General terms and conditions
Mesago Messe Frankfurt GmbH
2021
1. Scope of application
a) The following terms and conditions shall apply to the leasing or rental of stands as well as other services by the contracting partner from Mesago Messe Frankfurt GmbH (hereinafter: Mesago) to the contracting partner if the stand is reserved by the contracting partner.

b) If there is any deviation from the above conditions, the terms and conditions applied shall be those stipulated by Mesago, unless expressly announced otherwise.

2. Placement
3. Stand rental fees
The prices per square meter agreed or specified by Mesago shall be based on the square meter that was paid for the stand. The supports and columns are not deducted in the calculation of the square meters. In the case of non-square stand spaces, Mesago reserves the right to provide the next square meter. The supports and columns are not deductible for the rest of the stand.

4. Opening hours / assembly and dismantling
The valid opening hours for visitors and contracting partners and the binding hours for assembly and dismantling are to be observed at all times.

5. Place of performance
We shall endeavor to provide the contracting partner with the space provided for the stand specified in the stand confirmation. In order to distribute the exhibition space in an optimal fashion, however, we may make changes to the layout that may affect the quality and size of the stand. This is reasonable for the contracting partner.

6. Stand design
a) To assume without formal impression, we have determined guidelines for the stand design which shall be binding for the contracting partner.

b) The construction, design and safety of the stand shall be the responsibility of the contracting partner, unless the stand construction is a contractual obligation of Mesago. In the latter case and at our sole discretion, and construction, safety and design of the stand by the contracting partner and the provision / use of all advertising materials on the stand shall be at the contracting partner and the design and safety of the stand shall meet all applicable laws and the technical guidelines of Mesago, which may be published in our stand guidelines.

c) Presentations and displays of any type, the set-up of exhibits 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 neighbour-)ing stands, and that there are no impediments in stand and walkway space.

d) In the event of any infringement of a) or c) above, we shall be entitled to request the contracting partner to modify the design or remove the stand in its entirety. In the event of such modification, Mesago shall be permitted to add due in the amount of 10 times the rent for the stand.

e) The stands must be occupied by personnel during the opening provisionally foreseen in the stand confirmation. In order to disconnect the stand, the contracting partner shall be responsible for the content. A violation of the legal admissibility of the image and text documents provided for the published stand. The contracting partner guarantees that the contents provided by him do not violate any protective or other rights of third parties or the contracting partner.

f) Mesago reserves the right to refuse the publication of contents due to their technical form as well as for objectively justified reasons if, at the due diligence of Mesago, the contents violate lawful regulations or decency / moral norms or if their publication is unreasonnable for Mesago. In doing so, Mesago will take into account not only the content but also the overall visual appearance of the content from a qualitative and aesthetic point of view. The refusal of publication will be communicated to the contracting partner without delay.

g) Mesago does not guarantee that the profile and the contents are available to the contracting partner-under freedom of speech.

9. Terms and conditions of payment
a) The rent for the stand shall be due in two equal installments. The first installment (rent deposit) shall be invoiced in the amount of 10 times the rent for the stand. The second installment (final invoice) less actual payments already made shall be charged at the earliest three months prior to the start of the event and shall likewise be due immediately. The second installment (final invoice) less actual payments already made shall be charged at the earliest three months prior to the start of the event and shall likewise be due immediately.

b) Invoices regarding other orders and performances, which are ordered separately, shall be due immediately as of the invoice date.

c) 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 default date (§ 288 (2) of the Civil Code).

d) For each reminder to the contracting partner after the occurrence of default, Mesago reserves the right to demand a lump sum of EUR 3.00. The contracting partner shall retain the right to prove that no default has occurred or that much less damage was incurred than this lump sum was incurred. We reserve the right to assert further claims for damages caused by delayed payment.

10. Reservations
a) We shall be entitled to postpone, shorten, close in whole or in part or cancel the event due to compelling grounds for which we are not responsible, especially due to an official or legal order (e. g. or in the event of force majeure (e. g. extreme weather conditions, cataclysmic disaster, war, terrorism, floods, fires, danger to the life or health of the participants). This right applies to the entire event as well as to individual parts of the stand and online part of the event. The remuneration payable by the contracting partner shall then be adjusted accordingly or shall no longer be payable in its entirety.

b) If, in accordance with our experience, it becomes evident that the event cannot be continued due to insufficient participation in the exhibition or due to unexpectedly weak visitor interest, we may cancel the event at any time. The corresponding declaration must be received by the contracting partner two months prior to the planned start of the event. In the event of a cancellation in due time, we shall not be obliged to compensate any expenses or damage.

11. Reclamations
a) The contracting partner must lodge a complaint about obvious performance deficiencies or the absence or elimination of warranted features in writing, within 14 days of detection. Please procure redress by us within this period.

b) Only if we have not procured redress within a reasonable period or if redress is not possible or is denied, can the contracting partner, at its sole discretion, withdraw from the contract without notice or demand an adequate reduction of the compensation.

12. Limitation/exclusion of liability
a) Any claims of the contracting partner due to damage shall be excluded. This shall not apply in the event of damage by the contracting partner or Mesago of its employees, collaborators, other vicarious agents or representatives (herein: Mesago-Team),

b) in the case that an intention (in the sense of the German legal term »vorsatzlich«) or grossly negligent behavior of Mesago or of the Mesago-Team is the basis for the damage claim,

in the event of a violation of a warranty (in the sense of the German legal term «Garantie») granted by Mesago,

in the case of mandatory liability, e. g. under the German Product Liability Act (»Produkthaftungsgesetz«),

in the event that Mesago or the Mesago-Team negligently breaches a material contractual obligation. However, in the event that Mesago or the Mesago-Team negligently breaches a material contractual obligation, Mesago is limited to the amount of damages that is typically foreseeable. A material contractual obligation is a contractual obligation, whose performance is necessary to execute the contract properly and whose performance the other contracting partner may rely upon.

The aforementioned clauses do not imply any change of the burden of proof for asserting a claim against the contracting partner.

b) If our liability is excluded or limited in accordance with the above provisions, we are as a matter of personal liability of the employees, collaborators and other vicarious agents and representatives solely responsible for the content.

c) We have entered into an exhibition insurance against com- mon insurable risks, such as fire, break-in, theft, water dam- age, etc. We recommend that the contracting partner cover risks by applying at its own cost using the form foresseen for this purpose in the technical documents.

13. Subletting/prohibition of assignment
a) Without our approval, the contracting partner shall not be en- titled to provide the stand allocated to it in whole or in part to third parties for use, particularly to sublet it or accept orders for other companies, unless the third party is a co-exhibitor (a company with a separate stand at the stand of the contracting partner with its own personnel and a range of products).

b) The contracting partner must inform us in writing before the start of the event regarding the person of the third party. The contracting partner must inform us in writing before the start of the event regarding the person of the third party and that the general terms of conditions is also valid for and accepted by the third party. Co-exhibitors and represented companies are only such companies which are reported expressly to Mesago as co-exhibitors by the main exhibitor.

c) The contracting partner may not assign any claims against us to a third party.

14. Set-off/retention
The contracting partner may only offset our claims against counter- claims that have been acknowledged by us or have been legally establised. The contractual partner shall not assert rights of retention or rights to refuse performance in accordance with the German Civil Code if we are guilty of a gross breach of contract.

15. Lien
To secure our claims, hereby reserve the right to exercise a tenant’s lien and to have the object under lien sold after written notice pursuant to the provisions of law.

16. Early cessation of a contract (cancellation / Ger- man: Kündigung) / Notice of termination (Ger- man: Kündigung)
Early cancellation (cancellation) of the contract concluded with Mesago (including parts of the scope of services, such as the use by co-exhibitors or represented companies) shall only be possible with our approval. In such case, statutory rights of rescission, revocation, termination or rescis- sion (§ 323 b, c or d of the German Civil Code) in case of regard to parts of the scope of services such as use by co- exhibitors or represented companies, the contracting partner shall remain obliged to pay us the full agreed remuneration (including the fees for co-exhibitors or represented compa- nies) as compensation for damages instead of performance. The contracting partner retains the right to prove that no dam- age was incurred or that much less damage than the stipu- lated remuneration was incurred. Any statutory or contractu- ally granted rights of withdrawal or termination remain unaf- fected.

b) We shall especially have the right to terminate a contract with- out notice if it is no longer reasonable for us to adhere to the agreement due to the conduct of the contracting partner. It shall – not necessarily be reasonable for us-for example, if the contracting partner is in default with a not insignificant portion of its payment obligations. The contracting partner shall not be entitled to breach any other contractual obligations. In the event of termi- nation without notice, we shall also be entitled to demand com- pensation from the contracting partner 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, pro- vided the contracting partner is a merchant entered in the com- mercial register or is a legal person in public law or a special public fund. We shall also be entitled to assert claims before the court of the competent jurisdiction for the event. Any exclusive place of jurisdiction shall not be excluded here.

18. Agreement to film, image and sound recording
The contracting partner agrees and permits that Mesago makes or has images, video and sound media being created at our exhibition stands and individual exhibits in order to document these or for their own publications, especially in Internet and for advertise- ments. This also includes, in addition to the installation and dis- truction, specifically includes production, publication, copying, exploitation as well as processing and altering and is thus also unrestricted in sub- stance.

19. Miscellaneous provisions
a) The following shall form integral components of agreement: the product groups viewable at mesago.com, the building rules and the organizational, technical and other provisions viewable in the Shop for Exhibitor Services sent to the contracting partner before the start of the event.

b) All contracts reached with us must be written in this. This shall also apply to the simplification or exclusion of the requirement for the written form.

b) Should any provisions of our agreement with the contracting partner or other contracting partners with these general terms and conditions of contract be or become invalid in whole or in part, the other provisions of the agreement or other covenants or these general terms and conditions of contract shall be unaffected here.

As of: March 2011

General terms and conditions Mesago Messe Frankfurt Group
Supplementary participation and cancellation conditions for FORMNEXT 2021

General information
In order to provide exhibitors in the current Corona situation with a high degree of flexibility for planning their participation in the FORMNEXT 2021, we offer supplementary participation and cancellation conditions that differ from § 16 a) of our otherwise still valid General Terms and Conditions (GTC) as described below.

Supplementary participation and cancellation conditions
Deviating to § 16 a) of our GTC we are offering exhibitors to make use of the following time limited participation and cancellation conditions for FORMNEXT 2021:

• Exhibitors can reduce their stand space free of charge up to and including 30 June 2021 or cancel their participation in the fair free of charge.

• From 01 July 2021 up to and including 31 July 2021, 50% of the stand rental fee will be charged as cancellation costs if the stand space is cancelled by the exhibitor. Cancellation costs are due immediately. If and insofar cancellation costs have arisen, these will be fully credited in terms of amount for the stand rental costs 2022 for a possible participation of the exhibitor in the FORMNEXT 2022 (discount).

The condition for granting the discount is that the exhibitor participates in FORMNEXT 2022 with its own stand space, whereby the stand size in 2022 must be at least the same as that booked by the exhibitor for FORMNEXT 2021. Otherwise, the discount will not be granted, which has no influence on the occurrence and existence of the aforementioned cancellation costs.

As of 01 August 2021, our previous terms of cancellation will automatically take effect as described in § 16 a) of our GTC again.