

## General Terms and Conditions

### Section 1: Scope

- (1) These general terms and conditions (GTC) shall apply to all contracts concluded in relation to the event RFID & Wireless IoT tomorrow between

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(herein after “organizer”)

and the companies exhibiting at this event (“customers” respectively “exhibitors”).

- (2) These GTC shall apply only if the exhibitor is an entrepreneur (§ 14 BGB – German Civil Code), a legal entity under public law, or a special fund under public law.
- (3) These GTC shall apply, unless otherwise agreed, in the version that was effective at the point of time where the exhibitor’s order was confirmed respectively in the most current version that was communicated to him as a framework agreement also for similar future contracts without the parties having to refer to them in each individual case.
- (4) The organizer’s GTC shall apply exclusively. Conflicting or deviating general terms and conditions of the exhibitor only then and insofar become an integral part of the contract if the organizer explicitly agrees to their application. This consent requirement applies in any case, also if, for example, the organizer renders services without reservations while the organizer is aware of the exhibitor’s GTC.
- (5) Individual agreements with the exhibitor made for an individual case (including collateral agreements, supplements, and amendments) shall take priority over these GTC. The content of such agreements, save for proof to the contrary, must be set forth in a written contract or in the organizer’s written confirmation.
- (6) Legally-relevant declarations and notifications made by the customer with regard to the contract (e.g. setting deadlines, notice of defects, withdrawal or reduction declaration) shall be made in writing and thus in written or text form (e.g. letter, email, telefax). Statutory provisions on form and further proofs in particular when the legitimacy of the declaring person is doubted remain unaffected.
- (7) References to the validity of statutory regulations shall only have clarifying significance. Even without such clarification, the legal provisions shall apply unless directly amended or expressly excluded in these GTC.

## **Section 2: Conclusion of the contract**

- (1) The organizer's offers are subject to change and are non-binding. The same applies if the organizer gives the customer catalogs, technical documentation (e.g. drawings, plans, calculations, referrals to DIN standards), other product descriptions and records – also in an electronic form – in which the organizer reserves ownership, copyright, and usage rights.
- (2) The sending of a cost overview by the organizer is not a legally-binding offer for a contract agreement. The exhibitor's declaration to agree with the terms of the cost overview is regarded as a contract offer that can be accepted by the organizer by sending an order confirmation. Unless stated otherwise in the offer by the exhibitor, the organizer shall be entitled to accept the contract offer within 10 days after its receipt
- (3) The exhibitor participation contract between the exhibitor and the organizer is entered with the organizer's order confirmation. If the content of the order confirmation deviates from the exhibitor's order, then the exhibitor shall be deemed to have accepted the contents of the order confirmation, unless the exhibitor expresses to the contrary in written or text form (letter, email, telefax) within two weeks. Deviant booth or location allocation as well as non-consideration of special requests and special characteristics, however, shall not constitute a right to express to the contrary.

## **Section 3: Approval**

- (1) The organizer decides on the approval of exhibitors and their allocation. The offer to participate in the exhibition constitutes no legal claim to participation. The organizer has the right to limit the event to certain exhibitors, products, or visitor groups. The exclusion of competing exhibitors may not be requested under any circumstance.
- (2) The exhibition offer in principle follows the description and the title of the event. Offers that contradict the character or the standard of the event can be – even during the event – excluded. In this case, the organizer's claims against the exhibitor remain unaffected in these cases.
- (3) The organizer can deny the approval without stating reasons or make it dependent on the advance payment of the agreed payment amount.
- (4) The catering of the event is exclusively organized by the organizer. Offering gastronomic products against payment is not permitted. Exceptions hereto are subject to the organizer's written consent and must be provided in accordance with the applicable statutory provisions.

#### **Section 4: Obligation to operate**

There is the obligation to operate, in other words, the booths booked by the exhibitor shall be operated duly with exhibition material and qualified personnel during the defined opening hours of the event. Removal of exhibits or dismantling of stands before the end of the event is not permitted. In the event of infringement of this operation obligation, the organizer is entitled to demand a contractual penalty of 10% of the agreed payment, but at least € 1,000.00, for each hour on which the operation obligation was not fulfilled. The claim to contractual penalty shall be asserted when the obligation to operate was not fulfilled uninterruptedly for more than one hour.

#### **Section 5: Other companies involved/co-exhibitors**

- (1) Using the booth area by multiple companies is only permissible if all companies presenting, apart from the exhibitor with whom the exhibition contract was concluded (main exhibitor), were reported to the organizer as co-exhibitors and are approved by the organizer.
- (2) Companies that, as a co-exhibitor, are present with their own personal and exhibition material on the booth area that was rented by the main exhibitor shall be notified to the organizer. The approval of the co-exhibitors depends on the criteria of these GTC. Any other – even partial – rent or cession of the right to use of the booth area to third parties is prohibited.
- (3) The participation of co-exhibitors shall be, as a matter of principle, subject to a fee. The costs associated with the participation of the co-exhibitor are charged to the main exhibitor. For the co-exhibitor, the present GTC apply, insofar as they can be applied. The main exhibitor shall make available to the co-exhibitors these GTC and additional stipulations. The main exhibitor shall make the co-exhibitor accept the obligations to the organizer. The organizer reserves the right to contact the exhibitors directly or via commissioned third parties.
- (4) If the main exhibitor fails to notify the organizer about co-exhibitors or gives incomplete or incorrect information, the organizer is entitled to charge the co-exhibitor a fee amounting to 20% of the booth rent according to the organizer's own calculations as if there was a duly notification.
- (5) If a company rents a booth area as the main exhibitor but contrary to Section 4 does not operate it itself or contrary to Section 5 paragraph 1 does not operate together with (an)other exhibitor(s) but instead permits a third party to use the booth area, the organizer is entitled at any time to exclude the third party from using the booth area, to withhold the provision of services and/or to terminate the contract without notice. This applies irrespective of whether the main exhibitor has notified the organizer about the third party being a co-exhibitor or not.

## **Section 6: Rental objects, rental furniture**

- (1) Rental objects, rental furniture (system booths and furniture) must not be nailed, painted, damaged, or altered in any way.
- (2) Rental furniture shall be emptied and returned on the evening of the last day of the event. The organizer shall not accept any liability for damages of rental furniture and for any personal or company-related items left behind. The lessee is liable for all damage and/or loss between delivery and return of the items rented by him/her even if he/she has already left the booth. Missing or damaged rental items will be charged at the cost of replacement.
- (3) Ordered rental booths and rental furniture shall be checked by the lessee for proper assembly and completeness. The ordering party is liable for any loss or damage after the handover.
- (4) Rented furniture is to be returned or prepared for collection( emptying the booth/cabin) by the booth personnel after the end of the event on the last day of the event; this applies to rented booths accordingly. The exhibitor shall be liable for any loss or damage occurring until the furniture is returned or collected. The ordering party is liable for any loss or damage after the handover.

## **Section 7: Insurance, guarding, liability, warranty**

- (1) The general guarding of the area and the halls is upon the organizer or the operator of the exhibition hall. The exhibitor is responsible for watching and guarding the booth, also during assembly and disassembly times. The organizer accepts no obligation for exhibition materials nor exhibits nor booth equipment. The organizer also accepts no liability for theft or damages, losses, etc. happening during the event, assembly and disassembly time, or delivery and pickup times.
- (2) Every exhibitor is recommended to arrange a legal liability insurance at their own expense, and, if necessary, arrange stand security and an insurance of the exhibition materials. The stand security can in any cases only happen upon consent of the organizer and in conformity with the guidelines and the conditions of the organizer and the operator of the event location.
- (3) The exhibitor shall have the right to a warranty claim, only if the claim arises from limited fitness or unfitness of the contractual service, and only if in spite of having granted the organizer reasonable grace periods to remedy the problem, the organizer could neither resolve the problem nor provide a replacement/substitute.

## **Section 8: Additional provisions**

Part of this contract are the house rules of the event location and, if so, special provisions that apply there as well as technical guidelines and regulations the exhibitor receives before the beginning of the event.

## **Section 9: Prices and payment conditions**

- (1) If nothing else has been agreed upon, the prices current at the time of the contract conclusion plus the statutory value-added tax shall apply.
- (2) Prices for services, that are not listed can be requested and are no part of the contract but require an additional written agreement. For all these orders, these GTC apply.
- (3) The renting prices included are understood to apply to the duration of the event.
- (4) With the sending of the order confirmation, the exhibitor will be charged with the agreed fee. The invoiced amount shall be paid within 10 days from the date of invoice. All invoice amounts are payable in Euros, without deduction and at no cost to the receiver, to one of the accounts named in the invoice. The organizer is entitled to provide services in whole or in part only against advance payment. The organizer declares a corresponding reservation at the latest with the confirmation of order.
- (5) The exhibitor shall be in default upon expiry of the aforementioned payment period. During the period of default, interest shall be charged on the amount outstanding for payment at the statutory default interest rate applicable at the time. The organizer reserves the right to claim additional default damage. The organizer's entitlement to commercial maturity interest (§ 353 Handelsgesetzbuch / HGB German Commercial Code) remains unaffected vis-à-vis merchants. The organizer is eligible in the event of default to bar the exhibitor and possible co-exhibitors from the booth area until all due payments have been made as well as to withhold the provision of services. The organizer's statutory right to withdrawal from the contract remains unaffected.
- (6) The payment of the invoiced amount to the stipulated payment dates shall be prerequisite to use the allocated exhibition space and to receive the exhibitor badges.
- (7) The exhibitor shall only be entitled to a set-off and retention right if the customer's counterclaims are finally adjudicated, undisputed, or recognized by the organizer.
- (8) If, after entering in a contract, the organizer notices that her entitlement to the agreed payment is at risk due to the exhibitor's lack of performance (e.g. opening of insolvency proceedings), from statutory regulations the organizer shall be entitled to refuse service and – if applicable, after setting a deadline – to cancel the contract (§ 321 BGB). This shall not affect the legal provisions concerning the dispensability of fixing a time limit.

## **Section 10: Reservations**

### **Cancellation, interruption, postponement, closure of the event**

- (1) The organizer shall be eligible to in justified exceptional situations change the time

and/or venue, curtail, abort, interrupt, partly close, or cancel the event. A justified exceptional situation that warrants such a measure exists if sufficient factual indications exist that the planned holding or continuation of the event can lead to a concrete danger for health and life or for possessions of considerable value.

- (2) The organizer is also entitled to the right as stipulated in paragraph 1 when due to force majeure (e.g. official order or urgent official recommendation, labor conflicts, terror or other danger to health and life, natural events, pandemics, epidemics), the orderly running of the event is affected or at risk to an extent that the purpose intended by the holding of the event could not be reached or only with significant restriction for the exhibitors, visitors, or the organizer.
- (3) The organizer makes the decisions according to paragraph 1 and paragraph 2 as organizer at his own dutiful discretion. In making the decision, the interests of all affected participants (in particular exhibitors, visitors, conference topics, speakers, sponsors, etc.) must be taken into account both with regard to the purpose of the event and with regard to the necessary safety considerations.

#### **Legal consequences of cancellation, interruption, postponement, event closure**

- (4) In the case of a cancellation before the beginning of the event, the exhibitor shall pay a cost contribution to cover the upfront costs incurred by the organizer for the event amounting to 50% of the previously agreed price. Starting from the point of cancellation, the organizer shall be released from the organizer's contractual performance requirements.
- (5) In the case of a change to the time and/or venue change or shortening of the event's duration before the beginning of the event, the contract shall be deemed concluded for the new event location or time if not the exhibitor objects to the organizer in written form immediately or no later than within two weeks after receiving the notification. If the exhibitor objects, he shall pay a 50% share of the agreed payment.
- (6) In the event of premature termination (cancellation, shortening), temporary interruption or partial closure after the start of the event or in the case of a delayed start, the obligation of the exhibitor to participate in the not-cancelled part of the event and the obligation to make the full agreed payment remains. The exhibitor shall be reimbursed proportionally for costs not incurred as a result of the cancellation or partial closure (saved expenses).

#### **Cancellation due to economic reasons**

- (7) The organizer shall be entitled, to refrain from holding the event with exercised discretion and taking into account the legitimate interest of the exhibitors if the economic viability is impossible to be met or if the number of registrations makes it apparent that industry overview intended with the event is not ensured. With the

cancellation, the mutual performance obligation of both contract parties shall not apply. The organizer shall be obligated to reimburse the exhibitor payments that already have been made insofar the paid service had not been rendered at the time of the cancellation. There shall be no claims of the exhibitor for reimbursement of expenses in connection with the event already done or claims for compensations due to the cancellation of the event.

### **Section 11: Assembly**

- (1) The assembly of the booths is only possible in the stated time slots. The exhibitor is obligated to finish his booth in this time slot.
- (2) In the event of non-compliance with the given assembly times and after one reminder with fixing of a period to finish the assembly of the booth by the organizer, he can allocate the booth area to a third party if the assembly is not finished within the given deadline. This does not relieve the exhibitor from his obligation to pay the full booth rent and incidental costs. Claims for damages shall be excluded.
- (3) The exhibitor must leave the event location when the assembly time slot communicated by the organizer is over. In case of violation, the thus arising cost and damages shall be covered respectively reimbursed by the exhibitor.
- (4) If an exhibitor does not arrive at the event, all claims to fulfillment of the contract remain. The organizer reserves the right charge him for the arising additional effort (relocation, decoration, or similar).

### **Section 12: Disassembly**

- (1) The disassembly of the booth must happen after the end of the event and only within the given time slot for disassembly.
- (2) The organizer is entitled to dispose of exhibits that were left behind at the expense of the exhibitor. Booths or objects that were not removed before the end of the disassembly time can be removed, destroyed, or stored by the organizer with his due discretion without taking any liability for loss or damage.
- (3) Damages done to the floor or the walls shall be remedied properly, otherwise, this work is either done by the organizer or by order of the organizer to the expense of the exhibitor. The same applies to damages done to the event building respectively its facilities. Further damage claims remain unaffected.

### **Section 13: Entry tickets**

- (1) Exhibitors shall receive the agreed number of tickets as a part of the contracted services. These tickets grant the right to visit the conference as well as the exhibition.
- (2) The exhibitor has the opportunity to purchase voucher codes. With these voucher

codes, third parties can purchase tickets from the ticket shop operated by the organizer. When the voucher code is redeemed, the exhibitor shall pay the cost of the ticket.

- (3) Via the ticket shop, there is the opportunity to purchase group or name tickets. With these tickets, an access batch is generated at the event location that grants access to the event. On top of that, event tickets can be bought on-site at the POS.
- (4) The returning of tickets shall not be possible. Name tickets can in principle be passed on to all employees of the ticket purchasing company.

#### **Section 14: Liability**

- (1) Unless otherwise results from these GTC and the subsequent provisions, the organizer shall be liable on violation of the contractual and non-contractual duties according to the relevant legal regulations.
- (2) The organizer shall be liable for damages – no matter for what legal grounds – from fault-based liability in case of willful intent and gross negligence. In cases of minor negligence, the organizer is only liable, save for statutory liability limitations (e.g. diligence exercised for own matters; insignificant breach of duty), for
  - a) losses arising from the violation of life, body or health,
  - b) for damages from the breach of an essential contractual duty (obligation, the satisfaction of which only enables the proper execution of the contract at all and with which the contractual partner relies and may as a rule rely on its compliance); in this case, the organizer's liability is, however, limited to the reimbursement of the foreseeable, typically occurring damages.
- (3) The limitations of liability stated in paragraph 2 also apply to breaches of duty by or in favor of persons whose culpability the organizer shall take according to the statutory provisions. They do not apply insofar in those cases in which the organizer has maliciously concealed a defect or have furnished a guarantee for the condition of the goods or claims of the buyer according to the Produkthaftungsgesetz (German Product Liability Act).
- (4) In the event of a breach of duty that is not attributable to a defect, the customer is only entitled to withdraw or terminate if the organizer is responsible for the breach of duty. A free right of termination for the customer (in particular in accordance with Sections 650 and 648 BGB (German Civil Code)) shall be excluded. Otherwise, the legal preconditions and legal consequences are applicable.



## **Section 15: Applicable law and jurisdiction**

- (1) For these GTC and the contractual relationship between the organizer and the customer, the law of the Federal Republic of Germany excluding the international uniform law, particularly the UN Sales Convention shall apply.
- (2) In so far as the customer is a merchant in terms of the Handelsgesetzbuch (German Commercial Code), or in so far as the customer is a legal entity under public law, or a or special fund under public law is the exclusive – also international – place of jurisdiction for all disputes arising from this contractual relationship the organizer's registered office at Lüneburg, Germany. This also applies if the customer is an entrepreneur in the sense of § 14 BGB (German Civil Code). The organizer shall be, however, entitled in any case to bring an action at the place of fulfillment according to these GTC respectively a primarily individual agreement or at the customer's general place of jurisdiction. Statutory regulations of prime importance, in particular exclusive jurisdiction remain unaffected.