

Terms of Participation for Messe Essen GmbH

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I. Basis of the Contract:

1) General

By registering for the event, the exhibitor agrees to accept in all respects and with legally binding effect these Terms and Conditions of Participation relating to participation in acqua alta 2018. Unless otherwise agreed upon by the contracting parties in writing, these Terms and Conditions of Participation in their entirety shall form the legal basis of participation in the event and for the provision of exhibition space to exhibitors by Messe Essen GmbH.

The closing date for application is 30 June 2017.

2) Event, organiser, contacts

a) Name of the event:

acqua alta – Trade fair and congress for flood protection, the consequences of climate change and disaster management

b) Organiser and sponsor:

Messe Essen GmbH

represented by the Chief Executive Officer

Oliver P. Kuhrt

Norbertstrasse, Messehaus Ost, 45131 Essen

Postfach 10 01 65, 45001 Essen

Registry court: AG [Local Court] Essen, listed in Commercial Register B 2

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c) Organisation:

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3) Venue, duration and opening hours

a) Venue:

Essen, Exhibition Centre, Hall 3

b) Duration and opening hours:

Stand assembly times:

8 January 2018, 7 a.m. – 8 p.m.

9 January 2018, 7 a.m. – 4 p.m., remaining work within the stand area until 8 p.m.

Duration of exhibition:

10 – 11 January 2018, 9 a.m. – 5 p.m.

12 January 2018, 9 a.m. – 4 p.m.

Stand dismantling times:

12 January 2018, as of 4 p.m. within the stand area, entry to the trade fairgrounds as of 6 p.m.

Must be completed by 13 January 2018 at 8 p.m.

II. Participation Fees and Advance Payment Service Charge

For acqua alta 2018 the following net participation fees for the basic package been set per square metre of floor space: EUR175,00.

A mandatory media fee of EUR 100,00 shall be charged to every main (co-)exhibitor.

Co-exhibitors shall be charged a registration fee of EUR 150,00.

In the case of a two-storey structure, 50 % of the floor-space rental fee shall be charged for the space accessible. Approval of a two-storey structure shall be subject to agreement with the trade fair management and the Bauordnungsamt [Building Authority] of the City of Essen. Such structures will not be possible in every hall owing to different clearance heights.

The minimum stand size is 15 square metres. Every started square metre or part thereof shall be charged as one square meter. Protrusions, pillars, service connections and columns shall be deducted as one square meter. The participation fee does not include stand partition walls.

The exhibitor shall be charged for the cost of installing water, electric, compressed air and telecommunications connections for its individual stand, as well as the cost of consumption and all other services. The charges and application forms for these and other services can be found on the event-homepage at <http://www.acqua-alta.de>.

For these services, an **advance payment** based on the services billed for the last event shall be charged as a service charge. If the stand size has changed compared to the previous year, this **service charge** shall be adjusted accordingly in proportion to any increase or decrease in size. Exhibitors who did not participate in the last event shall pay EUR 15,00 per square metre in advance. The advance payment will be brought to account based on the services actually ordered no later than 5 weeks after the event.

Additional services requested at short notice or during the event may only be paid for in cash or by credit card.

The aforementioned services shall be subject to the General Service-specific Terms and Conditions of Business and Delivery, which shall become part of this agreement.

Additionally, an amount of € 0.60 per square meter shall be levied on behalf of the Ausstellungs- und Messe-Ausschuss der Deutschen Wirtschaft e.V. (AUMA) [Association of the German Exhibition and Trade Fair Industry].

The participation fees for non-profit organizations, especially registered associations, are available upon request.

The participation fee and all further charges shall be charged in Euros and be net prices. Value-added tax shall be added and paid at the respective statutory rate prevailing at the time of the event.

If payments that have fallen due are not paid by the exhibitor by the beginning of the event, Messe Essen GmbH shall, at its own discretion, be free to block the stand rented or impose milder sanctions such as, for example, blocking the supply of electricity or water.

III. Scope of Performance

By concluding the contract, the exhibitor shall order a basic package of services for the participation fees laid down under II. This basic package may be expanded by separately ordering other services offered by Messe Essen GmbH.

The scope of performance under the basic package shall consist of the following components:

1) Stand space

Stand space in the size confirmed in the admission confirmation.

2) Exhibitor passes

As part of the basic package, the exhibitor shall be entitled to the following number of permanent exhibitor passes:

up to 14sqm of stand space	2 pieces
from 15 to 20 sqm of stand space	3 pieces
every further 10 sqm or part thereof	1 additional piece
up to a maximum number of	25 pieces

Every co-exhibitor is entitled to two exhibitor passes.

Any additional exhibitor passes required may be ordered in writing from Messe Essen GmbH.

The exhibitor passes do not authorize to enter the congress.

These passes shall be intended for the exhibitors named or for their stand personnel and representatives only

and shall not be passed on to third parties. If such pass is misused it shall be withdrawn without replacement.

Free exhibitor passes, complimentary tickets and vouchers constitute tickets that are not for sale. These shall not be on-sold or auctioned (e.g. on Ebay). In the event of any violation, Messe Essen GmbH may withdraw the tickets in question, rescind the contract and/or demand compensatory damages.

3) Passing on the levy payable to the Association

Payment of the AUMA fee by Messe Essen GmbH.

4) Website

The name, company address and fair stand details of the exhibitor shall be published online on the website www.acqua-alta.de. The exhibitor shall be entitled to use the “newsflash” service and the “online exhibitor announcements”.

IV. Terms of Payment – General

1. General

The participation fee invoice shall be sent to the exhibitor after the admission. Complaints must be lodged in writing forthwith, however not later than 14 days after receipt of the invoice. Objections raised at a later date shall no longer be considered. All participation fee invoices issued by Messe Essen GmbH shall be due for payment on the date stated in V. no. 6. Invoices for other services or deliveries that have been ordered separately shall be due for payment on the invoice date, normally before the event begins, however not later than the time of performance or delivery. If invoices are sent to a third party on the exhibitor's instructions, the exhibitor shall nevertheless remain the debtor. Payments should be made, with reference to the invoice number and aqua alta 2018 to:

**MESSE ESSEN GmbH
Norbertstraße
45131 Essen
Germany**

into one of the following bank accounts:

**Sparkasse Essen
IBAN DE41 3605 0105 0000 2014 00, BIC SPESDE3EXXX
National Bank AG Essen
IBAN DE12 3602 0030 0000 1415 42, BIC NBAGDE3EXXX
Commerzbank AG Essen
IBAN DE43 3604 0039 0112 3868 00, BIC COBADEFFXXX
Deutsche Bank AG Essen
IBAN DE03 3607 0050 0210 9460 00, BIC DEUTDEDEXX
Postbank AG, Essen
IBAN DE24 3601 0043 0025 0894 33, BIC PBNKDEFFXXX**

If invoices issued are not paid within 30 days of their due date, they shall be subject to interest at the rate of 9% above the respective base interest rate. Additionally, a reminder and processing charge of EUR 5.00 shall

be payable for every reminder. In cases where the exhibitor defaults on payment (and/or the the space rented is not fully paid for), Messe Essen GmbH may terminate the space rental contract in its entirety and otherwise dispose of the respective stand space.

Section V, No. 11 "Premature termination of the contract" shall apply in respect of the reimbursement of expenses. To compensate for any obligations outstanding, Messe Essen GmbH may retain under a right of lien the exhibitors' stand equipment and exhibits. Section 562a, sentence 2 BGB (German Civil Code) shall be inapplicable, except where adequate security already exists. If payment is not made within the set period, Messe Essen GmbH may sell the retained items on the open market after having given prior written notice. Only in cases of malicious intent or gross negligence shall Messe Essen GmbH be liable for damage to and/or loss of such property held security.

2) Specially for exhibitors from non-EU states

The participation fees under Section II of the contract are net and shall be subject to the addition of any applicable statutory value-added tax and other taxes on consumption and/or services. If such taxes are triggered by services rendered by Messe Essen GmbH, they shall be payable in addition to the agreed fee. The exhibitor shall not be entitled to reduce payments to Messe Essen GmbH by deducting present or future taxes (including any possible withholding tax), levies and/or charges. If and insofar as the exhibitor is legally obliged to withhold taxes, levies and/or charges and pay these to the tax authority in the name of Messe Essen GmbH, all costs in this connection shall be borne by the exhibitor. The exhibitor shall ensure payment of the contractually agreed participation fees on the due date and shall, within the period prescribed by law, pay to the relevant authority on the exhibitor's own account, in the name of Messe Essen GmbH, the levies requested by such authority. The confirmation of payment issued by such authority shall be forwarded to Messe Essen GmbH by the exhibitor within one week after receipt of the certificate.

V. General Terms and Conditions of Contract

1) Conclusion of the contract

A basic package shall be ordered by completing and sending in the application forms provided, accepting these Terms and Conditions of Participation, the valid price lists and all other guidelines.

The form must be fully completed and bear a legally binding signature. Electronic applications shall be binding only if they bear the name of the person making the declaration and his/her qualified signature. The application shall be binding irrespective of whether Messe Essen GmbH acknowledges the application and grants admission. The exhibition between the exhibitor and Messe Essen GmbH shall be brought about by Messe Essen GmbH's order acknowledgement, which is normally issued no later than 14 days after receipt of the application. If the content of the order acknowledgement deviates from the content of the application, the contract shall be brought about on the terms of the order acknowledgement unless the exhibitor objects in writing within two weeks. However, the exhibitor shall not have any right to object on the basis of a different hall having been allocated or special requests or other special aspects having not been taken into account.

Messe Essen GmbH shall be entitled to revoke the contract brought about by acknowledgement of the order, and/or to revoke to admission granted, if such acknowledgement or admission was issued on the basis of incorrect assumptions or information, or if the requirements for admission subsequently no longer apply.

The closing date for registration is 30 June 2017. Applications received after this date shall be put on the waiting list insofar as overbooking occurs.

2) Requirements for admission

The event is open primarily to manufacturers, distributors and traders. In principle, only exhibitors whose products and services correspond to those offered at the event, and who meet the requirements under sentence 1, shall be granted admission. Messe Essen GmbH shall decide on the admission of an exhibitor also on the basis of whether its exhibition range is compatible with the product list for the event. Products not corresponding to the product list for the event shall not be exhibited unless they are absolutely essential for the presentation and/or functional operation of the exhibitor's own exhibit. There shall be no legal right to admission unless such a right ensues from the law.

Exhibitors who have not met their financial obligations in relation to Messe Essen GmbH or have breached the Terms and Conditions of Participation, the Technical Guidelines, the General Service-specific Terms and Conditions of Business and Delivery, the House Rules or statutory provisions may be excluded from participation.

Messe Essen GmbH shall notify the exhibitor of its stand allocation upon sending the admission confirmation. If a change of stand space ensues at such time owing to the layout plan, the contract concluded shall be altered in accordance with the admission confirmation unless the exhibitor objects in writing within two weeks.

3) Allocation of the exhibitor's space at the event

The exhibitor's space shall be allocated by Messe Essen GmbH. Applications for the allocation of specific stand space shall not give rise to any entitlement whatsoever to the allocation of such space. Requests for specific locations, which shall be taken into account as far as possible, shall not constitute a condition of participation. No exclusion of competition shall be granted. Messe Essen GmbH hereby reserves the right to subsequently relocate the exhibitor and allocate the exhibitor a stand in a position other than that stated in the stand confirmation, to change the size of the exhibitor's exhibition space, to reposition or close entrances and exits to the trade fair grounds or to the halls and to make other structural changes, provided that and insofar Messe Essen GmbH has a material interest in such action owing to the special circumstances. In such cases, the exhibitor shall be entitled to rescind the rental contract in writing within one week after receipt of notification of such change, provided his interests are unreasonably affected as a result thereof.

If the space is unavailable through no fault of Messe Essen GmbH, the exhibitor shall be entitled to equivalent alternative space or reimbursement of the participation fee. No claim to compensatory damages shall exist.

4) Stand design, running the stand, selling rules, product piracy

a) Stand construction, stand design and stand safety shall be the exhibitor's responsibility and shall, to ensure a good overall impression, be undertaken in accordance with Messe Essen GmbH's general rules and Technical Guidelines. Messe Essen GmbH hereby reserves the right to issue necessary instructions (e.g. regarding the installation of stand partition walls or laying of floor coverings). If the exhibitor does not possess a stand construction system of its own, stand partition walls (rear and side walls) shall be absolutely essential. It should be noted hereby that every exhibitor must order the rear and side walls necessary for its stand.

If such wall elements are not ordered and the stand space is surrounded by stand elements of the stand neighbour, such wall elements shall be invoiced on the aforementioned terms. The standard height is 3.00 m. Exhibition stands exceeding this height of 3.00 m shall be subject to Messe Essen GmbH's separate approval. The right to impose further stipulations regarding stand design remains reserved. Stand partition walls, floors, hall walls, columns, installation or fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way. The exhibitor shall be liable for any damage and shall be charged for the cost. Any installations and fire-fighting equipment situated in the stand area shall be part of the stand space allocated and must be accessible at all times. Please refer to the Technical Guidelines for details

relating to floor coverings and the options affixing them.

The exhibition stand shall be designed and assembled in such a manner that no neighbouring company is hampered by exhibits, advertising carriers or exhibition objects. Every stand shall be designed, assembled and run in such a manner that visitors are able to look into the stand from the aisle without having to enter the stand itself. This can be achieved by means of open entrances and/or passageways or through built-in transparent glass or plexiglass front elements. As soon as possible after issuance of the invoice, each exhibitor shall submit to Messe Essen GmbH, for examination, a true-to-scale stand drawing (layout and views on a scale of 1:50 in metric dimensions, if possible). The stand design intended, including the inscription, must be clearly shown in the drawing. If ceilings of any kind are to be fitted, additional ceiling drawings and sectional views, as well as an explanation of the design, must always be enclosed. Damage claims, e.g. on account of loss of or damage to drafts, models or documents are hereby excluded, regardless of their legal basis.

b) During the opening times of the acqua alta 2018, the stand shall be sufficiently staffed and kept accessible to visitors. Outside of the daily trade-fair opening hours, third-party stands shall not be entered without the stand owner's permission. When running the stand, the statutory provisions and administrative guidelines shall be observed: Presentations shall take place only within the stand space and shall be arranged in such a manner that neighbouring stands are not disturbed visually or acoustically and there are no hindrances in the stand or aisle areas. In the event of infringements, Messe Essen GmbH shall be entitled, at its own discretion, to prohibit presentations that cause such disturbance or hindrance, and to terminate the contract without notice in the event of a repeat infringement. In such cases, the exhibitor shall indemnify Messe Essen GmbH against damage claims asserted by other exhibitors on account of disruptions.

c) Selling and provision of advice shall take place only within the stand space allocated, not in the aisles. Every exhibitor shall only sell the goods and services listed in its admission confirmation. In particular, the statutory provisions (particularly the right to display prices under the PreisangabenVO [Regulation on the Quotation of Prices]) shall be complied with. Subject to direct sale shall only be the goods and services listed in the application.

Only goods corresponding to the product list shall be exhibited, except for items being merely fixtures or are for illustrative purposes. Products and services not listed in the registration confirmation shall not be exhibited or offered. For selling or exhibiting of certain products (medicines, materials that are easily flammable, items requiring a permit), the special statutory requirements applicable in the Federal Republic of Germany shall be observed. It shall be the exhibitor's responsibility to procure and obtain permits from the trading standards and/or public health authorities. Exhibits shall not be dispatched or removed from the stand until after the event has ended.

d) It shall not be permissible to exhibit items other than those registered. Messe Essen GmbH shall be entitled to remove from the stand any exhibits not corresponding to the list of product categories. Furthermore, Messe Essen GmbH shall be entitled to have exhibits removed from the stand if their exhibition is inconsistent with the exhibition programme or provably infringes principles of competition law or third-party property rights.

The protection of inventions, patterns and trademarks at trade fairs shall be governed by the statutory provisions applicable in Germany. No special protection shall cover the trade fair. Nor shall there be any exemption from German provisions or from third-party property rights existing in this connection. Patent applications should be submitted to the relevant Patent Office before the trade fair begins.

Six-month protection from the start of the event in accordance with the Gesetz betreffend den Schutz von Mustern auf Ausstellungen [Act Relating to the Protection of Design at Exhibitions] dated 18 March 1904 and the Markenrechtreformgesetz [Trademark Reform Act] dated 25 October 1994 shall take effect only if the Federal Minister of Justice has published a corresponding announcement in the Bundesgesetzblatt [German Federal Law Gazette] (exhibition protection). If an exhibitor is proven to have infringed property rights (court ruling), Messe Essen GmbH shall be additionally entitled, but not obliged, to exclude such exhibitor from the present event and/or future events.

The exhibitor hereby bindingly and irrevocably declares, that the products exhibited by it have been created by the exhibitor itself, or that they are permissible copies or imitations of products of other suppliers or third parties. The items that are exhibited must also be traded.

e) An authorisation from the fair organiser has to be obtained prior to the use of acoustic advertising media, microphones, amplifiers, music (live or sound carrier) for the purpose of e.g. presentations, actions or events at the fair stand. The organiser reserves the right to add reasonable restrictions to the authorisation (time frame, volume or the like). Already given authorisations may be restricted or revoked in the interest of maintaining an orderly fair/exhibition. Breach of these regulations results in the obligation of the exhibitor to release the organiser from liabilities which are claimed by other exhibitors due to disturbances caused by breach.

5) Co-exhibitors, other participating companies

Without Messe Essen GmbH's approval, exhibitors shall not be permitted to hand over or otherwise make available their rented stand or part thereof to third parties, or exchange their rented stand or part thereof with third parties, whether for payment or free of charge. Companies not mentioned in the admission confirmation shall not be advertised on the stand.

Use of the stand space by several companies shall be permissible only if all the companies represented there, in addition to the exhibitor with whom the rental contract has been signed (main exhibitor), have also been registered with Messe Essen GmbH in writing as co-exhibitors and have been granted with Messe Essen GmbH. Applications for admission as co-exhibitors shall be made for all companies represented in the main exhibitor's rented stand area, alongside the main exhibitor, with their own personnel and exhibits. Such companies shall be deemed to be co-exhibitors even if they have close economic or organisational ties with the main exhibitor. The admission of co-exhibitors shall likewise be governed by the criteria of these Terms and Conditions of Participation.

Co-exhibitors shall be charged a registration fee of EUR 150.00. Moreover, these Terms and Conditions of Participation shall apply also to co-exhibitors, insofar as applicable. The exhibitor shall inform these companies of the Terms and Conditions of Participation and the supplementary provisions and shall be responsible for ensuring that the duties arising for these companies in relation to Messe Essen GmbH are accepted. Messe Essen GmbH hereby reserves the right to contact co-exhibitors directly or through appointed third parties.

If the exhibitor fails to register co-exhibitors or provides incomplete or incorrect details in its application for registration, Messe Essen shall be entitled, according to its own findings and also at a later stage, to charge the participation fees as if a proper application had been submitted. In addition, Messe Essen reserves the right to terminate the contract with the main exhibitor without notice and have the stand vacated at the main exhibitor's expense. The exhibitor waives unlawful interference rights in this respect. The exhibitor shall not be entitled to damage claims.

If several companies wish to rent a trade fair stand together (joint main exhibitors), they shall exhibit their own samples and staff the stand with their own personnel. Joint main exhibitors shall be jointly and severally liable for the participation fees and the services used.

If a third party is appointed to assemble the trade fair stand or for the purpose of organising the exhibitor's participation in the trade fair, the exhibitor may authorise such third party in writing, stating this authorised party's address, to order services on a legally binding basis or to issue other declarations in connection with the trade fair participation on behalf of the exhibitor and any co-exhibitors. All further event documents (stand confirmation, Technical Guidelines etc.) for use on behalf of the exhibitor shall be sent to such company delegated as the exhibitor's authorised representative.

6) Payment Terms

The contract shall be brought about when admission is granted. Participation fees ensuing according to the price list under Section II shall be due for payment immediately, however, no later than 2 weeks after receipt of invoice.

These fees will be invoiced separately in accordance with IV, No. 1. Advance and full payment of the fees by the aforementioned payment dates shall be a prerequisite for use of the exhibition space allocated, for entry in the media and for issuance of the exhibitor pass.

If the exhibitor defaults on payment, Messe Essen GmbH reserves the right to charge interest on arrears at the rate of 8 % above the base interest rate in accordance with Sections 288 II, 247 BGB (German Civil Code) with effect from the due date. Additionally, a reminder and processing charge of EUR 5.00 shall be levied for every reminder. In the case of default of payment, Messe Essen GmbH may terminate the contract or otherwise dispose of the stand space.

Should the invoice need to be re-issued for reasons for which Messe Essen GmbH is not responsible, Messe Essen GmbH shall charge a processing fee of EUR 20.00 (in words twenty euros).

Services (e.g. advertising material, electricity, water, telephone) that the exhibitor may use during its participation in the trade fair shall, irrespective of the extent to which the services ordered are actually used, be subject to a lump sum advance payment (see Section II), which shall be offset against the invoice for those services no later than 5 weeks after the end of the event. The exhibitor shall have no right to claim interest on such advance payment for the services. This **advance payment** fee for services shall be separately invoiced at the same time as the participation fees, and shall likewise be due for payment immediately, however, no later than 2 weeks after receipt of invoice.

If the exhibitor has appointed third parties (e.g. stand fitters) to acquire services from Messe Essen GmbH, the exhibitor shall ensure and prove in advance the payment of the relevant fees. Otherwise, such services shall be rented to the third party only in exchange for immediate payment (in cash or by credit card).

Joint main exhibitors, exhibitors and co-exhibitors shall jointly be liable to Messe Essen GmbH for the obligations arising out of this rental contract and the ordering of services.

7) Reservation of rights, force majeure

Messe Essen shall be entitled to relocate, curtail, temporarily completely close or cancel the trade fair for good cause (e.g. labour dispute, force majeure). Messe Essen shall also be entitled, at its own due discretion and in consideration of the exhibitor's legitimate interests, to refrain from holding the event if it appears that the economic viability is not secured. In the event of cancellation, the mutual obligations of the contracting parties

to perform the contractually agreed services shall cease to apply. Claims for the reimbursement of expenses, which have already been incurred, or damage claims shall not be derived from the cancellation. However, Messe Essen will reimburse any payments already made by the exhibitor to Messe Essen for services not yet rendered at the time of cancellation, provided it is responsible for the cancellation. In the event of complete or partial relocation or curtailment of the trade fair, the contract shall be deemed concluded for the revised duration, unless the exhibitor objects in writing within a period of two weeks from notification of the change. The prices agreed shall not be reduced. All services shall be provided within the scope of available capacities.

If Messe Essen is forced to curtail an event, which has already begun, owing to the occurrence of force majeure or for other reasons not imputable to Messe Essen, the exhibitor shall not be entitled to claim a full or partial refund or a waiver of the participation fee.

8) Exclusion of liability

Messe Essen GmbH shall assume no obligation to safeguard exhibits or stand fittings. As part of its services available at the event, Messe Essen GmbH shall however offer the possibility of concluding a general exhibition insurance policy covering insurable risks such as fire, theft, aggravated theft, breakage or leakage, as well as water and due to transport of exhibits into and out of the trade fair ground, with which the exhibitor shall be able to insure itself against possible damage occurring during the event. A form for this purpose is provided separately in our Online Service Section. Any damage shall be reported to the police and the insurance broker in writing. In the event of theft, aggravated theft or fire, the police and the exhibition management are to be informed within 24 hours. Compensation for losses shall be excluded, if Messe Essen GmbH's insurance company refuses to assume the loss as a result of late submission of the damage report through the fault of the exhibitor.

Moreover, Messe Essen GmbH shall be liable in accordance with the statutory provisions insofar as the exhibitor asserts damages claims on the basis of malicious intent or gross negligence, including malicious intent or gross negligence on the part of Messe Essen GmbH's representatives or authorised agents. Except in cases where Messe Essen GmbH is accused of intentional breach of contract and in cases of culpable breach of material contractual duties by Messe Essen GmbH, Messe Essen GmbH's liability for damages shall be limited for the foreseeable loss. Liability for culpable injury to life, body or health shall remain unaffected.

Unless otherwise stipulated above, liability on the part of Messe Essen GmbH shall be excluded. This shall apply irrespective of the legal nature of the claim being asserted, and in particular also to damage claims arising from culpa in contrahendo, on account of any other breach of duties or on account of tortious claims for compensation for damage to property or for any other financial loss in accordance with Sections 823 I and II BGB (German Civil Code). A claim for a reduction in rent shall exist only if rectification of defects in the rented item has failed, or if Messe Essen GmbH has not made any attempt to rectify the defects in spite of having been set a reasonable period of grace. The aforementioned provisions of liability shall apply mutatis to all services rendered by Messe Essen GmbH in connection with the exhibitor's participation in the event.

Messe Essen GmbH has adequate insurance cover for its statutory liability. The Allgemeine Versicherungsbedingungen für Haftpflichtversicherungen (AHB) [General Terms and Conditions of Insurance for liability insurances] shall apply. This insurance only covers damage, injury and loss sustained by third parties. Moreover, it does not cover damage, injury or loss sustained in cafes and restaurants within the trade fair grounds or at special events not organised by Messe Essen GmbH. The exhibitor shall be responsible for taking out sufficient insurance cover for its own liability. The exhibitor shall be liable for any damage, injury or loss incurred by third parties employed by or acting on behalf of the exhibitor to the same extent as for damage, injury or loss of its own making.

Messe Essen GmbH assumes no liability for impairments during the course of upgrades to the facility occurring within the usual scope of a construction site, such as construction noise, dust or construction dirt in the vicinity of the hall.

9) List of exhibitors

Messe Essen GmbH shall publish an exhibitor list for the event. Exhibitors shall be informed in detail about the entry and insertion options in good time by Messe Essen GmbH or a third party appointed by it. Messe Essen GmbH shall also publish a list of exhibitors online at www.acqua-alta.de. Damage claims for incorrect, incomplete or missing entries are hereby excluded. The ordering party shall be responsible for the content of the entries and for any loss resulting therefrom.

10) Advertising

Exhibits, printed matter or advertising material of any kind shall only be exhibited within the stand rented for the exhibitor's own company. These shall not however be distributed in the hall aisles or in any other areas of the trade fair. In respect of external advertising and sponsoring measures of any kind, please refer to the services offered by Messe Essen GmbH. Except where this is offered as a service by Messe Essen GmbH, the exhibitor shall not be permitted to carry or drive advertising media around on the premises of the event or to distribute printed matters and samples outside of its stand. Nor may the exhibitor approach and interview visitors outside of the stand.

The exhibitors may only undertake advertising that relates to the trade fair and does not contravene applicable laws, particularly the Gesetz gegen den Unlauteren Wettbewerb [Act against Unfair Competition], or offend good morals. Political advertising or political statements shall not be permitted, unless the political statement forms part of the event.

In the case of advertising or statements disturb public order or the smooth running of the event, Messe Essen GmbH shall be entitled, but not obliged, to request the exhibitor to stop showing the offending material and/or remove it. If the exhibitor fails to comply with such request, Messe Essen GmbH shall be entitled to prematurely terminate the contract for good cause. Additionally, Messe Essen GmbH shall have the right to seize the offending material for the duration of the event. The exhibitor shall bear the cost of the removal of advertising material used or affixed without authorisation.

The same shall apply to advertising material that could give reason for complaint, as well as to advertising undertaken without authorisation.

Details concerning the approval of optical, moving or acoustic advertising media and product presentations (e.g. via loudspeaker or by film or video screening) can be found in Technical Guideline Number 4.7.7.

Approvals that are subject to a fee and relate to musical reproductions of any kind shall be obtained by the exhibitor from the GEMA [German Music Author's Society]. All lists of rates can be found at www.gema.de/messen. The provisions of copyright law shall be observed.

11) Premature termination of the contract:

If, after a binding application for registration has been submitted or a contract has been concluded, the exhibitor requests without good reason that its participation in the trade fair be wholly or partly cancelled or that the contract be terminated, and Messe Essen GmbH does not expressly consent thereto, the exhibitor shall nevertheless remain obliged to pay the participation fee in full.

If Messe Essen GmbH consents to such termination or cancellation, and in cases of cancellation or termination for good reason, flat-rate compensation (liquidated damages) in net sum of 25 % of the participation fee shall be paid in order to cover, among other things, the administrative expenses in connection with efforts to rent out the stand space to a third party. If the exhibitor proves that Messe Essen GmbH has incurred no loss or merely a loss of a considerably lower amount than the liquidated damages as a result of such cancellation or termination, the exhibitor shall pay the amount of compensation that has been reduced accordingly.

In the event of rescission to such termination of the contract, the main exhibitor shall be additionally invoiced, at the current advance selling price, for the trade visitor tickets requested and redeemed by the exhibitor, irrespective of when Messe Essen GmbH receives notification of cancellation. The same shall apply to the trade visitor tickets requested and redeemed by the exhibitor's co-exhibitors. These shall likewise be invoiced to main exhibitor at the advance selling price in the event of rescission or termination.

Irrespective of the right to assert further damage claims, Messe Essen GmbH shall be authorised to rescind the rental contract and any contracts for services, or to terminate such contracts without notice, if the exhibitor fails to meet obligations arising from the rental contract, the Terms and Conditions of Participation or the supplementary provisions after a new time limit has been set. Such right of Messe Essen GmbH to terminate the contract without notice shall also exist if the exhibitor does not fulfil, or no longer fulfils, the requirements for the conclusion of a contract, in particular if the exhibitor has changed its manufacturing range in such an extent that the exhibitor can no longer be assigned to the product list for the trade fair. The same shall apply if the exhibitor stops its payments, or if an application has been made for the opening of judicial insolvency proceedings, or corresponding proceedings according to the legal system of its country of origin, against its assets, or if the exhibitor's company is in liquidation.

If a stand rental contract is terminated for any of the aforementioned reasons, Messe Essen GmbH shall likewise be entitled to liquidated damages in the net sum of 25 % of the participation fee.

In the event of premature termination by Messe Essen GmbH on account of culpable breach of contract (e.g. provision of the stand space to a third party without permission, infringement of property rights, failure to clean the stand space, failure to discontinue unfair advertising, failure to vacate the stand space in due time, setting up the stand illegally, prematurely dismantling of the stand), Messe Essen GmbH shall be entitled to demand from the exhibitor a contractual penalty in the sum of up to EUR 10,000.00, which shall be fixed at Messe Essen GmbH's reasonable discretion in each individual case and be reviewed before the relevant Landesgericht [Regional Court] in the event of a dispute. If such breach of contract also gives rise to a damages claim, the contractual penalty shall be offset against such damages claim.

12) Photography and other image recordings

All types of commercial image recordings, especially photography and filming, on the trade fair grounds may only be carried out by persons who have been authorised to do so by Messe Essen GmbH and are in possession of a valid pass issued by Messe Essen GmbH. Stand photographs, which are to be taken outside the daily opening hours and require special lighting, shall be subject to Messe Essen GmbH's consent. Any resulting costs shall be borne by the exhibitor, unless they are paid by the photographer.

Messe Essen GmbH and - with its consent - press journalists and television stations shall be entitled to photograph, draw and make film and video recordings of the event, the exhibition buildings/stands and the exhibited items, and to use these photographs, drawings and recordings free of charge for advertising purposes or press publications.

13) Waste disposal, cleaning, security

a) Information on the different options for waste disposal on the trade fair grounds is provided to exhibitors in the Technical Guideline Number 6.1.1. The exhibitor shall appoint Messe Essen GmbH to carry out waste disposal subject to a fee. If the exhibitor leaves refuse or other items behind after having vacated the stand space, Messe Essen GmbH shall be entitled to have such refuse or items removed and destroyed at the exhibitor's expense.

b) Messe Essen GmbH shall arrange for the cleaning of the grounds, the halls and the aisles. The exhibitor shall be responsible for ensuring that its stand is cleaned daily, before the event begins. The exhibitor may also appoint Messe Essen GmbH, or companies authorised by Messe Essen GmbH, to carry out such cleaning subject to a fee. If the exhibitor uses its own cleaning personnel, such cleaning shall be limited to one hour before and one hour after the opening hours of the acqua alta 2018.

c) The general security of the trade fair halls and the adjoining outdoor grounds shall be Messe Essen GmbH's responsibility for the duration of the event. General surveillance shall be provided during assembly and dismantling times. Messe Essen GmbH shall be entitled to enforce measures necessary for surveillance and monitoring.

Security of the exhibitor's property shall not be covered by the general surveillance. Messe Essen GmbH's responsibility for security shall not affect its exemption from liability for personal injury and property damage.

Any special security to safeguard the exhibitor's property shall be organised by the exhibitor itself. Such security shall only be undertaken by Messe Essen GmbH's appointed security companies. Valuables and items that are easy to remove should be kept under lock and key by exhibitors, particularly at night.

14) Supplementary provisions

The House Rules, the product category list, the Technical Guidelines and all other provisions sent to the exhibitor before the start of the trade fair form integral elements of the rental contract.

During the event, the exhibitor shall be subject to the trade fair company's domestic authority on the entire grounds of Messe Essen GmbH.

Messe Essen GmbH shall be entitled to remove, at the exhibitor's expense, any items not taken away during the stand dismantling period. These objects need to be put in storage, but may be disposed of.

Messe Essen GmbH shall be solely responsible for general heating, air-conditioning, ventilation and lighting in the halls. All installations shall only be undertaken by Messe Essen GmbH or third parties appointed by it. Installation work within the stand area may also be entrusted to outside contractors whose names shall be provided to Messe Essen GmbH in advance, if so requested. Messe Essen GmbH shall be entitled, but not obliged, to inspect the installations. The exhibitor shall be liable for any damage, injury or loss caused by its own installation work. Furthermore, the exhibitor shall be liable for any damage, injury and loss resulting from the uncontrolled use of energy. Messe Essen GmbH may be held liable for damage, injury or loss resulting from any disruption of power supplies only in accordance with Section 6 AVBElt [Regulation on General Terms and Conditions of Energy Supply to Tariff Customers], Section 18 NAV [Regulation on Low Voltage Connections] and Section 6 AVBWasserV [Regulation on General Terms and Conditions of Water Supply to Tariff Customers].

15) Severability

All claims of the exhibitor against Messe Essen GmbH shall be filed in writing. They shall become statute-barred within twelve months from the end of the year in which they arise. Agreements deviating from these terms and conditions shall only be effective in writing.

Only the law of the Federal Republic of Germany shall apply, to the exclusion of the Convention on Contracts for the International Sale of Goods. Essen is the place of performance and jurisdiction. Alternatively, Messe Essen GmbH hereby reserves the right to file its claims at the court having jurisdiction over the place where the exhibitor has its registered office.

If any of the above clauses or conditions are or become null and void, the other conditions shall nevertheless remain in effect. The resultant omissions shall be corrected in such a way that the spirit and purpose of the contract are retained. In cases of doubt, the German version of these Terms and Conditions of Participation shall be authoritative.

VI. Application Documents

Applications shall only be submitted using the enclosed form, accepting these Terms and Conditions of Participation. The fully completed forms bearing a legally binding signature shall be sent to:

Messe Essen GmbH
Postfach 100165
45001 Essen
Germany

No allowance shall be made for any conditions and provisos contained in applications. Requests for specific locations shall not constitute a condition of participation. The application shall be binding.

The application shall not be deemed effected until it has been received by Messe Essen GmbH. The particulars shall be stored for the automatic data processing of the application and shall be made available to third parties for the performance of the contract. Applications received after the closing date for applications shall be considered only if sufficient space is available.

VII. Data Protection

The protection of our customer's privacy is important to Messe Essen GmbH. Messe Essen GmbH collects, processes and uses personal data in compliance with the relevant statutory provisions, particularly the Bundesdatenschutzgesetz (BDSG) [German Federal Data Protection Act] and the Teledienstschutzgesetz (TDDSG) [Teleservices Data Protection Act].

Personal data shall be collected only to the extent necessary for organisational purposes. Under no circumstances shall the data collected be sold or passed on to third parties for other reasons. The data provided by the exhibitor shall be passed on by Messe Essen GmbH only to individual service providers for services accompanying the trade fair. This shall also involve the mailing of offers accompanying the event, the provision of information before and after the event, the event-related posting of advertising, as well as for transmitting and updating our lists of exhibitors at home and abroad. The exhibitor shall have the right at any time to obtain information on its personal data stored, the origin of such data, the recipients and the purpose of storage. Information on the data stored shall be provided by the data protection office at [datenschutzbeauftragte@messe-essen.de]. Additionally, please refer to the data protection policy on our homepage [www.messe-essen.de].

Date: May 2017