +49 69 75 75-64 33  
www.messefrankfurt.com

hereinafter referred to as MFE or Messe Frankfurt.

### 2. Participation, company information

(1) Anyone who wishes to participate in an event as an exhibitor declares their intention to do so by completing the "Registration form", signing it and submitting it electronically to MFE. By submitting the registration form, the exhibitor declares to MFE their sincere interest in participating in the event.

The registration form applies to the period specified for the event. Submitting a registration form does not entitle the applicant to participate.

(2) The exhibitor will receive an electronic confirmation of receipt for their registration form. This does not constitute a "Confirmation of Participation" as specified under the terms of Section 6.

(3) With the submission of the registration form, the exhibitor confirms their VAT status (business/non-business) if they have one. In the event that the applicant specifies business status, this applies in particular to the correctness and validity of their Tax Identification Number / VAT ID Number within the EU for the time at which the service is rendered, as well as that the service is rendered solely for the company. This declaration (including the Tax Identification Number / VAT ID Number) shall also be considered to have been given for all future transactions. The exhibitor undertakes to inform MFE without delay if their VAT status changes, if their Tax Identification Number / VAT ID Number becomes invalid or changes, or if the service is not being rendered solely for the company. All of the exhibitor information provided in the registration form, and the registration form itself (including the VAT business status and the specified Tax Identification Number / VAT ID Number) constitute the common basis for all Messe Frankfurt stand rental and other services provided to the exhibitor.

In the event of a change in company name or an alteration to legal form, the new firm will assume legal responsibility for all liabilities to Messe Frankfurt GmbH and its subsidiaries. The legal successor undertakes to inform MFE of the new Tax Identification Number / VAT ID Number insofar as the new entity enjoys business status.

The company declaring its intention to participate becomes the contracting party and recipient of services. To clarify whether the services are to be rendered for the company headquarters or for a permanent establishment of the company, the registrant confirms that services will be exclusively or predominantly rendered for the section of the company for which the address and related Tax Identification Number / VAT ID Number are entered in the registration form.

(4) MFE shall not be liable for the consequences or damages resulting either directly or indirectly from incorrect, misleading, imprecise or incomplete information either contained in the registration form or from any other details furnished by the exhibitor; MFE reserves the right not to consider Intention to Exhibit forms that have not been completed adequately or fully or that were submitted later than the date specified.

### 3. Admission

(1) The exhibitor's signed and submitted offer to participate constitutes a contractual offer that cannot be unilaterally withdrawn by the exhibitor after its receipt by MFE. MFE presents the exhibitor with their stand space assignment electronically. The contract with MFE regarding participation in the event does not come into force until the electronic confirmation message regarding the stand space assignment, which constitutes the acceptance of the contract.

(2) By submitting the registration form, the exhibitor acknowledges the General Terms and Conditions, Technical Guidelines, special event-specific rules and regulations, and the rules and regulations of MFE as legally binding.

(3) MFE will decide at its own discretion, exercising due care and diligence, whether or not to accept an exhibitor. MFE is entitled to refuse permission for exhibitors to participate based on the space it has made available for the event and on the purpose and structure it has defined for the event. Participation in previous events does not entitle the applicant to be accepted as an exhibitor. Companies that have not fulfilled their financial obligations to MFE from previous events or that have violated the rules and regulations, General Terms and Conditions, Technical Guidelines or other special event-specific rules and regulations of MFE at previous events may be excluded from participation. The exhibitor is not entitled to claim damages.

(4) Manufacturers whose exhibits correspond to the product groups of the event are eligible for acceptance as exhibitors at the event; the same applies to trade publishers with the appropriate subject matter. Other companies will be admitted by MFE to exhibit at the event, provided that the products to be exhibited constitute an inherent supplementation of the scope of products on show.

(5) The exhibitor undertakes to provide MFE with all the information required about their company and the products to be exhibited. At least one product group must be specified on the registration form.

Should the exhibitor wish to display several approved product groups on a single stand, they must designate one of these groups as the primary product group. Should the exhibitor's range of products or the composition of their product range not correspond to the details submitted, MFE shall be entitled to exclude – even at short notice – said exhibitor from taking part in the event.

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

(6) MFE shall determine the composition of the event, in particular the industries, product groups and their weighting, and is entitled, in deciding upon permission to participate, to take account of the composition of exhibitors with regard to their international origin, company structure, sectors and other objective factors. MFE shall not be bound by decisions taken in the past regarding previous events.

(7) If MFE has a substantial interest in measures as defined in paragraph (6) due to special circumstances, it has the right to arrange alternating acceptance of exhibitors.

(8) MFE is entitled to refuse permission to participate to companies that have simply acquired company assets such as rights to names or brands from former exhibitors. This does not apply in the case of legal succession.

#### **4. Stand space proposal and changes to the proposed stand position // Stand space assignment and changes to the proposed stand position**

(1) MFE's stand space assignments are binding and are issued in accordance with event strategies and technical exhibition factors. The stand space assignment is based on MFE's requirements and capabilities, as well as on the sector breakdown of the event, which is determined at the discretion of MFE. It is not based on the order in which the registration forms are received. Regardless of any stand position request that may have been specified in the registration form, exhibitors are not entitled to any particular position, stand size or stand type, nor are they entitled to the stand or stand position they had at the previous event.

(2) The stand space assignment may take into account the product groups to which the registered articles belong; MFE shall determine the product group to which the exhibitor is to be allocated.

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

(1) Exhibitors can also be permitted to take part in the events as joint stand participants.

(2) Joint stand participants are exhibitors with personnel and offering their own products at a joint exhibition stand rented by a joint stand organiser. Joint stand participants are subject to the same participation terms as the joint stand organiser. The joint stand organiser undertakes to include the General Terms and Conditions of MFE in its contract with the joint stand participants. When joint exhibition stands are approved, the stand space assignment is only sent to the joint stand organiser. The joint stand organiser is the sole contracting party of MFE. Joint stand organisers that are themselves exhibiting are also permitted.

(3) If a participant is allowed to share a stand without the consent of MFE, the latter is entitled to terminate the contract with the joint stand organiser without notice and to have the stand cleared at said organiser's expense.

#### **6. Conclusion of the Contract of Participation, subsequent changes**

(1) The Contract of Participation between the exhibitor and MFE becomes legally binding when the written confirmation specifying the agreed stand area is sent to the exhibitor.

The Contract of Participation is valid for the period of time specified.

(2) The Contract of Participation applies only to the registered exhibitor. Furthermore, the confirmed stand may not be transferred in whole or in part to third parties, even free of charge, nor may other companies be included or represented here. An exchange of stands and/or the transfer of a Contract of Participation to a different contracting party is only possible in justified exceptional cases, such as for export promotion, and requires the prior written consent of Messe Frankfurt.

If this provision is breached, MFE is entitled to terminate the contract without notice and to have the stand cleared at the exhibitor's expense.

(3) MFE is entitled, even after the conclusion of the Contract of Participation, to make changes to the stand space assignments, particularly regarding the position, type and size of the exhibitor's stand, insofar as this is necessary for reasons of security or public order, or due to the fact that changes in the stand space assignments are necessary to implement a more advantageous strategy for the event. Such subsequent changes must be reasonable for the exhibitor.

(4) The Contract of Participation is only valid for the products specified in the Intention to Exhibit form and approved by MFE; these are the only products that may be exhibited. MFE is entitled at any time to exclude from admission/presentation any exhibition articles that are not in keeping with the objectives it has set for the event. In the event that the exhibitor wishes to alter their exhibition range, they must inform MFE of their intention to add new products and/or omit products in good time prior to the beginning of the event to enable MFE to issue its consent after making any investigations necessary and undertaking any measures required. If MFE is notified less than two months prior to the start of the event, it cannot guarantee that it will be able to make the enquiries necessary for acceptance.

If the exhibitor alters their product range or its weighting without the consent of MFE, meaning that these no longer correspond with the details stated in the Intention to Exhibit, MFE shall be entitled to terminate the contract without notice. No claims for damages may be made against MFE by the exhibitor in this regard.

#### **7. Use of the stand, liability for non-participation or reduction of stand area, flat fees for expenses**

(1) The exhibitor undertakes to use the stand for the duration of the event in accordance with the General Terms and Conditions and to keep the stand sufficiently manned at all times during the opening hours of the event (compulsory presence). The exhibitor must use the stand in compliance with the admission criteria and in a way that is in keeping with the stand size and the exhibits on display. MFE has the right to inspect such use.

(2) If the exhibitor cancels their participation in the event, or for any reason does not take part in the event or reduces their original stand size, MFE is entitled to reallocate this stand area.

The cancellation must be made in writing. The exhibitor is liable for the full stand rent.

#### **8. Exhibits**

(1) The stand must be furnished with the exhibits specified in the Intention to Exhibit and accepted for display for the duration of the event. It is not permitted to exchange exhibits for different exhibition samples.

During the hours of opening, articles on display may not be concealed.

(2) Only brand-new articles or unique items may be used as exhibits. The manufacture of articles on the stand itself may only be carried out with the special permission of MFE.

For the demonstration of machines, equipment, plants, instruments etc., the regulations on the installation and demonstration of machines and equipment (see also Technical Guidelines) and any other applicable special regulations must be observed.

(3) Section 6 (4) shall apply if these obligations are breached.

#### **9. Terms of payment, termination in the event of non-payment or insolvency, lien**

(1) In return for the right to participate in the event and use the exhibition space, the exhibitor shall pay a fee (stand rent) to MFE. The prices and services applicable for the event can be found in the registration.

(2) Other services, such as electricity, must be ordered separately.

(3) The exhibitor will be sent an invoice for the stand rent. Statutory VAT at the applicable rate must be added to all prices, which are to be paid in

euros.

(4) The invoice is payable immediately.

(5) Objections to invoices must be made in writing within the limitation period of 14 days after receipt of the invoice. The invoiced sum may not be offset against non-recognised liabilities or claims against MFE.

(6) In the event of insolvency proceedings or inability to pay on the part of the exhibitor during the period covered by the contract, the exhibitor must inform MFE immediately.

(7) MFE is entitled to give notice of termination of the Contract of Participation, by registered mail sent to the last known address of the exhibitor, without observing the periods specified for notice and irrespective of the continued liability of the exhibitor for the entire stand rent, if

a. an application for insolvency proceedings has been filed or such proceedings commenced relating to the exhibitor or the exhibitor has discontinued payment or

b. the stand rent has not been received (or not received in full) by the specified payment deadlines.

After receipt of notice of termination, MFE may make other use of the exhibition area in question. In the event of an occurrence as defined in "a.", MFE can refuse permission to exhibit at future events. The exhibitor is not entitled to claim damages from MFE.

(8) To cover all obligations not fulfilled by the exhibitor, MFE has a lien on the exhibitor's stand equipment and exhibits brought onto the exhibition grounds. MFE may, if the commitment is not fulfilled within the time specified, have the seized articles auctioned or, providing they have a market price or are quoted on an exchange, sell them on the open market, having given the exhibitor written notice of intent one month prior to sale. MFE is not liable for damage to or loss of the seized goods.

(9) Section 562a sentence 2 of the German Civil Code (BGB) does not apply.

#### **10. Event schedules, rescheduling/relocation and alteration of event length, and cancellation/termination of the event**

(1) The duration of the event is specified in the Intention to Exhibit. During this period, the event is open for visitors from 10:00 a.m. to 6:00 p.m. and for exhibitors from 7:00 a.m. to 7:00 p.m., unless individually specified otherwise. Access to the exhibition grounds is not permitted outside of these times, unless a registered and approved evening event is taking place.

(2) The exhibitor has specified times prior to and after the event for stand set-up and dismantling. Set-up and dismantling work outside of this period, which is only permissible in exceptional circumstances and with the prior written consent of MFE, is subject to an additional fee. MFE reserves the right to change contractual set-up and dismantling times at short notice insofar as it has a substantial interest in such measures owing to special circumstances; the exhibitor shall have no claim to damages.

(3) Insofar as it has a substantial interest in such measures due to special circumstances, MFE is entitled to change the time and/or venue of the event and to alter the length and/or opening hours of the event.

If the length or venue of the event is changed, the contract will be deemed to be for the new time period and/or event venue; there are no rights of rescission whatsoever ensuing therefrom nor from any alteration to the hours of opening.

No claims for damages can be made under such circumstances.

(4) If the event is not held for reasons for which MFE is not responsible or due to force majeure, MFE has the right to cancel the event altogether or to hold it on a new date. The exhibitor shall be notified accordingly. If the event is rescheduled, the exhibitor shall have the right to cancel their participation on the new date, providing they do so within one week of receipt of notification of the new date.

(5) If the event is abandoned, once opened, owing to circumstances for which MFE is not responsible, rescission of the contract and submission of a claim for damages are excluded. The same shall apply if MFE, by reason of force majeure or other such circumstances beyond the control of MFE, is forced to close or clear one or more areas of the event or even the entire exhibition area either temporarily or for a longer period of time. This also includes any restrictions on utilisation of the contractually assigned stand area or access to it that ensue due to renovation or conversion measures or due to regulations and instructions issued by the appropriate authorities. Under such circumstances, MFE will endeavour to provide an alternative solution, yet in no way acknowledges a legal obligation to do so.

#### **11. Visitor authorisation**

(1) Trade buyers, trade visitors and other visitors are authorised to visit the Musikmesse Plaza event.

MFE is entitled to carry out appropriate checks at the entrance and to refuse entry to visitors who are not in keeping with the purpose of the event.

#### **12. Sales activities, over-the-counter sales, termination without notice if obligations are breached**

(1) The exhibitor may accept orders and commissions from specialist trade buyers who furnish proof of their identity as such and may conclude contracts for performance outside of the event. The same applies to exhibits that are to be delivered once the event has finished.

(2) Violations entitle MFE to close the stand immediately, without prejudice to the exhibitor's continuing liability for full stand rent. The exhibitor is not entitled to claim damages.

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

(4) Cash sales

Notwithstanding Section 12, cash sales are permitted at the Musikmesse Plaza.

#### **13. Advertising**

(1) The inside area of the stand may be used by the exhibitor for advertising their own exhibits only.

(2) MFE may issue regulations relating to the design of the outer stand areas, taking account of the overall impression to be made by the exhibition.

(3) Promotional activities outside of the boundaries of the stand may not be implemented either on the exhibition grounds or in their direct vicinity; this condition also applies to the use of persons for promotional purposes, as well as the distribution or affixing of any kind of advertising material, such as leaflets, posters, stickers etc., in the aisles of the exhibition halls, on the exhibition grounds, in the direct vicinity of the exhibition grounds, or in car parks used for the trade fair. Similarly, no surveys, tests, competitions, prize draws or contests may be carried out outside of the stand; test surveys conducted by MFE are exceptions to this rule.

(4) For certain advertising measures on the exhibition grounds and in their direct vicinity, exhibitors can avail themselves of products and services offered by

Messe Frankfurt Medien und Service GmbH  
Advertising Services Team  
Ludwig-Erhard-Anlage 1  
60327 Frankfurt am Main  
Germany  
Phone: +49 69 75 75-5646  
Email: advertising.services@messefrankfurt.com.

(5) The following advertising measures are not permitted, even on the stands:

- Any measures that constitute a breach of applicable legal and administrative regulations or engineering standards or that are contrary to accepted principles of morality
- Any measures containing ideological or political subject matter
- Any measures that disturb other exhibitors, e.g. due to acoustic or visual irritations (such as flashing lights, tickers, public address systems etc.), accumulation of dust, soiling of the flooring etc.
- Any measures interfering with the flow of visitors, especially those that cause congestion in the hall aisles and are thus detrimental to the running of the event
- Any measures comprising a decoration of the stands with flags, pennants, banners etc.
- Any measures involving the exhibition of live animals
- Any measures constituting third-party publicity, as well as any measures citing the names of suppliers, customers or other companies
- Any measures promoting other fairs and exhibitions that can be regarded as competitor events
- Any measures that violate official instructions and orders, particularly those of the fire department

(6) The use of the logo of MFE or of the event requires the written consent of MFE.

(7) Presentations whose audio component can only be heard through earphones are permitted without cabins if they are arranged at the stand in such a way that other exhibitors are not disturbed by them and visitors in the hall aisles are not hindered in any way. When using CD players or record players, the requirements set out in the Messe Frankfurt Technical Guidelines must be observed.

(8) In exceptional cases and with the additional approval of MFE, the use of monitors or monitor walls is permitted, provided that these are at least two metres from the aisles and provided that this space may be used unrestrictedly by viewers and that other exhibitors are not disturbed or other visitors inconvenienced.

(9) The exhibitor undertakes to pay in full all licensing and other fees and expenses (GEMA, German Artists' Social Welfare Fund, applicable tax for foreign nationals (Ausländersteuer)) that are due for musical and other performances/reproductions using any type of sound or visual media. The exhibitor is responsible for providing the necessary trade office approvals, registration documents and other documents required for participation in the Musikmesse Plaza.

In the event that the exhibitor neglects to register/pay the licensing or other fees and expenses due, they shall indemnify MFE against any and all third-party claims related to their improper conduct.

(10) MFE is entitled, at the exhibitor's cost, to remove all advertisements that have been put up without permission and to stop any publicity measures that have been implemented without permission, without consulting the exhibitor or taking legal action.

#### **14. Visual and sound recordings**

(1) Making visual and sound recordings of any kind (including drawings and sketches) (hereinafter referred to as "recordings") of exhibition samples or items of third parties is prohibited.

In the event of violations, MFE is entitled to confiscate and store drawings, sketches and exposed/recorded audio and/or visual materials at the exhibitor's expense.

Activities of the media – such as radio, television, film, daily and trade press – for the purpose of press coverage are not affected by this provision.

(2) The exhibitor is entitled to make, or to have made, recordings of their own stand, exhibition articles and/or exhibits during the hours of opening of the event. MFE has authorised photographers for each hall level and the outdoor exhibition area that can be identified by their official Messe Frankfurt GmbH identity cards; these photographers are authorised to make recordings on behalf of the exhibitor. If the exhibitor wishes to have recordings made by their own photographer and/or to have recordings made outside of the official opening times of the event, the permit to do so must be requested from Messe Frankfurt Exhibition GmbH (there is no specific application form for this).

(3) The exhibitor gives their irrevocable consent to the unpaid creation, editing (in whole or in part), reproduction (including in edited form), distribution, exhibition and utilisation in audiovisual media, by MFE or third parties commissioned by same, of recordings of their person, exhibition articles and/or exhibits made within the framework of the event, including for purposes other than the depiction of an event, for all current and future media; including, but not limited to, the utilisation by MFE and its affiliated companies as defined under Section 15 of the German Stock Corporation Act (AktG) for marketing purposes.

These rights are not subject to any restrictions of space or time.

#### **15. Protection of registered designs and combating product piracy**

(1) It is the responsibility of the exhibitor to safeguard exhibits against any breach of protection regulations and, in particular, to protect them from visual and sound recordings (including sketches).

(2) Exhibition protection for inventions to be registered as patents is not covered by the application under Section 15 (1) above. It is the responsibility of the exhibitor to have their inventions registered in good time prior to the start of the event with the German Patent Office (Deutsches Patentamt):

Deutsches Patentamt  
Zweibrückenstrasse 12  
80331 Munich  
Germany  
Phone: +49 89 21 95 0  
Fax: +49 89 21 95 22 21

(for the Federal Republic of Germany) and/or under the terms of the European Patent Convention with the European Patent Office:



European Patent Office  
Erhardtstrasse 27  
80331 Munich  
Germany  
Phone: +49 89 2 39 90  
Fax: +49 89 23 99 44 65

(3) Furthermore, the exhibitor declares bindingly and irrevocably that the exhibited products are their own creation or that they are authorised copies or imitations of products created by other suppliers or third parties. The exhibitor also undertakes to respect the privileged intellectual property rights of third parties. Insofar as such an infringement of intellectual property rights is properly brought to their attention during their participation in the event, the exhibitor undertakes in advance to remove the affected products from the stand.

The exhibitor explicitly acknowledges that, should this obligation be breached and the conditions of Section 16 (1) of the General Terms and Conditions are met, MFE is entitled to exclude the exhibitor from further participation in current or future events.

#### **16. Exclusion of exhibitors and refund of stand rent**

(1) If, through a legal decision by a German court (judgement etc.), an exhibitor has been prohibited from exhibiting or 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 exhibiting or offering products and services or making advertising presentations of the same on their 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. In such cases, the stand rent will not be refunded (in whole or in part). MFE is not obliged to check the correctness of the court ruling. There is no legal entitlement to exclude the exhibitor affected by the court ruling.

(2) If a court ruling in accordance with paragraph (1) above should be set aside at a later time by a court of appeal, the exhibitor rightly excluded on the basis of the earlier court ruling 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 internal rules and regulations or there are other reasons justifying the termination of the stand rental contract without notice. In this case as well, there shall be no refund of the stand rent (in whole or in part).

#### **17. Exclusion of liability**

(1) MFE accepts no liability for minor breaches of duty, insofar as these are not contractual duties whose fulfilment is of particular importance to the purpose of the agreement (cardinal obligations) or injuries to life, body or health. Claims for damages in such cases shall be limited to the amount of typical foreseeable damages at the time the agreement was concluded. The same shall apply to any breaches of duty by the vicarious agents of MFE. In this regard, MFE also disclaims all liability for consequential loss, including consequential loss caused by defects, in particular loss of profits.

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

#### **18. Safety regulations, accident prevention, exhibitor's obligation to ensure public safety and other statutory and official regulations**

(1) The exhibitor undertakes to observe all statutory, official and other accident prevention regulations, including those issued by the occupational accident insurance authorities, and any other safety directives during set-up and dismantling work and for the duration of the event. This includes the safety regulations and Technical Guidelines issued by MFE. Reference is made in this regard to the provisions of the current Model Ordinance on Places of Assembly (Musterversammlungsstättenverordnung).

(2) Members of the police, fire brigade, rescue services, Trade Supervisory Office, Building Supervisory Board, Public Affairs Offices (Ordnungsamt) and representatives of MFE must be given access to stands at any time. Their instructions are to be obeyed. In general, police, fire brigade and ambulance staff are on duty at the exhibition grounds for the duration of the event. They should be notified immediately in an emergency.

(3) MFE is entitled to check at any time that safety regulations are being observed. MFE is authorised to order the immediate rectification of a situation that does not conform to regulations at the expense of the exhibitor and to prohibit at all times any operation that is against regulations. MFE may stop the operation of machines, appliances or other such systems at any time and prohibit renewed operation if it considers this to constitute a danger or if other exhibitors or visitors are disturbed or inconvenienced by them. The decision of MFE is final.

(4) The exhibitor undertakes to observe instructions and directives given on the basis of public emergency regulations, e.g. smog directives, emergency laws etc.

(5) The exhibitor is liable for all damage to persons or property and all financial losses that have been culpably caused by their stand set-up and dismantling, stand equipment, exhibits and their operation, or by their employees or those acting on the exhibitor's behalf.

(6) The exhibitor is responsible for ensuring public safety of the exhibition stand they have set up and/or are using. This applies in particular to stand safety and fire safety at the exhibitor's special and evening events.

(7) If local trade and sanitary permits are necessary, these are to be obtained by the exhibitor in good time prior to the start of the event and kept on hand at the stand.

(8) The exhibitor is responsible for observing all regulations concerning food processing and distribution, as well as veterinary police provisions. This also applies to samples distributed free of charge.

Notification must be given of any temporary equipment for dispensing drinks. This equipment must be registered with the Department of Health of the City of Frankfurt am Main no later than ten days prior to the envisaged start of operation.

Distribution of drinks and food by the exhibitor against payment is not permitted (see also Section 13 (3)) as a general rule.

(9) Provisions laid down in the German Working Time Statute (AZO), the German Maternity Protection Act (MuSchG) and the German Youth Employment Protection Act (JArbSchG) are to be observed, insofar as individual provisions are not set aside by so-called market privileges.

(10) The provisions of the currently valid German Industrial Code (GewO), in particular in Section IV ("Fairs, Exhibitions, Markets"), are to be observed.

(11) MFE must be notified in advance of any work with an open flame, such as welding, cutting, soldering, thawing and grinding work.

Work cannot begin until it has been approved and the permit issued.

The surrounding area must be adequately protected against hazards during such work.

## **19. Insurance**

MFE does not bear insurance risk. It is recommended that the exhibitor take out adequate insurance coverage.

## **20. Assertion of claims**

All claims by the exhibitor must be made to MFE in writing no later than fourteen (14) days following the end of the event; claims made at a later date will not be considered and will lapse (limitation period).

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

(1) MFE reserves the right to amend or supplement these General Terms and Conditions or to waive them in exceptional circumstances; such alterations must be made in writing. Verbal agreements must be confirmed in writing by MFE before they can be considered valid.

(2) Provisions included in the exhibitor's purchasing or order conditions that conflict with the agreements of these General Terms and Conditions, Technical Guidelines, special event-specific rules and regulations, or the rules and regulations of MFE are void, insofar as MFE has not given its express written consent to the individual exceptions requested by the exhibitor.

(3) The contracting parties expressly agree to Frankfurt am Main, Germany, 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 one of the contracting parties has no general place of jurisdiction in Germany.

(4) As a substitute, the special jurisdiction of the place of performance as specified in Section 29 of the German Code of Civil Procedure (Zivilprozessordnung) is deemed agreed, with said place of performance resulting from the nature of the contractual obligation under which the rent is payable at the location of the premises in question.

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

(6) Furthermore, each party to the agreement is entitled to proceed against the other at the latter's place of residence or business.

(7) Should individual provisions of this agreement be or become invalid, the validity of the remaining provisions shall not be affected. In such a case, both parties to the agreement undertake to replace any invalid provision with a valid provision that most closely achieves the commercial purpose intended by the invalid provision.

(8) The German text and German law shall prevail when interpreting the General Terms and Conditions and all other conditions specified.