Terms and Conditions of Participation of Messe Essen GmbH

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General information

1.1 By registering for the event, the exhibitor provides legally binding acknowledgement of all aspects of these Terms and Conditions of Participation for the participation of exhibitors in the MHH Erlebniswelten 2027.

1.2 The Terms and Conditions of Participation form the legal basis for the exhibitor's participation in the event and for Messe Essen GmbH (also referred to as "Messe Essen" or "the organiser") to surrender exhibition areas to the exhibitor. The validity of the exhibitor's participation conditions or other general terms and conditions is excluded. Deviations from these Terms and Conditions of Participation are only effective if Messe Essen and the exhibitor (referred to collectively as "the parties" and singularly as "the party") agree to these in writing with the inclusion of a handwritten signature.

2. Organiser and commercial sponsor

The organiser and commercial sponsor of the event is:

Messe Essen GmbH
represented by CEO Oliver P. Kuhrt
Messeplatz 1, 45131 Essen, Germany
Registry court: AG Essen, HRB 2
Telephone: +49 (0)201.72 44-0

3. Registration deadline, registration documents

3.1 The exhibitor must register for the event digitally via the online form, which involves the acknowledgement of these Terms and Conditions of Participation.

Alternatively, the exhibitor can register using the enclosed form , which involves the acknowledgement of these Terms and Conditions of Participation.

The registrations, filled in completely and with legally binding signatures, should be sent to:

Messe Essen GmbH
Messeplatz 1
45131 Essen, Germany
Germany

3.2 By registering for the event, the exhibitor submits a legally binding offer to Messe Essen regarding the conclusion of the exhibition agreement. The provisions of Section 9 of these Terms and Conditions of Participation apply in addition.

3.3 Conditions and reservations listed in registrations will not be recognised. Special space requests do not represent a condition of participation.

3.4 The registration is not complete until received by Messe Essen. When registering for the event via the online form, registration is considered received by Messe Essen as soon as it has reached the designated Messe Essen server with no errors, in legible format and in a format that is accessible for Messe Essen. The information will be stored and transferred to third parties for contractual fulfilment for the purpose of automatic processing of the registration.

4. Contact

Head of Business Area
Ms Sabina Großkreuz
Telephone: +49 (0)201 72 44-539
Email: sabina.grosskreuz@messe-essen.de

Project Manager
Mr Gunter Arndt
Telephone: +49 (0)201 72 44-237
Email:gunter.arndt@messe-essen.de

Domestic Exhibitor Relations:
Ms Susann Selent, Marketing
Telephone: +49 (0)201 72 44 228
Fax: +49 (0)201 72 44 513
Email: susann.selent@messe-essen.de

Ms Nina Ehlert, Marketing
Telephone: +49 (0)201 72 44 516
Fax: +49 (0)201 72 44 513
Email: nina.ehlert@messe-essen.de

Ms Dagmar Wagener, Sales
Telephone: +49 (0)201 72 44 379
Fax: +49 (0)201 72 44 513
Email: dagmar.wagener@messe-essen.de

5. Event location, duration and opening hours

a. Event location

The event location is the Messe exhibition centre, Essen

b. Duration and opening hours

Setup times:
01.11.2027 to 03.11.2027

Duration:
04.11.2027 to 07.11.2027

Opening hours:
Daily from 10 a.m. to 6 p.m. o'clock

Dismantling times:
08.11.2027 to 09.11.2027
All dismantling completed no later than 4 p.m. on the last dismantling day.

6. Participation fees and service invoice, offsetting prohibition, assignment prohibition

6.1 The following net participation fees apply for the event with the basic package. The prices are per square metre of floorspace:

Until 08.11.2026	€ 90,10
Up to 09.11.2026	€ 101,00

With two-storey construction, 50% of the participation fee for the floorspace will be charged for the walkable area. Two-storey constructions must be approved by Messe management and with the Buildings Office (Bauordnungsamt) of Essen City Council. As the ceiling heights vary between halls, it will not be possible to accommodate such structures in all halls.

The minimum stand size is 6 square metres. The total will be rounded up to a full square metre. Protrusions, pillars, installation connections and columns will be deducted as one square metre. The participation fees do not include any stand partition walls or any stand construction.

6.2 The costs for installation of water, electrical, compressed air and telecommunication connections for the individual stands and the consumption costs and costs of all other services will be charged to the exhibitor. Details of fees for these and other services can be found on the event homepage at www.mhh-essen.de.

For these services, Messe Essen issues final invoices 6-8 weeks after the event. Services whose costs are based on consumption (e.g. electricity, water) are included in this invoice. If the exhibitor orders services less than 6 weeks before the event or during the event, Messe Essen will charge an express surchargeMesse Essen expressly reserves the right to advance payment.

The aforementioned services are subject to the general service-specific terms and conditions of supply, which form an integral component of this agreement.

If additionally exhibitor IDs are required, these can be generated free of charge no later than three months before the start of the event.

The exhibitor IDs are intended exclusively for the exhibitors designated by name and their stand personnel and authorised representatives and may not be transferred to third parties. In the event of misuse, the ID will be confiscated without compensation. The confiscation of an ID will not affect the right of Messe Essen to assert any further claims.

Complimentary exhibitor IDs, free passes or vouchers are non-saleable passes that may not be resold or auctioned (e.g. on eBay). In the event of infringement, Messe Essen may confiscate the passes in question, withdraw from the agreement and/or demand compensation for damages.

An additional amount of €0.60 per square metre will be charged for the Association of the German Trade Fair Industry (AUMA).

In addition, every (co-) exhibitor will be charged a flat-rate media fee of €162,00.

Each exhibitor will also be charged an energy and environment fee of €6,00.

Participation fees for non-profit organisations, and specifically for registered associations (eingetragene Vereine) are available on request.

6.3 The participation fee and all other fees will be charged in Euros and are net prices, in addition to which value added tax in the amount legally required at the time of the event will be charged and must be paid.

If, by the start of the first setup day, the exhibitor has not made the payments that are due, Messe Essen will be at liberty to refuse the exhibitor/stand builder access to the site, lock the stand or, at its own discretion, impose milder sanctions, such as locking the electricity or water supply.

6.4 Payment claims by Messe Essen cannot be offset by the exhibitor with counterclaims unless the counterclaims have been legally established at the time of receipt of the set-off declaration or have been recognised by Messe Essen. The same applies for rights of retention.

6.5 The exhibitor is not permitted to transfer any claims against Messe Essen to third parties.

7. Scope of services

7.1 By concluding the exhibition agreement, the exhibitor orders a basic package of services at the participation fees specified in Section 6, which can be extended with separate chargeable orders from the range of services of Messe Essen.

7.2 The scope of services of the basic package consists of the following components:

1) Stand space
2) Stand space of the size confirmed in the approval
3) Exhibitor IDs:
   The exhibitor is entitled to the following number of exhibitor IDs as part of the basic package:

Up to 9 sq m stand space	2 Unit
10 to 20 sq m stand space	3 Unit
Per additional 10 sq m or part thereof	1 Unit
Up to a maximum of	25 Unit

   The acceptance of any co-exhibitors will lead to an increase of 2 IDs per co-exhibitor].
4) Cooperative visitor promotion
   Messe Essen will provide event-specific advertising material as part of the basic package (brochures, posters)
5) Marketing activities
   Messe Essen will promote the event locally with posters and permanent advertising surfaces, as well as internationally on its homepage.
6) Passing on the Association dues
   Payment of the AUMA fee by Messe Essen
7) Media package
   The exhibitor's company address will be published on www.mhh-essen.de together with details of its stand. Other services included with the media fee are:
   - Interactive Hall Plan
   - Products and Innovations at the Trade Fair for the Press and Visitors
   - Stand Campaigns
   - Visitor Information System
   - Customised Banners

8. Payment terms

8.1 The participant invoice will be issued to the exhibitor after approval. Any objections must be made immediately, but no later than 14 days from receipt of the invoice. No later objections will be recognised. All exhibitor invoices drawn up by Messe Essen are due for payment immediately. Invoices for other services or supplies ordered separately will be due on the invoice date, i.e. normally before the beginning of the event, but no later than the time of service and supply. If invoices are sent to a third party at the exhibitor's instructions, the exhibitor will nonetheless remain the debtor. Please make payments, quoting the invoice number and referencing the event concerned, to:

Messe Essen GmbH
Messeplatz 1
45131 Essen, Germany
Germany

to one of the bank accounts listed below:

Sparkasse Essen, BIC SPESDE3EXXX, IBAN DE41 3605 0105 0000 2014 00
National Bank AG, Essen, BIC NBAGDE3EXXX, IBAN DE12 3602 0030 0000 1415 42
Commerzbank AG, Essen, BIC COBADEFFXXX, IBAN DE43 3604 0039 0112 3868 00
Deutsche Bank AG Essen, BIC DEUTDEDEXXX, IBAN DE03 3607 0050 0210 9460 00

In the event of non-payment, interest in the amount of 9% above the respective base interest rate will be charged on all invoices 30 days after their due date and date of issue; in addition, Messe Essen reserves the right to charge a warning and processing fee of €5.00 for each warning. If the payment deadlines are not met by the exhibitor (also due to incomplete payment for the space), Messe Essen may declare termination for the entire approved space and put it to other use.

Section 19 of these Terms and Conditions of Participation applies to reimbursement of costs. Messe Essen may retain the stand furnishings and exhibition materials brought by the exhibitor on the basis of the right of lien. Section 562a, Para. 2 of the German Civil Code does not apply unless a sufficient security already exists. If the payment is not made by the statutory deadline, Messe Essen may sell the objects retained on the open market after written notification. Messe Essen is only liable for damage and/or loss of the pledged property in the event of intent or gross negligence.

8.2 For exhibitors from non-EU Member States, the participation fees in accordance with Section 6 of these Terms and Conditions of Participation are net fees and are stated exclusive of any statutory value added tax due in Germany and any consumption and/or service taxes. In the event that such taxes are triggered by the services provided by Messe Essen, these will be due in addition to the agreed fees. The exhibitor is not entitled to deduct present or future taxes (including any potential taxation at source), contributions and/or fees from payments to Messe Essen. If and to the extent that the exhibitor is legally obligated to withhold and pay taxes, contributions and/or fees on behalf of Messe Essen, this withholding will be borne by the exhibitor. The exhibitor guarantees the contractually agreed payment of the participation fees by the due date and will pay the required contributions to the requesting authority at its own expense on behalf of Messe Essen by the legally stipulated deadline. The exhibitor will forward the certificate of payment issued by the authority to Messe Essen within one week of receipt of the certificate.

8.3 For exhibitors from EU Member States or third countries, the value added tax will be paid according to the recipient location principle (reverse charge). Exceptions to this rule are entrance fees and catering services, for which the current value added tax rate for Germany is applied.

9. Conclusion of the agreement

9.1 The registration for participation in the event as an exhibitor requires digital registration via the online form, or alternatively the use of the designated registration form for the event as provided by Messe Essen, including the exhibitor's acknowledgement of these Terms and Conditions of Participation, the applicable prices lists and other guidelines of Messe Essen. Any conditions or reservations stated in the registration form by the exhibitor will not be considered.

9.2 The digital registration must be filled in and transmitted by the exhibitor in full and in legally binding format via the online form, with additional confirmation via a link sent via e-mail as necessary. The registration form must be completed by the exhibitor in full, with a legally binding handwritten signature. Electronic registrations and registrations via the online form are only binding if they bear the name of the issuer. The exhibitor is bound to its registration for twelve weeks following its receipt by Messe Essen. If the exhibitor is approved for the event, it will receive a registration confirmation from Messe Essen (also referred to as an "approval") in text or written format (e.g. by e-mail). The exhibition agreement between Messe Essen and the exhibitor is concluded with the receipt of this approval. If the content of the approval differs from the content of the registration, the agreement will be concluded in accordance with the issued approval, unless the exhibitor objects in writing within two weeks. However, different hall assignments and failure to consider special requests or other special features do not entail a right of objection.

9.3 Messe Essen is entitled to revoke the issued approval if it was issued on the basis of incorrect preconditions or information or the approval preconditions later cease to be met.

10. Approval preconditions

10.1 The event is open primarily to manufacturing companies, dealers and trading companies. As a general rule, only those exhibitors are approved whose products and services correspond to the event's offerings and fulfil the preconditions according to sentence 1. Messe Essen will also decide on the approval of an exhibitor on the basis of whether its exhibition programme matches the event's list of goods. Products that do not correspond to the event's list of goods may not be exhibited unless they are essential for the presentation and/or function of the actual exhibition object. No legal claim to approval exists unless entailed by law.

10.2 Exhibitors who have not met their financial obligations towards Messe Essen or have violated the Terms and Conditions of Participation, Technical Guidelines, general service-specific terms and conditions of business and supply, the site rules or legal regulations may be excluded from participation.

10.3 In the event of discrepancies between the information in the approval and the information provided by the exhibitor in its registration, the exhibition agreement is considered concluded based on the approval unless the exhibitor objects in writing within two weeks of receiving the approval.

11. Placement of the exhibitor at the event

11.1 The placement (allocation of stand space) is performed by Messe Essen at its own discretion, taking into account whether the registered exhibition items form part of a specific theme and/or particular focus of the exhibition. The registration of placement requests does not constitute an entitlement to the allocation of these stand spaces and does not represent a condition for the exhibition agreement or the exhibitor's participation in the event. There is no guarantee of exclusion of the competition.

11.2 Messe Essen reserves the right to relocate the exhibitor at a later date and to allocate a different stand space of a corresponding stand type and size to the exhibitor in deviation from an already existing stand location, provided that this is necessary for the planning of the event according to the organiser's assessment, or the exhibitor informs the organiser after the conclusion of the exhibition contract that he will not be participating in the event as an exhibitor. Messe Essen is entitled to relocate or close entrances and exits to the exhibition grounds or the halls or to make other structural changes if there is a justified reason to do so.

11.3 If the stand space that has been allocated to the exhibitor is unavailable for reasons for which Messe Essen is not at fault, the exhibitor is entitled to a replacement space of equivalent value or a refund of the participation fee. No entitlement to compensation for damages exists.

12. Duty to ensure public safety, stand design, stand operation, premature dismantling, sales regulations, product piracy and food information regulations

a. Duty to ensure public safety, stand safety

12.1 The exhibitor assumes the duty to ensure public safety on the stand area allocated to it by Messe Essen. Exhibition stands, including furnishings and exhibits, as well as advertising media, must be set up in a sufficiently secure manner in order to ensure that public safety and order, especially as concerns life and health, are not endangered. The safety of the stand must be ensured during all stages of assembly and disassembly, and specifically for the construction, alteration and dismantling of the structure. The exhibitor is responsible for structural safety and has a duty to provide proof of this where necessary. The Messe Essen Technical Guidelines apply.

12.2 Messe Essen reserves the right to inspect stand structures, exhibits, advertising materials and similar items from the point of view of structural and public safety, or to arrange for them to be inspected by a qualified specialist at the exhibitor's expense, even if an approval has previously been issued.

b. Stand design

12.3 The construction and design of the stand is the responsibility of the exhibitor. Stand construction is subject to Messe Essen's general regulations and Technical Guidelines. Messe Essen reserves the right to issue necessary directives (e.g., setting up stand partition walls or moving floor coverings).

12.4 If the exhibitor does not have its own stand construction system, the use of stand partition walls (back and side walls) and a floor covering is mandatory. Note that every exhibitor must order the back and side walls necessary for its stand. If the wall elements are not ordered and the stand space is surrounded by the stand neighbour's stand

elements, the wall elements will be invoiced according to the specified conditions. The standard height is 2.50 m.
We reserve the right to impose further conditions on stand design.

12.5 Stand partition walls, floors, hall walls, pillars, installation and fire safety equipment and other permanent hall fixtures must not have items attached to them with adhesive or nails, be painted, or be otherwise damaged. The exhibitor will bear the costs of any damages and be charged for them. Any pillars or installation or fire safety equipment located in the stand area are part of the allocated stand space and must be accessible at all times. Full details of floor coverings and how they can be secured can be found in the Technical Guidelines.

12.6 The design and structure of the exhibition stand must ensure that exhibits, advertising space and objects on display do not impede neighbouring exhibitors. Each stand must be constructed, designed and operated in such a way that visitors can look into the stand from the corridor without having to enter the stand itself. This can be achieved with open entrances or passages or with built-in transparent glass or plexiglass front parts.

12.7 The intended stand design, including the labelling, must follow clearly from the drawing. If ceilings of any kind are installed, additional ceiling drawings and sectional views of ceilings, as well as an explanation of the design, must be included in any case. Claims for damages, e.g. due to loss or damage to the blueprints, samples or documents submitted, are excluded, regardless of their legal basis.

c. Stand operation

12.8 During event opening hours, the stand must be staffed by sufficient personnel and remain accessible to visitors. Other stands may not be entered outside the daily trade fair hours without the permission of the stand proprietors. Legal regulations and administrative guidelines relating to the operation of the stand must be observed: Presentations may only be made in the stand space and must be done in such a way that no visual or acoustic nuisances to the neighbouring stands or obstructions in the stand or corridor spaces occur. In case of infringement, Messe Essen is entitled at its own discretion to prohibit presentations causing a nuisance or obstruction and terminate the agreement without notice in the event of repeated infringement. In this case the exhibitor releases Messe Essen from claims for damages asserted by other exhibitors due to disruptions.

d. Contractual penalty for premature dismantling

12.9 Stand dismantling may not begin until 6 p.m. o'clock on the last day of the trade fair, after the end of the exhibition. If this requirement is contravened or if the obligation to have a sufficient number of staff on the stand during the opening hours of the event is not met, Messe Essen has the right to charge a contractual penalty.

Messe Essen has the right to demand a contractual penalty from the (main) exhibitor in the event of the following activities:

- Non-staffing (premature departure from the stand) or having an insufficient number of staff on the stand during the event's opening hours, including for rented stands and regardless of whether any brochures and decorative materials remain.
- Premature entry of transportation into the halls with trolleys, push carts or other (rollable) devices or the bringing in of packing materials such as crates, cardboard boxes, pallets etc.

- Premature stand dismantling: This includes the dismantling of the exhibition stand itself, but also the removal of stand fittings/decoration, exhibition materials, advertising materials and brochures and their transportation out of the hall.

Messe Essen has the right to charge the (main) exhibitor with the following contractual penalties:
- From the first to the penultimate day of the trade fair: 25% of the net invoice amount of the agreed participation fee, but a minimum of EUR 2,000.00 net;
- Up to 12 p.m. on the last day of the trade fair: 20% of the net invoice amount of the agreed participation fee, but a minimum of EUR 1,500.00 net;
- Up to 3.00 p.m. on the last day of the trade fair: 15% of the net invoice amount of the agreed participation fee, but a minimum of EUR 1,000.00 net;
- Up to 6 p.m. on the last day of the trade fair: 10% of the net invoice amount of the agreed participation fee, but a minimum of EUR 500.00 net;

Further claims of Messe Essen remain unaffected by the claims for contractual penalties.

e. Sales regulations

12.10 Sales and consulting may only take place in the approved stand space. Any exhibitor must market only such goods and services as are listed in the approval. In particular, statutory regulations (specifically the obligation to display the total price pursuant to the German Price Information Directive – *Preisangabenverordnung*) must be observed.

12.11 Only goods corresponding to the list of goods groups may be exhibited, except for objects that merely serve as furnishings or for illustration. Products and services not listed in the approval must not be exhibited or offered. Special statutory regulations must be observed in the Federal Republic of Germany for the sale and exhibition of certain products (pharmaceuticals, flammable substances, objects requiring approvals). It is up to the exhibitor to procure and obtain commercial or health and safety approvals. Exhibition materials must not be delivered or removed from the stand until after the end of the event.

We also refer to Section 10 of these Terms and Conditions of Participation.

f. Product piracy

12.12 Exhibiting items other than the items that have been registered is not permissible. Messe Essen is entitled to remove exhibits that do not correspond to the list of goods groups. Furthermore, Messe Essen is entitled to have exhibition objects removed from the stand if their display demonstrably contradicts the exhibition programme or principles of competition law or intellectual property rights.

12.13 The protection of inventions, samples and brands at trade fairs is based on the statutory regulations valid in Germany. No special trade fair protection exists. On the other hand, there is also no release from German regulations and the intellectual property rights of third parties that exist here. Patent applications should be submitted to the responsible patent office before the start of the trade fair.

12.14 Six-month protection from the start of the event on the basis of the German law concerning the protection of samples at exhibitions of 18 March 1904 (*Gesetz betreffend den Schutz von Mustern auf Ausstellungen*) and the Trademark Law Reform Act of 25 October 1994 only applies if the Federal Minister of Justice has published a

corresponding announcement in the Federal Law Gazette for a particular exhibition (exhibition protection).

12.15 In the event of demonstrable infringement of intellectual property rights (a judicial decision) by an exhibitor, Messe Essen is also entitled, but not obligated, to exclude the exhibitor from the event in progress and/or future events.

12.16 The exhibitor makes a binding and irrevocable declaration that it has created the products it exhibits itself or that they are permissible copies or imitations of other vendors or other third parties.

g. Food information regulation

12.17 The exhibitor is required to take note of its obligations in relation to food as stipulated in the Food Information Regulation (Regulation (EU) Number 1169/2011 FIR).

13. Co-exhibitors, other companies involved

13.1 Without the approval of Messe Essen, it is not permitted to surrender, exchange or otherwise transfer a stand space or parts thereof to third parties for a fee or without payment; advertising for companies not named in the approval is not permitted at the stand.

13.2 The use of the stand space by multiple companies is only permissible if all companies represented there besides the exhibitor with whom the exhibition agreement was concluded (main exhibitor) have additionally been registered with Messe Essen as co-exhibitors in writing via the correspond form or digitally via the online form, and have also been approved by Messe Essen. Companies represented with their own staff and exhibition material at the stand space provided by the main exhibitor must be registered as co-exhibitors. They are considered co-exhibitors even if they have close commercial or organisational ties to the main exhibitor. The approval of co-exhibitors is also based on the criteria of these Terms and Conditions of Participation.

13.3 Participation of co-exhibitors will be charged at a rate of €100,00 per co-exhibitor. The main exhibitor will be charged the costs associated with participation. These Terms and Conditions of Participation also apply to the co-exhibitors insofar as they apply. The exhibitor must also make this company aware of the Terms and Conditions of Participation and the supplemental provisions to it and have the company acknowledge the obligations arising for it towards the trade fair. Messe Essen reserves the right to contact co-exhibitors directly or via authorised third parties.

13.4 If the exhibitor fails to register co-exhibitors or makes incomplete or false statements in its registration, Messe Essen is also entitled to charge the participation costs subsequently according to its own findings as if proper registration had occurred. Furthermore, Messe Essen reserves the right to terminate the agreement with the main exhibitor without notice and to have the stand cleared at the main exhibitor's expense. In this regard, the exhibitor waives the right of unlawful interference; it is not entitled to claims for damages.

13.5 If multiple firms wish to use a trade fair stand jointly (joint main exhibitors), they are obligated to fill the stand with their own samples and staff it with their own personnel. Joint main exhibitors are liable for the participation costs and the services used as a joint debtor.

13.6 If a third party works on the setup of the trade fair stand or otherwise to organise the exhibitor's trade fair participation, the exhibitor may authorise this third party digitally or in writing, indicating the representative's address, to order legally binding services or make other declarations for the exhibitor and any co-exhibitors in connection with trade fair participation. All further event documents (stand configuration, Technical Guidelines, etc.) will be sent to this company designated as the authorised representative for use by the exhibitor.

14. Payment terms, service invoice

a. Payment terms

14.1 All prices are stated exclusive of the value added tax.

14.2 Participation costs incurred on the basis of the price list in Section 6 of these Terms and Conditions of Participation will be due for payment immediately.

14.3 These participation costs will be invoiced separately in accordance with Section 8 of these Terms and Conditions of Participation. Prior and complete payment of the costs by the given payment deadlines is a precondition for use of the assigned exhibition space for media entry.

14.4 If it is necessary to reissue the invoice through no fault of Messe Essen, Messe Essen will charge a processing fee of €75.00 (in words: seventy five Euros) for this.

14.5 If the deadline is missed, the payment is subject to interest in the amount of 9% over the base interest rate as per section 288 II, 247 of the German Civil Code, starting from the due date Messe Essen also reserves the right to charge a warning and processing fee of € 5.00 for each warning. If the payment deadlines are missed, Messe Essen is entitled to withdraw from the agreement or make other use of the stand space.

b. Service invoices

14.6 For the use of services (e.g. stand partition walls, flooring, electrical installations) that the exhibitor can make use of as part of its trade fair participation, Messe Essen issues final invoices approx. 6-8 weeks after the event based on the ordered services (see Item 6.2). Services with costs that are dependent upon consumption (e.g. electricity, water) are included in this invoice. If the exhibitor orders services less than 6 weeks before or during the event, Messe Essen will charge an express surcharge. Messe Essen expressly reserves the right to advance payment.

14.7 If the exhibitor tasks third parties (e.g. stand builders) with the acquisition of Messe Essen services, the exhibitor must ensure the payment of the service costs in advance and document this payment; otherwise, services are only provided to third parties in exchange for an up-front payment (by cash or credit card).

14.8 Joint main exhibitors, as well as exhibitors and co-exhibitors, are liable as the joint debtor towards Messe Essen for the obligations arising from the exhibition agreement and from ordering services.

15. Reservations, force majeure, cancellation and postponement

15.1 If it becomes impossible to hold the event, either in full or in part, for reasons for which Messe Essen is not responsible or if it is not possible to hold the event in the intended

manner due to terror attacks, epidemics, pandemics, livestock diseases, natural disasters, officially decreed clearance or closure, water damage, disruption to the gas, water or electricity supply or other force majeure, Messe Essen is entitled to reschedule, shorten, postpone or cancel the event. If an event is cancelled due to force majeure, the exhibitor remains obligated to pay Messe Essen 50% of the fees agreed for the event in the case of cancellations within one month prior to the first day of the event duration, or 25% of these fees in the case of cancellations within four months to the end of the month before the start of the event. Messe Essen must reimburse the exhibitor for any excess payments in the case of force majeure.

15.2 Messe Essen is entitled to refrain from carrying out the event at its reasonable discretion and with due consideration of the justified interests of the exhibitors if its commercial viability does not appear secure. The event may be cancelled or postponed up to three months prior to the 1st day of the event. Cancellation voids the contracting parties' reciprocal performance obligations; no claims for refund of expenses already incurred or compensation for damages can be derived from the cancellation. However, insofar as it is responsible for the cancellation, Messe Essen will refund any payments already made to it by the exhibitor for services that had not yet been performed at the time of cancellation. In the event of complete or partial rescheduling or shortening, the agreement will be considered as concluded for the modified duration unless the exhibitor objects in writing by a deadline of two weeks from being notified of the change. The agreed prices will not be reduced. All services will be performed within the scope of the available capacities.

15.3 If Messe Essen needs to reduce or temporarily suspend a commenced event due to force majeure or for other reasons for which Messe Essen is not responsible, the exhibitor is not entitled to claim for the full or partial reimbursement or reduction of the fees payable by the exhibitor to Messe Essen for the event.

15.4 The exhibitor's right to assert any further claims against Messe Essen is excluded in the case of force majeure.

16. Exclusion of liability

16.1. Messe Essen assumes no duty of care for the exhibition materials and stand equipment, but, as part of the service offerings for the event, does offer the option of concluding an exhibition insurance framework agreement against insurable risks such as fire, theft, aggravated theft, breakage or leakage, and water damage and damage due to transport to and from the location, by means of which the exhibitor can insure itself against any damage arising in the course of the event. The related services are listed separately on the event website www.mhh-essen.de. Damage must be reported in writing to the police and the insurance broker; in the event of theft, aggravated theft or fire, the police and exhibition management must be informed within 24 hours. Compensation for damages is excluded if delayed reporting of damages by the exhibitor causes Messe Essen's insurance to refuse to cover the damage.

16.2 Otherwise, Messe Essen is liable according to statutory regulations insofar as the exhibitor asserts claims for damages based on intent or gross negligence, including the intent or gross negligence of its representatives or ancillary agents. Unless Messe Essen is accused of intentional breach of contract or in the event of culpable violation of essential contractual obligations by Messe Essen, liability for damages is limited to foreseeable damages. Liability for culpable fatal injury, bodily injury or injury to health remains unaffected.

16.3 The liability of Messe Essen is excluded unless regulated otherwise above. This applies regardless of the legal nature of the asserted claim, and in particular also to claims for damages arising from culpa in contrahendo, due to other violation of obligations or due to claims in tort for material damages or other financial losses as per Section 823 I and II of the German Civil Code. A claim for reduction only exists if defect rectification has failed or if Messe Essen has made no attempt to remedy the defects despite an appropriate additional deadline. The liability provisions above apply correspondingly to all services performed by Messe Essen in connection with the exhibitor's participation in the event.

16.4 Messe Essen has obtained liability insurance with appropriate coverage limits for the legal liability. The General Terms and Conditions of Liability Insurance (*Allgemeine Versicherungsbedingungen für die Haftpflichtversicherung* – AHB) apply. The insurance exclusively covers damages to third parties. Furthermore, the insurance does not extend to trade fair restaurants and special events not put on by Messe Essen.

16.5 The exhibitor must ensure sufficient insurance coverage for its own liability. The exhibitor is liable for third-party damages arising when carrying out activities for the exhibitor, we well as for its own culpability.

16.6 Messe Essen accepts no liability for any potential hindrance that may arise in connection with the renovation of the exhibition centre.

17. List of exhibitors

Messe Essen will publish a list of exhibitors for the event. Messe Essen, or a third party acting on its behalf, will provide the exhibitor with comprehensive information on entry options and options for the placement of advertising in a timely manner. Messe Essen will also publish the exhibitors on line. Claims for damages for erroneous, incomplete or missing entries are excluded. The exhibitor is responsible for the content of the entries and any resulting damages.

18. Advertising

18.1 Exhibits, printed material or advertising material of any kind may only be exhibited within the stand space provided by Messe Essen based on the exhibition agreement for the exhibitor's own company, but not distributed in the hall corridors or elsewhere at the exhibition centre. For information regarding outdoor advertising and sponsorship activities of all kinds, please refer to Messe Essen's range of available services. Carrying or driving advertising media around, insofar as this is not covered by the service offerings of Messe Essen, and distributing printed material and samples outside the stand is expressly prohibited, as is approaching and surveying visitors outside of the stand.

18.2 The exhibitor is only permitted to conduct-trade-fair related advertising activities if these do not violate applicable law, especially the German Unfair Competition Act (*Gesetz gegen den Unlauteren Wettbewerb*), or common decency. Political advertising and political statements are prohibited unless the political statement falls within the scope of the event.

18.3 In the event that any advertising or statements disturb public order or the proper running of the event, Messe Essen is entitled, but not obliged, to demand that such activity cease and that the cause of the disturbance be removed. If this demand is not met, Messe Essen is entitled to extraordinary termination for good cause. Messe Essen is also entitled to seize the disruptive material for the duration of the event. The exhibitor must

bear the costs for the removal of the advertising material used or installed without authorisation.

18.4 The same applies to advertising material that could give rise to complaints, as well as to advertising activities carried out without authorisation.

18.5 Details on the approval of visual, moving or acoustic advertising materials and product presentations (e.g. via loudspeaker or a film or video performance) can be found in Section 4.7.7 of the Technical Guideline.

18.6 Fee-based permits for musical reproductions of any kind must be obtained by the exhibitor from Gema. All rate overviews can be found at www.gema.de/messen.

18.7 Copyright regulations must be observed.

19. Non-participation in the event

19.1 The exhibitor may withdraw from the exhibition agreement through a written statement to Messe Essen until and including 03.07.2027.
In case of withdrawal until 03.02.2027, the exhibitor must pay Messe Essen 50% of the participation fee agreed in the exhibition agreement. In case of withdrawal between 04.02.2027 and 03.07.2027, the exhibitor must pay Messe Essen 80% of the participation fee agreed in the exhibition agreement.

19.2 If the exhibitor does not participate in the event despite the existing exhibition agreement, the exhibitor will also be charged for the professional visitor tickets requested and redeemed by it and by any co-exhibitors at the advance purchase price that applies for the event. The above is without prejudice to section 19.1 of these Terms and Conditions of Participation. This does not affect the right of Messe Essen to assert further claims against the exhibitor.

Except for the provision in section 19.1 of these Terms and Conditions of Participation, the exhibitor does not have an ordinary right of termination or a right of withdrawal under the exhibition agreement.

19.3 If the exhibitor does not participate in the event despite the existing exhibition agreement, the exhibitor will also be charged for the professional visitor tickets requested and redeemed by him and any co-exhibitors at the advance booking price applicable to the event.

19.4 Messe Essen is entitled to withdraw from the exhibition agreement and other contractual relationships with the exhibitor in relation to the event if the exhibitor does not meet its obligations toward Messe Essen despite the setting of a deadline. Messe Essen is also entitled to withdraw from the agreement if the exhibitor does not meet or no longer meets the preconditions for the conclusion of the exhibition agreement, in particular if the exhibitor has changed its production programme to a degree that it can no longer be assigned to the event's list of goods groups. The same applies if the exhibitor ceases payment or if insolvency proceedings or corresponding proceedings according to the legal system of its country of origin have been applied for, or if the exhibitor's company is in liquidation. In the aforementioned cases, Messe Essen is entitled to claim for damages instead of performance, to the amount of 25% (net) of the participation fee. The exhibitor is entitled to provide evidence that Messe Essen has not incurred any damage or has incurred less damage. This does not affect Messe Essen's right to assert any further claims.

19.5 If Messe Essen withdraws from the agreement due to culpable breach of contract on the part of the exhibitor, such as unauthorised transfer of stand space, breaches of intellectual property law, failure to carry out cleaning, dishonest advertising, failure to vacate by the deadline, illegal stand construction, the exhibitor is obligated to pay a contractual penalty of €6,000 minimum, with the amount to be determined on an individual basis at the discretion of Messe Essen and, in the event of a legal dispute, to be reviewed by the responsible Regional Court (Landgericht). If a claim for damages also arises from the breach of contract, the contractual penalty will be credited against the claim for damages. This does not affect Messe Essen's right to assert any further claims.

20. Photography and other visual recordings

20.1 Commercial visual recordings of any kind, especially photography and filming, are only permitted on the event site for persons approved to do so by Messe Essen with a valid ID issued by Messe Essen. Stand photography that is to take place outside of the daily opening hours and that needs special lighting requires the approval of Messe Essen. The costs incurred will be borne by the exhibitor if not covered by the photographer.

20.2 Messe Essen and, with its approval, representatives of the press and television, are authorised to arrange for photographs, illustrations and film and video recordings to be made of activities at the event, of the exhibition installations and - stands and of exhibited objects, and to use them free of charge in advertising or press releases, provided the exhibitor does not object to this.

20.3 All persons entering on spending time on Messe Essen premises are hereby informed that photography and film or video recordings may take place there. By entering the Messe Essen premises, these persons agree that recordings of them, including portrait pictures, may be used in the context of reporting on the fair / exhibition concerned, on television as well as in privately produced films, in the print and online media, and in particular on websites, social networks and video platforms, unless they explicitly object to such use before entering the Messe Essen premises.

21. Disposal, cleaning and surveillance

21.1 The exhibitor is informed of the options for disposal at the exhibition centre in the Technical Guidelines. The exhibitor is obligated to delegate disposal, subject to fees, to Messe Essen. If, after vacating the stand space, the exhibitor leaves behind rubbish or other objects, Messe Essen is entitled to have these removed and destroyed at the exhibitor's expense.

21.2 Messe Essen will provide for cleaning of the premises, the halls and the corridors. The exhibitor is responsible for cleaning of the stands, which must be completed daily before the event begins. In this regard, the exhibitor also has the option of delegating cleaning, subject to fees, to Messe Essen or companies approved by Messe Essen. If cleaning personnel are employed, their activities are restricted to a one hour period before the event opens to the public and one hour following the closure of the event each day.

21.3 Messe Essen will provide general surveillance of the trade fair halls and adjacent open spaces for the duration of the trade fair. General supervision is provided during set-up and dismantling times. Messe Essen is entitled to take the steps necessary for monitoring and surveillance.

21.4 General surveillance does not cover monitoring of the exhibitor's property. The general surveillance handled by Messe Essen does not limit the exclusion of liability for personal injury and material damage in particular.

21.5 The exhibitor itself must organise security for the exhibitor's property; the security monitoring must only be handled by security firms hired by Messe Essen. Valuable and easily removed items should be locked up by exhibitors, especially at night.

22. Supplementary provisions

22.1 The components of the exhibition agreement are the general business and delivery provisions, the site rules, the list of goods groups and the Technical Guidelines and other provisions that can be viewed online on the event website.

22.2 During the event, the exhibitor is subject to the domiciliary rights of the exhibition company at all times while on Messe Essen premises.

22.3 Messe Essen is entitled to remove objects not removed by the dismantling deadline at the exhibitor's expense. Storage of these objects is not required; they may be disposed of.

22.4 Messe Essen is solely responsible for the general heating, cooling, ventilation and lighting of the halls. All installations must be performed exclusively by Messe Essen or third parties authorised by it. Within a stand, installations may also be performed by other specialist firms, which must be designated to Messe Essen in advance upon request. Messe Essen is entitled but not obligated to inspect the installations.

22.5 The exhibitor is liable for damages caused by its own installations. The exhibitor is also liable for all damage arising from uncontrolled power consumption. Messe Essen is only responsible for losses and damage arising due to disruption of the energy supply in accordance with Section 6 of the General Conditions of Electricity Supply (AVBEltV), Section 18 of the Low Voltage Connection Act (NAV) and section 6 of the General Conditions of Water Supply (AVBWasserV).

22.6 Smoking in closed rooms anywhere within the exhibition centre is forbidden at all times.

23. Final provisions

23.1 All claims of the exhibitor against Messe Essen must be asserted in writing. These expire within 12 months from the end of the year in which they arose.

23.2 There are no verbal ancillary agreements. Changes or supplements to these Terms and Conditions of Participation must be made in writing with a handwritten signature. This also applies to changes or supplements to the exhibition agreement. This also applies to any changes or supplements to or any revocation of this written form clause itself.

23.3 German law applies exclusively to these Terms and Conditions of Participation and to the exhibition agreement, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of fulfilment and jurisdiction is exclusively Essen in Germany. Alternatively, Messe Essen reserves the right to assert its claims before the court of the location of the exhibitor's registered office.

23.4 If individual provisions of these Terms and Conditions of Participation or the exhibition agreement are or become ineffective either in full or in part, this does not affect the

effectiveness of the remaining provisions. The wholly or partially ineffective provision is replaced by an effective provision that reflects the economic purpose of the wholly or partially ineffective provision as closely as possible. The same applies to unintentional loopholes in these Terms and Conditions of Participation or the exhibition agreement.

23.5 Only the German version of these Terms and Conditions of Participation and the exhibition agreement is authoritative.

Data protection

1. Messe Essen takes the protection of its customer's privacy very seriously. Messe Essen collects and processes personal data in compliance with applicable data protection legislation, and in particular with the EU General Data Protection Regulation (GDPR).

2. The legal basis for the collection and processing of personal data is Art 6 (1)(b) GDPR. Personal data are gathered only to the extent necessary for organisational purposes and as contractually stipulated.. Under no circumstances are the gathered data sold or transferred to third parties for other reasons. Messe Essen will only forward data provided by the exhibitor to individual service providers and service partners for ancillary services related to the fair itself (e.g. provision of electricity supply, list of exhibitors, stand construction). This occurs likewise for sending event-related offers, for information before and after the event, for event-related delivery of advertising and for communicating and updating our lists of exhibitors domestically and abroad.

3. The exhibitor has the right, at any time, of access to processed data relating to his/her person (Art. 15 GDPR), the right to the rectification of inaccurate data (Art. 16 GDPR), the right to erasure of personal data (Art. 17 GDPR), the right to restriction of data processing (Art. 18 GDPR), the right to data portability (Art. 20 GDPR) and the right to lodge a complaint to a supervisory authority for matters related to data protection (Art. 77 GDPR)

Messe Essen GmbH also refers to the data protection provisions on its website https://www.messe-essen.de/data-protection.