

# Terms of Digital Participation

Updated as of: May 2021

## **V1 General information about the event**

Event: iba.CONNECTING EXPERTS 2021  
Venue: Internet platform connecting.iba.de  
Duration of event: Monday - Thursday, 25 – 28 October 2021

## **V2 Registration and formation of contract**

The legal relationship between GHM and the contractor shall be governed solely and exclusively by the contract concluded in textual form (please note that the offer expressing the willingness of the person making it to enter into a contract with the offeror and the acceptance expressing the offeree's assent to the offer, i.e. the conditions for forming a contract under German law, may also be made in separate documents) as well as by these Terms of Digital Participation which shall be deemed to be an integral part of the contract. The contract is the entire agreement that fully reflects all agreements made between the parties to the contract regarding the subject matter of the contract. No ancillary agreements or promises have been made orally or in writing between the parties. Supplements and amendments to the contractual agreements shall only be valid and effective if made in textual form [cf. section 126 lit. b of the German Civil Code].

LUMITOS AG, Ernst-Augustin-Str. 2, 12489 Berlin, Germany, (hereinafter referred to as "LUMITOS") will, at the exhibitor's request, prepare (and submit by e-mail to the exhibitor) a quote - on behalf of GHM - for participation in the trade fair and creation of a virtual exhibition stand and, to the extent applicable, any additional services to be provided. As an alternative option, the exhibitor will be sent an order form. To register for the event, such quote/offer must be signed by the exhibitor in a legally binding capacity and sent by e-mail to [auftrag@lumitos.com](mailto:auftrag@lumitos.com) within the time allowed for acceptance specified in the quote/offer. Any changes in, additions to or cancellations of the text or wording of the quote/offer/order form and/or the Terms of Digital Participation made by the exhibitor shall not be deemed to be valid and effective. In the context of registration/ the purchase order, unless specified otherwise in the offer, it shall be permitted for the exhibitor to only pick individual items of the quote. The contract shall be formed once the registration/ purchase order which was sent on time reaches the sphere of control (Zugang) of LUMITOS. Any registrations/purchase orders that may be sent by the exhibitor after expiry of the time allowed for acceptance of the offer shall be interpreted to constitute new offers submitted by the exhibitor with a view to formation of a contract with GHM. Acceptance of an offer with a view to formation of contract may be explicitly stated by GHM or acceptance may also be inferred, for example from GHM sending the exhibitor an invoice for trade fair participation. Within the EU, the VAT ID number must be included in registration forms.

Any circular letters that may, if any, in future be sent in digital or printed form shall be deemed to be an integral part of the Terms of Digital Participation.

GHM reserves the right to make any changes and additions that may be deemed necessary with respect to technical implementation and security.

### **V3 Terms of payment and due date**

The invoice for trade fair participation will be sent to the exhibitor upon receipt of the signed offer. This invoice i.a. includes the package price, visitor promotion and press and public relations activities for the event as well as any additional services, advisory as well as other services that the exhibitor may have booked and that are to be provided by GHM, or agents charged by GHM with the performance of specific obligations (Erfüllungsgehilfen – german civil code BGB 278).

The participation invoice shall be due for payment in full **14 days** from the date of the invoice, but no later than 18 October 2021 if the invoice is issued after 01 October 2021.

If payment is not made by the exhibitor in time, GHM shall have the right to disable the exhibitor's access and to put content off-line until the invoice has been settled in full and/or to revoke the contract immediately and claim damages. Reference is made to section **V8 Extraordinary notice of termination**.

After the event has ended, the exhibitor may, if applicable, be sent an invoice for services not yet accounted for. Such invoice shall be due and payable within 14 days of the invoice date.

Any and all fees, bank charges, levies and taxes including, but not limited to, value-added tax, must be borne by the exhibitor. Any amounts withheld or deducted by third parties from payment, such as taxes and fees charged, imposed or levied at the exhibitor's place of origin, shall not be borne by GHM. **Payments must be made in EUROS**. The exhibitor shall have eight (8) days after receipt of the invoice to notify GHM of any errors that may have been made; any complaints that may be made by the exhibitor thereafter will not be taken into account.

The exhibitor shall only have the right to claim publication of the digital presentation option after having fully settled the invoice for trade fair participation and after timely delivery of any and all materials, data and information that may be required for creating the virtual presence; if applicable, it shall be up to the exhibitor to furnish proof or evidence thereof.

### **V4 Addressees, invoice change requests**

The following rule shall apply with respect to exhibitors based in the European Union (other than Germany): The exhibitor confirms in capacity of beneficiary of the performance that any and all services and performance provided by GHM as the service provider will be used exclusively by the exhibitor for the purpose of the exhibitor's business and not for non-business or private purposes. Such statement shall be deemed to be valid unless and until revoked in writing. In case the exhibitor does not use the service for its own business purposes, the exhibitor shall be liable to GHM for any loss or damage that may be incurred as a result including, but not limited to, for any value-added tax that may be charged subsequently. The exhibitor shall provide GHM or the agents charged by GHM with the performance of specific obligations (Erfüllungsgehilfen) with its VAT registration number as confirmation and evidence of use for business purposes. Should the exhibitor fail to communicate the VAT ID number, GHM will assume that the service is liable to value-added tax and incurs value-added tax in Germany and will include VAT in the invoice accordingly. The same rule shall apply with respect to VAT ID numbers with respect to which the Federal Central Tax Office (BZSt) fails to issue a valid confirmation notice relevant for the exhibitor's corporate address and also if the VAT ID indicated is declared to be invalid.

For VAT reasons, GHM may not issue or reissue invoices for services that GHM has provided or will provide to the exhibitor as its contracting party to an invoice addressee other than the exhibitor. Should the exhibitor request changes to an invoice already issued, e.g. in the event of a change of company name, legal form or address, the exhibitor agrees to pay GHM a fee of € 100.00 plus VAT for GHM changing the invoice. No such fee will have to be paid if GHM is responsible for incorrect details on the invoice.

#### **V5 Obligations of the exhibitor, end of trade fair, publication period**

The exhibitor shall be responsible in its own right for ensuring that the exhibitor satisfies the technical requirements which need to be met in order to be able to use the services provided by GHM, and the agents charged by GHM with the performance of specific obligations (Erfüllungsgehilfen) respectively, and to participate in the event. This rule shall apply, in particular, to timely and smooth performance of an on-line presentation (to the extent it was booked), participation in chat messaging and receiving e-mails from GHM or agents charged by GHM with the performance of specific obligations (Erfüllungsgehilfen).

The exhibitor shall have the obligation to cooperate and to help implement the service package booked; in particular, the exhibitor shall have the duty to submit to LUMITOS by the requested dates any and all advertising, information and data material that may be relevant for the order, as well as the exhibition stand products, as a complete set, in an impeccable condition and in a form that allows for immediate exploitation. Unless other deadlines are communicated for submission, submission is required by 17 September 2021 at the latest.

If the necessary documents are not submitted in good time and/or incompletely and/or in a non-exploitable form as required in the previous paragraph, GHM reserves the right to discontinue the virtual presence of the exhibitor from this point in time, if necessary without further notice, and to refrain from letting it go on-line at iba.CONNECTING EXPERTS or to disable the exhibitor's content. Reference is made to **V8 Extraordinary termination and revocation for an important reason, discontinuation of the exhibition stand**. GHM's claims to payment of remuneration shall be calculated on the basis of section **V6 Lump sum compensation**. The exhibitor shall also be liable for any additional loss or damage that may be incurred by GHM.

During the event the exhibitor must provide a timely response to customer enquiries (e.g. by e-mail/chat message) in connection with iba.CONNECTING EXPERTS.

As the trade fair ends officially, the exhibition stands and chat messaging will be taken offline. The exception is the online lectures, which will be made available for at least 8 weeks after the end of the event to visitors who had registered for this lecture. The exhibitor's access to the Reporting Centre will be disabled four (4) weeks after the trade fair has ended.

#### **V6 Exhibitor bound by contract, extraordinary termination by the exhibitor, lump-sum compensation**

Effective from formation of contract, the contract may no longer be terminated unilaterally by the exhibitor. Sections 323 et seqq. of the German Civil Code (BGB) as well as the right to give extraordinary notice of termination shall not be deemed to be affected.

Should the exhibitor give extraordinary notice of termination of the contract, GHM shall based on the following section have the right to invoice the exhibitor the fee to which it is entitled based on the level of completion of project in the form of lump-sum compensation. If extraordinary notice of termination is given within two months to one month before the commencement date of the event, 25% of the originally agreed price shall be payable,

thereafter 50% of the originally agreed price shall be payable; any amount payable shall be offset against any refund to which the exhibitor may be entitled, if any. Both the exhibitor and GHM have the right to furnish evidence to the effect that the actual fee payable based on the level of completion of the project is lower or higher and to demand that the fee be adjusted accordingly. Regarding the composition of the trade fair participation fee, reference is made to section **V3, paragraph 1**. Should extraordinary notice of termination of the contract be given more than two (2) months prior to the commencement date of the event, services will be invoiced based on the level of completion of the project.

## **V7 Exhibition media, virtual presence**

### **(1) Business directory**

GHM will list all exhibitors in alphabetic order in an online business directory. The entry in the business directory will be created based on the data and information submitted by the exhibitor for the purpose of creation of the virtual presence.

### **(2) Virtual presentation at iba.CONNECTING EXPERTS**

As part of the digital event iba.CONNECTING EXPERTS, exhibitors will be given an opportunity present themselves virtually with various service packages with different options.

#### **Virtual exhibition stand**

There will be online forms asking the exhibitor to provide a German and/or English version of the materials, data and information required for designing the virtual exhibition stand. GHM, or LUMITOS, the agent charged by GHM with the performance of specific obligations (Erfüllungsgehilfe) respectively, will prepare the artwork for the virtual exhibition stand and enter all the contents for the products, brochures and videos to be presented at the exhibition stand into the virtual trade fair system based on this material, data and information. The exhibitor will be provided with a preview of the exhibitor's virtual exhibition stand for review and approval.

#### **On-line presentations**

There will be an on-line form asking the exhibitor to provide a German and/or English version of the materials, data and information to the extent that the exhibitor has opted for an on-line presentation. GHM will use this information as a basis for preparing the presentation agenda. The exhibitor must create the pre-recorded presentation at the exhibitor's own cost and submit it in mp4 file format subject to the specified technical specifications within the agreed deadlines.

GHM reserves the right to withdraw from the exhibitor the right to hold the presentation or to assign to the exhibitor a different time slot for presentation if the required data, information and presentations are not submitted in due time.

#### **Live communication via chat messaging**

Should the exhibitor opt for live text and/or audio & video chat messaging, there will be an on-line form asking the exhibitor to provide, in the German and/or English language, the data and information needed to this end. The chat messaging software will be installed for the exhibitor based on this data and information. The exhibitor will be provided with log-in data for chat messaging and training videos on how to use the chat messaging function.

## **Daily newsletter**

To the extent that an exhibitor also opts for an advertising entry in the iba.CONNECTING EXPERTS daily newsletter for the products presented at the exhibitor's virtual exhibition stand, the entry will be made based on the information on the product provided by the exhibitor for the virtual exhibition stand like title, subtitle and product image. It is not possible to have contents other than the product presentation at the exhibition stand.

## **Advertising options**

If the exhibitor books advertising options (e.g. top of the list placements, banners on the platform, logo sponsorships), the data and information required for this purpose shall be requested from the exhibitor in German and/or English. On the basis of this information, GHM or LUMITOS, the agent charged by GHM with the performance of specific obligations (Erfüllungsgehilfe), will place the advertising options in the positions booked in accordance with the order.

## **(3) Content provided by the exhibitor, changes**

To the extent the exhibitor has opted for this service, content will be designed by GHM's agent LUMITOS as specified in the purchase order and based on the materials, data and information submitted by the exhibitor. GHM does not have the obligation to implement any changes after the exhibitor has already given its approval in writing. Should any such changes be implemented in exceptional cases, the exhibitor will be charged a separate fee for implementation of such changes.

The exhibitor will have to provide digital text data (e.g. product descriptions, presentation content) and images/photographs (e.g. logos, product photographs, photographs of individuals) as a basis for the virtual presentation at iba.CONNECTING EXPERTS.

By providing the data, the exhibitor agrees that any personal data (e.g. first and last name, personal photos, position) may be published for the purpose of fulfilling the booked measures. The consent to the publication of personal data of third parties must be checked by the exhibitor. GHM assumes that the data has been released when it is made available; the exhibitor bears full responsibility in this regard. Please refer to section **V7, paragraph 6**.

GHM and LUMITOS, the agent charged by GHM with the performance of specific obligations (Erfüllungsgehilfe) respectively, shall have the right to adapt artwork content with a view to format, size and technical properties as they see fit to the extent such adaptation is necessary for the purpose of representation of the advertising material and the exhibitor may reasonably be expected to tolerate such adaptation.

Representation of artwork content shall also be deemed to be in conformity with the contract if there are slight deviations in terms of colour and typesetting compared to the output media provided to GHM by the exhibitor.

GHM and LUMITOS, the agent charged by GHM with the performance of specific obligations (Erfüllungsgehilfe) respectively, shall also have the right to adapt textual content to technical and content requirements as they see fit to the extent such adaptation is deemed necessary for the purpose of representation of the advertising material and the exhibitor may reasonably be expected to tolerate such adaptation.

## **(4) Prohibited content**

GHM shall have the right to refrain from publishing content that is in breach of the law including, but not limited to, criminal law and competition law, that is in breach of trademark, copyright or personality rights, rules of conduct of the Advertising Standards Authority (Werberat) or good morals (contra bonos mores) or that is of an ideological or political kind.

In the cases referred to in paragraph 1 of this clause, GHM will not accept the order. However, GHM does not have the obligation to review the content. GHM has the right to revoke the contract or give notice of termination of the contract without having to observe a notice period if GHM only becomes aware of the fact that content is inadmissible in terms of paragraph 1 after the order has already been accepted. Reference is made to **V8 Extraordinary termination and revocation**.

If GHM deems it necessary to change the content of a publication for one of the reasons specified in paragraph 1 of this clause, GHM will submit to the exhibitor an offer of publication of content in changed form. Changed content will only be published subject to the exhibitor's consent.

Any costs that may be incurred for changes that need to be made pursuant to paragraph 4 of this clause will be charged as additional costs. Any delays in the provision of services by GHM resulting therefrom shall be the responsibility of the exhibitor.

## **(5) Granting of rights**

For the purpose of performance of the contract and for the limited period of provision of the contractual services ending at the time mentioned in paragraph 1, the exhibitor shall grant GHM and LUMITOS a non-exclusive, non-transferrable, non-sub-licenseable, worldwide right to integrate and publish the content transmitted by the exhibitor in iba.CONNECTING EXPERTS. GHM has the right to engage service providers and to grant them rights of use within the scope of sentence 1.

The scope of rights granted includes, but is not limited to, the right of making the works available to the public, i.e. the right to communicate and make content available for simultaneous or successive use - including on demand - both to members of the public and closed user groups - which may access it via communication networks from a place and at a time individually chosen by them, and the right to make the electronic reproductions and technical adaptations required to this end. This includes all, digital as well as analogue, methods of communication, transmission, broadcasting, retrieval and provision of content on demand including, but not limited to, broadcasting via the Internet and mobile radio networks for display and storage on mobile or stationary terminal devices such as PCs, smartphones, tablets and televisions.

The scope of rights granted above shall relate to any copyright as well as ancillary copyrights, right of publicity (or right to keep one's image and likeness from being commercially exploited without permission or contractual compensation) as well as right to a name, right of a person to use a name, exclusive right of the proprietor of a commercial designation, right of protection of company signs and titles of works as commercial designations, trademark right and other right to signs that may exist.

The submitted and published content will be recorded for the duration of the event as part of the trade fair concept and made available to visitors for inspection. The exception is the online lectures, which will be made available for at least 8 weeks after the end of the event to visitors who had registered for this lecture.

## **(6) Liability of exhibitor for content**

The exhibitor shall be responsible for content provided by the exhibitor. The exhibitor confirms that the exhibitor has the right to dispose of the rights of use granted in section V7 paragraph (5) and that the exhibitor has obtained the required consent, if any.

In particular, the exhibitor shall be liable for persons depicted on all formats, e.g. photographs or virtually depicted (e.g. points of contact at the exhibitor) or virtual speakers having given their consent to publication of their personal data (e.g. their image, first and last name and position) or their presentation.

Should third parties assert any claims relating to content against the exhibitor, the exhibitor agrees to notify GHM thereof without reproachable delay. If the content concerned is published on-line, the exhibitor shall remove the content or have it removed without reproachable delay.

The exhibitor shall hold GHM and its agent LUMITOS charged with the performance specific obligations (Erfüllungsgehilfe) harmless from any and all third-party claims that may arise from use of the content by GHM in conformity with the contract and shall indemnify GHM against any and all costs that may be incurred by GHM as a result of the infringement of third-party rights, including the costs of defending itself and asserting rights. The exhibitor shall have the obligation to use its best efforts to support GHM in defending itself against third parties.

## **(7) Royalties payable to third parties**

Royalties, e.g. for the use of third-party trademarks or fees incurred for communication of copyrighted content to the public (e.g. fees payable to GEMA, the German collection society for musical performing and mechanical reproduction rights, for music, to VG-Wort, the German Collective Management Organisation administering the copyrighted rights of German authors and German publishers on a fiduciary basis, for text) are not deemed to be included in the trade fair participation fee and/or price of other individual services that an exhibitor may also have opted for. Exclusively the exhibitor shall be responsible for duly obtaining any licences that may be required and have to be obtained and for duly paying any fees that may be payable, if any.

## **V8 Extraordinary termination and revocation for an important reason, discontinuation of the exhibition stand**

GHM shall have the right to revoke the contract or to give extraordinary notice of termination thereof and/or to disable the exhibitor's access if an important reason to do so exists. Such an important reason is deemed to exist, in particular, if:

1. a request to commence bankruptcy/insolvency proceedings has been filed with a view to the exhibitor, such a request has been dismissed for lack of assets in the estate or bankruptcy/insolvency proceedings have been commenced regarding the exhibitor's assets. GHM must be notified thereof without reproachable delay;
2. the exhibitor has failed to settle GHM's receivables payable for previous trade fairs or this trade fair,
3. the exhibitor sublets or passes on to other companies the service(s) ordered by the exhibitor or log-in details,
4. the exhibitor commits a non-trivial breach of other contractual obligations including, but not limited to, the obligations incumbent on the exhibitor under the Terms of Digital Participation.

In such cases, the exhibitor shall be liable for any loss or damage that GHM may incur as a result. GHM shall have the right to send an invoice based on the level of completion of the project by charging a lump-sum compensation. Reference is made to **V6 Lump-sum compensation**.

GHM shall only be required to issue a prior warning to the exhibitor if this appears to be necessary or expedient with a view to the severity of the breach as well as the duration and purpose of the trade fair. Furthermore, GHM shall have the right to temporarily or permanently ban the exhibitor from participation in future trade fairs. Exhibitors may not assert any claims for damages or other claims.

## **V9 Recordings**

It shall only be permitted for the exhibitor to make video and audio recordings within the exhibitor's own stand and subject to observance of data protection regulations including, but not limited to, GDPR. The exhibitor must submit to GHM an application for approval to the extent that the exhibitor wishes to make recordings beyond that scope.

GHM shall have the right to make video and audio recordings throughout the virtual exhibition venue and to use such recordings both for own and general publications. To the extent this is necessary for this purpose, the exhibitor shall grant GHM the right to use of any and all industrial or other property rights it may exercise under its own or third-party rights and confirm that the exhibitor has the right to grant such rights. Where necessary, the exhibitor shall ensure that such rights are granted in good time and at the exhibitor's own expense or, if no such rights are available, shall notify GHM accordingly. Accordingly, the exhibitor shall hold GHM harmless and indemnify GHM against the costs of defence of third-party claims and claims for damages.

## **V10 General liability and obligation to give notice of defects and non-conformities**

The exhibitor is aware of the fact that even if the best available techniques are applied, it is not possible to create a software programme that is completely free of bugs and errors. The reliability of the communication structure is also partly beyond the control of GHM and agents charged by GHM with the performance of specific obligations (Erfüllungsgehilfen). Therefore, GHM and LUMITOS respectively shall not be held responsible for any defect or non-conformity in the presentation of content ordered if

- unsuitable software and/or hardware is used for displaying content (e.g. browser);
- other operators' communications networks fail or are disrupted;
- a computer failure occurs at Internet providers or on-line services;
- the contents on what is referred to as proxy servers (caches) or name servers of commercial as well as non-commercial providers and on-line services are incomplete; or
- the ad server fails and the failure/disruption does not last more than 24 hours (consecutively or added-up) within 30 days of commencement of the contractually agreed placement.

GHM shall only be liable to exhibitors for loss or damage caused by intentional or grossly negligent breach of contract by GHM or a statutory representative or agent charged by GHM with the performance of specific obligations (Erfüllungsgehilfen). GHM shall only be liable for slight negligence to the extent an obligation that goes to the root of the contract (essential duty inherent in the nature of the contract and necessary for achieving the purpose of the contract)



was breached, with such liability being limited to the loss or damage that is inherent in the nature of the contract and foreseeable.

This is why claims for wrongful death or personal injury caused intentionally or carelessly or under the German Product Liability Act shall not be affected by this exclusion of liability.

The aforementioned limitation of liability shall apply with respect to exhibitors who are operating a trade subject to the proviso that under no circumstances shall liability be assumed for loss or damage of data and goods contributed by exhibitors; in this context it shall be deemed irrelevant whether the loss or damage occurs before, during or after the event. The exclusion of liability shall also extend to indirect loss or damage or lost profits.

The exclusion and limitation of liability on the part of GHM stated above shall also apply with respect to claims asserted against managing directors, other employees, representatives, (vicarious) agents and agents charged by GHM with the performance of specific obligations (Erfüllungsgehilfen).

The limitation of liability specified above shall also apply in the event of cancellation or rescheduling of an event pursuant to section **V11 Reservations**.

GHM shall not be liable for the loss of data to the extent that the loss is due to the exhibitor's failure to back-up data on an external data medium at least once a day using the best available techniques, thereby making sure that any data lost may be restored again at reasonable expense and with reasonable effort.

Exhibitors, in turn, shall be liable for any loss or damage that may be caused, intentionally or carelessly, by them, their employees, their (vicarious) agents or the data, products, materials or contents submitted by them to GHM.

The exhibitor shall have the duty to inspect, without reproachable delay, any performance provided by GHM and check and review it as to the existence of obvious defects, and the exhibitor must, without reproachable delay, notify GHM of any such defects and non-conformities in textual form.

## **V11 Reservations**

(1) In the event of force majeure or existence of any other unforeseeable obstacles that may not be overcome by GHM and agents charged by GHM with the performance of specific obligations (Erfüllungsgehilfen) undertaking reasonable efforts and which are not merely a temporary failure/disturbance and which make it impossible to stage the event as planned or to publish content on-line, GHM shall have the right to cancel the event or refrain from staging it.

Until proven otherwise, the following events shall be deemed to be unforeseeable and GHM shall not be held responsible for them:

Terrorist acts, epidemics, natural disasters or extreme natural events, explosion, fire, destruction, prolonged power outages, strikes in third-party operations, compliance with laws and government orders, ban imposed by government entities, agencies and/or authorities.

Cancellation may also be justified, in particular, in case of technology-related circumstances, bans imposed by government entities, agencies and/or authorities, unacceptable requirements imposed by government entities, agencies and/or authorities, incompatibility of performance of the event with GHM's legal duty to maintain safety or if it is to be expected that the purpose of the event would be significantly impaired, for example if several major market leaders are expected to be absent.

GHM must notify the exhibitor thereof without reproachable delay.

Reference is made to section **V10 Liability**.

If GHM cancels the event for any of the reasons stated above, GHM shall subject to the following conditions have the right to charge a lump-sum contribution towards costs. In the event of cancellation within two months to one month before the commencement date of the event, 25% of the trade fair participation fee shall be payable, in the event of cancellation at any time thereafter, 50% of the trade fair participation fee shall be payable; the amount payable shall be offset against any refund to which the exhibitor may be entitled, if any. Both the exhibitor and GHM have the right to provide evidence to the effect that the actual costs are lower or higher and to demand that the sum be adjusted accordingly. Regarding the composition of the trade fair participation fee, reference is made to section **V3, paragraph 1**.

The lump-sum amount may also be charged if GHM is, by operation of law, excused and discharged from performance by impossibility of performance without fault.

(2) In case of existence of the reasons specified in section 1 of this clause, GHM shall have the right to reschedule the event and to defer on-line publication of content respectively. GHM must promptly inform the exhibitor thereof.

Reference is made to section **V10 Liability**.

(3) If, for the reasons stated above, the event is cancelled or it is decided to hold it for a shorter duration only after it has already started, or if virtual areas of the trade fair or parts thereof are temporarily or permanently disabled, the exhibitor shall not be entitled to a refund/reduction of the agreed price.

Reference is made to section **V10 Liability**.

## **V12 Legal regulations and data protection at the exhibitor's place of business**

The exhibitor undertakes to find out about, be aware of and familiar with and comply with any and all legal and statutory requirements as well as official and government regulations that may be relevant and apply, if any, including, but not limited to, those relating to data protection; in case of non-compliance with this duty, the exhibitor shall be held liable for damages. This rule shall also apply, for example, in case of use of Google Analytics or other analysis tools. In particular, the exhibitor undertakes to only process the personal data transmitted by visitors in line with applicable data protection laws as well as pursuant to the terms of the consent to processing, if any, given by the respective visitor to the exhibitor's virtual stand or attendee of the exhibitor's on-line presentation including, but not limited to, compliance with permitted or excluded forms of contacting the visitor/attendee.

## **V13 Limitation period**

Any claims and rights of the exhibitor in connection with non-compliance and defects/non-conformities shall become statute-barred after one year, subject to the following conditions:

The limitation period may generally not be invoked insofar as a party acted with intent or a defect or non-conformity has been fraudulently concealed or if GHM has undertaken a guarantee of the quality of the performance.

Furthermore, the limitation period shall not apply with respect to claims for damages in case of a breach of duty committed with gross negligence, in the case of commission of an

intentionally or carelessly committed breach of contractual obligations that go to the root of the contract - that do not consist in the provision of a defective work performance - in the cases of wrongful death or injury caused intentionally or carelessly or in the case of claims under the Product Liability Act.

The term "claims for damages" shall also be deemed include the right to demand reimbursement of futile expenses.

The limitation period shall commence as specified by the provisions of the law.

#### **V14 Courts having territorial jurisdiction over disputes and place where the obligor has to perform, governing law**

To the extent the party with whom GHM enters into a contract is a person operating a trade, legal entity under public law or special fund under public law set aside or pledged to satisfy a government entity's obligations (öffentlich-rechtliches Sondervermögen), any and all disputes arising from or in connection with this contract must be resolved by the competent courts in Munich and Munich shall be deemed the place where the obligor has to perform. Unless an exhibitor operating a trade has a general venue in the Federal Republic of Germany which has jurisdiction over any or all actions that may be brought, any or all disputes must be resolved by the competent courts in Munich which shall be deemed to have exclusive jurisdiction for any disputes that may arise from or in connection with this contract and Munich shall be deemed the place where the obligor has to perform.

This contract shall exclusively be subject to the laws of the Federal Republic of Germany, however excluding referral to foreign law including conflict of laws rules contained in the Private International Law and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

#### **V15 GHM data privacy statement**

As the data controller in terms of data protection laws, GHM confirms that personal data will be collected, stored, changed or modified, transmitted, blocked, deleted/erased and used in accordance with applicable data protection laws and regulations and other applicable provisions of the law. For GHM's data privacy statement cf. [www.ghm.de/Datenschutz/](http://www.ghm.de/Datenschutz/)

#### **V16 Final provisions**

The exhibitor may not derive any rights from previous events or contracts with the organiser.

The German version of the exhibitor terms and conditions shall be deemed to be the binding version of the contract.

These General Terms and Conditions shall be deemed to apply even if the exhibitor uses the exhibitor's own general terms and conditions. Any terms and conditions of the exhibitor that conflict with these General Terms and Conditions shall only be deemed to apply if GHM has expressly accepted them.

Organiser:

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