

The following „General Conditions of Ebner Media Group GmbH & Co. KG for Exhibitors and Sponsors“ (hereinafter referred to as the „General Conditions“) apply to the provision of space or any associated stand equipment by way of rent for the presentation of products or other sponsorship services for commercial purposes and other related additional services between Ebner Media Group GmbH & Co. KG, Gitarre & Bass, Office Köln, Helmholtzstr. 29-31, 50825 Köln (hereinafter “Ebner Media „) and you as exhibitor or sponsor (hereinafter “participant „, or “main exhibitor“) in your activity as entrepreneur.

The Service Manual of m:con and other terms and conditions of a third party, such as a trade fair centre, supplement these General Conditions (hereinafter collectively „GTC“). In this respect the following order of precedence applies: Confirmation of registration by Ebner Media in conjunction with the information in the registration form; Special registration / participation conditions of Ebner Media; General conditions; Terms and Conditions of a third party.

## 1. Registration/Conclusion of Contract

Offers of Ebner Media in response to requests are non-binding and subject to alteration. With the return of the fully completed and signed application form the participant bindingly orders the space and possibly associated stand equipment for rent and/or additional services. By signing and returning the form, the GTC are bindingly acknowledged. The registration is binding for the participant.

## 2. Confirmation of Registration, Withdrawal and Non-Participation

**2.1.** With the confirmation of registration by Ebner Media, a binding contract is concluded for both parties. Until receipt of the registration confirmation, the participant may withdraw from the registration without giving reasons. The withdrawal must be notified in writing to Ebner Media. If the content of the registration confirmation differs from the content of the registration, the contract is concluded according to the registration confirmation. The participant may object within 2 weeks if the content of the registration confirmation deviates significantly from the content of the registration.

**2.2.** If the registration is made after the booking deadline, the new QM price is 220€ due to increased expenses.

**2.3.** If the participant is prevented from making use of the space and/or other desired services as agreed for reasons that lie within his or her sphere of risk, the participant can withdraw without justification until the end of the booking phase. The withdrawal must be notified in writing to Ebner Media. If the withdrawal is submitted to Ebner Media between the end of the booking phase and the start of the set-up phase, the participant remains obliged to pay 100% of the contractually agreed rent, but may sublet the space to another exhibitor. The participant must take care of finding a suitable subtenant independently. The Ebner Media sales contact must be informed immediately of any subletting, including the contact details of the subtenant. If the exhibitor does not appear at the show without prior notice before the start of the set-up week, he is obliged to pay 200 % of the stand rent.

**2.4.** In deviation from this clause 2.2, in the event that the contractually agreed event cannot take place due to an unforeseeable force majeure, each contracting party shall bear the costs incurred by it up to that point.

**2.5.** Ebner Media is entitled to withdraw from the contract if the number of participants and sponsors required to hold the event economically is not reached, the main organizer does not hold the event, or there are other reasons not within Ebner Media's sphere of responsibility that make it impossible to hold the event. In this case, the exhibitor will be notified immediately and any payment already made will be refunded. Further claims by the participant are excluded, unless Ebner Media is guilty of intent or gross negligence.

## 3. Provision of Services by Ebner Media

**3.1.** After completion of the planning, the participant will receive more detailed information about the location and the square meter number of the space, as well as about the handling and the schedule of the sponsoring. The allocation of the space, the location and the determination of the schedule in the sponsorship will be made by Ebner Media at its discretion. The participant has no claim to a specific form or placement of the space or to a specific time, even if this is specified in the registration or the registration confirmation.

**3.2.** As far as space is rented, the content of the services of Ebner Media is the handing over of the agreed space without superstructures, electricity connection, hardware and software. Further special and additional equipment is offered by Ebner Media against a fee.

**3.3.** Ebner Media is entitled to allocate for a good reason a stand space deviating from the registration confirmation, to change the stand size and dimensions, to move or close the fair and congress entrances, exits and exits and to make structural changes in the exhibition halls without rights being derived therefrom. If the stand size is reduced, the difference to the booked size will be refunded. A claim for damages or withdrawal claim on the part the participant does not arise as a result.

**3.4.** If columns, roofs, installation connections or other fixed installations of the event location are located on the stand space, this does not lead to a reduction in the rental price or other costs.

**3.5.** Insofar as other additional services are booked by the participant, the concrete scope of the service provision according to the information in the registration form as well as the liability lies with the corresponding provider. Ebner Media undertakes to provide the additional services booked to the provider in accordance with the details in the registration form. The participant agrees that the information of the participant necessary for the provision of the additional services will be transmitted by Ebner Media to the provider.

## 4. Performance Obligations of the Participant in the Construction and Operation of the Stands

**4.1.** The participant must comply with the provisions of public law, in particular building regulations, and ensure the necessary approvals himself. This also applies to the persons working for the participant. These persons are to be monitored for compliance with the provision.

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- 4.2. Any required insurance must be taken out by the participant himself.
  - 4.3. The installation and operation of electrical equipment, in particular own W-LAN infrastructure [router, etc.], with the exception of the participant's exhibits, requires the prior written consent of Ebner Media.
  - 4.4. The presentation of products and services may only take place on the booked stand space. The distribution of products, flyers and other means of advertising in the other areas of the exhibition centre can be booked through sponsorship, otherwise it is inadmissible.
  - 4.5. The participant must keep the booked space in the contracted form for the duration of the event and continually staff it during opening hours. Premature clearing of the stand constitutes a serious infringement which obliges the participant to pay a contractual penalty in accordance with clause 5.1.
  - 4.6. Insofar as sponsoring services are the subject of the contract, the sponsor is obliged to render the agreed service in accordance with the contract.
  - 4.7. The participant may only use the space himself and not leave it to third parties either completely or partially without the written permission of Ebner Media. Sponsorship services are to be self-provided.
  - 4.8. The structural regulations (stand spaces & concepts) are described in the document „Service manual“, which must be observed by the exhibitor.
- 5. Consequences of the breach of duty and contractual penalty**
- 5.1. In the event of a breach of contract against item 4.5. for which the participant is responsible, the participant undertakes to pay Ebner Media a contractual penalty in the amount of 125% of the rent for the day at the agreed space price, without prejudice to Ebner Media's right to design the stand and the space itself or otherwise dispose of it.
  - 5.2. In the event of a breach of contract against clause 4.7. for which the participant is responsible, the participant undertakes to pay Ebner Media a contractual penalty in the amount of 200% of the stand rent. Insofar as this is necessary for the event, Ebner Media reserves the right to provide the service itself or have it provided by third parties, to arrange the space otherwise or to dispose of it and to demand compensation for the costs incurred as a result.
  - 5.3. In the event of a breach of contract against clause 4.8. for which the participant is responsible, the participant undertakes to pay the costs of any necessary alterations in addition to the stand rent or to vacate the stand and pay 150% of the stand rent. In this case, Ebner Media reserves the right to arrange the stand space otherwise or to dispose of it.
- 6. Consequences of the Payment and Performance Delay of the Participant**
- 6.1. Ebner Media has the right to terminate the contract without notice and/or to refuse performance if the participant is more than 14 days in arrears with a payment in whole or in part, if insolvency proceedings or the initiation of judicial or extrajudicial settlement proceedings are applied for against the participant, or if the participant declares that he will not occupy the stand or will not perform his contractual service. The participant is obligated to inform Ebner Media immediately upon becoming aware of the aforementioned grounds for termination.
  - 6.2. If Ebner Media terminates the contract without notice, Ebner Media is entitled to claim the invoiced amount as liquidated damages if the booking space cannot be reallocated or another sponsor can be obtained by the end of the booking phase. If the reason for termination of the contract without notice, as well as the resulting termination, occurs after the end of the booking phase, Ebner Media is entitled to claim the invoiced amount in full as liquidated damages, regardless of whether the booking space can be reassigned, used elsewhere, or another sponsor can be found.
  - 6.3. The participant is at liberty to prove that Ebner Media has incurred no damage or actually only a lesser damage. Ebner Media is entitled to prove and claim an actually higher damage.
- 7. Prices, Value Added Tax and Due Date**
- 7.1. All prices quoted are net prices and do not include VAT and proportional allocations for technical services.
  - 7.2. If the space actually provided differs by less than 10 % from the confirmed space, this shall have no influence on the agreed price, provided that this does not result in any significant impairment of the contractually agreed use. In the event of a deviation in excess of this the agreed price will be reduced or increased accordingly on the basis of the confirmed space, the design of the stand and the other services, as appropriate.
  - 7.3. The invoice amount is due 14 days after receipt of the invoice, at the latest one week before the start of the event, and then bears interest at 8 percentage points above the base interest rate. All further additional services are due on the third day after the day which, according to the Service Manual or the confirmation of registration, is deemed to be the end of the dismantling of the exhibition. If the participant is in arrears with a payment in whole or in part for more than 10 calendar days, then, without prejudice to the timing of individual partial payments, the entire outstanding amount of the invoice is due for immediate payment, without the need for another reminder or deadline.
  - 7.4. The timely and complete receipt of payment is a prerequisite for the use of the space/hired object, for the catalogue entry as well as for the delivery of the participant ID cards. Ebner Media reserves the right to block or otherwise rent the stand space if the invoice amount has not been received on the account of Ebner Media before the start of the event.
- 8. Co-Exhibitors, Additionally Represented Companies, Joint Stands**
- 8.1. Since the booked stand space is only rented to the participant [main exhibitor], it may not be exchanged, shared or otherwise handed over to third parties without the consent of Ebner Media.
  - 8.2. Joint use of the booked space by several companies is permitted if the provisions of the Special Section of the Conditions of Participation allow the participation of co-exhibitors and/or additionally represented companies and these have been registered in advance as co- or sub-exhibitors in accordance with the regulations. This also applies to companies appearing with their own

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products, even if no personnel of their own are represented, i.e. group companies and subsidiaries are also considered co-exhibitors.

- 8.3. If several companies share a stand area (joint stand), the main exhibitor is obliged to register the other companies as co-exhibitors or sub-exhibitors via the registration form. At least 4 QM must be booked per company. The main exhibitor remains the sole contractual partner of Ebner Media and must ensure that the other companies comply with the General Terms and Conditions. He is liable for the fault of the co- or sub-exhibitors as for his own fault.
- 8.4. If the participant brings along a co-exhibitor/sub-exhibitor to the rented space without the prior knowledge of Ebner Media and without written registration, Ebner Media is entitled to terminate the contract without notice or, where appropriate, even to clear the rented space. In this case there are no claims for damages or other claims on the part of the participant against Ebner Media. In addition, Ebner Media may demand a contractual penalty in the amount of the registration costs for sub-exhibitors/sub-exhibitors with a surcharge of 50 %.
- 8.5. If a company registered as a co-exhibitor or sub-exhibitor does not participate, the co-exhibitor fee is still due in full. Only those who are not yet an exhibitor [main exhibitor] at the event can become a co-exhibitor.

## 9. Condition and Use of Space/Equipment and Limitations of Liability

- 9.1. Ebner Media hands over the space (including possibly associated stand equipment) in basically perfect and cleaned condition. As of the day deemed to be the end of the dismantling of the exhibition, the associated stand equipment must be returned, as received, to Ebner Media. Damage to the spaces or the associated stand equipment must be reported by the participant to Ebner Media immediately, but no later than upon return. Damage which the participant is responsible for will be eliminated at the participant's expense.
- 9.2. The participant must check the location of the space, the condition of the stand and, if applicable, the associated stand equipment and all other additional services without delay, at least before the start of the event, and must notify defects in writing without delay, as otherwise the warranty claims expire. Claims of the participant to reimbursement of expenses or permission to take away a device become statute-barred within 6 months after the day which, according to the Service Manual or the confirmation of registration, is deemed to be the end of the dismantling of the exhibition.
- 9.3. Ebner Media and the vicarious agents of Ebner Media do not assume any duty of care for stands, fixtures or other objects brought in by the participant.
- 9.4. Ebner Media and the vicarious agents of Ebner Media are only liable for willful intent and gross negligence. For damages resulting from injury to life, limb or health Ebner Media shall also be liable for negligent breach of duty. In the case of property damage and financial loss caused by slight negligence, including any loss of profit, Ebner Media and the vicarious agents of Ebner Media are only liable in the event of a breach of a significant contractual obligation, but limited in amount to the foreseeable and contractually typical damage at the time of the conclusion of the contract: significant contractual obligations are those whose fulfillment is determined by the contract and on the fulfillment of which the participant was entitled to rely.
- 9.5. Ebner Media is not liable for damages caused by participants, stand builders who are not vicarious agents of Ebner Media, visitors or other agents. In case of damage Ebner Media assigns any claims against the liable party/participant.
- 9.6. Ebner Media assumes no liability for damages caused by force majeure, strikes or other failures or power fluctuations in the energy supply for which it is not responsible.

## 10. Miscellaneous

German law applies. Jurisdiction and place of fulfilment is Munich. Should one or more provisions of these conditions of participation or a provision in the context of other agreements be or become ineffective, this shall not affect the validity of all other provisions or agreements. Ineffective or missing clauses are to be replaced by effective clauses which come closest to the intended purpose.

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Date: 09/2022