

Terms and Conditions for EXPO Exhibitions

§ 1 Subject Matter of the Agreement; Applicability of the General Terms and Conditions

- (1) These Terms and Conditions for EXPO Exhibitions (hereinafter: "Terms and Conditions") apply to Exhibitors participating in an Expo organized and conducted by SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun-Straße 4, 14053 Berlin (hereinafter: the "Organizer", "we" or "us").
- (2) By registering for the EXPO, the Exhibitors acknowledge and accept these General Terms and Conditions. Pre-formulated contractual terms of the Exhibitors that deviate from these Terms and Conditions shall only become part of the contract if the Organizer has expressly agreed to them in writing.
- (3) These General Terms of Use can be retrieved here: <https://expo.scc-events.com/s/terms-conditions> as well as being stored and printed out in their current version. The Terms and Conditions for EXPO Exhibitions in German language can be found here: <https://expo.scc-events.com/s/exhibition-conditions>. In the event of any discrepancies between the German and the English version of the General Terms of Use, the provisions of the German version shall prevail.

§ 2 Participation in Events / Conclusion of Contract / Services

Use of the booked stand area by persons other than the Exhibitors is not permitted without the prior written consent of the Organizer. The Organizer has the right to exclude any co-exhibitors who have not been registered, have not been fully registered or have been incorrectly registered from participation in the event at any time.

§ 3 Exhibition Areas

- (1) **Location and dimensions of the exhibition space:** The organiser will provide exhibitors with exhibition space of the agreed size for the agreed period. All stand areas consist solely of floor space; no walls or furniture are included. Unless otherwise agreed, the organiser will not provide an exhibition stand.
- (2) **Allocation based on the organiser's plan:** Stand spaces will be allocated on the basis of the organiser's plan, at the organiser's discretion and considering the date on which bookings are received. The organiser will take the exhibitor's preferences regarding the location and size of the exhibition space into account as far as possible. However, there is no entitlement to the allocation of a specific stand space.
- (3) **Neighbouring stands/protection from competition:** Exhibitors have no say in the allocation of exhibition space to other exhibitors. This also applies to adjacent exhibition spaces. The organiser does not guarantee exhibitors protection from competition.

- (4) **Changes to the total exhibition space:** The organiser is entitled, up until the day the event begins, to make changes to the exhibition space, in particular to alter its location, dimensions and size, insofar as this is necessary for reasons of event safety, or because the event is oversubscribed and further exhibitors must be admitted to the event, or because such changes are necessary for a more efficient utilisation of the premises and areas required for the event. Such changes must be made with due regard to the legitimate interests of the exhibitors and must not place an unreasonable burden on them. The organiser shall inform the exhibitors in good time of any changes to be made to the total exhibition space.
- (5) **Adjustment of exhibition spaces:** The organiser is entitled, where circumstances so require, to reduce the size of exhibitors' stands slightly and to change their location. The allocation and provision of stand space shall be determined in accordance with the organiser's technical and safety requirements.
- (6) **Subsequent changes made by exhibitors:** Any costs incurred by the organiser as a result of changes to the exhibitors' plans made after written confirmation of the stand has been received will be charged on a pro rata basis and according to the actual costs incurred.
- (7) **Insurance:** The organiser has taken out organiser's liability insurance. However, this does not cover exhibition stands or items brought onto the event site by exhibitors. To ensure comprehensive cover against damage or loss, the exhibitor must, where necessary, take out appropriate insurance in their own name and at their own expense. It is recommended that rented items be insured against theft for the duration of the rental period.
- (8) **Security:** The organiser is responsible for general supervision of the event site and ensures security at the gates of the event building and site. However, due to the size of the event site and the large number of people present there, the organiser cannot guarantee continuous security and control of the entire event site.
- (9) **Exhibitor passes:** The organiser shall provide exhibitors with the necessary number of passes for the staff they employ for the set-up, dismantling and operation of the exhibition stand. The number of passes depends on the stand size, as confirmed by the exhibitors. Additional passes may be provided for a fee. Accreditations are non-transferable. Any transfer to third parties is prohibited.
- (10) **Powers of control:** The organiser has unrestricted powers of control over the exhibition grounds, as granted to it by the lessor of the venue. The organiser reserves the right to regulate traffic on the exhibition grounds and access by exhibitors and their staff, including contracted companies, throughout the entire set-up and dismantling period.
- (11) **Organiser's right to make changes or dismantle:** If the stand is erected and/or the exhibition space is operated in breach of these Exhibition Conditions or contrary to the information previously provided by the exhibitors or the organiser's instructions, the organiser is entitled to demand necessary changes; or, if this is only possible at disproportionate expense or is unreasonable for the organiser for other justified reasons,

to have the entire exhibition stand dismantled. The organiser may charge the exhibitors for the costs of alteration and dismantling. The organiser is only entitled to make changes to or dismantle the exhibition stand if it has first given the exhibitors a reasonable opportunity, given the circumstances, to carry out the necessary changes or dismantle the stand themselves.

(12) Acceptance of consignments: The organiser is under no obligation to accept letters or consignments of goods (e.g. exhibition goods, stand construction materials) on behalf of exhibitors. Exhibitors are not entitled to designate the organiser as the recipient of such consignments. The Organiser shall not be liable for losses or for invalid or delayed deliveries. This shall also apply if the Organiser refuses to accept such consignments. Exhibitors may not derive any claims against the Organiser if the latter accepts consignments without checking them for correctness and completeness or fails to verify freight and forwarding invoices. The same applies to loss or damage to such goods for which the organiser is not at fault. Exhibitors shall reimburse the organiser for all expenses, in particular freight and storage costs, incurred by the organiser in connection with the acceptance and, where applicable, storage of consignments, and shall indemnify the organiser against all claims by third parties in this regard.

§ 4 Obligations of the Exhibitors

(1) House Rules / Exhibition Conditions; Right to Issue Instructions: The Exhibitors acknowledge the house rules issued by the landlord of the event premises and any additional exhibition conditions as binding. Where such rules and conditions contain provisions and requirements relating to stand construction and use as well as safety regulations, the Exhibitors shall ensure that these are also complied with by their employees. The house rules and exhibition conditions are made available for download at the URL: <https://www.bmw-berlin-marathon.com/en/expo/exhibitors> or <https://www.generali-berliner-halbmarathon.de/en/expo/exhibitors>. The Exhibitors are obliged to follow the instructions of the Organizer and its employees, as well as any orders issued by public security and licensing authorities, in particular but not limited to instructions regarding the assembly and dismantling of the exhibition stand (including waste disposal) and its operation.

(2) Stand assembly and dismantling times: The Exhibitors are obliged to erect their stands within the stated assembly times and exclusively on the stand areas allocated to them. Assembly and dismantling outside the specified times is subject to a fee and must be coordinated with the Organizer. Exhibitors can find the regular assembly and dismantling times on the relevant websites. The storage of exhibition or decoration material as well as preparatory and production work on third-party stand areas and in the aisles forming part of

escape routes during assembly and dismantling is prohibited. During assembly and dismantling, aisles must be kept clear at all times to a minimum width of 1.20 m.

(3) Stand construction and construction regulations: Stand construction must correspond to the documents submitted and comply with the exhibition conditions as well as the current state of the art and the applicable regulations on fire protection and structural safety. Unless otherwise agreed, the assembly and dismantling of an exhibition stand shall be carried out under the responsibility and at the expense of the Exhibitors. The type, design and presentation of the stand shall be the responsibility of the Exhibitors. Two-storey stands and covered stand structures are not permitted. Meaningful and to-scale construction drawings (isometric view, elevation and floor plan with dimensions as well as a construction description) must be submitted to the Organizer six weeks before the start of the event. The content of the documentation most recently submitted shall be binding on the Exhibitors. Depending on the effort involved, costs may be incurred for approvals (e.g. for review of the submitted documentation and on-site acceptance). These costs will be invoiced to the Exhibitors.

In indoor areas, walls, stands, exhibits, advertising etc. with a construction height of 2.50 m or more are subject to approval by the Organizer and, in addition, a structural stability certificate must be submitted. A “hall wind” of 0.125 kN/m² must be assumed. The Organizer is free to request such documentation also for constructions lower than 2.50 m where, due to the nature and size of the constructions, hazards may arise. Any approvals required for the construction of the stand must be obtained at the Exhibitors’ own expense.

For constructions in outdoor areas, structural stability certificates must be submitted. Pop-up tents are not permitted in outdoor areas. The Organizer reserves the right to prohibit the erection of stand structures without a structural stability certificate and/or to demand their removal. Constructions and mobile installations (e.g. merchandise stands, beach flags, A-frame signs) may not at any time be positioned outside the allocated stand area or protrude into aisles and may not exceed the permissible height of the stand. All constructions must be erected with sufficient structural stability to ensure safety at all times and to avoid endangering third parties. Responsibility and the burden of proof for the structural safety of their constructions remain with the Exhibitors. Technical and safety equipment such as fire detectors, extinguishing equipment (e.g. fire extinguishers, wall hydrants), triggering devices, utility connections (including electricity, water, data) and their signage may not, at any time, be removed from their locations, covered or obstructed. They must remain accessible and clearly visible at all times.

(4) Duty to occupy the exhibition area and operate an exhibit: The Exhibitors are obliged to occupy the rented exhibition area with the agreed, or an equivalent, exhibition stand and to operate it continuously during the event. The exhibition stand must be continuously staffed with qualified personnel during the opening hours of the event.

(5) Stand security: The security and safeguarding of their exhibition stands, stand components and inventory is the sole responsibility of the Exhibitors. Exhibitors may commission such security via the Organizer at their own expense.

(6) Promotion and advertising: Exhibitors are only permitted to carry out advertising of any kind within their exhibition stands and only on their own behalf. The provision of beverages and/or food for promotional and presentation purposes requires the Organizer's prior express approval. The installation of a separate sound system on the stand area is generally prohibited.

(7) Cleaning of the exhibition stand: When operating their exhibition stands, Exhibitors shall ensure that the stands are kept tidy and free of contamination at all times. The storage of empty and full containers (including daily requirements) outside or behind the allocated stand area is not permitted. Cleaning of the exhibition stand, including waste disposal, is the sole responsibility of the Exhibitor. Cleaning must be completed daily before the start of the event.

(8) Waste disposal: Disposal of waste and interim cleaning is permitted at any time. Exhibitors shall avoid unnecessary waste. Where reuse is not possible, Exhibitors are responsible for waste disposal. They shall separate waste into individually recyclable materials and dispose of it properly in the waste bins and compactors provided by the Organizer. Containers for waste, recyclables or residual materials made of combustible materials may not be placed on the stands. Containers on the stands must be emptied regularly, at the latest every evening after the EXPO has closed, into the recycling or residual waste stations. If larger quantities of combustible waste are generated, such waste must be disposed of several times a day. In the event of violations, the materials concerned will be removed by the Organizer, excluding any liability for damage of any kind. Any costs incurred will be charged to the Exhibitors.

(9) Stand dismantling and return of rented items: By the end of the agreed dismantling period, and at the latest by the end of the rental period, the Exhibitors must remove all stand construction materials and all equipment completely and restore the exhibition area to its original condition. Floor coverings and adhesive tapes must be completely removed. No items, including waste, may be left on the exhibition area. The Organizer is entitled to remove and store items left behind at the Exhibitor's expense and risk and to dispose of waste at the Exhibitor's expense. In the case of stored items, the Organizer is entitled, after fruitless expiry of a reasonable grace period, to dispose of them at the Exhibitor's expense. The Organizer assumes no liability for damage to or loss of items left behind, even if this occurs with its consent after the dismantling period. The Exhibitor shall return the exhibition area in a broom-clean condition. Any damage caused to the exhibition area during the rental period shall

be remedied by the Exhibitors at their own expense or, if repair is not possible by the time the rented object is returned, the cost of repair shall be borne by the Exhibitors.

(10) Internet: In order to be able to use the internet during the exhibition period, Exhibitors may obtain such services via the Organizer. The terms of use for the event internet apply.

(11) Suspension points / rigging: Any type of suspension above the stand area, for example for trusses, lighting, advertising systems or similar, may only be carried out by a partner company commissioned by the Organizer. Orders are subject to a fee and can be placed via the order form with the Organizer, stating the exact position on the stand area and the loads and heights to be suspended. For structural reasons, suspensions are not possible at all positions. The Organizer reserves the right to reject suspensions.

(12) Electrical connections: Where power supply has been ordered for a fee, the Organizer shall determine the power supply transfer points. Sub-distribution within the stand is the responsibility of the Exhibitor. Constructions made of electrically conductive materials with devices attached to them (e.g. aluminium trusses or trade fair construction systems with lamps mounted thereon and/or cables routed above them) must be integrated into an equipotential bonding (earthing) system. Electrical devices brought onto the stand must have a valid inspection in accordance with DGUV Regulation 3 (formerly BGV A3). Devices without verifiable inspection may not be used. Live parts must have touch protection. Statutory regulations and EN, DIN, ISO, VDE and BGV standards must be complied with. Furthermore, Exhibitors must expect that the Organizer will lay electrical cables through stand areas, which must be tolerated by the stand constructor and, where necessary, may be covered with a stand floor approximately 10 cm high.

(13) Occupational health and safety: Exhibitors are obliged to comply with occupational health and safety requirements – in particular, but not limited to, requirements concerning the wearing of personal protective equipment and the operation of machinery.

(14) Flying objects: Drones, balloons and similar flying objects may not be used. The use of balloons filled with safety gas must be coordinated with the Organizer in advance.

(15) Beverage dispensing / sale of food: The exclusive right to sell food and beverages for immediate consumption lies with SCC EVENTS GmbH, which will in individual cases conclude separate agreements with Exhibitors.

(16) Exhibition of motor vehicles: The display of vehicles is only permitted after prior consultation with and approval by the Organizer. Vehicles with petrol engines may only be

displayed in the halls with fuel tanks inerted with nitrogen via the Organizer. Only a small residual amount of fuel may remain in the tank (< 5 litres). The starter battery must be disconnected. In the case of electric vehicles, the main battery must be disconnected.

(17) Parking and traffic: The provisions of the German Road Traffic Regulations (Straßenverkehrs-Ordnung – StVO) apply throughout the entire premises. The maximum speed permitted on the premises is 10 km/h. Fire brigade access and circulation routes must be kept clear at all times. Vehicles, trailers, containers, receptacles and any goods parked without authorisation may be removed by the operator at the owner’s or holder’s expense and risk. All vehicles must be parked in the exhibition car park provided for this purpose. Driving on the hall floors is generally prohibited.

(18) Use of gas: The use of gas-powered installations (combustible gas) and lifting gas (e.g. for balloons) is prohibited throughout the entire premises. The distribution of balloons filled with lifting gas is not permitted.

(19) Activities: Interactive activities for guests and performances on stand areas (e.g. artists, photo walls, competitions such as prize wheels, etc.) must be coordinated with the Organizer in advance and must be planned and implemented in such a way that the aisle areas between the stands are not impaired; this means that areas for the public and queuing areas must be provided within the stand area. Furthermore, materials for directing visitors (e.g. belt barriers) must be provided in sufficient quantity by the Exhibitor. The Organizer reserves the right to limit such activities in time or, where necessary, to prohibit them altogether.

§ 5 Non-smoking policy and fire protection

(1) Smoking is strictly prohibited inside the buildings. The smoking ban also applies to the use of e-cigarettes and vaporizers and to the consumption of THC-containing products.

(2) Welding, cutting, soldering and grinding work and similar activities are not permitted in the hall. Sawing, grinding and similar work may only be carried out with extraction equipment.

(3) Open fire and fire-hazardous activities as well as the storage of flammable liquids are generally prohibited.

(4) For fire protection reasons, stands may not be covered.

(5) Emergency exit doors, escape routes and fire brigade access and movement areas as well as the associated signage must be kept clear over their full width at all times. DIN 4102 and DIN EN

13501-1 (fire behaviour of building materials and building components) or comparable product standards must be observed and complied with when using all stand construction materials / building materials.

(6) Easily flammable materials as well as materials that drip while burning, materials that burn in a toxic manner or similar materials may not be used in stand construction.

(7) For load-bearing structural components, special requirements may be imposed for safety reasons on a case-by-case basis. All materials, with the exception of planed wood (see below), must comply with DIN 4102 or DIN EN 13501-1 and must at least be of class B1 or B, C-s3, i.e. be “hardly flammable”. Materials used above a height of 1.50 m must furthermore not drip while burning. Floor coverings must also be hardly flammable and must have a general building inspectorate approval.

(8) Planed wood must have a material thickness of at least 18 mm in order to be permissible as a building material. The use of unplaned rough-sawn wood is not permitted. Installation is permissible only if there is evidence of approved fire protection upgrading or sufficient protection against ignition.

(9) Deciduous and coniferous trees may only be used with moist root balls or in freshly cut condition. Bamboo, reeds, hay, straw, bark mulch, peat and stand decorations made of textiles, paper and similar materials without manufacturer-supplied fire protection treatment may only be used after prior flame-retardant impregnation in order to achieve the required fire protection class.

(10) For plastic materials, only those may be used that are provided by the manufacturer with a hardly flammable finish. Subsequent impregnation of such materials is not possible.

(11) The building material and fire protection classes of all stand construction materials used, as well as certificates for any subsequent impregnation of materials, must be documented by valid certificates and by declarations of conformity issued by the Exhibitors or commissioned subcontractors and must be kept available in paper form from the start of assembly and presented upon request.

(12) Materials used above a height of 1.50 m may not drip while burning. Floor coverings must also be hardly flammable (see above).

(13) Exhibitors or commissioned subcontractors / stand constructors must issue declarations of conformity in order to document the use of appropriately certified materials. A template for this document can be downloaded from the following website: <https://expo.scc-events.com/s/> All documentation must be submitted in digital form in advance of the event and kept available in paper form from the start of assembly and presented upon request.

(14) All heat-generating electrical equipment (spotlights, transformers etc.) must be mounted on non-combustible, heat-resistant and non-heat-conducting surfaces. Spotlights, lamps and other heat sources must be positioned at such a distance from combustible materials that ignition is excluded at all times. Manufacturer specifications and operating instructions must be complied with accordingly.

(15) The Organizer reserves the right to inspect the materials used on site to verify their properties and, in the event of non-compliance with the required building material class, to remove such materials from the hall at the Exhibitors' expense.

§ 6 Promotional Material and use of trademarks/logos; photographs and film footage; third-party rights

(1) Photo and film recordings, social media: The Organizer will produce or have produced photo and film recordings (together: "Image Recordings") at the event and will distribute and publicly reproduce and make these accessible for the purposes of reporting on the event, in particular on the Organizer's website, on its social media channels and in printed materials of the Organizer. Selected Image Recordings will be passed on to the press and other media for use in their editorial reporting about the event. The Exhibitors grant the Organizer the rights of use required for the use of the Image Recordings as described. They shall ensure that their employees are informed of the fact that Image Recordings will be made for commercial purposes. The right to object pursuant to Article 21 GDPR remains unaffected.

(2) Exhibitors' signs: The Exhibitors permit the Organizer to use the trademarks, company / product names and company / product logos or other identifiers of the Exhibitor stored in the company profile (hereinafter: the "Signs") to promote the event in any form, in particular on the Organizer's website and in the programme brochure for the respective event. The Exhibitors agree that their Signs may be placed together with the Signs of other Exhibitors in advertising materials.

(3) Own rights, third-party rights: The Exhibitors warrant that they are entitled to provide the Organizer with the texts, logos, trademarks and company / business / product names referred to in this paragraph for the purposes specified and to grant the corresponding rights and that

no third-party rights conflict with the contractual use. The Exhibitors shall ensure that, through their appearance at the event, in particular through the design of the exhibition stands and the goods displayed there, they do not infringe the rights of third parties, in particular copyrights, trademarks or design rights, and do not violate competition law provisions.

(4) Indemnification: The Exhibitors shall indemnify the Organizer against all claims asserted by third parties against the Organizer on the basis of alleged or actual infringements of rights due to the use of the data material or the use of the Signs, logos, company / product names and/or the Exhibitors' appearance at the event and shall be obliged to reimburse the Organizer for all costs incurred by the Organizer as a result of such third-party claims. Reimbursable costs shall also include the costs of appropriate legal defence of the Organizer against such claims. In such cases, the Organizer will inform the Exhibitors without undue delay of any measures to be taken in connection with the legal defence.

(5) Photo and film recordings by the Exhibitor: Unless otherwise provided herein, the Exhibitors are entitled, at their own expense and risk, to take or have taken photographs and film recordings of the event. The right to produce and use image material of the EXPOs does not include any rights with regard to the distribution and display of images of identifiable natural persons, such as visitors to the EXPO, employees, sponsors or other persons.

(6) Personality rights / data protection: It is solely the responsibility of the Exhibitors to ensure that the use of the image material produced by them does not infringe the personality rights of the persons depicted. Within the meaning of Article 4 (7) GDPR, the respective Exhibitors are solely responsible under data protection law for the processing of personal data in connection with the production and use of image material showing natural persons. The Exhibitors undertake to ensure that the applicable data protection provisions in the Federal Republic of Germany and the European Union are not infringed when producing and using the image material and, in particular, that all statutory information obligations are observed and implemented. The Exhibitors shall also impose all aforementioned obligations on their service providers, vicarious agents and assistants.

(7) Use of the event logo and title: Exhibitors are prohibited from using the event logo without the Organizer's prior consent in text form. Where the event title is used, care must be taken to ensure that the event title is written out in full and correctly.

§ 7 Adjustment of the Event, Force Majeure

(1) Interruption, closure of the event: The Organizer is entitled, in justified exceptional situations, to postpone the event in time and/or place, to shorten it, to discontinue it, to

interrupt it temporarily, to close it partially or to cancel it. A justified exceptional situation that justifies such a measure exists if there are sufficient factual indications that the planned staging or continuation of the event could lead to a specific risk to life and limb or to property of considerable value. The same applies if the planned staging of the event becomes impossible due to circumstances that are outside the operational processes and sphere of influence of the parties (force majeure). Force majeure includes in particular, but not exclusively, war, conditions similar to war, civil disturbance, strikes, shortage of energy or raw materials, revolution, rebellion, military or civil coup, terrorism, reactor accidents, riots, embargo, government orders, travel restrictions, official orders, epidemics, pandemics (e.g. COVID-19), fire, hurricane or other disasters as well as natural events such as earthquakes and landslides. Insofar as such an exceptional situation not attributable to the Organizer exists, the Organizer shall be released from its performance obligations. The Exhibitor's obligation to pay the rental fee shall cease proportionately as follows:

- In the event of cancellation before the start of the event: 100% minus the costs already incurred by the Organizer in providing the contractual services. The costs to be deducted for this purpose are flat-rated at 25% of the rental fee. The Exhibitors have the right to prove that such costs have not been incurred or have been incurred to a lesser extent.
- In the event of cancellation from the first day of the event: proportionately according to the number of days on which the event has already been open in relation to the number of days on which the event has not been open (example: if the event opens on four (4) out of ten (10) event days, the rental fee is reduced to 40%), but at most up to the costs incurred by the Organizer in providing the disputed services. These costs are flat-rated at 30% of the rental fee. The Exhibitor has the right to prove that such costs have not been incurred or have been incurred to a lesser extent.

(2) Relocation or shortening: In the event of relocation (in time or place) of the entire event for the reasons set out in § 7 (1), the Exhibitor has the right to terminate the contract by written declaration to the Organizer without undue delay, at the latest within 14 days after receipt of the notification. However, the Exhibitor shall not have a right of termination if participation is still reasonable for the Exhibitor despite the relocation in time or place. Relocation shall be deemed reasonable for the Exhibitor in particular, but not exclusively, if a comparable and equally suitable venue can be found within Berlin that is closer in time to the originally planned event than to an event taking place in the following year. Acting in its capacity as Organizer, SCC EVENTS GmbH shall make this decision at its own reasonable discretion. In doing so, the interests of all affected participants (in particular Exhibitors, visitors, employees, sponsors, etc.) must be taken into account, both with regard to the purpose of the event and the safety considerations to be observed.

(3) Proof requirements: If the Organizer is required to do so or is of the opinion that this is necessary for the safe conduct of the event, we may make participation in the EXPO subject to the submission of specified medical documentation and/or proof or to the use of certain technologies (in particular smartphone apps).

§ 8 Termination

(1) Termination of the contract, ordinary termination: The contract for the rental of exhibition areas ends upon expiry of the last day designated for stand dismantling. The Exhibitor's right to ordinary termination is excluded.

(2) Extraordinary termination: The Organizer's right to extraordinary termination for good cause remains unaffected. Good cause for termination exists if, taking into account all circumstances of the individual case and weighing up the interests of both parties, the continuation of the contractual relationship until the agreed end or until expiry of the notice period is unreasonable. As a rule, a warning is required prior to such termination, unless the relationship of trust is so severely disrupted that immediate termination of the contract appears justified or an essential contractual duty, the breach of which jeopardizes the purpose of the contract (cardinal duties), is breached. Good cause entitling termination shall not be deemed to exist, however, if the event cannot take place or cannot take place as planned due to force majeure. For the Organizer, good cause entitling it to extraordinary termination without notice and without prior warning exists in particular if:

- a) the Organizer becomes aware of circumstances which, if known in good time, would have justified exclusion from the event. This applies in particular in the event of the opening of bankruptcy or composition proceedings and in the event of the Exhibitor's insolvency;
- b) the Exhibitors do not fulfil their contractual obligations (where necessary and reasonable for the Organizer, despite a warning); this applies in particular to incorrect information on the range of goods and/or services, subletting or transfer of the stand to third parties without the prior consent of the Organizer and/or endangering other Exhibitors and/or visitors to the event;
- c) the stand is not clearly occupied in good time, i.e. on the day of the official opening (delayed stand construction);

- d) the Exhibitors are wholly or partially in default with their payment obligations, the Organizer has set a grace period of at least seven days without success and this period has expired without result (default of payment);
- e) the Exhibitors breach an obligation arising from this contract to show due regard for the rights, legal interests and interests of the Organizer and it is therefore no longer reasonable for the Organizer to adhere to the contract (material breach of duty). Where possible, the Organizer will give the Exhibitors the opportunity to remedy the situation before termination;
- f) contrary to their warranty, the Exhibitors do not hold the rights to the Signs pursuant to § 6 (2).

§ 9 No-Show, Cancellation Fees, Cancellation

(1) No-show: If the Exhibitors declare that they do not wish to adhere to the contract for the rental of stand areas (e.g. by a declaration of termination or withdrawal) or cancel their participation in the event, or if they fail to participate in the event without cancellation (no-show), such declaration or conduct – regardless of whether they are entitled to do so – shall be deemed to constitute a definitive waiver of the use of the exhibition areas and participation in the event. In such cases, the Organizer is entitled to make other use of the exhibition area, in particular to rent it to third parties. The Exhibitors’ obligation to pay the full rental fee remains unaffected. However, the Organizer must credit the value of expenses saved and the benefits obtained through re-letting the exhibition area to third parties.

(2) Cancellation by the Exhibitor: The Exhibitor is granted the right to cancel the contract for the rental of stand areas and additional services. The Exhibitor’s statutory rights remain unaffected. Cancellation does not affect the Exhibitor’s obligation to pay the agreed rental fee. However, this is reduced as follows, depending on the time remaining until the start of the event:

- to 50% of the rental fee in the event of cancellation up to six (6) weeks before the event;
- to 90% of the rental fee in the event of cancellation up to four (4) weeks before the event.

The above applies mutatis mutandis to partial cancellation.

(3) Cancellation must be declared in writing to the Organizer. For the calculation of the deadlines, the date of receipt of the written notification by the Organizer shall be decisive.

§ 10 Liability of the Organizer

For the Organizer's pre-contractual, contractual and non-contractual liability, the following provisions apply:

- (1) **Exclusion of liability:** The Organizer shall not be liable for the failure to achieve any particular success intended by the Exhibitors with their presentation at the event, such as a specific turnover or visitor numbers. The Organizer shall not be liable for damages and/or loss of earnings resulting from reasonable changes to exhibition areas or in the event of cancellation or abandonment of the event due to force majeure.
- (2) **Unlimited liability:** The Organizer shall be liable for intent and gross negligence. In the event of slight negligence, the Organizer shall be liable for damage resulting from injury to life, limb or health of persons.
- (3) **Limitation of liability:** In all other respects, in the event of slight negligence the Organizer shall only be liable in the event of a breach of an essential contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligation). In such cases, liability shall be limited to the typical, foreseeable damage under the contract. This limitation of liability shall also apply in favour of the Organizer's vicarious agents. In all other respects, the Organizer's liability shall be governed by the statutory provisions.

§ 11 Liability of the Exhibitors

The Exhibitors shall be liable without limitation for any damage caused to the EXPO halls and their fixtures as well as to the walls and carpet flooring provided, caused by them, their employees or agents, for example by nails, adhesive or paint etc. In all other respects, the Exhibitors' liability shall be governed by the statutory provisions.

§ 12 Final Provisions

(1) **Amendments, supplements:** Any amendments to or supplements of these Exhibition Terms and Conditions must be made in writing in order to be valid.

(2) **Place of jurisdiction / applicable law:** All contracts between the Exhibitors and the Organizer shall be governed exclusively by German law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods ("CISG"). Where the Exhibitors are merchants, legal persons under public law or special funds under public law or

do not have a general place of jurisdiction in Germany, Berlin shall be the exclusive local place of jurisdiction for actions against the Organizer.

(3) Severability clause: Should individual provisions of these Exhibition Terms and Conditions be or become invalid due to a subsequent circumstance, the validity of the remaining provisions shall remain unaffected.

(4) Contract language: The contract language is German. The Organizer also provides the Exhibition Terms and Conditions in other languages. For the interpretation of these Exhibition Terms and Conditions and in the event of contradictions between the language versions, only the German version shall be authoritative.

Berlin, June 2026