

GENERAL TERMS AND CONDITIONS

for Trade Fairs and Exhibitions of the company MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH

International Suppliers Fair

06th - 08th October 2020

Wolfsburg | Allerpark | Germany

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General Provisions

- 1 Registration
- 2 Co-exhibitors
- 3 Conclusion of Contract
- 4 Stand Allocation
- 5 Exhibition Material
- 6 Terms of Payment
- 7 Liability and Insurance
- 8 Withdrawal from Contract
- 9 Force Majeure
- 10 Exhibitor Passes
- 11 Visual and Audio Recordings
- 12 Advertising
- 13 Official Authorisations, Legal Regulations and Technical Guidelines
- 14 Event Organisation Regulations

Stand Construction

- 15 General Provisions, Dates and Deadlines
- 16 Stand Design

Other Services

- 17 IZB-ServiceShop
- 18 Stand Security and Stand Cleaning
- 19 Technical Installations
- 20 Photography
- 21 Catering Services
- 22 Data Protection

Final Provisions

1 Registration

1.1 Stand Registration

Registration for a trade fair or exhibition (event) shall be carried out using the pre-printed Stand Registrations IZB 2020 form. The form must be filled out carefully and signed as legally binding. Registration represents the submission of an irrevocable offer of contract to the company MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH to which the exhibitor is bound until the beginning of the event.

1.2 The Subject Matter of the Contract

The main components of the contract are:

- a) the registration form
- b) the specific Terms and Conditions of Participation
- c) the regulations stipulated in the IZB-ServiceShop
- d) the General Terms and Conditions

In the case of discrepancies between these components, the regulations shall apply in the order listed above.

1.3 Inclusion of the Contract Terms and Conditions

By signing the stand registration form, exhibitors accept both the General Terms and Conditions and the Terms and Conditions of Participation, as well as the regulations stipulated in the IZB-ServiceShop, as binding. Exhibitors are responsible for ensuring that the individuals whom they employ at the event are also provided with a copy of the entire contract.

2 Co-exhibitors

If several exhibitors want to hire a stand together, they must specify their authorised exhibition representative when registering for the event. MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH will then deal with this representative alone. The exhibition representative shall be liable for any fault attributable to himself/herself or to his/her principals. The exhibitors hiring the stand as a group shall be liable to MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH as joint debtors.

3 Conclusion of Contract

3.1 Order Confirmation

MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall decide to accept the offer of contract by sending the exhibitor a written order confirmation (confirming the authorisation of the exhibitor and the registered exhibition material).

3.2 Limitations to Exhibitors and Exhibition Material

MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH is entitled to exclude



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individual exhibitors from participation in the event or limit the event to specific groups of exhibitors if this becomes necessary in order to achieve the purpose of the event and is based on objectively justified reasons, in particular if the amount of space available is insufficient. This shall also apply to exhibition material.

3.3 Deviation from the Registration

In the case that MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH accepts the registration of the exhibition area or exhibition material subject to extensions, limitations or other changes, it shall be bound to the modified offer for two weeks.

4 Stand Allocation

4.1 Basic Principle

MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall allocate stands according to the topic and content of the event in question and the space available for the event. Stand requests will be taken into account where possible.

4.2 Changes to Neighbouring Stands

Exhibitors must accept that at the beginning of the event, the positions of other stands may have changed since they received authorisation. Claims for damages are excluded for both parties.

4.3 Swapping Stands and Allocating Stands to Third Parties

Exhibitors are not permitted to swap their allocated stand with another exhibitor or to partially or fully allocate their stand to a third party without accordingly arranging this with MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH.

5 Exhibition Material

5.1 Removal and Replacement

Exhibitors are only permitted to exhibit the agreed exhibition material, which may only be removed from its location when agreed with MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH. Exhibitors are only permitted to replace exhibition material one hour before the start and one hour after the end of the event's daily opening hours and may only do so when agreed in writing with MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH.

5.2 Exclusion

MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH is entitled to demand the

removal of exhibition material in the case that this material was not listed in the stand hire contract, proves to be disturbing or dangerous or does not comply with the objective of the event. If exhibitors do not remove this exhibition material, it will be removed by MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH with legal assistance at the exhibitor's expense.

5.3 Direct Sales

Direct sales are not permitted at the event unless explicitly authorised. In the case that sales are explicitly authorised, exhibition material must display clearly legible price tags. Exhibitors must particularly ensure that they acquire and comply with authorisations involving trade and health regulations. More detailed information on this matter can be found in the IZB-ServiceShop.

5.4 Industrial Property Rights

Exhibitors must ensure that they have copyrights and other industrial property rights to their exhibition material. Protection of designs (utility patents and design patents) and trademarks for a period of six months starting at the beginning of an exhibition shall only apply when the German Federal Minister of Justice has published a corresponding announcement in the German Federal Law Gazette ('Bundesgesetzblatt') for the exhibition in question.

6 Terms of Payment

6.1 Due Payments

The stand hire price as stated in the order confirmation must be paid into one of the MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH accounts listed on the invoice by the deadlines stipulated in the specific Terms and Conditions of Participation. Exhibitors must specify their customer and invoice number when making their payment. Invoice amounts will be due once invoices have been issued. The closing invoice will be sent after the end of the event.

6.2 Assignment and Set-Offs

The assignment of claims against MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH is excluded. The set-off of claims is only permitted in the case of counterclaims that are undisputed or have been legally substantiated.

6.3 Complaints

Complaints concerning invoices can only be taken into consideration when submitted to MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH in writing within 14 days after the invoice has been issued.



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6.4 The Lessor's Lien

In order to secure its claims, MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH reserves the right to claim its lien and sell the pledged property by private contract after announcing this intention in writing. MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall only be liable for damages to the pledged property in the case that these arise as a result of intent and gross negligence.

7 Liability and Insurance

7.1 MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall be fully liable for damages caused as a result of intent and gross negligence on the part of MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH, its legal representatives or its executive staff.

7.2 MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall be liable on the merits for damages caused by ordinary agents as a result of gross negligence. The total amount covered by this liability is limited to damages that must be typically expected in the case of contracts such as the contract in question.

7.3 MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall be liable on the merits for all violations of essential contractual obligations. Essential contractual obligations are those that must particularly be complied with in order to achieve the purpose of the contract (cardinal obligations). Unless a case covered in section 7.1 is involved, the total amount covered by liability in the case of violations of cardinal obligations shall be limited to damages that must be typically expected in the case of contracts such as the contract in question.

7.4 The liability limitations specified in sections 1 to 3 shall not apply in the case of liability for a lack of assured properties, liability in accordance with the German Product Liability Act or liability in the case of injury to life, body or health.

7.5 The liability of MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH for initial defects in the hired item regardless of negligence or fault (warranty liability) is excluded.

7.6 Exhibitors shall be liable in accordance with the legal regulations. It is recommended that exhibitors take out exhibitor insurance. More detailed information on this matter can be found in the IZB-ServiceShop.

8 Cancellation, Non-Participation by Exhibitors and Withdrawal from the Contract by MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH

8.1 Cancellation and Non-Participation by Exhibitors

Exhibitors must still pay the full amount of their stand hire price if they cancel their participation in the event or do not participate in the event without sending notification of cancellation. If an exhibitor cancels his/her participation in the event and his/her stand can be successfully hired out to another party, MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall be entitled to claim payment of 25% of the stand hire charged from the original hirer. The full stand hire must be paid when MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH hires the agreed stand area out to another party but the overall stand area nevertheless decreases as a result of the cancellation/non-participation. The exhibitor shall be entitled to prove that these costs were not incurred by MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH or that the amount is incorrect. MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH reserves the right to assert further claims.

8.2. Withdrawal from the Contract by MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH

MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall be entitled to withdraw from the contract in the case that:

- a) it has not received the complete hire payment by the due date specified in the invoice at the latest and the exhibitor also does not pay this amount after the expiry of a grace period that he/she has been granted;
- b) the stand is not noticeably occupied on time, namely by 24 hours before the official opening of the event at the latest;
- c) the exhibitor violates the venue regulations and does not cease to do so, even after being warned;
- d) the registered exhibitor no longer meets the requirements for the granting of authorisation or MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH later becomes aware of reasons that would have justified non-authorisation if MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH had known about these reasons in good time. This particularly applies in the case of legal composition or bankruptcy proceedings involving the exhibitor or if the exhibitor



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becomes insolvent. The exhibitor must immediately inform MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH about the start of such proceedings or insolvency. MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall be entitled to lodge claims for damages in the cases specified above. Section 8.1 shall apply in such cases.

9 Force Majeure

9.1 Cancellation of the Event

If MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH is unable to hold the event due to circumstances for which neither MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH nor the exhibitor is responsible, it shall not be entitled to claim payment of the stand hire fee. MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall, however, be entitled to charge the exhibitor for the costs incurred for the work ordered from MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH by the exhibitor if the exhibitor does not provide evidence that the results of this work is of no interest to his/her company.

9.2 Rescheduling of the Event

If MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH is able to host the event at a later point in time, it must notify the exhibitors immediately. The exhibitors shall then be entitled to cancel their participation in the event on the rescheduled date within a period of one week following receipt of this notification. MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall not be entitled to claim payment of the stand hire fee in the case of cancellation.

9.3 Once the Event Has Started

If MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH is forced to shorten or cancel the event once it has started due to force majeure, the exhibitor shall not be entitled to claim a refund or waiver of the stand hire fee.

10 Exhibitor Passes

10.1 Exhibitor Passes

Exhibitors shall receive a limited number of exhibitor passes that provide free admission to the event for themselves and any individuals whom they have employed for the duration of the exhibition or trade fair. More detailed provisions concerning this matter can be found in the Terms and Conditions of Participation.

10.2 Common Rules

Passes shall either be allocated to specific individuals named on the respective passes or must be completely and correctly filled out and then personally signed by their owners. They are not transferable and are only valid in connection with an official passport or identity card. Passes shall be confiscated without replacement in the case of misuse. In the case of a group stand or joint exhibition stand, only the authorised exhibition representative shall receive the required passes. Additional passes shall be available at an extra cost.

11 Visual and Audio Recordings

MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall be entitled to obtain or produce photographs, drawings and film and video recordings of exhibition events as well as exhibition constructions, stands and exhibits and to use these for advertising or press releases. The exhibitor shall not be entitled to object to the production and use of such photographs, drawings and recordings for any reason. This shall also apply to recordings produced by the press or television companies that have been approved by MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH.

12 Advertising

12.1 Scope

All types of advertising may only be used within the stand hired by the exhibitor for the exhibitor's own company and may only advertise the exhibited goods produced or sold by this company.

12.2 Authorisation Requirement

Advertising using loudspeakers, slide shows, film presentations and shows or performances requires written consent from the MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH. This also applies to the use of other devices and equipment that can be used to achieve a better advertising effect through use of visual and acoustic means. Political advertising is strictly not permitted.

13 Official Authorisations, Legal Regulations and Technical Guidelines

Official authorisations must generally be obtained by the exhibitor. Exhibitors are responsible for ensuring that the GEMA (German Society for Musical Performing and Mechanical Reproduction Rights) regulations and the trade, police, health and other legal regulations, in particular the "Act on Technical Equipment" (German Equipment Safety Act) are ad-



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hered to. They must also comply with the “Technical Guidelines” of the IZB-ServiceShop, which in particular contain regulations concerning stand construction and stand design, as well as comprehensive safety regulations.

14 Event Organisation Regulations

14.1 Venue Regulations

Exhibitors shall be subject to the MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH venue regulations on the entire site throughout the event. Any instructions given by MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH employees, who can be identified by means of their employee ID cards, must be followed.

14.2 Parking Spaces

Exhibitors do not have a right to a parking space.

14.3 Accessing the Exhibition Grounds

Vehicles that have not received authorisation are not permitted to enter the inner area of the exhibition grounds during the event. Regulations on the delivery of goods and similar activities can be found in the ServiceManual.

14.4 Leaving the Site

Exhibitors and their assistants must leave the halls and clear the site within an hour after the end of the daily opening hours for visitors. If individuals wish to leave the exhibition with packages, they must show the security guards at the exit their authorisation to do so.

14.5 Other Regulations

Animals are generally not permitted to be brought into the exhibition grounds. Water that is required for the treatment of food and to clean utensils that come into direct contact with food may only be taken from hygienic water tap connections. This water may not be taken from the lavatory areas.

14.6 Environmental Protection

Exhibitors are required to act in an environmentally friendly manner. They must also follow the MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH environmental guidelines that are included in the IZB-ServiceShop.

15 General Provisions, Dates and Deadlines

15.1 Dates and Deadlines

The installation and dismantling periods are specified in the specific Terms and Conditions of Participation.

15.2 Installation and Exhibitor Service

The IZB-ServiceShop contains the range of services

available from the respective contracted company of MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH with regard to the planning, installation and organisation of system stands and individual stands.

15.3 Dismantling

Exhibition stands may only be cleared after the end of the event. Exhibitors must complete the dismantling of their stands within the duration of the dismantling period. After the dismantling period, MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall be entitled to carry out or commission a third party to carry out the dismantling of stands and the removal and storage of exhibition items at the exhibitor's expense. MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall only assume liability for the loss or damage of exhibition items in the case of intent or gross negligence. MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall be entitled to a lien for the costs arising from this action (see section 6.4).

16 Stand Design

16.1 Notice of Approval

Based on the expectation that the design and construction of stands will comply with the Technical Guidelines, one-storey stand constructions at ground level and without roofing in the exhibition halls do not require submission of drawings and plans for approval. All other stand constructions, mobile stands, special constructions and other structures shall be subject to approval. Two copies of assembly plans (stand layout and view) must be submitted to MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH for approval. More detailed information on this matter can be found in the ServiceManual. Multi-storey stand constructions are not permitted.

16.2 Stand Appearance

The exhibition stand must be adapted to suit the overall plan of the exhibition. MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH reserves the right to prohibit the installation of unsuitable stands or stands with an inadequate design.

16.3 Stand Equipment and Staff during the Opening Hours

Stands must be properly equipped and occupied by competent staff during the specified opening hours throughout the entire duration of the trade fair or exhibition.



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16.4 Contractual Penalty

If an exhibitor is guilty of violating the regulations stipulated above (in sections 16.2 and 16.3), MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall be entitled to claim a contractual penalty of 500.00 Euros per day following an unsuccessful warning.

17 IZB-ServiceShop

All exhibitors will be provided with the IZB-ServiceShop, which contains all of the necessary information concerning technical guidelines, technical equipment standards, installations, stand construction, design and fittings, other trade fair services, insurance, public relations, the Trade Fair Catalogue and other services, as well as the necessary order forms.

18 General Security Services and Cleaning

- a) The surveillance of the halls shall be arranged by MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH. MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall only be liable for damages in the case of gross negligence. Exhibitors shall be responsible for the surveillance of their exhibition stands. It is recommended that exhibitors take out a suitable insurance policy to avert damages. Valuable items that can be easily removed should be locked away during the night. Exhibitors are not permitted to employ private guards to watch over their stands.
- b) MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall arrange for the general cleaning of the site and the aisles in the exhibition halls. Exhibitors are responsible for cleaning their stands. These cleaning activities must be finished before the event is opened every day.
- c) Only the respective company contracted by MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH may be contracted to clean and watch over stands.
- d) Exhibitors or stand constructors commissioned by exhibitors are responsible for the removal of any waste that they produce. They must comply with the regulations of the environmental guidelines stipulated in the IZB-ServiceShop.

19 Technical Installations

The companies authorised by MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall provide electrical, water, telephone and other services in the exhibition halls. More detailed

provisions concerning this matter can be found in the specific Terms and Conditions of Participation.

20 Photography

Only photographers and film and video production companies that have been authorised by MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH and granted a corresponding pass should be commissioned by the exhibitors to produce photographic, film or video recordings during the daily opening hours of the event. These photographers and companies are only permitted to be commissioned before the beginning and after the end of the daily opening hours. Other photographers or production companies are not permitted to access the exhibition grounds.

21 Catering Services

Catering services must be provided by the contracted companies authorised by MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH.

22 Data Protection

We collect, use and process your personal data for the conclusion, execution and completion of your contractual relationship with MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH and for market research purposes. In order to be able to meet our contractual obligations, we disclose some of your data to our parent company (Messe Berlin GmbH) and partner companies that we have contracted to process your personal data. Your data will only be used in accordance with the legal regulations and for the purposes specified (see the Data Protection Regulations / Stand Registration on page 6). You can revoke any declarations of consent to the company MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH at any time.

23 Final Provisions

23.1 Written Form

Any deviations from the contents of this agreement (section 1.2) or ancillary agreements shall only be legally binding when confirmed in writing by MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH.

23.2 German Law

The mutual rights and obligations deriving from and in connection with this contractual relationship are subject to the law of the Federal Republic of



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23.3 Place of Performance and Court of Jurisdiction

The place of performance is the German city of Wolfsburg. If the defendant is a merchant or a legal person under public law or has no general court of jurisdiction in Germany, the claimant shall be entitled to choose whether the court of jurisdiction is Wolfsburg or the general court of jurisdiction of the defendant.

23.4 Limitation of Claims

Exhibitors' claims against MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH shall be subject to a period of limitation of 6 months unless prevented by mandatory legal regulations.

23.5 Severability Clause

If individual provisions of these General Terms and Conditions are invalid, this shall not affect the validity of the remaining provisions. The invalid provision must then be amended so that it meets the intended purpose.

