

General Terms and Conditions of Participation of YONTEX GmbH & Co.

Status: September 2025

1. Scope of application and contractual basis

- a) The following Terms and Conditions of Contract shall apply to the rental of stand space, to the ordering of services from the "Sales & Marketing Services (SMS)" area and to other services of YONTEX GmbH & Co. KG (hereinafter referred to as YONTEX) ordered by the contracting party (hereinafter also referred to as the exhibitor). The General Terms and Conditions of Participation shall also apply to the conclusion of the corresponding contracts.
- b) These Terms and Conditions are an integral part of all our offers and contracts and shall apply to all future transactions with the contracting party.
- c) Terms and conditions of the contractual partner to which we have not expressly agreed in writing shall not become part of the contract, even if we have not expressly rejected them.
- d) In the event of disagreement, the Special Terms and Conditions of Participation of the respective event shall take precedence over these General Terms and Conditions of Participation.
- e) The exhibitor must also comply with the regulations of the respective exhibition centre operator, e.g. the House and User Regulations and Technical Guidelines. Reference is made to the individual regulations and their references in the respective digital registration form or on the respective website of the exhibition centre operator.

2. Organiser

Unless expressly stated otherwise, contracts are concluded between the exhibitor and the organiser:

YONTEX GmbH & Co. KG
Kürschnershof 2-4
90403 Nuremberg, Germany
Phone +49 911 880 80 - 700
www.YONTEX.com

info@YONTEX.com
Nuremberg Local Court HRA 19866
Tax number: 240/183/05905

3. Ideal sponsors and partners of the events

BrauBeviale: Private Brauereien Bayern e.V.
Thomas-Wimmer-Ring 9, 80539 Munich, Germany

drinktec:
VDMA - German Engineering Federation, Food Processing Machinery and Packaging Machinery Association
Packaging Machinery
Lyoner Str. 18, 60528 Frankfurt, Germany

4. Authorised exhibitors and product range, removal of non-authorised products

- a. Only registered and authorised items may be exhibited. Products and services that can be categorised in the specified product groups - which can be viewed on the respective event website - may be admitted.
- b. The following may be admitted as exhibitors: Manufacturers, importers, wholesalers, commercial agents and publishers from Germany and abroad with products and services that can be categorised in the specified product groups which can be viewed on the respective event website.

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- c. Not permitted are
- Goods that violate the provisions of industrial property rights in Germany (e.g. plagiarism).
 - Rented and leased exhibits may not be exhibited. This does not apply to items that are not part of the range of services offered by the exhibitor but are required for the presentation thereof (e.g. for demonstration purposes).
 - Products manufactured using exploitative child labour as defined by ILO Convention 182.
- d. A product that may not be placed on the European Union market because it does not fulfil the legal requirements may only be exhibited if it is pointed out that it does not fulfil these requirements and cannot be purchased for the European Union market until the corresponding conformity has been established. During a demonstration, the necessary precautions must be taken to protect the health and safety of persons (Section 3 (5) of the Product Safety Act).
- e. Companies that are listed on the Consolidated Financial Sanctions List (CFSP) of the European Union or on any other sanctions list of the EU, the USA or an EU/EEA state are not authorised to participate. By registering, the issuer confirms that its company, its owner, its managing director, its shareholders and other beneficial owners of its company are not listed on any of the above sanctions lists.
- f. If economic sanctions have been imposed by the EU, Germany, other EU/EEA countries or the USA against the country in which the exhibitor is based or from which the exhibitor's products originate (e.g. due to wars in violation of international law, war crimes or similar), the exhibitor may be excluded from admission in whole or with regard to individual products, insofar as admission of the exhibitor is not reasonable for YONTEX or the other trade fair participants. This also applies if the economic sanctions do not prohibit participation in the event.
- g. YONTEX expressly reserves the right to make changes to approved products, rename or approve new or different product groups or industry segments.
- h. If non-approved products or products that cause considerable disruption to the event (e.g. through appearance, odour, noise, vibrations, etc.) are not removed by the exhibitor despite a request from YONTEX, YONTEX may remove these products at the expense and risk of the exhibitor. The same applies to advertising material for unauthorised products or services.

5. Registration

- a) Registration takes place online via the YONTEX exhibitor portal. The application in the exhibitor portal must be completed in full and is also valid without signature and stamp by sending it from the exhibitor portal.
- b) By registering, the exhibitor submits a binding offer to conclude a contract for participation in the trade fair or event (trade fair participation contract).
- c) Registrations received by YONTEX after the start of placement may not be considered for admission.
- d) The registration cannot be subject to conditions or reservations; in particular, placement requests do not constitute a condition for registration. Amendments, additions and deletions to texts in the registration form and/or in the conditions of participation as well as reservations or conditions shall only become legally effective if they are expressly confirmed by YONTEX in text form.
- e) As a rule, YONTEX confirms receipt of the registration, but this does not constitute acceptance of the registration.
- f) The trade fair participation contract shall only come into effect upon confirmation of placement by YONTEX (see Section 7).
- g) YONTEX expressly reserves the right not to process incomplete registrations.
- h) The contractual partner is obliged to comply with all applicable public law regulations when selecting, constructing and operating its stand, in particular all local, building and trade police regulations, including the Model Ordinance on the Construction and Operation of Places of Assembly.

6. Positioning and subsequent changes to positioning

- a) Placement (stand allocation) shall be made by YONTEX at its reasonable discretion, in particular taking into account the product groups, the structure of the event and the available event space. The exhibitor shall have no claim to the allocation of a specific stand space and shall not acquire such a claim by virtue of having held

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the same space for years. However, the trade fair management will consider special stand requests as far as possible. YONTEX reserves the right to allocate space of a different size and shape.

- b) YONTEX is also entitled to make subsequent changes to the stand allocation - after the trade fair participation contract has been concluded - and in particular to change the exhibitor's stand area in terms of location, type, size and dimensions in deviation from the placement confirmation, insofar as this is necessary for reasons of safety, public order, official requirements or because the trade fair is oversubscribed and additional exhibitors have to be admitted or because changes to the stand allocation are necessary for more efficient utilisation of the rooms and areas required for the trade fair. However, such subsequent changes may not exceed what is reasonable for the exhibitor. YONTEX shall inform the exhibitor immediately of the necessity of such a measure. If subsequent changes result in a lower participation fee, the difference shall be refunded to the exhibitor. Further claims against YONTEX are excluded.
- c) YONTEX shall be entitled to relocate entrances and exits to the exhibition centre and the halls if this is necessary due to structural changes or occupancy of the exhibition centre.
- d) The exhibitor must accept that the location of the other stand areas may have changed by the start of the trade fair or exhibition compared to the time of the confirmation of the stand location; the exhibitor cannot derive any claims from this.
- e) An exchange of the allocated stand space with another exhibitor or a partial or complete transfer of the stand space to third parties is not permitted without the consent of YONTEX.

7. Conclusion of the trade fair participation contract

- a) Confirmations of placement are usually sent by e-mail within 12 weeks of the start of placement and are also valid without a signature. The exact schedule can be found in the registration portal or on the website of the respective event.
- b) The exhibitor may object to the placement confirmation in text form within a period of 4 weeks from receipt of the placement confirmation.
 - If the exhibitor objects within the deadline, the trade fair participation contract shall not be concluded. In this case, the exhibitor shall only owe a processing fee of EUR 300.00 plus VAT, unless the content of the placement confirmation deviates from the content of the application.
 - If the exhibitor confirms the placement confirmation or if the exhibitor does not object to the placement confirmation within the deadline, the trade fair participation contract shall be concluded in accordance with the placement confirmation. As a rule, YONTEX will then inform the exhibitor again about the conclusion of the trade fair participation contract ("notification of admission"). YONTEX is obliged to draw the exhibitor's attention in the confirmation of placement to the four-week objection period and to the consequences of expiry of this period.
- c) If the exhibitor's application is received after the start of placement and at shorter notice than 3 months before the start of the event, the exhibitor shall, in deviation from Section 7 b) - if available - generally receive an offer by e-mail for a stand space that is still available. The offer is also valid without a signature. The exhibitor may accept the offer in text form within the acceptance period specified in the offer. The trade fair participation contract shall come into effect upon acceptance by the exhibitor in due time. If the exhibitor does not accept the offer in due time, the contract of participation shall only be concluded if YONTEX confirms the conclusion of the contract in text form within a reasonable period of time. In such cases, the exhibitor shall have no right of objection.
- d) YONTEX shall decide on the admission of registered exhibitors, co-exhibitors and products at its reasonable discretion. There shall be no legal claim to admission unless such a claim arises from the law.
- e) If YONTEX receives more applications that meet the requirements profile than there is exhibition space available by the start of placement, YONTEX shall decide at its reasonable discretion which exhibitors will be admitted. YONTEX shall also be entitled to limit the number of exhibits registered.
- f) Companies that have not fulfilled their financial obligations to YONTEX, e.g. from previous events, or have seriously violated the conditions of participation, may be excluded from admission.
- g) Several exhibitors shall be jointly and severally liable to YONTEX.

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8. Cancellation of registration and partial cancellation, non-appearance

- a) If the exhibitor cancels, cancels part of the confirmed stand space or does not take part in the event, YONTEX shall be entitled to use the rented stand space or the cancelled part of the rented stand space for other purposes and to rent it to third parties. Cancellation notices by the exhibitor must always be made in writing or text form.
- b) The exhibitor may cancel his registration free of charge up to the generally announced start of placement. If the exhibitor cancels his registration after the start of placement but before the trade fair participation contract has been concluded (cf. item 7), a processing fee of EUR 300.00 plus VAT shall be payable; the exhibitor's right of objection pursuant to item 7 b) shall remain unaffected.
- c) After the trade fair participation contract has been concluded (cf. item 7), the exhibitor shall remain obliged to pay a cancellation fee as follows, even in the event of cancellation or partial cancellation, unless he is entitled to a mandatory statutory right of withdrawal or termination:
- | | |
|---|------|
| Cancellation fees for cancellations | |
| - up to 90 days before the start of the event | 50% |
| - up to 30 days before the start of the event | 80% |
| - from 29 days before the start of the event | 100% |
- of the agreed stand rental for the cancelled stand space and the obligatory marketing fee.
- d) In each of these cases, the exhibitor reserves the right to prove that, as a result of the cancellation, partial cancellation or non-participation, YONTEX has saved further expenses not taken into account in the flat-rate cancellation fee and/or has gained unconsidered advantages that lead to a reduction in the cancellation fee. However, if other free stand space is available for the event to the extent of the stand space rented to the contracting party, the exhibitor may not, as a rule, claim that YONTEX has gained advantages, in particular in the form of the rent obtained, by renting or using the stand space or part of the stand space elsewhere.
- e) If a stand remains completely or partially unoccupied ("no show") by the exhibitor at the start of the trade fair, the contractual partner shall pay the costs demonstrably incurred by YONTEX as a result of the necessary rearrangement of the stand or stand space in addition to the above cancellation fees. This shall not apply if the exhibitor is not responsible for the fully or partially unoccupied stand.

9. Cancellation of the trade fair participation contract by YONTEX, stand closure

YONTEX shall be entitled to cancel the trade fair participation contract and to reallocate the stand space in the following cases:

- i. The stand space is not recognisably occupied in good time, i.e. by the time stipulated in Section 10 (c) at the latest.
- ii. In the event of non-payment of the stand rental fee by the stipulated dates, the exhibitor allows a grace period set for YONTEX to expire fruitlessly.
- iii. The exhibitor seriously violates the General or Special Conditions of Participation, the technical guidelines or other regulations.
- iv. The exhibitor seriously violates the domiciliary rights of the exhibition centre operator.
- v. The conditions for admission on the part of the registered exhibitor are no longer fulfilled or YONTEX subsequently becomes aware of reasons which, if known in good time, would have justified non-admission. In this case, the exhibitor shall be given sufficient opportunity to comment before the cancellation.

In cases iii. and iv., an unsuccessful warning or unsuccessful setting of a reasonable deadline for remedial action is required, unless this is dispensable pursuant to Section 543 (3) sentence 2 BGB. In all cases, YONTEX reserves the right to assert claims for damages. In cases i. to iv. the exhibitor shall owe at least the respective cancellation fee in accordance with Section 8. The exhibitor may not derive any claims against YONTEX from the cancellation of the trade fair participation contract.

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YONTEX's right to terminate the contractual relationship without notice for good cause in accordance with the statutory provisions shall remain unaffected by this Section 9.

If the exhibitor terminates the contract after cancellation of the trade fair participation contract or after extraordinary termination without notice for good cause by YONTEX, YONTEX may close the stand by way of self-help.

10. Construction and dismantling of the stand, technical services, contractual penalty for premature clearance

- a) All stand areas are provided by YONTEX without stand construction and without other technical services, unless expressly agreed otherwise. The exhibitor shall be responsible for the stand construction and design and for the resulting compliance with the statutory regulations, the technical guidelines, the circulars and the conditions of participation. Detailed information on the technical guidelines of the relevant exhibition centre operators can be found on their websites.
- b) The exhibitor is only entitled to the allocated stand space once the invoice has been paid in full, proof of which must be provided by the exhibitor.
- c) The set-up and dismantling times must be strictly adhered to. Detailed information on set-up and dismantling will be provided in good time. YONTEX reserves the right to issue set-up and dismantling passes or other necessary requirements for access. Unless otherwise specified, stand construction must begin no later than 12:00 noon one day before the start of the trade fair.
- d) If the rented space is not occupied by the latest time for the start of set-up work or if no notification is given, YONTEX reserves the right to dispose of the space elsewhere from this time without further notice. YONTEX's claims shall be assessed in accordance with Section 8. Dismantling may only take place on the last day of the trade fair after the end of the opening hours for visitors. After dismantling, the original condition must be restored.
- e) Damage caused by improper handling must be reported by the exhibitor to
- f) YONTEX or, on the instructions of YONTEX, the exhibition centre operator. If the dismantling period is exceeded, YONTEX shall be entitled to have the stand structures cleared and stored at the expense and risk of the exhibitor.
- g) Premature clearing of the exhibition stand shall constitute a serious breach of these Terms and Conditions of Participation, which shall entitle YONTEX not to admit the exhibitor to future YONTEX events. In addition, a contractual penalty of EUR 2,000.00 shall be payable for each culpable breach.
- h) The exhibitor must conclude a separate contract with the respective provider for the purchase of energy, water, etc. If this is not the case in exceptional cases, YONTEX shall invoice the services.
- i) For certain services (e.g. forwarding, cleaning, security) within the venue, only authorised service providers - to be found in the exhibitor portal - may be commissioned.
- j) If registration with GEMA and/or other copyright organisations is required for the operation of the stand, this must be carried out by the exhibitor himself.
- k) It is imperative that the stand is attached to the neighbouring stand without loss of space. The allocated stand dimensions may not be exceeded under any circumstances. If the exhibitor or the stand constructor commissioned by him does not comply with the stand construction regulations or other statutory provisions, he shall be liable for all damage resulting from the violation of these provisions.

Exhibitors will receive free e-codes to allow trade visitors or business partners free admission. The provision of invitation vouchers for a fee is not permitted. Any misuse will result in the cancellation of the invitation vouchers.

11. Terms of payment, advance payment, lessor's lien

- a) The stand rental fee shall be charged in full for each square metre or part thereof, excluding projections, supports, installation connections and the like.
- b) Invoices may be issued together with the placement confirmation or at a time specified in the placement confirmation.
- c) The invoice amount for the trade fair participation contract, as well as for other orders and services that are commissioned separately, are due for payment without deduction on the payment date specified in the invoice.

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Payments are only to be made to the account specified on the invoice. Bank charges shall be borne by the exhibitor. If the exhibitor pays by credit card or other payment card, he shall additionally pay a lump sum of EUR 150 and the transaction fees incurred by YONTEX. These regularly amount to up to 3.25 % of the payment amount.

- d) If the contracting party specifies a different billing address when registering, it authorises the specified person/company to receive the invoice and other requests for payment. This shall not release the contractual partner from its payment obligation.
- e) In the event of default, the statutory interest rate of nine percentage points above the base rate applicable at the time of default shall apply (Section 288 (2) BGB).
- f) The right to occupy the stand shall only exist if all invoiced amounts have been paid in full. Proof of payment must be provided by the exhibitor.
- g) In order to secure its claims resulting from the contractual relationship, YONTEX reserves the right to assert the statutory lessor's lien. Products, stand structures and equipment may not be removed from the exhibition grounds until the exhibitor has fulfilled all claims arising from this contract; their removal is hereby objected to in this case. The exhibitor/co-exhibitor must provide YONTEX with information about the ownership of these items at any time. If an exhibitor/co-exhibitor fails to fulfil his payment obligations, YONTEX may, at its discretion, retain these items in whole or in part and have them sold by public auction or by private sale at the exhibitor's expense. The statutory provisions on the realisation of pledges shall be waived to the extent permitted by law. YONTEX shall not be liable for damage to items retained in this way unless YONTEX is guilty of intent or gross negligence.
- h) If YONTEX has issued an invoice with German VAT to an exhibitor whose registered office is outside the Federal Republic of Germany, and if YONTEX could have issued this invoice without German VAT if the exhibitor had provided YONTEX with the necessary information in good time, YONTEX may, if it replaces the invoice issued with German VAT by an invoice without German VAT at the exhibitor's request, demand an amount of EUR 50.00 from the exhibitor.
- i) If the exhibitor requests that an invoice be rewritten because the name, legal form or address of the exhibitor has changed, the exhibitor shall pay YONTEX an amount of EUR 50.00 for each change of invoice, unless the information contained in the original invoice regarding the name, legal form or address of the exhibitor is incorrect.

12. Online exhibitor portal, communications between the parties, text form requirement

- a) YONTEX provides an online exhibitor portal for each event, in which the exhibitor sets up an account and via which the exhibitor submits his registration in electronic form and YONTEX sends the exhibitor notifications in text form concerning the conclusion of the contract and its execution (e.g. stand notification, admission, invoices, etc.). This shall not affect YONTEX's right to send the exhibitor notifications and declarations in text or written form via other common communication channels.
- b) YONTEX will inform the exhibitor by e-mail when a new document intended for the exhibitor is deposited in the exhibitor portal. For this purpose, the exhibitor must provide a working e-mail address when opening its account in the exhibitor portal. The exhibitor shall ensure that the inbox of this e-mail address is checked regularly and that the technical requirements for receiving the e-mail are always met. If the e-mail address to be used changes, the exhibitor shall change it in the portal in good time and independently or inform YONTEX immediately. If YONTEX suffers damage due to missing or inadequate technical requirements and/or due to the non-notification of a new e-mail address, the exhibitor shall be obliged to compensate YONTEX.
- c) All documents and messages shall be deemed to have been received by the exhibitor at the moment when the documents and/or messages have been deposited in the exhibitor portal for the exhibitor by YONTEX and YONTEX has sent a corresponding notification of the deposit of the document to the last e-mail address deposited by the exhibitor in the portal or explicitly designated to YONTEX for this purpose.
- d) All legal declarations of YONTEX, their amendments and supplements shall require at least written confirmation, even if they have already been made orally.

13. Complaints

- a) The contracting party shall notify YONTEX immediately via the service hotline of any defects in the stand space provided or in other services provided by YONTEX.

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- b) If the contracting party fails to notify YONTEX, it shall be obliged to compensate YONTEX for any resulting damage. If YONTEX is unable to remedy the situation as a result of failure to notify YONTEX, the contracting party shall not be entitled to derive any rights from the defects.

14. Subletting, co-exhibitors, prohibition of assignment

- a) The contracting party shall not be entitled, without the permission of YONTEX, to allow a third party to use the stand allocated to it in whole or in part, in particular to sublet it or to accept orders for other companies, unless the third party is a registered co-exhibitor approved by YONTEX (= anyone who appears at the contracting party's stand with their own personnel and their own product range).
- b) The contracting party shall inform YONTEX of the identity of the third party in text form in good time before the start of the event and obtain permission from YONTEX. The contracting party shall be fully liable to YONTEX for the fulfilment of the exhibitor's obligations by the third party.
- c) Co-exhibitors and a represented company are only those companies that have been expressly registered as co-exhibitors by the contracting party and authorised by YONTEX.
- d) The contracting party is prohibited from assigning any claims against YONTEX to third parties.

15. Limitation of set-off and right of retention

- a) Offsetting against counterclaims of the contracting party is only permitted if these claims are recognised, undisputed, legally established or ready for decision. The contractual partner's right of set-off shall be unrestricted insofar as his set-off claim is synallagmatically linked to the principal claim.
- b) The contractual partner shall only be authorised to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

16. Trade mark and product piracy

It is prohibited to exhibit products or offer services at a YONTEX event, whose manufacture, marketing, distribution, possession or advertising violates laws for the protection of Intellectual property or industrial property rights are violated. The securing of copyrights or other industrial property rights to the exhibits is the responsibility of the exhibitor.

If an exhibitor/co-exhibitor presents YONTEX with an enforceable court decision, such as a temporary injunction, which prohibits another exhibitor from manufacturing, placing on the market, distributing, possessing or advertising of all or some of the products exhibited or services offered by it, YONTEX shall be entitled to cancel the trade fair participation contract with this exhibitor without notice for good cause and to close its stand immediately by way of self-help. The exhibitor/co-exhibitor affected by these measures will be excluded from participation in the following subsequent YONTEX events.

YONTEX shall cancel the aforementioned sanctions if the exhibitor/co-exhibitor concerned proves that the enforceable court decision leading to the imposition of the sanctions itself or only with regard to enforceability has been cancelled or amended in such a way that the conditions for cancellation, stand closure and exclusion from further trade fairs no longer exist.

Insofar as YONTEX implements measures or regulations for the protection of intellectual property or industrial protection of intellectual property or industrial property rights during the duration of the YONTEX event and an exhibitor/co-exhibitor who is accused of the infringement of corresponding rights of another exhibitor by exhibits exhibited or offered by him at BrauBeviale/drinktec, fails to comply with these measures or does not submit to the regulations, YONTEX shall be entitled to exclude this exhibitor from participation in the following BrauBeviale/drinktec trade fairs. Claims for damages by participating exhibitors against YONTEX due to the contractual implementation of the measures described above are excluded, except in cases of excluded, except in cases of intent or gross negligence.

17 Cancellation, postponement, interruption, closure of the event

- a) After conclusion of the contract, YONTEX may cancel, postpone, shorten, break off, interrupt or close the event in whole or in part if it is impossible to hold the event at the venue and/or at the time of the event in whole or in part (pursuant to Section 275 (1-3) BGB) or if there is a valid reason and YONTEX or its vicarious

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agents are not responsible for the valid reason. The interruption includes the possibility of postponing the end of the event to compensate for the interruption in whole or in part.

- b) A valid reason within the meaning of clause 17. a). exists
 - a. if there are sufficient indications that the realisation or continuation of the event would result in an unacceptable concrete danger to life, limb or health, or
 - b. if there are sufficient indications that the organisation or continuation of the event poses a concrete risk of considerable damage to property, or
 - c. if, due to a natural event, war, pandemic, epidemic, terrorist threat or attack, labour dispute, restriction of transport, supply and/or communication links, unexpected restriction of the usability of the event areas, travel restrictions, official orders, official recommendations or conditions or force majeure, the implementation or continuation of the event is significantly impaired in whole or in part or such a significant impairment is imminent. A significant impairment exists if the event cannot be held as planned and therefore the purpose of the event for visitors, exhibitors and organisers cannot be achieved or can only be achieved with significant restrictions.
- c) After conclusion of the contract, YONTEX may also cancel the event up to 8 weeks before the start of the event if more than 60% of the rented stand space or more than 60% of the registered exhibitors (including co-exhibitors) are no longer available compared to the registration status at the time of the general dispatch of the placement confirmations due to the cancellation or cancellation of other exhibitors, therefore the industry can no longer be represented in essential parts with the event and therefore the purpose of the event for visitors, exhibitors and organisers cannot be achieved or can only be achieved with significant restrictions.
- d) YONTEX shall decide at its reasonable discretion, also taking into account the legitimate interests of visitors and exhibitors, whether a measure is taken and which measure is taken in accordance with Section 17. a) or 17. c).

If it is impossible to hold the event as a whole pursuant to Section 275 BGB, YONTEX shall always be entitled to cancel the event.
- e) YONTEX shall immediately inform the exhibitors concerned of any measure taken in accordance with clause 17. a) or 17. c).
- f) If the event is cancelled before it begins in accordance with Section 17. a) or 17. c), YONTEX and the exhibitor shall be released from their mutual contractual obligations. The exhibitor shall be reimbursed for any stand rental already paid and any other remuneration components.
- g) If the event is cancelled, interrupted, shortened or closed after its start in accordance with Section 17. a), YONTEX shall be released from its contractual obligations from this point in time or for the period of interruption. The stand rental shall be reduced in the ratio of the cancelled event duration to the planned total duration of the event. The reduction of the stand rental shall be excluded in the event of an insignificant shortening or interruption of the event of up to 15% of the duration of the event. If the interruption is compensated for by postponing the end of the event, there shall be no reduction in the stand rental fee. Any excess stand rental paid shall be refunded to the exhibitor.
- h) If the event is shortened or postponed before it begins in accordance with Item 17. a) without the exhibitor's consent and the exhibitor is no longer interested in participating in the event as a result, the exhibitor may withdraw from the contract. Cancellation may only be declared to YONTEX in text form without delay, but at the latest within 14 days of notification of the postponement or shortening. If the exhibitor declares cancellation in good time, clause 17. f) shall apply accordingly.
- i) If the event is only partially cancelled, discontinued, interrupted, shortened, postponed or closed (e.g. with regard to a specific hall), the legal consequences of Sections 17. f) to h) shall apply accordingly only with regard to the exhibitors directly affected by the measure pursuant to Section 17. a). The exhibitors of those parts of the event that continue to take place unchanged shall remain obliged to pay the full stand rental.
- j) The exhibitor may not assert claims for damages or reimbursement of expenses due to a measure pursuant to Section 17. a) or 17. c); claims of the exhibitor due to impossibility for which YONTEX or one of its vicarious agents is responsible pursuant to Section 275 BGB shall remain unaffected by this - albeit subject to the restrictions set out in Section 22.
- k) Any further rights of YONTEX arising from a frustration of contract pursuant to Section 313 BGB shall remain unaffected by this Section 17.

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18. Advertising, stand party, distribution of food and beverages,

- a) Advertising of any kind is only permitted within the stand allocated to the exhibitor. Advertising measures outside the allocated stand area (e.g. outdoor advertising, walking acts, etc.) are subject to authorisation and must be applied for exclusively using the official YONTEX forms (see exhibitor portal).
- b) In the event of unauthorised distribution of printed matter and advertising material outside the stand area, YONTEX will charge the company responsible for the costs incurred for removal and disposal.
- c) The organisation of a stand party is subject to registration and approval. The relevant guidelines and registration conditions posted in the exhibitor portal shall apply.
- d) YONTEX reserves the right to restrict or revoke all authorisations if it deems this necessary in the interest of maintaining orderly exhibition operations. Advertising measures that violate legal regulations or morality or are of an ideological or political nature are prohibited within the exhibition centre.
- e) Stand and exhibit labelling, company and brand logos may not exceed the prescribed height. All demonstrations and presentations as well as all forms of visual, moving or acoustic advertising must not disturb other event participants, cause congestion in the aisles or drown out the fair's own public address systems in the halls. The volume must not exceed 60 dB(A) at the stand boundary.
- f) YONTEX shall be entitled to restrict or prohibit those presentations that cause noise, visual nuisance, dirt, dust, vibrations or other emissions or lead to a considerable impairment of the event or of event participants for other reasons.
- g) Musical performances are subject to a fee (see also "Important information with the technical guidelines" for the respective event).
- h) Flashing, rotating or fast-moving advertising materials and scrolling signs at the edge of the stand are not permitted.
- i) The distribution of food and beverages for a fee by the exhibitor and external catering service providers who are not partners of YONTEX or the participating event venues is not permitted at the events (including the exhibitor's stand); this does not include the distribution of food and beverages free of charge for the purpose of serving customers on the exhibitor's rented stand space. The hygiene and legal regulations must be observed.
- j) Catering on the stand is the responsibility of the exhibitor. The exhibitor must apply to the relevant authorities for any necessary authorisation to serve food and drink in accordance with Section 12 of the German Catering Act.
- k) The statutory provisions, in particular those relating to the protection of non-smokers, must be observed. It is possible to commission contract caterers operating on the exhibition grounds to cater for the stand.
- l) The supply of exhibition stands, in particular from outside the exhibition centre, is only possible to a limited extent. YONTEX is authorised to permit stand deliveries only at certain times.
- m) YONTEX is authorised to enter the stand to check compliance with the above regulations. It is also entitled to remove, cover or otherwise prevent advertising that violates the regulations at the expense and risk of the exhibitor/co-exhibitor.

19 Consent to film, image and sound recordings

- a) The contracting party authorises YONTEX to make or have made and use film, image and sound recordings and drawings of exhibition stands and individual exhibits for the purpose of documentation or for its own publications, on the Internet and for advertising purposes. The authorisation of use for an unlimited period includes the production, publication, reproduction, exploitation and editing/modification and is therefore also unlimited in terms of subject matter.
- b) Exhibitors are only permitted to make visual and acoustic recordings within their own stands during opening hours. The exhibitor must apply to YONTEX for a film/photo permit for any additional recordings.
- c) YONTEX or a service provider commissioned by it is authorised to make visual and acoustic recordings throughout the exhibition grounds and to use them for its own or general publications, subject to the right of persons depicted to their own image. Regarding its stand, the exhibitor shall grant YONTEX the use of all industrial or other property rights to which it is entitled under its own or third-party rights - with the exception of the right to its own image - to the extent necessary for this purpose and warrants that it is authorised to grant such rights. If necessary, the exhibitor must ensure such a grant in good time and at his own expense or draw YONTEX's attention to it if such a grant does not exist. In this respect, the exhibitor shall indemnify YONTEX against any third-party claims and claims for damages.

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20. smoking ban

Smoking is generally prohibited throughout the exhibition centre. Smoking is only permitted in the specially designated areas.

21. security

YONTEX will provide general security for the entrances, halls and outdoor area. For the guarding of the stand and its products during the days of the event and during the entire construction and dismantling period, the exhibitor himself.

Security guards can only be requested from the security company authorised by YONTEX or the exhibition grounds operators; the costs are to be paid directly to them.

The general security service provided by YONTEX shall not affect the limited liability of YONTEX described in clause 22 below.

22. Limitation of liability

- a) The strict liability of YONTEX for initial material defects of the exhibition centre or the stand space provided is excluded.
- b) YONTEX shall be liable without limitation in cases of wilful intent or gross negligence on the part of YONTEX or its vicarious agents and in cases of negligent breach of duty by YONTEX or its vicarious agents resulting in injury to life, limb or health.
- c) Claims for damages by the exhibitor in other respects, including those arising from pre-contractual obligations and unauthorised acts, can only be asserted if they
 - i. are based on the negligent breach of a material contractual obligation by YONTEX or its vicarious agents, or
 - ii. the absence of a warranted characteristic of the exhibition centre or the stand space provided, or
 - iii. are based on mandatory statutory liability on the part of YONTEX or its vicarious agents.In the event of a slightly or indirectly negligent breach of a material contractual obligation, however, YONTEX's liability shall be limited to the amount of damage foreseeable at the time of conclusion of the contract and typical for the contract. Material contractual obligations within the meaning of this paragraph c) are obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the exhibitor may regularly rely.
- d) The above limitation of liability shall also apply to the personal liability of YONTEX's vicarious agents.
- e) The above limitation of liability shall only apply to entrepreneurs, legal entities under public law and special funds under public law.

23. Insurance

The contracting party shall in principle be obliged to ensure adequate insurance cover itself.

The conclusion of an exhibition insurance policy to cover the transport and sojourn risk is recommended. and can be arranged by the site operator via a framework agreement.

24. Heating, lighting, electricity and water supply

YONTEX will provide general air conditioning and lighting in the halls. If connections for electricity and water are required, these must be ordered in the exhibitor portal. Installation and consumption shall be borne by the exhibitor. All installations up to the stand connection may only be carried out by companies approved by the exhibition management. These companies receive all orders through the intermediary of and with the approval of the Exhibition Management and issue the invoice for installation and consumption directly in accordance with the standard rates announced by the Exhibition Management.

The permanently installed connections for electricity and telephone - the exhibitor must obtain information about the location from the trade fair management himself before placing the order - are also available to the stand neighbors if required. If supply lines have to be covered due to the risk of tripping, the costs shall be borne by the respective client. No claims for compensation can be derived from this. If water is supplied, the neighbor concerned must be informed.

The stand owner is liable for all damage caused by uncontrolled power consumption. YONTEX accepts no

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Liability for any interruption or fluctuation in the power supply systems or special connections. The fire and trade police safety regulations must be observed (see the Online Service Center)

25. Cleaning and disposal

YONTEX is responsible for cleaning the grounds, halls and aisles. Stand cleaning is the responsibility of the exhibitors and must be completed every evening by 7 p.m. at the latest or by the start of the fair in the morning. Stand cleaning can only be carried out by the exhibitors themselves or commissioned to the official service partner company. In addition to stand cleaning, exhibitors are responsible for the daily disposal of waste from their stand areas during the event and for the disposal of waste generated during set-up and dismantling. In order to fulfill the aforementioned obligations of exhibitors, YONTEX commissions an official service partner with the proper disposal of waste. The disposal of production waste and exhibition stands is excluded from this.

The requirements of the Commercial Waste Ordinance will be met by the service provider commissioned by YONTEX for disposal. The disposal costs incurred for this are covered for exhibitors by the flat-rate waste disposal fee in accordance with Section 6 of the Conditions of Participation. The regulations on waste management in accordance with Item 6.1. of the "Important Information with the Technical Guidelines" shall otherwise remain unaffected.

26. Limitation period

All claims of the exhibitor against YONTEX in connection with participation in the trade fair shall become time barred six months from the end of the month in which the closing date of the respective event falls. This shall not apply to claims for damages due to bodily injury (damage resulting from injury to life, limb or health) based on a breach of duty for which YONTEX, its legal representatives or vicarious agents are responsible.

27. Domiciliary rights

YONTEX - as well as the owner of the premises - shall exercise domiciliary rights at the entire venue during the set-up, running and dismantling of the event.

28. Place of fulfilment, place of jurisdiction and applicable law

The place of fulfilment and place of jurisdiction is Nuremberg if the contractual partner is a merchant or a legal entity under public law or a special fund under public law. If the contractual partner is a merchant, a legal entity under public law or the holder of a special fund under public law, or if the contractual special fund under public law or if the contractual partner has no general place of jurisdiction in the Federal Republic of Germany, Nuremberg is agreed as the place of jurisdiction. German law shall apply exclusively. YONTEX reserves the right to assert its claims at the court of the place where the exhibitor has its registered office.

29. Data protection

Personal data collected from the exhibitor or transmitted by the exhibitor may be used for the fulfilment of purposes of YONTEX within the framework of the statutory data protection regulations.

YONTEX and its affiliated companies and foreign representatives are also authorised to use this personal data to regularly affiliated companies and their foreign representatives by letter, e-mail, telephone or fax.

The exhibitor may object to future advertising at any time. An overview of these companies and foreign representatives, some of which are located outside the European Union (EU) and the European Economic Area (EEA) can be requested from YONTEX.

The exhibitor must fulfil the data protection requirements for the above uses by taking appropriate measures (e.g. consent of its employees). The exhibitor shall be liable to YONTEX for damages and expenses arising from the breach of this obligation and shall indemnify YONTEX upon first request against corresponding claims of third parties.

In all other respects, YONTEX's privacy policy, available on the Internet at www.YONTEX.com/datenschutz, shall apply.

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Severability clause

Should the conditions of participation be partially legally invalid or incomplete, this shall not affect the validity of the remaining of the remaining provisions and of the contract shall not be affected. In this case, the parties undertake to replace the

invalid provision with such a provision or to fill the gap with such a provision that fulfils the
the loophole with a provision that most closely fulfils the economic purpose pursued by the parties.

In the event of a discrepancy, the Special Terms and Conditions of Participation shall take precedence over the General Terms and Conditions of Participation.

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