

#### Terms and Conditions for Services of NürnbergMesse GmbH

© NürnbergMesse GmbH Version: 0.0.2 of 12/03/2024

#### **Table of Contents**

G	General Part (General Service Conditions)9				
1.	Order, contract formation	9			
	1.1 Ordering of services	9			
2.	Scope of the service	9			
	2.1 Performance of the service	9			
	2.2 Ordering of the service	9			
3.	Acceptance of the service	9			
	3.1 Defects of the service	9			
	3.2 Information about defects	9			
	3.3 Verification of authorisation	9			
4.	Provision of service /delivery	9			
	4.1 Date of provision of service	9			
	4.2 Change of date of provision of service	.10			
	4.3 Provision of ordered equipment	.10			
	4.4 Short-notice orders	.10			
	4.5 Transfer of liability	.10			
	4.6 Verification of authorisation	.10			
	4.7 Scope of service provision	.10			
5.	Non-availability of service, reservation of self-delivery, force majeure and other hindrances	10			
	5.1 Non-availability of service	.10			
	5.2 Delayal of delivery	.10			
	5.3 Right of rescission	.10			
	5.4 Legal rights	.11			



6.	Prices and payment terms	. 11
	6.1 Taxation	11
	6.2 Payment due date	11
	6.3 Subsequent invoice changes	11
	6.4 Invoice transmittal	11
7.	Express surcharge, exclusion of guarantee for short-notice orders, extra costs d changes	
	7.1 Express surcharges	11
	7.2 Liability for proper service provision	11
	7.3 Change of services	11
8.	Rescission / cancellation	. 11
	8.1 Rescission	11
	8.2 Fees for cancellation	11
	8.3 Rescission / cancellation declarations	12
9.	Liability of NürnbergMesse	. 12
	9.1 Liability provisions	12
10	). Liability and obligations of the Customer	. 12
	10.1 Liability for damage	12
	10.2 Insurance cover	12
	10.3 Fitting of safety devices	12
11	Assertion of liability claims	. 12
	11.1 Time limits for the assertion of claims	12
12	2. Special provisions for rented objects	. 13
	12.1 Reservation of ownership	13
	12.2 Rental period	13
	12.3 Making available of rented objects	13
	12.4 Unlimited liability during the rental period	13
	12.5 Return of rented objects	13



12.6 Insurance of rented objects	13
12.7 Loss of rented objects	13
13. Special provisions for purchased objects	13
13.1 Reservation of ownership of purchased objects	13
13.2 Repossession of the purchased object	13
14. Data protection	14
14.1 Data protection principles	14
15. Limitation of set-off / right of retention	14
15.1 Right of retention principles	14
15.2 Crediting of payments	14
16. Service centre	15
17. Place of performance, place of jurisdiction	15
18. Severability clause	15
Special Part (Special Service Conditions)	16
1. Ceiling suspensions / rigging	16
1.1 Order deadline	16
1.2 Exclusion of guarantee	16
1.3 Customer prohibited from providing the service itself, contractual penalty	16
1.4 Different cancellation provisions	16
2. Work platforms	16
2.1 Preconditions for rental	16
2.2 Personal injuries/property damage	16
2.3 Operation of lifting platforms	16
2.4 Movement of machinery	16
2.5 Use possibilities	16
2.6 Transfer of work platforms	16
2.7 Liability for damage	16

## NÜRNBERG MESSE

	2.8 Protection of work platforms	17
	2.9 Fastenings	17
	2.10 Return	17
	2.11 Rental	17
	2.12 Use of the equipment	17
3.	Stand security	17
	3.1 Service Centres/Service Desk	17
	3.2 Minimum booking time for stand security	17
	3.3 Performance of the service	17
	3.4 Keys and emergency addresses	17
	3.5 Customer prohibited from providing the service itself, contractual penalty	17
	3.6 Liability and liability limits (stand security)	17
4.	Compressed air	18
	4.1 Exclusion of guarantee	18
	4.2 Customer prohibited from providing the service itself, contractual penalty	18
	4.3 Technical instructions for compressed air services	18
5.	Electricity supply	18
	5.1 Exclusion of guarantee	18
	5.2 Technical guidelines	18
6.	Internet and telecommunications	18
	6.1 Making available and the Customer's own equipment	19
	6.2 Service Centres/Service Desk	19
	6.3 Loss/liability (IT communications)	19
	6.4 Liability of the organiser (IT communications)	19
	6.5 Connection conditions	19
	6.6 Customer's own wireless LAN	20
	6.7 Repossession of terminal equipment	21

	NÜRNBERG MESSE
7. Lead Tracking / Visitor registration at the trade fair stand	21
7.1 Loss/liability (Lead Tracking)	21
7.2 Service Centres/Service Desk	21

	7.2 Service Centres/Service Desk	21
	7.3 Data protection	22
	7.4 Different cancellation provisions	22
8.	Logistics	. 22
	8.1 Trade fair forwarding fees	22
	8.2 Orders subject to the freight forwarder's rate scale	22
	8.3 Liability of the freight forwarder	22
	8.4 Storage	22
	8.5 Complaints	22
	8.6 Deliveries	23
	8.7 Shipments from third countries	23
	8.8 Storage of goods	23
9.	Media technology	. 23
	9.1 Exclusion of guarantee	23
	9.2 Different cancellation provisions	23
	9.3 Assembly/disassembly	23
10	). Rented furniture	. 23
	10.1 Delivery / delivery difficulties and transfer of risk	23
	10.2 Customers who pick up the goods themselves	24
	10.3 Inspection obligations and complaints	24
	10.4 Return of rented objects / rent prices	24
11	I. Furniture sets	. 25
	11.1 Delivery time	25
	11.2 Delivery difficulties and transfer of risk	25
	11.3 Customers who pick up the goods themselves	25

# NÜRNBERG MESSE

	Rental prices	.25
12. Per	sonnel	25
12.1	Provision of the service	.25
13. Sta	nd cleaning and waste disposal	25
13.1	Cleaning and acceptance of service	.25
13.2	Special provisions for complaints	.26
13.3	Obligations of the Customer	.26
13.4	Price basis	.26
13.5	Exclusion of guarantee for cleaning work	.27
13.6	Disposal of waste	.27
14. Tra	de fair marketing	27
14.1	Data for the advertising order / responsibility for content	.27
14.2	Refusal authority / claim to indemnification	.28
14.3	Notification of defects	.28
14.4	Guarantee for advertising order	.28
14.5	On-site advertising possibilities	29
15 Co		0
13. 00	nplete stand packages	
	nplete stand packages	29
15.1		<b>29</b> .29
15.1 15.2	Surcharges	.29 .29 .29
15.1 15.2 15.3	Scope of service	.29 .29 .29 .29
15.1 15.2 15.3 15.4	Surcharges Scope of service	.29 .29 .29 .29 .29
15.1 15.2 15.3 15.4 <b>16. Cus</b>	Surcharges Scope of service Liability for damage Cancellation of rental exhibition stands and other services	<ol> <li>29</li> <li>.29</li> <li>.29</li> <li>.29</li> <li>.29</li> <li>.29</li> <li>.29</li> <li>.29</li> </ol>
15.1 15.2 15.3 15.4 <b>16. Cus</b> 16.1	Surcharges Scope of service Liability for damage Cancellation of rental exhibition stands and other services	.29 .29 .29 .29 .29 .29 .29
15.1 15.2 15.3 15.4 <b>16. Cus</b> 16.1 16.2	Surcharges Scope of service Liability for damage Cancellation of rental exhibition stands and other services stom stand construction Provision of the service	.29 .29 .29 .29 .29 .29 .29 .29 .29
15.1 15.2 15.3 15.4 <b>16. Cus</b> 16.1 16.2 16.3	Surcharges Scope of service Liability for damage Cancellation of rental exhibition stands and other services stom stand construction Provision of the service Rented objects	<ul> <li>29</li> <li>.29</li> </ul>



17. Wa	ter and waste water connection	30
17.1	Precondition	30
17.2	Stand diagram, connection points for equipment, requirements stand construction	30
17.3	Customer prohibited from providing the service itself, contractual penalty	30
17.4	Safety regulations to be observed by the Customer	30
17.5	Transfer of rented equipment to the Customer, connection of terminal equipment	30
17.6	Return of rented equipment and facilities	30
17.7	Express surcharge, exclusion of guarantee, extra costs due to changes	31
18. Ins	urance	31
18.1	Provision of the service	31
19. Cat	ering	31
19.1	Contract formation	31
19.2	Remuneration, taking back, payment methods, set-off and retention rights	31
19.3	Guarantee, defect notification obligations, limitation period	32
19.4	Liability, limitation of liability	32
19.5	Reservation of ownership	32
20. Fee	es and Surcharges	33
21. Ove	erview of partners and service categories, attribution	36



#### Scope

The present Service Conditions contain provisions governing all services offered by NürnbergMesse GmbH (hereinafter referred to as "NürnbergMesse"). The General Part (General Service Conditions) contains general provisions governing these services. The Special Part (Special Service Conditions) contains special provisions governing the respective service categories. The Special Provisions take precedence over the General Provisions.

Conflicting contractual conditions of the Customer are not recognised.

The present Service Conditions become an integral part of the order when services are ordered online in the Exhibitor Shop provided by NürnbergMesse.

Unless expressly specified otherwise, NürnbergMesse is the contractual partner of the Customer in each case, notwithstanding the right of NürnbergMesse to have the ordered services rendered by Service Partners or their subcontractors, who act in the name and on behalf of NürnbergMesse unless expressly specified otherwise.

When Service Partners operate on behalf of NürnbergMesse, the conditions of the respective Service Partner also apply. The present Service Conditions of NürnbergMesse take precedence.



#### **General Part (General Service Conditions)**

#### 1. Order, contract formation

1.1 Orders are binding on the Customer. In the case of services rendered to the Customer in the name of NürnbergMesse, an order confirmation (for each component service of the order) is usually issued by the respective Service Partner of NürnbergMesse in the name of NürnbergMesse. The contract between the Customer and NürnbergMesse is formed upon the issuance of the order confirmation unless another arrangement has been specified in writing. The automatically generated confirmation of receipt immediately after the online order is not an order confirmation. The order may also be accepted implicitly – without an order confirmation – if the services are rendered by the performing Service Partner.

If the contents of the order confirmation for the respective service differ from the contents of the order, the contract will be formed on the basis of the order confirmation if the Customer does not object within 14 days of receipt of the order confirmation or if the Customer makes use of the ordered service. The invoice for the respective service is usually issued after the corresponding event.

#### 2. Scope of the service

- 2.1 Ordered services are performed as agreed in the contract. NürnbergMesse reserves the right to make minor alterations in dimensions, form, and colour. Other alterations are only permissible if the nature and extent of such alterations have been specified in writing by mutual agreement of the Customer and NürnbergMesse. NürnbergMesse is not obligated to verify the completeness and correctness of the information provided by the Customer.
- 2.2 Services not ordered in the Exhibitor Shop provided by NürnbergMesse require express written confirmation and shall be charged separately to the Customer.

#### 3. Acceptance of the service

- 3.1 The Customer must assure itself of the proper condition, traffic safety, and completeness of the services before using them. With respect to open defects, services shall be deemed to have been fulfilled in accordance with the terms of the order if the Customer does not raise reasoned objections in writing (to <u>exhibitor.services@nuernbergmesse.de</u>) immediately after the services were rendered, but at the latest upon using the services or at the start of the trade fair. The time, place, nature, and extent of the defect must be described precisely in the written objections.
- 3.2 In addition, objections of any kind that relate to the performance or fulfilment of contractually agreed services must be notified to NürnbergMesse by telephone immediately after they are discovered and in writing no later than on the next day so that they can be remedied. The relevant contact details can be found under point 16 of the General Section. NürnbergMesse shall be obligated to remedy reasoned defects by means of rectification; if goods had been delivered, the defects may also be remedied by means of substitute delivery, at the choice of NürnbergMesse.
- 3.3 NürnbergMesse or the engaged Service Partner shall not be obligated to verify the authorisation of persons encountered at the trade fair stand.

#### 4. Provision of service / delivery

4.1 The service (particularly delivery and installation) shall be provided on the agreed date in every case. If no certain date was agreed, the service shall be provided no later than before the start of the event or –



depending on the service in question – during the event. Fixed dates require the express agreement and written confirmation of NürnbergMesse or the engaged Service Partner.

- 4.2 If the Customer wishes for the service to be provided on a date not falling within the duration of the event in question, it must order this additional service separately from NürnbergMesse.
- 4.3 Ordered equipment shall be provided to the Customer on a rental basis. No. 12 of the present General Part (Special provisions for rented objects) applies in this case.
- 4.4 The Customer may rent against payment of a fee (No. 12 of this General Part) or purchase (No. 13 of this General Part) materials or equipment required at short notice from the engaged Service Partner during the official set-up and disassembly times. In this case, such materials or equipment must be ordered directly from the engaged Service Partner. The service will be charged by way of a separate invoice.
- 4.5 If the trade fair stand is not staffed by the Customer when a service is provided in accordance with No. 4.1, the service shall be deemed to have been properly rendered when the delivered goods are left at the trade fair stand. From this time onward, the Customer shall bear the risk of loss and deterioration, particularly damage or loss. If the client wishes the service to be handed over in person, he must actively contact the ServicePartner commissioned to provide the service and agree a handover time/place.
- 4.6 NürnbergMesse or the engaged Service Partner shall not be obligated to verify the authorisation of the persons encountered while providing the service.
- 4.7 Services during the event that do not serve to rectify a justified complaint or malfunction will be charged separately according to time and effort. The connection, set-up and function test of the customer's own equipment is not included in the price. This service can be ordered for a fee from the service partner carrying out the work. No liability is accepted for any malfunctions or damage that may occur

## 5. Non-availability of service, reservation of self-delivery, force majeure and other hindrances

- 5.1 NürnbergMesse shall inform the Customer (if applicable, by way of the engaged Service Partner) immediately if it is unable to provide the agreed services or unable to do so before a binding deadline for delivery or completion for reasons beyond its control (non-availability of service). If an engaged Service Partner has not performed self-delivery on time, non-availability of service shall be assumed particularly if NürnbergMesse has entered into a covering transaction and in the event of other disruptions of service provision due to force majeure. Cases of force majeure include labour unrest, civil unrest, military or terrorist conflicts, official interventions for which NürnbergMesse is not responsible, shortages of energy and raw materials, pandemics, epidemics, transport hindrances or bottlenecks for which NürnbergMesse is not responsible (e.g. fire, water damage, equipment damage), and other hindrances for which NürnbergMesse is not responsible.
- 5.2 In the event of non-availability of service according to No. 5.1, NürnbergMesse shall be entitled to delay the service for the duration of the hindrance or rescind the contract in full or in part. This shall only apply insofar as NürnbergMesse has fulfilled its notification obligation according to No. 5.1. In case of rescission, NürnbergMesse shall immediately refund any consideration already provided by the Contractor. If the service is delayed, the remuneration shall be reduced appropriately insofar as the service will not be available during the time of the event as a result of the delay.
- 5.3 Legal rights of rescission of the Customer remain unaffected. Further claims of the Customer in the event of justifiable delayal of the service or rescission according to No. 5.2, particularly claims to damages or compensation of expenses, are excluded; this shall not apply if NürnbergMesse has assumed a guarantee and not in the case of damages due to loss of life, bodily injury, or damage to health.



5.4 The legal rights of NürnbergMesse, particularly in the event of impossibility or frustration of contract, remain unaffected by the present No. 5.

#### 6. Prices and payment terms

- 6.1 All stated prices are understood to be exclusive of the statutory value-added tax insofar as the service is taxable in Germany. The currently valid prices are stated in the Exhibitor Shop of NürnbergMesse.
- 6.2 Invoices are generally due for payment upon receipt unless another due date is specified in the invoice. Upon the expiration of the payment term, the Customer shall be in default of payment without need of a payment reminder.
- 6.3 NürnbergMesse may charge a processing fee according to the overview "Fees and Surcharges" to process subsequent invoice changes for which the Customer is responsible. The same applies to cases in which an additional expense is incurred because invoices and/or additional information, data, and documents are entered into the Customer's invoice processing systems or portals by NürnbergMesse. This fee will be included in the new invoice to be issued.
- 6.4 The Customer agrees that NürnbergMesse will transmit invoices by email (electronic invoice transmittal). If the Customer does not want electronic invoice transmittal, it may object to it in written form or text form.

### 7. Express surcharge, exclusion of guarantee for short-notice orders, extra costs due to changes

- 7.1 An express surcharge will be charged for short-notice orders. The specific time limits and the corresponding surcharge rates are stated in the overview "Fees and Surcharges". The date of the final booking by the client and not the date of the request is decisive for the calculation of the express surcharge.
- 7.2 If the order is received less than 14 days before the official start of set-up and if NürnbergMesse accepts the order, it shall assume no guarantee for the proper and timely provision of service. If in such cases NürnbergMesse does not provide the services or not on time or defectively, the Customer shall be entitled to rescind the contract or reduce the agreed remuneration only if the legal preconditions are met. Further claims to damages or reimbursement of expenses are excluded unless the short notice of the order was not one of the causes for the non-performance or defective performance. Liability for intentional or grossly negligent breaches of duty on the part of NürnbergMesse or its vicarious agents and liability for culpable loss of life, bodily injury, or damage to health remain unaffected.
- 7.3 If the Customer wants changes of services which NürnbergMesse has already provided or begun to provide, NürnbergMesse shall be entitled, insofar as it undertakes to carry out the changes, to charge the actually incurred extra cost for each change.

#### 8. Rescission / cancellation

- 8.1 Rescission by the Customer is excluded unless the legal preconditions for rescission are met.
- 8.2 In case of cancellation by the Customer, the following fees are deemed to have been agreed:
  - If an order is cancelled 42 days to 22 days before the official start of set-up for the event, the Customer shall pay a cancellation fee equal to 25% of the agreed remuneration.
  - If an order is cancelled 21 days to 8 days before the official start of set-up for the event, the Customer shall pay a cancellation fee equal to 80% of the agreed remuneration.
  - If an order is cancelled 7 days or fewer before the official start of set-up for the event, the Customer shall



pay a cancellation fee equal to 100% of the agreed remuneration.

The foregoing provisions apply to both complete and partial cancellations.

8.3 Rescission / cancellation declarations must be made in the same form as the order confirmation in all cases.

#### 9. Liability of NürnbergMesse

9.1 NürnbergMesse bears unlimited liability only in cases of intent or gross negligence and for damages due to loss of life, bodily injury, or damage to health.

In all other cases NürnbergMesse shall be liable only

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations of fundamental importance for the proper execution of the contract and which the Customer can expect to be regularly fulfilled;
- if NürnbergMesse is legally obligated to take out liability insurance cover or this is usually the case;
- if NürnbergMesse has claimed a special degree of trust or occupies a qualified position of trust.

In these cases, however, NürnbergMesse shall only be liable for typical foreseeable damage (hence not usually liable for consequential damage) and then only up to a limit of EUR 100,000 for each case of damage. The liability limitation applies only to businessmen, legal entities under public law, and special public assets. Moreover, liability due to slight or ordinary negligence is excluded. This liability limitation also applies to the conduct of the NürnbergMesse's performing and vicarious agents.

#### 10. Liability and obligations of the Customer

- 10.1 The Customer shall be liable for any damage to persons or objects caused culpably by itself, its employees, its representatives, or its exhibits and equipment.
- 10.2 The Customer is fundamentally obligated to obtain adequate insurance cover itself. It is recommended to the Customer that it take out exhibition insurance to cover the transport and sojourn risk. Such insurance can be arranged by NürnbergMesse under a framework agreement.
- 10.3 The Customer is obligated to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations.

#### 11. Assertion of liability claims

11.1 Claims for damages must be asserted within a time limit of 90 days from the date when the claimant, its legal representatives, or vicarious agents became aware of the damaging event. If the amount of damage cannot yet be determined within this time limit, it shall be sufficient, but also necessary that the claim be asserted on the basis of the cause of the damage. Claims for damages not asserted within this time limit are excluded. The assertion of a claim for damages due to personal injury and due to intentional or grossly negligent breaches of duty remain unaffected thereby.

The Customer shall be further obligated to immediately give NürnbergMesse the chance either itself to make or have its authorised representatives make all necessary determinations as to the cause of the damage, the progression of the damage, and the amount of the damage. Damage costs incurred by reason of the fact that the Customer did not fulfil its foregoing obligations or not immediately shall be at the Customer's expense.



#### 12. Special provisions for rented objects

- 12.1 Rented objects are the property of NürnbergMesse or the engaged Service Partner. The Customer must use rented objects in a careful manner, fulfil all the obligations associated with the possession, use, and receipt of the rented object, and follow the maintenance, care, and use instructions.
- 12.2 Unless otherwise agreed, the rental period begins upon the transfer of the rented objects to the Customer. The rental period ends upon retrieval by the lessor (even if the lessee has already departed the stand), but at the latest upon the official end of the event, unless otherwise agreed.
- 12.3 Rented objects shall be made available to the Customer only for the agreed purpose and for the duration of the rental period. NürnbergMesse shall be liable for the functional condition of rented equipment only at the time of acceptance by the Customer. Any liability of NürnbergMesse resulting from faults or failures of the equipment, including accessories, during rental use is excluded. Insofar as the defects in question were not expressly objected to upon acceptance by the Customer, the Customer shall neither be released from payment of the rent price nor entitled to reduce the rent price.

The Customer shall be obligated to keep the rented objects in its direct possession and only to use them at the agreed places of use. Subletting of rental objects is not permitted. The Customer shall be required to examine the equipment expertly upon receiving it. The equipment shall be considered to have been taken over in perfect condition insofar as any defects were not objected to immediately upon acceptance.

- 12.4 The Customer assumes unlimited liability for rented objects, including accessories, during the rental period. The Customer shall be liable for loss or damage of any kind, regardless of whether it came about intentionally or unintentionally. This applies to transport damage, water damage, heat damage, fire damage, or accidental damage, as well as damage caused by careless or improper use of the rented object. In any case, NürnbergMesse or the Service Partner engaged by NürnbergMesse must be informed immediately of all defects in equipment or accessory parts and losses occurring during the rental period. By taking back the equipment, NürnbergMesse or the engaged Service Partner does not explicitly confirm that it was returned free of defects. NürnbergMesse reserves the right to examine the equipment thoroughly within an appropriate period of time, depending on the scope of the order, up to one month after stock receipt.
- 12.5 Rented objects must be made available by the Customer, ready to retrieve and accessible, at the exhibition stand or at an agreed place after the end of the rental period. An early return of rented objects shall cause the end of the rental relationship. Any extra costs incurred as a result of an early return must be borne by the Customer.
- 12.6 The rental objects offered by NürnbergMesse are not insured. The Customer's liability for damage and loss of the objects made available to it shall begin upon the transfer of the objects. It is recommended to the Customer that it take out exhibition insurance.
- 12.7 If the rented objects are lost, the Customer shall be required to pay NürnbergMesse the replacement value of the affected rented objects in addition to the agreed rent. If the rented objects are damaged, the Customer shall bear the repair costs up to the replacement value if a repair is not possible or economical. The Customer also undertakes to pay compensation in the amount of the agreed daily rental fee for each day when the affected rented equipment is not available during the period of repair or replacement of the rented equipment to be borne by it.

#### 13. Special provisions for purchased objects

- 13.1 NürnbergMesse reserves ownership of the purchased object until all its claims under the business relationship with the Customer have been satisfied.
- 13.2 As long as the reservation of ownership of NürnbergMesse according to No. 13.1 remains in effect, NürnbergMesse shall be entitled to repossess the purchased object within a reasonable time limit if the



Customer is in breach of contract, particularly default of payment; the Customer shall then be required to return the purchased object. The repossession of the purchased object by NürnbergMesse or seizure of the purchased object shall always also entail rescission of the contract. The Customer shall be obligated to inform NürnbergMesse immediately in writing if the purchased object is seized or other claims related to the purchased object are asserted by third parties, particularly so that an action pursuant to Section 771 Code of Civil Procedure (*Zivilprozessordnung*, "ZPO") can be brought successfully. Insofar as the third party is not able to reimburse NürnbergMesse for the judicial and extrajudicial costs of an action pursuant to Section 771 ZPO, the Customer shall be liable for the loss incurred.

#### 14. Data protection

14.1 Personal data will be processed by NürnbergMesse GmbH as the controller within the meaning of data protection law, and where applicable by its Service Partners, with due regard to the data protection regulations applicable to the support and information provided to customers and interested parties and the performance of the offered services (legal basis: Art. 6 para. 1 lit. b EU GDPR).

In accordance with the principle of data minimisation and data avoidance, only that data which is absolutely necessary for the aforementioned purposes will be processed. Personal data will of course be treated as confidential and protected as best as possible by means of appropriate security measures. Only authorised persons engaged in providing technical, commercial, and customer administration support will have access to your data. Naturally, appropriate job processing agreements have been concluded to the extent legally required.

Personal data will be retained until the contractual relationship with NürnbergMesse GmbH is terminated and also until the data are no longer needed for other legal reasons (e.g. due to statutory retention periods).

Every third-party customer has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfilment of the legal conditions, information, rectification, erasure, or restricted processing, object to the processing, or assert its right to data portability.

NürnbergMesse GmbH or its data protection officer will be glad to answer any questions on this subject. You can find additional information on the subject of data protection, particularly including the relevant contacts, at nuernbergmesse.de/datenschutz.

#### 15. Limitation of set-off / right of retention

15.1 A set-off with counterclaims of the Customer shall only be permitted if the claims in question are acknowledged, undisputed, legally enforceable, or ready for judgment. The Customer's right of set-off shall remain in effect without limitation if its set-off claim is synallagmatically linked with the principal claim.

The Customer shall be authorised to exercise a right of retention only insofar as its counterclaim is based on the same contractual relationship.

15.2 NürnbergMesse shall be entitled to credit payments of the Customer first to the oldest due claim. If costs and interest have already been incurred, NürnbergMesse shall be entitled to credit the payment first to costs, then to interest, and finally to the principal claim (Section 367 German Civil Code (*Bürgerliches Gesetzbuch*, "BGB"). A payment shall only be deemed to have been made when NürnbergMesse can dispose of the amount in question.



#### 16. Service centre

In the event of a service disruption, Exhibitor Service is available at the telephone number +49 9 11 86 06-88 55.

#### 17. Place of performance, place of jurisdiction

The place of performance is Nuremberg. The same applies for the place of jurisdiction if the Customer is a commercial trader or legal entity under public law or if it has no general place of jurisdiction in Germany. NürnbergMesse GmbH shall also be entitled to bring an action against the Customer at its general place of jurisdiction.

#### 18. Severability clause

If individual provisions of the present Service Conditions are invalid or void in full or in part or if they become invalid or void in full or in part as a result of a change of law or a ruling by the highest court or some other reason, or if the present Service Conditions have gaps, the parties agree that the other provisions of the present Service Conditions shall remain unaffected thereby and valid. In this case, the parties undertake to reach an agreement in good faith to replace the invalid provision with a valid provision that embodies the sense and purpose of the invalid provision as much as possible and which can be assumed to have been agreed by the parties at the time of entering into the contract if they had known about or foreseen the invalidity or voidance. The same shall apply accordingly if the present Service Conditions should have a gap. In the event of contradictions between the English version and the German version of the Service Conditions, the German version alone shall be determining.



#### **Special Part (Special Service Conditions)**

#### 1. Ceiling suspensions / rigging in Halls

- 1.1 An order must be placed by the Customer no later than 45 days before the official start of set-up for the respective trade fair, exhibition, or event.
- 1.2 An express surcharge will be charged for short-notice orders. The amount of the surcharge to be charged in every case is stated in the overview "Fees and Surcharges".

If the order is received less than 45 days before the official start of set-up and if NürnbergMesse accepts the order, it shall assume no guarantee for the proper and timely provision of the service. If in such cases NürnbergMesse does not provide the services or not on time or defectively, the Customer shall be entitled to rescind the contract for ceiling suspensions or reduce the agreed remuneration only if the legal preconditions are met. Further claims to damages or reimbursement of expenses are excluded unless the short notice of the order was not one of the causes for the non-performance or defective performance. Liability for intentional or grossly negligent breaches of duty on the part of NürnbergMesse or its vicarious agents and liability for culpable loss of life, bodily injury, or damage to health remain unaffected. If the Customer wants changes of services which NürnbergMesse has already provided or begun to provide, NürnbergMesse shall be entitled, insofar as it undertakes to carry out the changes, to charge the actually incurred extra cost for each change.

- 1.3 For safety reasons, ceiling suspensions may only be installed by the Service Partner of NürnbergMesse. A contractual penalty shall be due if the Customer violates this rule culpably. The amount of the contractual penalty is stated in the overview "Fees and Surcharges". The assertion of further damages remains unaffected.
- 1.4 Cancellation provisions differing from No. 8.2 of the General Part apply in these cases. The corresponding time limits and the amount of cancellation costs are stated in the overview "Fees and Surcharges".

#### 2. Work platforms

- 2.1 The equipment may only be operated by trained persons of at least 18 years of age, as a general rule. The operating instructions and the accident prevention regulations of the employer's liability insurance association must be followed without exception. The operator or driver must have proved his qualification (per DGUV Principle 308-008) to the engaged contractor and have been explicitly engaged by the latter in writing.
- 2.2 NürnbergMesse shall not be liable for personal injuries or property damage caused by or during the operation of the equipment (see No. 9.1 of the General Part), as a general rule. The same shall apply if the traffic regulations are violated.
- 2.3 The relevant Occupational Health and Safety Regulations ("BBG"), particularly DGUV-R 100-500, must be observed when operating lifting platforms.
- 2.4 Any movement of machinery or equipment to a different operating site than indicated, particularly outside of the Nuremberg Exhibition Centre, is not permitted.
- 2.5 Only work platforms of SPIE SAG GmbH may be used on the premises of NürnbergMesse!
- 2.6 The transfer of work platforms or work equipment is strictly prohibited without exception. When standing still, the equipment must be protected against use by unauthorised persons and against damage of any kind.
- 2.7 The Customer is liable for all damage occurring during or because of the operation of the equipment and must indemnify NürnbergMesse from any third-party claims for damages. It undertakes to use the equipment



properly, carefully, and in accordance with the operating instructions and to position the equipment in such a way that no damage occurs to and from the machine.

- 2.8 The machine must be adequately protected and covered, especially when painting work, concrete work, welding work, or cleaning work is being performed. The use of the machine for sandblasting work is generally prohibited. Any damage of any kind must be reported to NürnbergMesse immediately. Any repair and cleaning costs incurred will be charged to the Customer. The machine is rented only for work in indoor areas.
- 2.9 Working on and attaching fastenings to the building structures of NürnbergMesse are not permitted.
- 2.10 The Customer shall be obligated to return the machine in the same good working order and ready-to-use condition as at the time of handover, also cleaned and filled with fuel or fully loaded. The equipment must be ready for collection next to the stand. If they cannot be collected, an additional rental day will be charged.
- 2.11 Vehicle registrations and deregistrations may only be done directly with SPIE SAG GmbH.
- 2.12 The Customer warrants that the machines will only be used for its own purposes for which they are intended and the stated limit values will not be exceeded. Attention must be given to the ground pressure limits at the place of use and if necessary, appropriate load distribution parameters must be met.

#### 3. Stand security

- 3.1 A Service Desk is in place to address any disturbances. The Security Control Unit can be reached at the following telephone numbers:
  - T +49 9 11 86 06-70 00
- 3.2 The minimum booking time for stand security is generally 5 consecutive hours.
- 3.3 Private security service (stand security) requires an official permit pursuant to Section 34a Trade Regulation Code (*Gewerbeordnung*, GewO).
- 3.4 If keys are required for the proper performance of the stand security service, they must be provided by the Customer to the Service Partner performing the service in good time and at no cost.

Within the scope of No. 10 of the General Part, NürnbergMesse shall be liable for lost keys and for damage to keys caused by the service personnel of the Service Partner intentionally or by gross negligence. The Customer shall tell the Service Partner the telephone numbers that can be called, also at night, if the property is endangered. The Service Partner must be promptly informed of changes to these telephone numbers. The Customer shall specify the order of notifications.

The term "key" used herein also refers to any other object used to open and lock a mechanism that serves the purpose of granting selected persons access to certain areas and denying access to other persons.

- 3.5 For safety reasons, stand security may only be provided by the Service Partner of NürnbergMesse. A contractual penalty shall be due for every instance of culpable violation of this rule by the Customer. The amount of the contractual penalty is stated in the overview "Fees and Surcharges". The assertion of further damages remains unaffected.
- 3.6 The Service Partner carries liability insurance In accordance with Section 14 Security Service Regulation (*Bewachungsverordnung*). The insurance contract is governed without limitation by the General Terms and Conditions of Liability Insurance ("AHB") and the Conditions for the Liability Insurance of Security Service Firms. Excluded from this insurance cover are particularly damage and losses that are not related to the actual security service, such as the fulfilment of the obligation to strew sand or salt on black ice, the operation



of sun protection devices, or the operation and maintenance of machinery, boilers, heating devices, electrical or similar systems. Liability for such damage and losses is excluded to the legally permissible extent insofar as not otherwise provided for in the present Service Conditions.

#### 4. Compressed air

4.1 If the order is received less than 21 days before the start of the event and if NürnbergMesse accepts the order, it shall assume no guarantee for the proper and timely provision of the service.

A surcharge on the agreed prices may be charged for fixed-price services that are not yet known at the official start of set-up or cannot yet be begun at this time due to incomplete or unusable order information. The amount of the surcharges is stated in the overview "Fees and Surcharges".

- 4.2 For safety reasons, compressed air connections may only be provided by the Service Partner of NürnbergMesse. A contractual penalty shall be due if the Customer violates this rule culpably. The amount of the contractual penalty is stated in the overview "Fees and Surcharges". The assertion of further damages remains unaffected. The contractual penalty shall be credited to any claims for damages.
- 4.3 If not used property, compressed air can be a dangerous medium and therefore safety precautions must be taken without exception when using it in order to prevent serious accidents.

#### 5. Electricity supply

- 5.1 If the order is received less than 14 days before the official start of set-up and if NürnbergMesse accepts the order, it shall assume no guarantee for the proper and timely provision of the service. If in such cases NürnbergMesse does not provide the services or not on time or defectively, the Customer shall be entitled to rescind the contract for electrical engineering services or reduce the agreed remuneration only if the legal preconditions are met. Further claims to damages or reimbursement of expenses are excluded unless the short notice of the order was not one of the causes for the non-performance or defective performance. Liability for intentional or grossly negligent breaches of duty on the part of NürnbergMesse or its vicarious agents and liability for culpable loss of life, bodily injury, or damage to health remain unaffected. If the Customer wants changes of services which NürnbergMesse has already provided or begun to provide, NürnbergMesse shall be entitled, insofar as it undertakes to carry out the changes, to charge the actually incurred extra cost for each change.
- 5.2 Independently opening the supply shafts is strictly forbidden! Connections from the supply network to the stand and the connection of lines and devices to available fire alarm systems may only be done by the Service Partner. The unauthorised connection of lines and devices to available fire alarm systems is not permitted and will trigger an alarm. A reminder fee or penalty shall be due if this rule is violated. The amount of the fee is stated in the overview "Fees and Surcharges". In addition, the causer shall bear the costs of the false alarm.

If the main connection is overloaded, the Service Partner shall be entitled to immediately shut it off. Special connections are required for electrical equipment that cannot be supplied from the basic network.

NürnbergMesse assumes no liability for the consequences of an electricity outage, voltage fluctuations, equipment damage, and false alarms. Technicians will be available for fault correction during the event. The telephone number for this service is stated in the "Overview of partners and service categories, attribution".

NürnbergMesse assumes no liability for damage caused by defective lines and devices to which it has no right of ownership.

#### 6. Internet and telecommunications



- If the Customer uses its own terminal equipment, it must fulfil the applicable legal requirements, including the 6.1 applicable EU Directives for Terminal Equipment and the CCITT Recommendations, particularly CCITT Recommendation i430. If the Customer does not observe the technical requirements and disturbances arise as a result, NürnbergMesse shall be particularly entitled to demand compensation from the Customer for the costs of disturbance analysis and fault correction. NürnbergMesse shall further be entitled to demand from the Customer that it immediately disconnect from the network any terminal equipment from which disturbances emanate. For Internet access, the network cards used in the Customer's PC must fulfil the Ethernet specifications (IEEE 802.3). Optionally ordered fixed IP addresses and/or access data will be sent to the Customer via e-mail. In no case may the Customer use other IP addresses than those provided to it by NürnbergMesse or modify the sub-net masks specified to it. If the Customer does not fulfil this obligation and if disturbances arise as a result, NürnbergMesse shall likewise be entitled to demand compensation from the Customer for the costs of disturbance analysis and fault correction. NürnbergMesse shall be further entitled to exclude from the LAN network those Customers who use other IP addresses than those assigned to them or other sub-net masks than those specified to them despite prior warning and demand compensation of the associated costs. NürnbergMesse expressly reserves the right to assert further damages. If disturbances arise in the Customer's PC that used other IP addresses than those assigned to it or modified the sub-net masks, NürnbergMesse shall attempt, at the request and risk of the Customer, to correct the fault at the prices of NürnbergMesse applicable during the event period. Correction of the fault cannot be guaranteed. At the request of the Customer, the Service Partner of NürnbergMesse shall configure the IT equipment, insofar as this is technically and operationally possible, at the risk of the Customer and according to the price lists applicable at the time of the event. NürnbergMesse assumes no warranty or liability for software installed by the Customer itself. The same shall apply if drivers or other software must be installed during the installation of IT equipment on the Customer's own equipment. This shall be done expressly at the risk of the Customer.
- 6.2 A Service Desk is in place for the event of a disturbance. The service centres can be reached at the following telephone numbers:

Communications products (Internet, telephone, WLAN): +49 9 11 86 06-40 00

The Service Desk can be reached during the following times: Three days before and during the event: Mon – Sun, holidays 08:00 to 19:00 or to the end of the event

6.3 If technical terminal equipment is lost or damaged at the scheduled disassembly date (see No. 9.7 of the present Special Part, Repossession), NürnbergMesse reserves the right to demand compensation from the Customer depending on the value category and charge such compensation to the Customer. The amount of compensation is stated in the overview "Fees and Surcharges".

The Customer shall be liable for the loss, damage or destruction of all communication equipment made available to it.

- 6.4 If NürnbergMesse is obligated to compensate the Customer for pecuniary losses in connection with the provision of telecommunications services and if such an obligation is not based on deliberate intent, the liability of NürnbergMesse shall be limited in accordance with Section 44a TKG. The liability of NürnbergMesse is governed by No. 9 of the General Part.
- 6.5 Hardware and technical devices brought by the Customer itself must be prepared in accordance with the current state of the art to permit operation with the TC connections of NürnbergMesse. The flawless and/or complete functionality of hardware brought by the Customer cannot be guaranteed. The Customer is solely responsible for the security and functionality of the data traffic of hardware and technical devices brought by the Customer.

The Customer is obligated to keep the user IDs and passwords assigned to it secret and must particularly ensure that they cannot be viewed by third parties. Unless expressly agreed otherwise, it is prohibited to

disclose user IDs and passwords to third parties and so enable the use of the information and communication services by a third party. The Customer is obligated to use the information and communication connection only by means of the proper use of the provided access possibilities (user ID, password or the like) and not to circumvent any access restrictions.

NÜRNBERG

The Customer's own hardware must be brought in appropriately prepared condition to ensure operation with NürnbergMesse's TC connections. One hundred percent functionality cannot be guaranteed by NürnbergMesse. The Customer itself is responsible for the security and functionality of data traffic from its own equipment.

The Customer is aware of the fact that unencrypted, wirelessly exchanged data can possibly be viewed by third parties.

The Customer uses the Internet at its own risk. Unless otherwise labelled, all content is external information within the meaning of Section 8 of the German Telemedia Act, for the retrieval of which the Customer is itself responsible. This applies particularly to any damage to its hardware or software, data loss or other damage attributable to the use of the Internet via the information and communications infrastructure, insofar as NürnbergMesse is not responsible for the event causing the damage, subject to the provisions of No. 9 of the General Part.

The Customer is responsible for the proper use of the information and communication connections using the user ID assigned to it. The Customer shall ensure that no prohibited or unlawful content is retrieved or stored or other actions are taken or tolerated that violate applicable regulations or the rights of third parties. If NürnbergMesse incurs expenses or losses as a result of inquiries of investigating authorities, requests for information or other government or private measures or claims related to the rented connection/ IP address, the Customer shall be obligated to compensate it for the damage caused and to be caused unless it proves that the information and communications connection assigned to it was used by third parties by no fault of its own.

NürnbergMesse reserves the right to block the information and communications connection without prior notice if the Customer or third parties violate provisions of this agreement or provisions of law using the user IDs and passwords assigned to it. The remuneration claims of NürnbergMesse are not affected thereby. The stated prices apply for the provision of services in single-storey trade fair stands. In the case of WLAN solutions in multi-storey trade fair stands, the service price only applies for an installation in the upper storey.

Reception-dampening stand structures and other radio sources in the halls can worsen the WLAN signal quality considerably. If this happens, the Customer shall not be entitled to demand a reduction or complete refund of fees. NürnbergMesse handles the coordination of the complete provision of services. The location of the main power connection is understood to be the point of transfer. The Customer is entitled to send a stand diagram to NürnbergMesse on which a different point of transfer is marked. Additional cable-laying work in the stand shall be billed individually.

6.6 Customer are permitted to set up a WLAN (Wireless Local Area Network) only after an express prior written registration with NürnbergMesse. A WLAN can lead to technical difficulties. The registration must be filed using the form "Registration for the operation of the customer's own WLAN" provided by NürnbergMesse. The Customer shall be liable for damage caused by the operation of an unregistered WLAN.

The equipment manufacturer's documentation must be consulted to determine whether the hardware used meets the aforementioned guidelines. It is absolutely required that the SSID be named after the Customer so that the WLAN networks can be attributed. The Customer undertakes to meet the following requirements. Contraventions may lead to claims for damages by the organizer or the affected nearby exhibitors. The WLAN hardware to be installed must meet the guidelines for wireless networks applicable in Europe. Whether the hardware used fulfils the aforementioned guidelines is indicated in the documentation provided by the equipment manufacturer.



It is strictly required that the SSID be named after the Customer in order to attribute the WLANs to them. In case of contraventions, NürnbergMesse shall be entitled to shut down the network for as long as this requirement is not met.

If NürnbergMesse finds interferences with existing networks belonging to NürnbergMesse, NürnbergMesse shall be entitled to demand that the **Customer** shut down the wireless network. This demand must be obeyed without exception.

Bisping & Bisping GmbH & Co. KG is the sole provider of a WLAN infrastructure for commercial use on the premises of NürnbergMesse.

For full-coverage WLAN service on the premises of NürnbergMesse, NürnbergMesse grants exclusive frequency use of the WLAN Standards IEEE 802.11b/g in the 2.4 GHz band and IEEE 802.11a/h in the 5 GHz band to Bisping & Bisping GmbH & Co. KG. For all other applications / WLAN networks and for the operation by Service Partners of NürnbergMesse and for the operation of the Customer's own wireless networks/ WLANs, only the channel assigned by NürnbergMesse in the 2.4 or 5 GHz band may be used on the entire exhibition hall premises.

NürnbergMesse reserves the right to refuse or not approve permits/ registrations for the Customer's own WLANs, depending on the number or spatial assignment in each hall.

Within the scope of quality assurance measures, both unregistered and unapproved WLAN networks and WLAN networks with overly strong transmission power will be identified and the operators will be notified. These networks can possibly still be registered after review or deactivated at the request of NürnbergMesse; there is no legal claim to a registration.

If an amicable solution is not possible, technical measures shall be taken against the operation of such unlawfully operated WLANs.

6.7 NürnbergMesse or its Service Partners shall repossess the terminal equipment at the latest on the last day of the disassembly period. The disassembly times are firmly defined for each event. If the Customer is not at the stand during the disassembly times, it must notify the Service Partner in text form at the latest on the last day of the trade fair in order to arrange another submission time. If the terminal equipment is not repossessed in exceptional cases, the Customer must return the still outstanding terminal equipment to the Service Partner against the issuance of a confirmation of receipt. In cases of doubt, the return must be proved by presenting the confirmation of receipt. If the Service Partner is not in possession of a confirmation of receipt, the Customer shall be liable for the equipment made available to it in accordance with 6.3 of the present Special Part.

In exceptional cases, appointments are to be arranged by calling the telephone numbers indicated in No. 6.2 of the present Special Part.

#### 7. Lead Tracking / Visitor registration at the trade fair stand

- 7.1 The Customer shall be liable for the loss or damage of devices until the time of receipted return. Any costs incurred shall be borne by the ordering party, plus an administrative fee. The amount of the administrative fee is stated in the overview "Fees and Surcharges".
- 7.2 In case of a disturbance, a User Help Desk is in place, reachable at the following telephone number:

Tel. +49 89 9 54 58 67 59 Mon – Fri from 8:30 a.m. to 5:00 p.m.



The User Help Desk can also be reached in person at the Service Point on the final set-up day and during the event. The location and service hours will be stated in the order confirmation.

7.3 The Customer guarantees that visitors' data transmitted to it will only be scanned with the visitors' consent and for the previously agreed purpose of personal data exchange. In the registration process, the Customer generally undertakes to uphold the individual's right of informational self-determination and to meet the legal (data protection) requirements of the given German federal state or country.

All visitor data shall be irrevocably erased no later than 30 days after the end of the event. NürnbergMesse assumes no liability for the loss of data.

In case of violations, NürnbergMesse reserves the right to deny admittance.

7.4 Cancellation provisions differing from No. 8.2 of the General Part apply in these cases. The corresponding time limits and the amount of cancellation costs are stated in the overview "Fees and Surcharges".

#### 8. Logistics

- 8.1 The trade fair forwarding fees apply to all services to be rendered by the trade fair's freight forwarder in the transport of trade fair goods to and from the trade fair for events held in the Nuremberg Exhibition Centre on behalf of the Customer. The fees are structured in accordance with the currently valid provisions, wages, and rate scales on the basis of a 5-day week. The rates are calculated on a net basis.
- 8.2 All orders subject to the freight forwarder's rate scale shall be governed by the General Terms and Conditions of German Freight Forwarders (ADSp), latest version. (German text: <u>Allgemeine Deutsche</u> <u>Spediteurbedingungen (ADSp)</u>)
- 8.3 The liability of NürnbergMesse ends with the delivery of the trade fair goods to the Customer's stand even if the Customer or its representative are not yet present. Your goods can be delivered to the labelled trade fair stand no earlier than on the first official set-up day.

Trade fair goods must be unloaded and loaded directly at the trade fair stand in the presence of a responsible, authorised person of the Customer.

The clear labelling of each package with the name and exact trade fair and stand designation of the Customer is an indispensable prerequisite for timely and reliable delivery. In the return shipment, NürnbergMesse's liability only begins with retrieval at the trade fair stand even if the shipping documents had already been previously submitted to the office of the trade fair and exhibition freight forwarder.

8.4 By order of the building supervision agency and the fire brigade, the storage of empty packaging in the exhibition stands is not permitted at any time during the event. NürnbergMesse will handle retrieval and storage upon receipt of an order. If empty packaging is still found in the exhibition halls and/or the loading yards after the end of the official set-up and disassembly period, it may be transported away by the trade fair freight forwarder at the instruction of NürnbergMesse, even if no order has been received from the Customer. The costs incurred in this case shall be charged to the Customer.

When placing such an order, separate reference must be made to the storage of any packaging with contents (loaded packaging).

8.5 Complaints must be lodged in writing with the office of the trade fair freight forwarder immediately after receipt of the goods; oral notifications do not suffice. Neither NürnbergMesse nor the freight forwarder may assume responsibility for orders or changes to orders that were communicated orally to the freight forwarder's personnel in the halls.



- 8.6 Direct deliveries from the EU to the trade fair stand must be addressed as follows: Customer name c/o event, hall/stand Exhibition Centre, 90471 Nuremberg.
- 8.7 Shipments from third countries transported by a courier service may be delivered by that courier service directly to the trade fair stand only if the shipments are customs-cleared and therefore approved for transport within the EU. If this is not the case, the shipments must be delivered to the responsible trade fair freight forwarder (see "Logistics" under "Overview of partners and service categories, attribution") and provided with instructions by the Customer (= recipient) for customs clearance and payment modalities before delivery to the trade fair stand.
- 8.8 Goods may be stored in both the set-up period and the disassembly period of the event only on the basis of a written order. To place such an order, the Customer must communicate with the trade fair freight forwarder in good time.

#### 9. Media technology

- 9.1 If the order is received less than 14 days before the official start of set-up and if NürnbergMesse accepts the order, it shall assume no guarantee for the proper and timely provision of service. If in such cases NürnbergMesse does not provide the services or not on time or defectively, the Customer shall be entitled to rescind the contract for media technology or reduce the agreed remuneration only if the legal preconditions are met. Further claims to damages or reimbursement of expenses are excluded unless the short notice of the order was not one of the causes for the non-performance or defective performance. Liability for intentional or grossly negligent breaches of duty on the part of NürnbergMesse or its vicarious agents and liability for culpable loss of life, bodily injury, or damage to health remain unaffected. If the Customer wants changes of services which NürnbergMesse has already provided or begun to provide, NürnbergMesse shall be entitled, insofar as it undertakes to carry out the changes, to charge the actually incurred extra cost for each change.
- 9.2 Cancellation provisions differing from No. 8.2 of the General Part apply in these cases. The amount of cancellation costs is stated in the overview "Fees and Surcharges".
- 9.3 Assembly includes
  - unpacking/packing the equipment
  - all assembly/consumables required for wall mounting or stand mounting
  - tools
  - ready-to-use connection to a power source
  - a brief functional check of the equipment
  - storage of the packaging material.

Dismantling and collection at the end of the event are included. Devices for mounting on trusses do not include the trusses or the required suspension points.

#### **10. Rented furniture**

10.1 In the case of events for which NürnbergMesse handles transport without charging freight forwarding costs, delivery shall be done by consolidated transport at the date specified by NürnbergMesse. NürnbergMesse promises delivery before the start of the event. The Customer must assume the costs of deliveries at other dates.



Otherwise, delivery shall be done at the agreed date. Delivery deadlines shall be binding only with a written agreement. If no specific date has been agreed, the delivery shall be done before the start of the event.

If the trade fair stand is not staffed upon delivery, the rented objects shall be deemed to have been properly transferred when the rented objects are left at the trade fair stand. The Customer shall bear the risk of loss or damage of the rented objects from this time onward. NürnbergMesse shall not be obligated to verify the authorisation of the persons encountered upon the delivery of rented objects. If delivery or pick-up of the rented objects is prevented by culpable conduct of the Customer, NürnbergMesse shall be entitled to additionally charge the costs incurred.

If the delivery is not done within a period of time specified in writing and a reasonable extension is not met by NürnbergMesse, the Customer shall be entitled to rescind the contract. Any claims for damages shall be limited to intentional or grossly negligent actions of NürnbergMesse. If the delivery is to be handled by NürnbergMesse, NürnbergMesse shall not be responsible for not meeting the agreed time limits and dates in cases of disruptions caused by force majeure that make it significantly more difficult or impossible to make the delivery. The transport shall be subject to the currently valid freight forwarding rates for trade fairs and exhibitions in Nuremberg. (German version: Speditionstarif für Messen und Ausstellungen in Nürnberg)

If the delivery is handled by a third party, the transfer of risk shall occur already upon the transfer of the rented objects to the third party. In exceptional cases, NürnbergMesse may deliver items of the same or higher quality at the price of the originally ordered goods.

- 10.2 Customers who pick up the goods themselves are reminded that the rented objects may only be transported in suitable, enclosed motor vehicles.
- 10.3 The Customer shall be obligated to immediately inspect the rented objects to verify that they are in good order and that the delivery is complete.

By accepting the goods, the Customer confirms non-defective performance of the service. Any complaints on the part of the Customer regarding non-contractual services must be lodged with NürnbergMesse within 24 hours. Later objections shall be groundless.

The Customer is aware of the fact that the rented objects have been used multiple times in the past and are not always as good as new. Customary signs of wear are not grounds for a complaint.

Properly lodged and reasoned complaints shall be accommodated by means of price reduction, rectification, exchange, or taking back of the goods in exchange for a refund of the rental price. Further claims of the Customer are excluded to the legally permissible extent.

All dimensions quoted by NürnbergMesse are approximate dimensions. NürnbergMesse reserves the right to make alterations in form, dimensions, and colour to the extent that they are reasonably acceptable to the Customer.

The Customer must give NürnbergMesse an opportunity to correct the complaint or have it examined by an expert.

Carpet: Minor, particularly customary deviations (DIN Standard) in quality, colour, design, length, width, equipment, weight, or processing do not entitle the Customer to lodge a complaint.

10.4 The rented objects shall be due for retrieval from the Customer and must be made accessible after the end of the event and shall be retrieved by NürnbergMesse as quickly as possible.

The Customer shall be obligated to protect the rented objects against loss and damage for no longer than 24 hours after the end of the event. If the rented objects are not returned in due time, NürnbergMesse may



demand additional rent as compensation during the time when the rented objects are withheld. A further claim for damages is not excluded.

Extra costs incurred as a result of the premature return of rented objects must be borne by the Customer.

In addition to the rent price, the respectively applicable freight forwarding cost rates shall be charged for the delivery and retrieval of the rented objects. NürnbergMesse reserves the right to deliver only against prepayment. In case of payment default, NürnbergMesse reserves the right to refuse delivery or retrieve already delivered rented objects prematurely. The transport shall be subject to the currently valid freight forwarding rates for trade fairs and exhibitions in Nuremberg. (German version: <u>Speditionstarif für Messen und Ausstellungen in Nürnberg</u>).

#### 11. Furniture sets

- 11.1 In the case of events for which NürnbergMesse handles transport without charging freight forwarding costs, delivery shall be done by consolidated transport at the date specified by NürnbergMesse. Delivery deadlines shall be binding only with a prior written agreement. If no specific date has been agreed, the delivery shall be done before the start of the event. The Customer must assume the costs of deliveries at other dates.
- 11.2 If the delivery is not done within a period of time specified in writing and a reasonable extension is not met by us, the Customer shall be entitled to rescind the contract. Any claims for damages shall be limited to intentional or grossly negligent actions of NürnbergMesse. If the delivery is to be handled by NürnbergMesse, NürnbergMesse shall not be responsible for not meeting the agreed time limits and dates in cases of disruptions caused by force majeure that make it significantly more difficult or impossible to make the delivery.

If the delivery is handled by a third party, the transfer of risk shall occur already upon the transfer of the rented objects to the third party.

In exceptional cases, NürnbergMesse may deliver items of the same or higher quality at the price of the originally ordered goods.

- 11.3 Customers who pick up the goods themselves are reminded that the rented objects may only be transported in suitable, enclosed motor vehicles.
- 11.4 NürnbergMesse reserves the right to delivery only against prepayment. In case of payment default, NürnbergMesse reserves the right to refuse delivery or retrieve already delivered rented objects prematurely.

#### 12. Personnel

12.1 Contrary to No. 1 of the General Part, the services shall be provided by the Service Partners Business & Service Brigitte Schmedding GmbH and Lorenz Personal GmbH & Co. KG as well as POWER PERSONEN-OBJEKT-WERKSCHUTZ GMBH in their own name and for their own account. Explicit reference is made to the respectively valid conditions of Business & Service Brigitte Schmedding GmbH and Lorenz Personal GmbH & Co. KG. (German texts: <u>Bedingungen der Business & Service Brigitte Schmedding GmbH</u> / <u>Bedingungen der Lorenz Personal GmbH & Co. KG</u> / <u>Bedingungen der POWER PERSONEN-OBJEKT-WERKSCHUTZ GMBH</u>)

#### 13. Stand cleaning and waste disposal

13.1 Exhibits, particularly fragile objects and unique specimens, are generally excluded from cleaning by NürnbergMesse. The agreed cleaning of exhibits at the Customer's request shall only be done at the instruction and in the presence of an employee of the Customer. Any liability of NürnbergMesse for damage to such objects occurring during the cleaning work is excluded.



The cleaned trade fair stand must be accepted by the Customer no later than one hour before the start of the trade fair and immediately after final cleaning so that NürnbergMesse will be able to rectify any cleaning deficiencies pointed out in a reasoned complaint.

If the trade fair stand is guarded by the security service, the Customer must inform the security personnel before the cleaning work to be performed by NürnbergMesse.

13.2 No liability is assumed for defects and damage resulting from the Customer's failure to tell NürnbergMesse important information about the type and nature of the surfaces and objects to be cleaned.

A complaint shall be unjustified if the ordered cleaning service was indeed performed, but the result could have been better. NürnbergMesse can assume no guarantee that all stubborn stains, dirt, and yellowing, etc., can be completely eliminated or removed.

The defect must be notified by telephone immediately and in writing no later than the next day to the performing Service Partner. Objections shall be resolved only by rectification.

13.3 The Customer must arrange the surfaces to be cleaned in such a way that the cleaning personnel can work without hindrance. It must particularly ensure that the areas and surfaces to be cleaned are sufficiently accessible. The Customer shall not be entitled to lodge a complaint or reduce payment if NürnbergMesse cannot perform the cleaning work or not completely due to a breach of the aforementioned obligation.

If the cleaning of shelves or furniture has been agreed as part of the service to be performed, only cleared and freely accessible surfaces up to a height of 1.60 m (horizontal surfaces) or 2.00 m (vertical surfaces) will be cleaned.

If the parties have agreed the cleaning of window surfaces, the Customer shall be obligated to leave the windows open and accessible and without obstruction by flowers or other objects. If NürnbergMesse is required to tidy or clear windowsills, furniture, or shelves, NürnbergMesse shall be entitled to charge this work separately.

The Customer must provide an electricity connection within the stand. If the stand as a whole (no compartments) can be locked, the key must be given to the performing Service Partner.

13.4 The calculation basis for cleaning work is the entire floor area from wall to wall. If the stand has two stories, the floor area of the second level shall be included additionally. The coverage of floor area shall not justify a price reduction as this is already calculated into the pricing.

Different measures of floor area are not permitted except in the case of closable rooms in the stand (e.g., meeting rooms). The Customer must inform the performing Service Partner of any surfaces not to be cleaned by appropriate means, such as a brief tour of the stand. However, if the surface is freely accessible (e.g., under tables or behind counters), this shall not be sufficient grounds to reduce the floor area.

Unless indicated otherwise, the stated prices do not include costs for any lifting platforms, scaffolding, or other special devices or equipment needed to perform the cleaning work, which shall be provided by the Customer or charged separately by NürnbergMesse if necessary. Work that can be performed using ladders up to four meters high is included in the price.



13.5 NürnbergMesse assumes no guarantee for the cleaning of floor coverings, fixed and loosely laid carpets, upholstered furniture, and comparable objects or materials.

The Customer is aware of the fact that risks are associated with the cleaning of carpets and comparable objects or materials (e.g., discoloration, warping, separation from the floor surface, etc.).

NürnbergMesse makes no guarantee for the cleaning of Plexiglas, normal glass surfaces, and solar and photovoltaic systems. The Customer is aware of the fact that light scratching cannot be prevented when cleaning Plexiglas due to the soft consistency of the material, regardless of the cleaning method used. Therefore, light scratching of the Plexiglass surface does not constitute a defect. The Customer is aware of the fact that light, fine scratches can occur and cannot be prevented when cleaning normal glass surfaces (also window cleaning) for which a glass plane is supposed to be used (fading of glass panes) due to the consistency of the material and due to existing stains, regardless of the cleaning method used. Therefore, light scratching of the glass surface does not constitute a defect. The Customer explicitly authorises NürnbergMesse to clean with a glass plane if this is necessary in the latter's judgment. Any and all damage caused by the use of a glass plane is excluded from liability. With regard to the cleaning of the system after cleaning. To this extent, the Customer must itself ensure or find out the extent to which it is permitted or possible to clean such systems according to the manufacturer's instructions. The Customer is aware of the fact that surface scratching cannot be prevented when cleaning single-pane safety glass due to the consistency of the material, regardless of the cleaning method used.

Therefore, light scratching of the surface does not constitute a defect. NürnbergMesse assumes no guarantee that the performance and/or efficiency of such systems will be preserved or enhanced as a result of cleaning.

The aforementioned liability and guarantee exclusions are expressly not applicable in cases of intent and/or gross negligence on the part of NürnbergMesse and its Service Partners or their employees. The Customer bears the burden of proof in such cases.

13.6 Every Customer is itself responsible for the disposal of waste generated in its trade fair stand.

Attention! Any disposal of waste in the waste containers or other facilities of the Nuremberg Exhibition Centre is expressly prohibited. Only personnel authorised by NürnbergMesse are permitted to fill the waste containers in the loading yards!

Waste sacks will be distributed to the stands during the event to dispose of the waste customarily generated at the stand. The filled waste sacks must be left at the stand boundary by no later than 8:00 p.m. every evening. Information on costs for the disposal service will be provided in the terms and conditions of participation for the respective event. Disposal of production waste must be ordered in the same way as the disposal of waste generated during set-up and disassembly.

Any waste of the Customer, its customers, and other representatives that is still present on the premises of NürnbergMesse GmbH after the specified set-up and disassembly times without disposal having been ordered shall be disposed of as mixed waste and a separate administrative fee will charge additionally. Any waste present in the Customer's stand after the specified set-up period shall also be deemed to be the Customer's waste. The same applies for adhesive tape or remnants of adhesive tape that have not yet been removed from the hall floors at the expiration of the specified disassembly period.

#### 14. Trade fair marketing

14.1 The deadlines for the transmittal of data are stated in the respective order confirmation. The Customer is responsible for the timely delivery of data. If the data are not delivered on time, NürnbergMesse may refuse the advertising order. NürnbergMesse shall be liable for on-time, quality-assured performance only if the Customer has properly fulfilled its contractual obligations, particularly the obligation of timely submission of



data. The Customer alone is responsible for the content of the advertising and any loss or damage resulting from it. The Customer bears responsibility for the content and the legal permissibility of the images and texts submitted for the advertisements. The Customer guarantees that advertising measures contracted by it and produced on the basis of the specified data and documents will not infringe third-party intellectual property rights. The Customer shall be obligated to immediately inform NürnbergMesse if it identifies an infringement of third-party rights or has indications to this effect. NürnbergMesse shall not be obligated to check whether the data or documents provided by the Customer for the provision of the service infringe or could infringe third-party intellectual property rights. NürnbergMesse makes no guarantee for the absence of third-party claims unless the data or documents in question were made available by NürnbergMesse itself.

- 14.2 NürnbergMesse reserves the right to refuse advertising orders even after contract formation for uniform, objectively justifiable reasons due to the content, origin, or technical form or end the advertising measure if its content, at the dutiful discretion of NürnbergMesse,
  - violates laws or government regulations,

or

• is offensive to standards of public decency or has been the subject of a complaint procedure conducted by the German Advertising Council or if NürnbergMesse cannot reasonably be expected to publish the content.

In this context, NürnbergMesse considers both the overall content and the visual appearance of the advertising measures from the standpoint of qualitative and aesthetic considerations. The refusal of an advertising order shall be notified to the Customer immediately.

The refusal of an advertising order for the reasons stated above shall have no effect on NürnbergMesse's claim to remuneration for services already rendered. NürnbergMesse reserves the right to assert claims for damages. If the Customer breaches its obligations according to No. 15.1 of the present Special Conditions, it undertakes to indemnify NürnbergMesse from any and all third-party claims for damages immediately, to compensate NürnbergMesse for all losses arising from the infringement of intellectual property rights, and to make advance payments on this account if so requested by NürnbergMesse.

The indemnification obligation particularly also includes the Customer's obligation to indemnify NürnbergMesse from all necessary legal defence costs. The Customer undertakes to assist NürnbergMesse in its legal defence against third parties with information and documents to the best of its ability.

- 14.3 The Customer is obligated to immediately inspect the services of NürnbergMesse and immediately notify it of any defects. If despite careful inspection a defect becomes apparent only at a later time, it must be notified as soon as the Customer becomes aware of it. In any case, notifications of identifiable defects must have been received by NürnbergMesse by no later than the last trade fair day of the event. Notifications of defects must be made in writing. If the notification of defects is made too late, any warranty claims shall be forfeited in their entirety. The same applies if the defect resulted from modifications made by the Customer itself or if the Customer makes it difficult for NürnbergMesse to ascertain the defects.
- 14.4 NürnbergMesse guarantees that the reproduction of the advertisement or ad banner will meet the customary technical standard during the agreed period of time. The guarantee does not apply to insignificant errors.

If the advertisement or logo is defective, the Customer shall be entitled to a reduction of payment, but only in the extent to which the purpose of the advertisement or logo was impaired. Further guarantee claims are excluded. If the advertisement fails to appear for a considerable period of time (more than 10 percent of the booked online time) in the context of a fixed-time booking, the Customer's payment obligation shall cease to apply for the time of the outage. Further guarantee claims are excluded.



If the advertisement or banner is defective, the Customer shall be entitled to a reduction of payment or a flawless replacement advertisement, but only in the extent to which the purpose of the advertisement or banner was impaired. If the replacement advertisement fails or is unacceptable to the Customer, the Customer shall be entitled to a reduction of payment or in the case of considerable defects, to cancel the order if the legal conditions are met. The limitation period for all guarantee claims is one year. It begins with acceptance of the order or if acceptance is excluded due to the nature of the service, after the end of the event.

14.5 On-site advertising possibilities (hereinafter: advertising measures) require permission and payment of costs if they are conducted on the event premises outside of the rented stand areas. They are permitted on the event premises outside of the rented stand areas only for registered Customers of the event in question provide that the Customer had previously received a written order confirmation for the intended advertising measures from NürnbergMesse.

Unpermitted or impermissible advertising measures outside of the Customer's own rented stand areas shall be removed and seized by NürnbergMesse or its vicarious agents at the Customer's expense. All advertising spaces are assigned in the temporal order of receipt of the written orders. The minimum order quantity (if any) must be considered in the order.

The Customer has no claim to a certain advertising space. If the ordered advertising space is already occupied, the Customer shall be allotted the next possible free advertising space at the discretion of NürnbergMesse. If the Customer requests the return delivery of the provided advertisements no later than 14 days before the start of the event, the return delivery shall be done from the place of use at the cost and risk of the Customer.

In the case of contiguous events, the Customer shall be obligated to remove the provided advertisements at its own cost by no later than 6:00 a.m. of the day following the end of the event. NürnbergMesse shall inform the Customer of any conflicting event in good time.

#### 15. Complete stand packages

- 15.1 Surcharges shall be charged on orders received 21 days or less before the start of the event and for incomplete documents. The amount of the surcharges is stated in the overview "Fees and Surcharges".
- 15.2 The price includes delivery, assembly, and disassembly. Service reductions desired by the Customer cannot be included in the square meter price for rental and exhibition stands. Unless otherwise indicated, all stated items shall only be made available on a rental basis.
- 15.3 The Customer shall be liable for damage caused by improper treatment of walls and panels caused by screws, nails, or the use of aggressive adhesive agents, for example.
- 15.4 If the Customer cancels the order for rental exhibition stands and/or other services, a cancellation fee shall be payable, depending on the order value. The amount of the fees is stated in the overview "Fees and Surcharges".

#### 16. Custom stand construction

- 16.1 The price includes delivery, assembly, and disassembly. Service reductions desired by the Customer cannot be included in the square meter price for rental and exhibition stands.
- 16.2 Unless otherwise indicated, all stated items shall only be made available on a rental basis.
- 16.3 The Customer shall be liable for damage caused by improper treatment of walls and panels caused by screws, nails, or the use of aggressive adhesive agents, for example.



- 16.4 Missing and damaged rental goods shall be charged at replacement prices. The Customer's liability begins with delivery and ends with retrieval by NürnbergMesse (even if the Customer has already departed the stand), but no longer than up to 24 hours after the close of the trade fair. The rented objects are not insured. It is recommended to the Customer that it take out exhibition insurance!
- 16.5 The Customer may rescind a duly placed order only up to 21 calendar days before the start of the event.

#### 17. Water and waste water connection

- 17.1 A water and waste water connection may only be provided if such a connection is available in the rented stand area, as a general rule. The connections are shown in the hall layout extract (part of the stand area confirmation). Even if the Customer receives the invoice or order confirmation from NürnbergMesse, it may possibly also receive a separate invoice or order confirmation directly from the Service Partner for special services that are not listed as catalogue services in the (online) order form.
- 17.2 The stand diagram in which the desired connection points are shown must be transmitted by the Customer along with the order or submitted subsequently no later than 21 days before the start of the event. The Customer shall receive a hall layout extract showing the position of the water and waste water connection. The connection points for equipment may be located directly beside the water and waste water connection. The Service Partners shall endeavour also to install different connection points requested by the Customer. There is no entitlement to installation at the desired point because the practicability depends on the stand construction. If the Customer would like a different connection point, if possible, such as one at a distance from the water and waste water connection, it must plan and execute the stand construction in such a way that the water and waste water lines can be covered, protected, and safely laid.
- 17.3 For safety reasons, the shaft connection and connection of terminal equipment (e.g., wash basin, washing machines, etc.) may only be performed by the Service Partner of NürnbergMesse. The independent opening of connections, the opening and withdrawal of water from the supply shafts, the tapping of existing lines, the connection of third-party adjacent stands, and the independent connection of terminal equipment are prohibited. A contractual penalty shall be due if the Customer violates this rule culpably. The amount of the contractual penalty is stated in the overview "Fees and Surcharges". The assertion of further damages remains unaffected.
- 17.4 Shut-off valves (ball valves) must be closed before leaving the stand. The cost of damage resulting from unclosed valves shall be borne by the Customer. In any case, water hoses of any and all kinds are not permitted in the installation. If the exhibitor uses its own materials, it must consult with the performing Service Partner.
- 17.5 The rented equipment may be transferred and connected only during the official set-up phase; the same applies for the connection of the Customer's own terminal equipment, which may likewise only be performed by the Service Partners of NürnbergMesse. For that reason, the Customer must contact the responsible Service Partner and request the services by no later than 12:00 p.m. of the last set-up day. If the service request is not submitted in time, the timely performance of the services and timely transfer cannot be guaranteed.
- 17.6 Water inflow and outflow supplies, shut-off valves, spigots, wash basins, dishwashing machines, and other facilities shall only be made available to the Customer **on a rental basis**. The Customer is responsible for returning the rented equipment and facilities. Rented equipment and facilities may only be deinstalled by the responsible Service Partner of NürnbergMesse. Deinstallation and retrieval shall be done at the close of the last day of the event or by the close of the last disassembly day. Rented equipment and facilities may not be left behind by the Customer without returning them to the responsible Service Partner. If the Customer wishes to depart the stand early, it must contact the responsible Service Partner to arrange a return date no later than 7 days before the start of the event. Wash basins must be cleaned before returning them. If the wash basins



are not clean when they are returned, the Service Partner may charge a flat-rate cleaning fee. The amount of the flat-rate cleaning fee is stated in the overview "Fees and Surcharges".

17.7 An express surcharge will be charged for short-notice orders. The amount of the surcharges is stated in the overview "Fees and Surcharges". If diagrams are not submitted, a late fee shall be charged in accordance with the overview "Fees and Surcharges".

If the order is received less than 21 days before the start of the event and if NürnbergMesse accepts the order, it shall assume no guarantee for the proper and timely provision of the service.

#### 18. Insurance

18.1 Contrary to No. 1 of the General Part, the services shall be provided by the Service Partner deas Deutsche Assekuranzmakler GmbH in its own name and for its own account. Explicit reference is made to the valid conditions of deas Deutsche Assekuranzmakler GmbH. (German text: <u>Bedingungen der deas Deutsche</u> <u>Assekuranzmakler GmbH</u>)

#### 19. Catering

19.1 The Customer's order using the preprinted form Stand Catering and the preprinted form Conferences/ Meetings constitutes a legally binding offer. The company Lehrieder Catering-Party-Service GmbH & Co. KG may accept this offer up to 14 days from the offer date.

A late confirmation or a confirmation differing from the offer by the company Lehrieder Catering-Party-Service GmbH & Co. KG shall be deemed to be a new offer and must be accepted in writing by the Customer. The Customer must inform the company Lehrieder Catering-Party-Service GmbH & Co. KG in writing of any changes in the scope of goods and services to be provided no later than four days before the agreed date. Reduced quantities shall have no effect on the agreed price.

In the event of increased quantities, particularly a change in the number of persons and/or meals and/or beverages, the company Lehrieder Catering-Party-Service GmbH & Co. KG shall be entitled to a contract adjustment by which the remuneration is adjusted in accordance with increase.

If the company Lehrieder Catering-Party-Service GmbH & Co. KG does not respond to a request of the Customer, that shall not constitute acceptance even if the Customer is a businessman that has already had or still has a business relationship with the company Lehrieder Catering-Party-Service GmbH & Co. KG.

19.2 The Customer shall assume the necessary electricity and water connection costs and consumption costs. It shall also assume the costs incurred by the company Lehrieder Catering-Party-Service GmbH & Co. KG for the procurement and organisation of the connections. The company Lehrieder Catering-Party-Service GmbH & Co. KG shall issue a separate invoice to the Customer for such services.

Delivered meals will not be taken back. Delivered beverages will be taken back only in full crates. Incomplete crates, single bottles or kegs will not be credited if returned. A take-back fee of € 5.00 will be charged on each original crate. Unreturned empties shall be charged.

Upon acceptance of an offer, the company Lehrieder Catering-Party-Service GmbH & Co. KG shall be entitled to reserve an amount equal to 150% of the order total and shall send the Customer the payment link for payment in advance. The order will be booked only after issuance of the invoice. Payment must be rendered by credit card/ EC Card or wire transfer without deduction of discounts.

The company Lehrieder Catering-Party-Service GmbH & Co. KG shall only be obligated to deliver goods and services after receipt of the full remuneration. A different arrangement may be agreed in writing between the parties.



The Customer shall only have a right of set-off for counterclaims recognised by the company Lehrieder Catering-Party-Service GmbH & Co. KG or legally enforceable counterclaims.

19.3 The Customer must immediately examine the delivered goods upon receipt with respect to type, quantity, and quality.

The Customer must notify the company Lehrieder Catering-Party-Service GmbH & Co. KG of apparent defects in goods and food products (meals and beverages) immediate after pick-up or delivery or performance and hidden defects immediately after ascertaining them. Otherwise, the Customer shall have no more warranty claims than in the case of defects resulting from improper storage and handling of the goods and food products by the Customer after the transfer of risk.

If the Customer is a businessman, the company Lehrieder Catering-Party-Service GmbH & Co. KG shall fulfil its warranty for defects in goods or food products first by supplementary performance, i.e. rectification or substitute delivery, at its choice. Other claims of the business are excluded. If the supplementary performance fails, i.e. two attempts at rectification or substitute delivery fail, the Customer may either demand a reduction of the remuneration or rescind the contract, at its choice. Rescission is excluded in case of only minor defects.

If the Customer is a businessman, the limitation period shall be one year from delivery or retrieval of the goods or food products. The company Lehrieder Catering-Party-Service GmbH & Co. KG reserve the right to substitute individual services and products with different individual services and products of comparable type and quality and in the same quantity, insofar as this is reasonably acceptable to the Customer. Customary differences – particularly in form, colour, and/or weight – must be accepted by the Customer. The Customer's warranty claims are excluded in this case.

19.4 Claims based on late delivery by the company Lehrieder Catering-Party-Service GmbH & Co. KG shall be limited to no more than 5% of the offer total unless they are based on intent and gross negligence. This shall not apply if the performance of the company Lehrieder Catering-Party-Service GmbH & Co. KG became worthless to the Customer as a result of the delay.

Objects provided to the Customer by the company Lehrieder Catering-Party-Service GmbH & Co. KG must be returned by the Customer no later than at the end of the event. If the provided objects are returned without having been sorted, the company Lehrieder Catering-Party-Service GmbH & Co. KG shall be entitled to demand compensation from the Customer for the personnel expenses incurred to perform the sorting.

19.5 The company Lehrieder Catering-Party-Service GmbH & Co. KG reserves ownership of the delivered goods until all its current or future claims against the Customer, regardless of the legal grounds, are fulfilled.

If the delivered goods are seized by public enforcement bodies or third parties, the Customer undertakes to inform them of the ownership of the company Lehrieder Catering-Party-Service GmbH & Co. KG and immediately notify the company. The Customer must reimburse the company Lehrieder Catering-Party-Service GmbH & Co. KG for any costs incurred as a result of such an action.



#### 20. Fees and Surcharges

Service category	Type of fee	Deadline	Amount of fee
All services	Invoice re-issuance	Upon request	EUR 50
		45 days or less before event	25% of order value
	Express surcharges	21 days or less before event	50% of order value
Ceiling suspensions		2 days or less before event	100% of order value
	Contractual penalty	Upon violation of No. 1.3 Special Service Conditions	EUR 1,000 per violation
	Cancellation fees	42 to 22 days	60% of agreed remuneration
Work platforms	Express surcharges	21 days or less before	Services at fixed price – 25 %
		event	Force-account work – 50% of order value
	Contractual penalty	Upon violation of No. 3.5 Special Service Conditions	EUR 500 per violation
Security service	Express surcharges	21 days or less before event	25% of order value
		2 days or less before event	100% of order value
Fire protection	Express surcharges	49 days or less before event	100% on fixed prices und force-account hours
Catering	Express surcharges	14 days or less before event	25% of order value
		21 days or less before event	Services at fixed price – 25 %
Compressed air	Express surcharges		Force-account work – 50% of order value
	Contractual penalty	Upon violation of 4.2 Special Service Conditions	EUR 1,000 per violation
	Express surcharges	21 days or less before event	25% on fixed prices
Electricity supply			Force-account work – 50% of order value
	Contractual penalty	Upon violation of 5.2 Special Service Conditions	EUR 1.000 per violation
	Compensation for loss or	Agreed equipment return	Force-account work – 50% of order value
Internet and	damage	date	Category B <sup>1</sup> – EUR 1,000
Internet and telecommunications			Category C <sup>2</sup> – EUR 1,500
Geocommunications	Express surcharges	14 days or less before event	25% of order value
		2 days or less before event	100% of order value

 $<sup>^{1}</sup>$  Category B = e.g. router, conference telephone, TFT display  $^{2}$  Category C = e.g. notebook, PC, tablet

NÜRNBERGMESSE

AECCE					
	М	E	S	C	E

Service category	Type of fee	Due date	Amount of fee
		For deliveries inside of Germany	3% on goods value
Kitchen equipment	Mobility cost surcharge	For deliveries in other European countries besides Germany	5% on goods value
Landscape-		21 days or less before event	25% on fixed prices
architectural stand design	Express surcharges	14 days or less before event	50% on fixed prices
design		2 days or less before event	100% on fixed prices
	Compensation for loss or damage plus administrative fee	Agreed equipment return date	Lead Success ServicePlus Wifi – EUR 385 Administrative fee – EUR 50
Lead tracking		After invoice issuance	EUR 50 flat
	Cancellation fees	One day or less before event	100% of order value
Logistics	Express surcharges	7 days or less before event	50% of order value (personnel and equipment)
	Express surcharges	14 days or less before event	25% of order value
Media technology		2 days or less before event	50% of order value
	Cancellation fees	42 to 22 days	60% of agreed remuneration
Media technology: video content	Express surcharges	28 days or less before event	25 % of order value
solutions		Later than 7 days or less before event	50% of order value
Rented furniture	Express surcharges	21 days or less before event	25% of order value, min. EUR 10 per order
Furniture sets	Express surcharges	21 days or less before event	25% of order value, min. EUR 10 per order
Personnel	Express surcharges	14 days or less before event	25% of order value
		21 days or less before event	25% of order value
	Express surcharges	2 days or less before event	100% of order value
Cleaning/ waste disposal	Flat-rate waste disposal charge (due to failure to order waste disposal)	Flat rate	EUR 109.00/m <sup>3</sup>
	Administrative fee (due to failure to order waste disposal)	Flat rate	EUR 50



Service category	Type of fee	Due date	Amount of fee
Stand construction/	Late fee for late order and lacking documents	21 days or less before event	Services at fixed price <sup>3</sup> -25 %
complete stand packages			Force-account work <sup>4</sup> – 50% of order value
Water/waste water connection	Contractual penalty	Upon violation of No. 17.3 Special Service Conditions	EUR 500 per violation
	Flat-rate cleaning fee	Upon violation of No. 17.6 Special Service Conditions	EUR 250 flat
	Late fee for lack of diagram	Upon violation of No. 17.2 Special Service Conditions	EUR 99.90 flat
	Express surcharges	21 days or less before event	Services at fixed price – 25 % Force-account work – 50% of order value

<sup>3</sup> e.g. furniture <sup>4</sup> e.g. alterations



Service category	Hall apportionment	Partner	Contact data
Ceiling	Halls 1, 2, 3, 3A, 3C, 4, 4A	Neumann & Müller GmbH & Co. KG	Telephone/ email T +49 9 11 9 68 46 -0 nuernberg.messe@ neumannmueller.com
suspensions	Halls 5, 6, 7, 8, 9, 10, 11, 12, Franken Hall	SPIE SAG GmbH	T +49 9 11 81 88 18-0 sag-messe@spie.com
Work platforms	All halls	SPIE SAG GmbH	T +49 9 11 81 88 18-0 sag-messe@spie.com
Security service	All halls	ESS - Erlanger Sicherheits-Service GmbH	T +49 9 11 86 06 68 00 Messe-sicherheit@ ess-erlangen.de
Fire protection	All halls	BSS Brandschutz Sichelstiel GmbH	T +49 9 11 6 43 77 77- 0 messe@bss-sichelstiel.de
Catering	All halls	Lehrieder Catering-Party- Service GmbH & Co. KG	T +49 0 911 8606-6114 standcatering@lehrieder.de
Compressed air	All halls	SPIE SAG GmbH	T +49 9 11 81 88 18-0 sag-messe@spie.com
Electricity supply	Halls 1, 2, 3, 4	sld mediatec GmbH	T +49 9 11 47 79 19 50 nm-elektro@sld-mediatec.de
	Halls 3A, 3C, 4A, 5-12	SPIE SAG GmbH	T +49 9 11 81 88 18-0 sag-messe@spie.com
ITC	All halls	Bisping & Bisping GmbH & Co. KG	T +49 9 11 86 06-40 00 communication@ nuernbergmesse.de
Landscape architectural stand design	Outdoor area	Gartengestaltung & Service Ronald Grabinger	T +49 9 11 86 06-52 24 info@grabinger-gartenservice.de
Lead tracking	All halls	Convey Information Systems GmbH	T +49 89 9 54 58 67 59 leadsuccess@convey.de
Logistics	1, 2, 3C, 8, 9, 10, 11, 12, NCC Central, NCC West	Kühne + Nagel (AG & Co.) KG	T +49 9 11 9 81 85 6-0 customer.event@ kuehne-nagel.com
	3, 3A, 4, 4A, 5, 6, 7, 7A, NCC East	Schenker Deutschland AG	T +49 9 11 81 74 8-0 fairs.nuernberg@ dbschenker.com
Marketing	All halls	NürnbergMesse GmbH Service Sales	+49 9 11 86 06-80 30 exhibitor.marketing@ nuernbergmesse.de

#### 21. Overview of partners and service categories, attribution

NÜRNBERG

M	Е	S	S

		<b>1</b>	/	
Service category	Hall apportionment	Partner	Contact data Telephone / email	
Media technology	All halls	sld mediatec GmbH	T +49 9 11 47 79 19-55 nm@sld-mediatec.de	
	All halls	Neumann & Müller GmbH & Co. KG	T +49 9 11 9 68 46 -0 nuernberg.messe@ neumannmueller.com	
Rental furniture	All halls	Hummel Möbelverleih GmbH	T +49 89 90 10 87 90 info@hummel-mietmoebel.de	
Furniture sets	All halls	NürnbergMesse GmbH Exhibitor Services	T +49 9 11 86 06-88 50 exhibitor.services@ nuernbergmesse.de	
Personnel		Business & Service Brigitte Schmedding GmbH	T +49 9 11 86 07 6-0 info@business-und-service.de	
	All halls	Lorenz Personal GmbH & Co. KG	T +49 9 11 21 46 66 71 personal@lorenz-personal.de	
		POWER PERSONEN- OBJEKT-WERKSCHUTZ GMBH	T +49 9 11 98 11 88 10 nuernberg@power-gruppe.de	
Parking area	Car park and parking spaces (Große Straße, VIP, Parking Lot South, Car Park SPC, Car Park East, VIP East 2, PP West Central, PP Southeast 1 and 2	Engelhardt & Co Parkraummanagement u. Service GmbH	T +49 911 981 188-50 info@engelhardt- parkservice.de	
Cleaning/ waste disposal	Halls 1, 2, 3, 3C, 8, 9, 10, NCC Central	dias Dickmann Industrie- und Anlagenservice GmbH	T +49 9 11 98 08 08 1 nuernberg.messe@ dias-service.de	
	Halls 3A, 4, 4A, 5, 6, 7, 7A, NCC East	Kiefer GmbH	T +49 9 11 98 17 2-0 standreinigung@ kiefer-cleaning.de	
	Halls 11, 12 NCC West and Frankenhalle	Vebego Facility Services B.V. & Co.KG	T +49 9 11 86 06 65 20 nuernbergmesse@vebego.de	
Stand construction/ complete stand packages	All halls	Holtmann GmbH+Co.KG	T: +49 9 11 86 06-60 50 nuernbergmesse@holtmann.de	
	All halls	Messebau Wörnlein GmbH	T +49 9 11 81 74 49-0 info@woernlein.de	
Insurance	All halls	deas Deutsche Assekuranzmakler GmbH	T +49 9 11 58 85 – 190 info@deas.de	
Water/ waste water connection	Halls 3, 3A, 4, 4A, 5-7, 7A, NCC East	A. & J. HILPERT Messe- Service GmbH	T +49 9 11.37 66 38-0 service@hilpert-messe.de	
	Halls 1-2, 3C, 8-12, NCC Central, NCC West	ABL BROCHIER Klimatechnik und Gebäudemanagement GmbH	T +49 9 11 98 12 9-69 sp-messe-nbg@ abl-brochier.de	