1. Scope of application
   a) The following terms and conditions shall apply to the leasing of stand spaces as well as other services by the contracting partner from the Measge Messe Frankfurt GmbH (hereinafter: Mesago) and the scope of this agreement by the contracting partner, supplementary General Terms and Conditions of Mesago shall apply.
   b) These terms and conditions shall be integral components of all our offers and contracts, even in ongoing business relations and shall be subject to future amendments or changes without notice. They shall apply for all future contracts with the contracting partner.
   c) Any terms and conditions of the contracting partner shall not establish any obligations on our part, even if we have not expressly objected thereto, as Mesago’s terms and conditions are understood in this context. All orders are subject to the terms and conditions of Mesago unless expressly agreed otherwise with the contracting partner which must always be made in writing.

2. Conclusion of contract/contractual partners
   a) A contract for the exhibition space is to be concluded via application form or otherwise accepted by Mesago. The contracting partner shall be bound to the offer three weeks from our receipt thereof.
   b) With our stand confirmation or other booking confirmation, the agreement with the contracting partner shall become effective. Mesago is not obliged to accept the offer.
   c) If a further offer or order is issued after an offer, the content of the confirmation shall form an integral component of the contract. If the contracting partner is a merchant the contracting partner must lodge a written protest with us about any variations between the booking/booked space and the provisions of the contract.
   d) Several contractual partners shall be liable to us as joint debtors.

3. Stand rental fees
   The prices per square meter agreed or specified by Mesago shall be paid for each square meter to be billed separately to the contracting partner.

4. Opening hours / assembly and dismantling
   The valid opening hours for visitors and contracting partners and the times for assembly and dismantling are to be viewed at e-shop.com.

5. Place of performance
   We shall endeavor to provide the contracting partner the space provided for the agreed stand configuration. In order to distribute the exhibition space in an optimal fashion, we may alter, at our discretion, the layout planning.
   a) The construction, design and safety of the stand shall be the responsibility of the contracting partner, unless the stand configuration is due to the stand design, including the use of any additional auxiliary equipment, such as structural elements.
   b) The construction, design and safety of the stand shall be the responsibility of the contracting partner, unless the stand configuration is due to the stand design, including the use of any additional auxiliary equipment, such as structural elements.
   c) Presentations and displays of any type, the set-up of exhibitions and the distribution of advertising materials may only be made from the stand and in such fashion that visual, acoustic and other nuisances do not arise for other particularly neighboring stands, and that there are no impediments in stand and walkway spaces.
   d) In the event of any infringement of a), b) or c) above, we shall be entitled to request the contracting partner to discontinue the breach. If the breach is not discontinued immediately, we shall exercise a tenant’s lien and to have the object under lien sold after written notice.

6. Technical services
   Mesago shall provide the general heating, cooling and lighting. The contracting partner shall bring in the connection of water, electrical and telephone connections to the stand, the services used and materials consumed shall be billed separately to the contracting partner.

7. Online content and profile of the contracting partner
   a) If the contracting partner has agreed corresponding services (such as online presence) with Mesago, the contracting partner is solely responsible for the timely maintenance of its profile.
   b) The contracting partner is solely responsible for the content of the profile and any resulting legal consequences. Mesago is not the contracting partner shall be responsible for the content and the legal consequences of the profile and related documents and publications for the profile. The contractual partner guarantees that the contents provided by him do not violate any protective or other rights of third parties. Mesago is not obliged to check whether the profile is not used in accordance with the above-mentioned justified ideas. If, at the discretion of Mesago, the contracting party violates laws, official regulations or common decency / morality or if their publication is unreasonable for Mesago. In doing so, Mesago shall take into account not only the content but also the overall impression of the stand from a qualitative and aesthetic point of view. The refusal of publication will be communicated to the contracting partner without delay.
   c) Mesago does not guarantee that the profiles and the contents are available at all times in a secure and error-free manner.

9. Terms and conditions of payment
   a) The net for the rental of the exhibition space is payable in two equal instalments.
   - The first instalment (request for instalment) shall be invoiced to the contracting partner and mailed with the stand confirmation and shall be due immediately. The second instalment (final invoice) less any payments already made shall be charged at the earliest three months prior to the start of the event and shall likewise be due immediately.
   - If the corresponding orders and services, which are ordered separately, shall be due immediately as of the invoice date.
   - In the event of default, the interest rate stipulated by law shall apply at the rate of 9 percentage points above the base interest rate applicable on the due date (§§ 275, 320 BGB (German Civil Code)).
   - For each reminder to the contracting partner after the occurrence of default, we shall be entitled to demand a lump sum of 9 percentage points above the base interest rate for each reminder to be charged at the earliest three months prior to the start of the event and shall likewise be due immediately.
   - The corresponding orders and services, which are ordered separately, shall be due immediately as of the invoice date.
   - If the corresponding orders and services, which are ordered separately, shall be due immediately as of the invoice date.

10. Reservations
   a) Reservations shall be made in writing. This includes the reservation of the square meters due to the layout planning.
   b) The stands must be occupied by personnel during the opening event, a contractual penalty shall further be due in the amount of 9 percentage points above the base interest rate for each reminder to the contracting partner after the occurrence of default, in the case of the stand or subletting of the stand, as well as for the payment on the on-site part is cancelled, the payment for the on-site part (digital package) shall be due for the on-site part is cancelled, the payment for the on-site part (stand rental, AUMA fee, amenities connected to the stand) shall be in place.
   c) If, in accordance with our experience, it becomes evident that the event is in immediate danger for the (economic) reasons stated above, we shall be entitled to demand the payment for the event in full due to insufficient participation in the exhibition or due to an unexpectedly weak visitor interest, we may cancel the event. The contractors shall be entitled to request the space allocated to them in whole or in part to be cancelled, regardless of whether this is required due to insufficient participation or due to other reasons.
   d) If our liability is excluded or limited in accordance with the applicable law or if we are guilty of a material breach of contract, we shall also be entitled to demand compensation for damages incurred and agreed by us due to the conduct of the contracting partner entitling us to terminate the contract agreement without notice.

11. Reclamation
   a) The contracting partner must lodge a complaint about obvious performance deficiencies or the absence or elimination of warranted features of the exhibition space within the relevant period. This period is three days from the date of occupation.
   b) Only if we have not procured redress within a reasonable period or if Mesago does not act upon the contracting partner's complaint, the contracting partner, at its choice, terminate the contract without notice or demand an adequate reduction of the compensation.

12. Limitation/exclusion of liability
   a) Any claims by the contracting partner shall be excluded.
   - This shall not apply in the event that a life, body or health injury is culpably caused by Mesago or one of its employees, collaborators, other vicarious agents or representatives (herein: Mesago Team),

13. Subletting/prohibition of assignment
   a) Without our approval, the contracting partner shall not be entitled to provide the stand allocated to it in whole or in part to a third party for use, particularly to sublet it or accept orders for other companies, unless the third party is a co-exhibitor (+ a party appearing at the stand of the contracting partner with its own personnel and a range of products). The contracting partner must inform us in writing before the start of the event regarding the person of the third party. The contracting partner shall be liable to us for any breaches by the third party and that the general terms of contract is also valid for and accepted by the third partner. Co-exhibitors and represented companies are only such companies which are reported expressly Mesago as co-exhibitors by the main exhibitor.

14. Set-off/retention
   a) The contractual partner may only offset our claims against counterclaims that have been acknowledged by us or have been legally established. The contractual partner may not assert rights of retention or rights to refuse performance in accordance with §§ 273, 320 BGB (German Civil Code) unless we are guilty of a gross breach of contract.

15. Lien
   To secure our claims, we hereby reserve the right to exercise a lesser lien and to have the object under lien sold after written notice, to the exclusion of the provisions of legal lien.

16. Early cessation of a contract (cancellation / German: Stornierung) / Notice of termination (Ger- man: Kündigung)
   a) Early cancellation (cancellation) of the contract concluded with Mesago (including parts of the scope of performances such as use by co-exhibitors) shall only be possible with our approval. Contractually granted or statutory rights of rescission (termination / German: Kündigung) shall remain unaffected. In the event of cancellation (also with regard to parts of the scope of performances regarding fees for co-exhibitors) the contractual partner shall remain obliged to pay us the full aggregate sum due, including the rate of 9 percentage points above the base interest rate for each reminder to the contracting partner after the occurrence of default, in the case of the stand or subletting of the stand, as well as for the payment on the on-site part is cancelled, the payment for the on-site part (digital package) shall be due for the on-site part is cancelled, the payment for the on-site part (stand rental, AUMA fee, amenities connected to the stand) shall be in place.
   b) In the event of termination without notice, we shall also be entitled to demand compensation from the contracting partner of the damage incurred by us due to the conduct of the contracting partner entitling us to terminate the agreement without notice.

17. Place of performance and jurisdiction
   Stuttgart shall be the place of performance and jurisdiction. No contractual relationship is intended with a registered trade or commercial register or is a legal person in public law or a special court manufacturer. If the events occur in the Federal Republic of Germany, Mesago reserves the right to assign the case to the court competent for the registered office of the contracting partner. Exclusive place of jurisdiction shall not be excluded hereby.

18. Agreement to film, image and sound recording
   The contracting partner agrees and permits that Mesago makes or has made film, image and sound recordings as well as drawings of the contracting partner’s exhibition stands and individual exhibits in order to document these or for their own publications, especially in Internet and for advertising purposes. This permission of use is unlimited in time and especially includes production, publication, copying, exploitation as well as processing and altering and is thus also unrestricted in sub-licence.

19. Miscellaneous provisions
   a) The following shall form integral components of agreement: the product groups available at e-shop.com, the building rules and the organizational, technical and other provisions viewable in the Shop for Exhibitor Services and contract with the contracting partner before the start of the event.
   b) All covenants made in the Statutes regarding the agreement and provisions of Mesago shall also apply to the agreement of Mesago and the contracting partner or other covenants with the contracting partner or other general terms and conditions of the contracting partner or other covenants shall not be affected hereby.

As of: 02.11.2021

General terms and conditions Mesago Messe Frankfurt GmbH