

General Terms of Participation

1. Organiser / Legal Entity / Exhibition Management

1.1. The Organiser and holder of legal responsibility for the exhibition is:

deltacom
Projektmanagement GmbH
Gertigstr. 59
22303 Hamburg
Germany

hereinafter called "deltacom".

2. Registration

2.1 Registration must be effected on the official form for STUVA Expo 2019 which must be completed and returned to deltacom with legally binding signature.

2.2 Sending in the application form does not give legal entitlement to acceptance. Sending the completed and signed application form to deltacom constitutes an offer by the Exhibitor, requiring acceptance by deltacom.

2.3 Submission of the registration forms means that the Exhibitor accepts as binding the present Conditions of Participation, the Specific Conditions of Participation, the service kit and any additions sent to him in writing. No recognition shall be given to any unilateral reservations or conditions in connection with registration.

The registering participant shall ensure that the persons employed by him at the exhibition, and persons employed by him in fulfilment of his obligations, comply with these conditions and regulations.

2.4 For the purpose of processing the application, the data submitted may be stored, evaluated and if necessary transferred to third parties for the purpose of contract fulfilment. The exhibitor hereby grants his consent to this.

2.5 Application by more than one Exhibitor within the framework of a joint stand is possible. In such case, each of the Exhibitors shall be jointly and severally liable for the obligations entered into and/or arising. In the event of a joint stand, a person shall be nominated having power of representation. deltacom shall be required to negotiate only with such person. It shall not be permissible to allow the participation of exhibitors who are not specified in writing in the application.

It shall not be permissible to accept sub-exhibitors.

3. Approval, space allocation

3.1 Approval may be given to companies whose products and services fit in with the objects and subject matter of the event.

3.2 All exhibits and service offerings must comply with the structure of offerings for the STUVA Expo 2017 and be described accurately by name and type on application. Dimensions and weights and in particular handling requirements of the individual exhibits, shall be indicated accurately.

3.3 deltacom may demand the removal of any exhibits which were not included in the application, or which prove to be a nuisance, or dangerous, or otherwise unsuitable. If this demand is not met, such objects may be removed by deltacom at the expense of the Exhibitor.

Descriptions, construction drawings and/or brochures of the exhibition objects are to be submitted in advance on demand.

The Exhibitor gives his assurance that the exhibits registered by him are subject to his unrestricted power of disposal, and that he has all and any necessary approvals/permits from the authorities required for operation/selling in Germany.

3.4 deltacom alone shall have the power of decision on acceptance of the Exhibitor and the exhibits for which application is made.

3.5 deltacom may exclude individual Exhibitors from participation for factually justified reasons, in particular if the space available is not sufficient. deltacom shall in addition be entitled to impose restrictions on the exhibits for which application is made, and to change the space applied for. This provision shall still be applicable even after exhibition space planning and allocation of stand space to the Exhibitor.

The acceptance shall be applicable only for exhibits for which written application is made and for the space indicated there. No other exhibits may be exhibited apart from those which are applied for and for which written approval is given.

3.6 On acceptance, the Exhibitor shall receive acceptance in writing. Said acceptance constitutes the contract between deltacom and the Exhibitor.

3.7 deltacom shall be entitled to revoke any acceptance given, and to claim damages under the provisions of the regulation set out in Article 6, if such acceptance was given on the basis of false conditions or indications, or if the conditions for acceptance subsequently become invalid.

3.8 Space allocation shall be made by deltacom. Any requests for specific spaces made in the application shall be respected wherever possible, but shall not be binding for deltacom. The time order of receipt of applications shall not be decisive for allocation of space.

deltacom shall be entitled if necessary to change the size, shape and position of the space allocated. In the event that such changes become necessary, deltacom shall notify the Exhibitor without undue delay, and shall if possible allocate an equivalent or similar stand to the Exhibitor. The Exhibitor shall be entitled to cancel his application within one week after receipt of such notification; such cases shall not give rise to claims for damages for either side. The Exhibitor has to tolerate the fact that by the time of the start of the exhibition, the situation of the other spaces may have changed with respect to the time of his application; he cannot derive any claims from such change. Exchange of the space allocated with another exhibitor, or partial or complete transfer of the space to a third party shall not be permitted without the written consent of deltacom.

4. Charges for participation

4.1 The charges set out in the Specific Conditions of Participation shall be payable.

4.2 The participation charges set out in the price list are net prices, to which Value Added Tax (VAT) will be added at the statutory rate applicable for the time of the event.

5. Payment terms and conditions

5.1 Timely payment of the participation charge is an indispensable requirement for participation. Exhibitors who have not paid in time or not paid completely may not start stand assembly until the outstanding invoice amount has been received.

5.2 If the Exhibitor requests a change subsequent to his written application, deltacom may at its own discretion comply with such request. If deltacom agrees to a change which causes modification of space allocation and/or invoicing, deltacom shall be entitled to make a charge of EUR 75.00 plus VAT for this.

6. Cancellation and non-participation, damages

6.1 Cancellation by the Exhibitor subsequent to acceptance of his application shall not be possible.

6.2 In the event of non-participation of an Exhibitor whose application has been accepted, the Exhibitor shall still be required to pay the full participation charge. If deltacom succeeds in renting out the space of such non-participating Exhibitor (apart from occupation of the space by way of exchange), the Exhibitor shall be required to pay 25% of the participation charge, plus the statutory VAT, as compensation for loss of profit and for the administrative costs, whereby the minimum amount payable shall be EUR 510.00 plus VAT.

The invoice for participation becomes due in any case. A refund and credit note based on the above mentioned conditions takes place unsolicited where it is applicable.

6.3 Stands which are not clearly occupied at the start of the second assembly day may be allocated to other Exhibitors for the sake of the overall visual impression. The Exhibitor shall nevertheless be required to pay the full participation charge. If there are no Exhibitors interested in the stand in view of the short time available, the stand space shall also be appropriately arranged at the expense of the Exhibitor who failed to appear.

6.4 If the Exhibitor is prevented from attending due to circumstances beyond his own control and beyond the control of deltacom (*force majeure*), the participation charge shall be reduced to 50%. Article 6.2. para. 2 shall be applicable *mutatis mutandis*.

7. Stand appearance / stand operation / Construction heights

7.1 Stand spaces shall be measured up and marked by deltacom. It is not permissible for stands to extend beyond the marked stand limits.

7.2 The design of the stand is left to each Exhibitor, provided that all the contractual conditions are met, and likewise the choice of stand building company. The exhibition stand must be appropriate to the overall appearance and plan of the exhibition. deltacom reserves the right to rule out the assembly of inappropriate, unsafe or insufficiently equipped stands, or to make the necessary changes at the expense of the Exhibitor.

7.3. The exhibitor undertakes to install wall panels of min. 2.50 m in height at every closed side of its booth and to lay flooring.. Any part facing neighbouring stands that is above 2.50 m in height shall be designed with neutral surfaces (white or grey). In the event that the construction height of 3.50 m is exceeded, either a neighbourhood zone of 1.0 m must be maintained or the written consent of the stand neighbours must be obtained, and submitted in writing to the organizer. This also applies to banners and advertising structures

The stand must be appropriately equipped and manned by competent staff throughout the duration of the exhibition during the specified opening hours. Assembly must be completed and any packaging material removed at the latest by the final assembly deadline.

Before the official beginning of disassembly, the Exhibitor shall not be entitled to remove exhibits from the stand, nor to start the removal of stand superstructures. In the event of non-compliance with this provision, deltacom shall be entitled to charge the Exhibitor a penalty amounting to 25% of the net stand rental.

8. Technical and safety regulations

8.1 Instructions by the staff of Westfalahallen GmbH and by the staff of deltacom, the safety and security personnel of the police, fire services and medical services shall be complied with immediately.

8.2 The technical and safety regulations of the Westfalahallen GmbH shall be applicable for all assembly and disassembly work and for operation of the stand during the opening times of the exhibition.

NOTE: After approval as an Exhibitor, you will receive your access data for our online service center which give further conditions for assembly and disassembly, and for operation of your stand.

Any stand superstructure, decorations or exhibits, the characteristics of which do not comply with these regulations, must be removed immediately on demand. If the Exhibitor fails to comply with such demand, deltacom shall be entitled to have the objects in question removed at the expense of the Exhibitor.

8.3 For all assembly work, due attention must be given to the existing power/utility lines, safety devices, junction boxes, etc. Where these are located inside individual stands, they must remain accessible at all times.

8.4 Any exhibits or stand equipment that disturb others by their appearance, smell, noise or other characteristics, shall be removed or shut down at once on request by deltacom. This shall still be applicable in the event that the Exhibitor pointed out such characteristics and acceptance was given. If the Exhibitor refuses to do so, deltacom shall be entitled to close the stand. The Exhibitor may not derive any claims for reimbursement of the participation charge or raise any other claims due to such closure.

8.5 Storage, presentation or sale of objects which are declared as dangerous goods, or which could in general terms endanger persons or objects, are subject to prior approval by deltacom; such approval shall be applied for in writing together with the application for participation.

8.6 The following regulations were issued by the safety authorities, and Exhibitors are required to observe these carefully:

- a. Decorations and panels must demonstrably be non-flammable as defined in DIN 4102 / B1. It is recommended that the corresponding certificate be obtained from the company providing the stand construction services.
- b. It is not permitted to use straw, reed, coniferous greenery, or similar materials.
- c. All power supply equipment (e.g. electric cables to stands) shall be installed only by an approved installation technician.
- d. Packaging materials (e.g. paper, cardboard, wooden crates, etc.) may not be stored at the stands, according to instructions issued by the fire service.
- e. All safety devices and access to service rooms shall be kept free at all times. They must not be obstructed or made less visible. Visitor aisles are designated as escape routes and must be kept free at all times, including during assembly and disassembly.
- f. The Exhibitor is required to fit protective devices to the exhibited machines and equipment in compliance with the accident prevention regulations of the appropriate authorities. In case of a violation of these guidelines deltacom shall be entitled to prohibit the exhibition or operation of any exhibits, at its own discretion.

8.7 The Exhibitor shall have exclusive responsibility for timely clearing of the stand. The disassembly deadline specified by deltacom shall be the binding fixed time for completion of disassembly. On expiry of this deadline, all obligations undertaken by deltacom shall cease to be applicable. deltacom accepts no responsibility whatsoever for any goods still at the exhibition site, including such goods as have been sold to third parties during the exhibition. If it becomes evident that the exhibition stand will not be disassembled by the time of the disassembly deadline, deltacom shall be entitled to have disassembly effected by his own staff or by a third party, without having to give prior notification thereof. The expenses shall be borne by the Exhibitor.

9. Liability and insurance

9.1 deltacom shall be subject to unlimited liability only in the event of intent or gross negligence on the part of his officials or senior executives.

9.2 In the event of negligent violation of major contractual or pre-contractual obligations by agents and/or staff, except where deltacom has made bad selection of such agents and/or staff as a result of gross negligence or intent, deltacom shall be liable only up to a maximum of three times the participation charge.

9.3 Any further liability of deltacom is excluded. deltacom shall thus in particular not be liable for the exhibits of the Exhibitor.

9.4 The Exhibitor shall be liable to deltacom for any injuries to persons or damage to objects caused by it or by its employees or agents, or by its exhibits and equipment.

9.5 The Exhibitor is obliged to provide for sufficient insurance coverage in principle. deltacom recommends the exhibitors to insure all exhibition objects and exhibits and to take out a third-party liability insurance. The exhibitor itself shall be responsible for supervision and surveillance of the booth. This shall also apply to the times when erection and dismantling takes place.

10. Security service, cleaning

10.1 Stand security is in all cases the responsibility of the Exhibitor. It is strongly recommended not to leave stands unguarded, particularly during the final phase of assembly, in the time between the daily closure of the exhibition and the locking of the hall, and during exhibition opening times, and to keep valuable and easy-to-remove objects locked up.

10.2 If the Exhibitor wishes to make use of security services for guarding the stand, the Exhibitor shall employ the security company nominated by deltacom for this purpose. The costs are to be borne by the Exhibitor.

10.3 Cleaning of the stand is a matter for the Exhibitor, and must be completed daily before exhibition opening. If the Exhibitor wishes to make use of cleaning services, the Exhibitor shall employ the cleaning company nominated by deltacom for this purpose. The costs are to be borne by the Exhibitor.

10.4 Any waste or leftover materials occurring during the event, and during assembly and disassembly of the stand, shall be removed by the Exhibitor. The costs incurred for this purpose shall be borne by the Exhibitor. The exhibition space must be handed over in clean condition (swept clean). If the Exhibitor leaves waste or other objects behind after clearing of the stand, deltacom shall be entitled to have these removed and disposed of at the expense of the Exhibitor.

11. Presentations / Advertising at stands

11.1 The permission of deltacom is required for presentations of all kinds, e.g. demonstrations of machines at work, or video or film presentations. Even after giving permission, deltacom is entitled to impose restrictions in time or nature on any presentations that cause more disturbance than is unavoidable under the circumstances to other exhibitors. For demonstrations of machines causing noise or other disturbance for other exhibitors, deltacom may specify certain times, compliance with which is absolutely essential. If such presentation times are specified for Exhibitors, the Exhibitors cannot make any claims on the grounds of restriction in the presentation of their products.

Where audible advertising is used, this must be effected in such a way that it does not disturb neighbouring exhibitors.

11.2 No political advertising or political statements are permissible, unless they are part of the subject matter of the exhibition. In the event of political statements that are liable to disturb the peaceful process of the exhibition or to disturb public order, deltacom is entitled but not required to demand refrain from such statements and removal of objects in dispute. In the event of non-compliance with instructions, deltacom is entitled to exclude such Exhibitor from further participation, without the latter having any claims as a result of this. All rights are explicitly reserved for deltacom to make further claims for damages.

11.3 The use of audio media or presentation of musical performances or other performances may have consequences under copyright law. The Exhibitor is required make his own arrangements for the requisite applications and permits.

11.4 Any advertising outside of the stand limits, or carrying or driving advertising media around in the exhibition area, and also the distribution of printed material and samples, shall be permissible only on written permission and in return for payment. It is not permissible for Exhibitors to address or question visitors or exhibitors outside of their own stands.

11.5 deltacom is entitled to put a stop to any unauthorised advertising effected, and to remove such advertising or have it removed by third parties. The costs of removal of advertising placed without authorisation shall be borne by the Exhibitor.

12. Media entries

Exhibitors undertake to have their company (logo, infotext, brand name etc.), entered in the official catalogue of Exhibitors as well as homepage of STUVA Expo. This entry is subject to payment. The data for this purpose shall be given within the required time, upon request by deltacom. In the event that an Exhibitor does not submit the data in due time, the data will automatically be taken from the written application. No legal claims may be made due to incorrect, incomplete or missing entries.

13. Reservations

13.1 deltacom is entitled, provided that there is good cause for doing so, to cancel the exhibition or to change its venue and time, to change its duration or, if so required by the spatial conditions, by police instructions or other substantial reasons, to change the stand space used by the Exhibitor (even in the course of the exhibition), or to change and/or limit its dimensions. Any change in place or time or other change shall become a part of the contract upon notification to the Exhibitor.

13.2 deltacom shall also have the right to cancel the Exhibition completely if the expected minimum number of registrations is not received, and conduct of the exhibition would therefore not be reasonable.

13.3 If deltacom is responsible for the exhibition not taking place, the Exhibitor shall not be required to pay any charge.

13.4 If deltacom has to shorten the event after it has started, as a result of *force majeure* or for reasons beyond his control, the exhibitor shall have no right to claim complete or partial reimbursement or waiving of the participation charge.

14. Intellectual property rights

It is exclusively a matter for the Exhibitor to secure the necessary intellectual property rights or other industrial rights for his exhibits. All exhibitors are also subject to an obligation vis-à-vis deltacom to respect the intellectual property rights of the other exhibitors and to refrain from any infringements.

15. Authority at exhibition site, infringements

The Exhibitor shall be subject during the exhibition, including assembly and disassembly times, to the authority of deltacom on the whole of the exhibition site. The Exhibitor shall in all cases immediately follow the instructions of deltacom, provided that such instructions are not in manifest conflict with applicable law.

Any infringement of these conditions of participation or of instructions given in the framework of authority on the exhibition site shall entitle deltacom to close the stand immediately and without compensation if such infringement is not discontinued on demand, and to exclude the Exhibitor from further participation in the exhibition.

16. Severability

In the event that a provision of these General Terms of Participation is or becomes invalid or unworkable, this shall have no effect on the validity of the General Terms of Participation. In such case the parties undertake to agree on a valid and workable provision which comes as close as possible to the purpose of the provision to be replaced, within the meaning of the General Terms of Participation; the same shall apply to any omissions in the General Terms of Participation.

17. Place of fulfilment and jurisdiction

Hamburg shall be the solely place of jurisdiction and fulfilment for all disputes arising.