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

Status: October 2026

1. Scope of Application and Basis of Contract

a) The following contractual terms and conditions apply to the hire of stand space, to the ordering of services from the 'Sales & Marketing Services (SMS)' range, and to other services provided by YONTEX GmbH & Co. KG (hereinafter: YONTEX) which the contracting party (hereinafter also: the exhibitor) orders. The General Terms and Conditions of Participation also apply to the conclusion of the relevant contracts.
b) These terms and conditions form an integral part of all our quotations and contracts and apply to all future transactions with the contracting party.
c) Any terms and conditions of the contracting party to which we have not expressly agreed in writing shall not form part of the contract, even if we have not expressly rejected them.
d) In the event of any inconsistency, the Special Terms and Conditions of Participation for the respective event shall take precedence over these General Terms and Conditions of Participation.
e) The exhibitor must also comply with the requirements of the relevant exhibition centre operator, such as the house rules, terms of use and technical guidelines. Reference is made to the individual regulations and their sources in the relevant digital registration form or on the relevant website of the exhibition centre operator.

2. Organiser

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

YONTEX GmbH & Co. KG
Kürschnershof 2–4
90403 Nuremberg, Germany
Tel. +49 911 880 80 - 700
www.yontex.com
info@yontex.com

Nuremberg Local Court HRA 19866
Tax No.: 240/183/05905

3. Organisational sponsors and partners of the events

BrauBeviale: Private Breweries of Bavaria e.V.
Thomas-Wimmer-Ring 9, 80539 Munich, Germany

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

4. Approved exhibitors and product range; removal of unauthorised products

a. Only registered and approved items may be exhibited. Products and services that can be classified within the specified product groups – available on the relevant event website – may be approved.
b. The following may be approved as exhibitors: manufacturers, importers, wholesalers, commercial agents and publishers from Germany and abroad with products and services that can be classified within the specified product groups – available on the relevant event website.
c. The following are not permitted:

- Goods that infringe the provisions of industrial property law in Germany (e.g. counterfeits).
- Rented or leased exhibits may not be displayed. An exception to this rule applies to items that do not form part of the exhibitor's range of services 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 which may not be placed on the market in the European Union because it does not meet the legal requirements may only be exhibited if it is clearly stated that it does not meet these requirements and that it may only be purchased for the European Union market once it has been brought into compliance. 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 listed on the European Union's Consolidated Sanctions List (CFSP) or on any other sanctions list of the EU, the USA or an EU/EEA state are not eligible to participate. By registering, the exhibitor confirms that their company, its owner, managing director, shareholders and any other beneficial owners of the company are not listed on any of the above-mentioned sanctions lists.
f. If economic sanctions have been imposed by the EU, Germany, other EU/EEA states 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 contrary to international law, war crimes or similar), the exhibitor may be excluded from admission in full or in respect of individual products, insofar as the exhibitor's admission would be unreasonable for YONTEX or the other trade fair participants. This also applies even if the economic sanctions do not prohibit participation in the event.
g. YONTEX expressly reserves the right to make changes to approved products, to rename them, or to approve new or different product groups or industry segments.
h. If unauthorised products or products that cause a significant disruption to the running of the event (e.g. due to their appearance, odour, noise, vibrations, etc.) are not removed by the exhibitor despite a request from YONTEX, YONTEX may remove these products at the exhibitor's expense and risk. The same applies to promotional materials for unauthorised products or services.

5. Registration

a) Registration takes place online via the YONTEX exhibitor portal. The registration form on the exhibitor portal must be completed in full and is valid upon submission via the exhibitor portal, even without a signature or stamp.
b) By registering, the exhibitor submits a binding offer to conclude the contract for participation in the trade fair or event (trade fair participation contract).
c) Registrations received by YONTEX only after the allocation process has begun may not be taken into account during the approval process.
d) The application may not be subject to any conditions or reservations; in particular, requests for specific stand locations do not constitute a condition of the application. Amendments, additions and deletions to the text in the application form and/or in the terms and conditions of participation, as well as any reservations or conditions, shall only be legally effective if they are expressly confirmed by YONTEX in writing.
e) As a rule, YONTEX will confirm receipt of the application; however, this does not constitute acceptance of the application.
f) The exhibition participation contract is only concluded upon confirmation of allocation by YONTEX (see clause 7).
g) YONTEX expressly reserves the right not to process incomplete applications.
h) The contracting party is obliged to comply with all applicable public law regulations when selecting, erecting and operating its stand, in particular all local, building and trade regulations, including the Model Ordinance on the Construction and Operation of Places of Assembly.
i) YONTEX is under no obligation to register on the exhibitor's online portals or to complete the exhibitor's supplier forms or any other forms or questionnaires.

6. Allocation and subsequent changes to allocation

a) Allocation (stand allocation) is carried out by YONTEX at its reasonable discretion, taking into account, in particular, the product groups, the structure of the event and the available exhibition space. The exhibitor has no entitlement to the allocation of a specific stand area and does not acquire such an entitlement merely by having occupied the same area for several years. However, the exhibition management will take special stand requests into account as far as possible. YONTEX reserves the right to allocate areas that differ in size and shape.

b) YONTEX is entitled to make changes to the stand allocation even retrospectively – after the conclusion of the trade fair participation contract – in particular to alter the exhibitor's stand area, deviating from the placement confirmation, in terms of location, type, size and overall dimensions, insofar as this is necessary for reasons of safety, public order, regulatory requirements, or because the trade fair is oversubscribed and further exhibitors must be admitted, or because changes to the stand allocation are necessary for a more efficient utilisation of the premises and space required for the trade fair. However, such subsequent changes must not exceed what is reasonable for the exhibitor. YONTEX shall notify the exhibitor immediately of the need for such a measure. Insofar as subsequent changes result in a lower participation fee, the difference shall be refunded to the exhibitor. Further claims against YONTEX are excluded.

c) YONTEX is entitled to relocate entrances and exits to the exhibition grounds and the halls if this is necessary due to structural alterations or the allocation of space on the exhibition grounds.

d) The exhibitor must accept that, at the start of the trade fair or exhibition, the location of the other stand areas may have changed compared with the time of the allocation confirmation; the exhibitor may not derive any claims from this.

e) Exchanging the allocated stand space with another exhibitor, or transferring the stand space, in whole or in part, to third parties, is not permitted without YONTEX's consent.

7. Conclusion of the trade fair participation contract

a) Allocation confirmations are usually sent by email within 12 weeks of the start of the allocation process and are valid even without a signature. The exact timetable can be found on the registration portal or the website of the respective event.

b) The exhibitor may object to the allocation confirmation in writing within a period of 4 weeks from receipt of the allocation confirmation.

- If the exhibitor objects within the specified time limit, the trade fair participation agreement shall not come into effect.
- If the exhibitor confirms the allocation confirmation or does not object to it within the specified period, the trade fair participation contract is thereby concluded in accordance with the allocation confirmation. YONTEX will then, as a rule, inform the exhibitor once again that the trade fair participation contract has been concluded ('notification of admission'). YONTEX is obliged to draw the exhibitor's attention specifically, in the allocation confirmation, to the four-week objection period and to the consequences of the expiry of this period.

c) If the exhibitor's application is received after the start of allocation and less than 3 months before the start of the event, the exhibitor will, by way of derogation from clause 7(b) – subject to availability – generally receive an offer via email for any stand space still available. The offer is valid even without a signature. The exhibitor may accept the offer in writing within the acceptance period specified in the offer. The trade fair participation agreement comes into effect upon timely acceptance by the exhibitor. If the exhibitor fails to accept the offer within the specified period, the trade fair participation agreement shall only come into effect if YONTEX confirms its conclusion in writing within a reasonable period. In such cases, the exhibitor has no right of objection.

d) YONTEX shall decide, at its reasonable discretion, on the admission of registered exhibitors and co-exhibitors, as well as their products. There is no legal entitlement to admission, unless such an entitlement arises from the law.

e) If, by the start of stand allocation, YONTEX receives more applications meeting the requirements than there is exhibition space available, YONTEX shall decide, at its reasonable discretion, which exhibitors are to be admitted. YONTEX is also entitled to impose restrictions on the registered exhibition items.

f) Companies that have failed to fulfil their financial obligations to YONTEX – for example, from previous events – or have committed a serious breach of the terms and conditions of participation may be excluded from admission.
g) Where there are several exhibitors, they shall be jointly and severally liable to YONTEX.

8. Cancellation of registration and partial cancellation, failure to attend

a) If the exhibitor cancels, cancels part of the confirmed stand space or fails to attend the event, YONTEX is entitled to use the rented stand space or the cancelled part of the rented stand space for other purposes and to let it to third parties. Notices of cancellation by the exhibitor must always be given in writing or in text form.
b) The exhibitor may cancel their registration free of charge up until the start of the generally announced allocation process.
c) Once the trade fair participation contract has been concluded (see Clause 7), the exhibitor remains obliged to pay a cancellation fee as follows, even in the event of cancellation or partial cancellation, unless they are entitled to a mandatory statutory right of withdrawal or termination:
   The cancellation fees are as follows in the event of cancellation
   - 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 hire fee for the cancelled stand space and the compulsory 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-attendance, YONTEX has saved further expenses not taken into account in the flat-rate cancellation fee and/or has gained benefits not taken into account, which lead to a reduction in the cancellation fee. However, provided that other vacant stand spaces are still available for the event, equivalent in size to the stand space let to the contracting party, the exhibitor may not, as a rule, claim that YONTEX has gained benefits – in particular in the form of rent received – through the letting or use of the stand space or part thereof to another party.
e) If, at the start of the trade fair, a stand remains wholly or partially unoccupied by the exhibitor ("no-show"), the contracting party shall pay, in addition to the above cancellation fees, the costs demonstrably incurred by YONTEX as a result of the necessary rearrangement of the stand or the stand space. This shall not apply if the exhibitor is not responsible for the stand being wholly or partially unoccupied.

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

YONTEX is entitled to terminate 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 deadline specified in Clause 10(c) at the latest.
ii. In the event of non-payment of the stand hire fee by the stipulated deadlines, the exhibitor allows a grace period set by YONTEX to elapse without result.
iii. The exhibitor commits a material breach of the General or Special Conditions of Participation, the technical guidelines or other provisions.
iv. The exhibitor commits a material breach of the exhibition centre operator's house rules.
v. The conditions for admission on the part of the registered exhibitor are no longer met, or YONTEX subsequently becomes aware of grounds which, had they been known in good time, would have justified non-admission. In this case, the exhibitor must be given sufficient opportunity to comment before revocation takes place.

In cases iii. and iv., a formal notice that has been ignored or a reasonable deadline set for rectification that has been ignored is required, unless this is dispensable in accordance with section 543(3), second sentence, of the German Civil Code (BGB). In all cases, YONTEX reserves the right to claim damages. In cases i. to iv., the exhibitor shall, as a minimum, be liable

for the respective cancellation fee in accordance with Clause 8. The exhibitor may not derive any claims against YONTEX from the termination of the trade fair participation contract.

YONTEX's right to terminate the contractual relationship extraordinarily without notice for good cause in accordance with the statutory provisions remains unaffected by this Clause 9.
If, following the revocation of the trade fair participation contract or following extraordinary termination without notice for good cause by YONTEX, the exhibitor fails to close their stand despite being requested to do so by YONTEX, YONTEX may close the stand by taking matters into its own hands.

10. Set-up and dismantling of the stand, technical services, contractual penalty for premature vacating

a) All stand spaces are provided by YONTEX without stand construction or any other technical services, unless expressly agreed otherwise. The exhibitor is solely responsible for the construction and design of the stand, as well as for ensuring compliance with the relevant statutory provisions, technical guidelines, circulars and conditions of participation. Detailed information on the technical guidelines of the respective exhibition centre operators can be found on their websites.
b) A claim to the allocated stand space only arises once the invoice has been paid in full; the exhibitor must provide proof of this.
c) Set-up and dismantling times must be strictly adhered to. Detailed information regarding set-up and dismantling will be provided in good time. YONTEX reserves the right to issue set-up and dismantling passes or to impose other necessary conditions for access. Unless otherwise stated, stand set-up must commence no later than 12:00 noon on the day before the exhibition begins.
d) If the rented space has not been occupied by the latest time specified for the start of set-up work, or if no notification is provided, YONTEX reserves the right to dispose of the space otherwise from that time onwards without further notice. YONTEX's claims shall be determined in accordance with Clause 8. Dismantling may only take place on the final day of the exhibition after the end of visiting hours. After dismantling, the area must be restored to its original condition.
e) The exhibitor must compensate YONTEX for any damage caused by improper handling
f) YONTEX or, on YONTEX's instructions, to the exhibition centre operator. Should the dismantling time be exceeded, YONTEX is entitled to arrange for the stand structures to be cleared and stored at the exhibitor's expense and risk.
g) Premature clearance of the exhibition stand constitutes a serious breach of these Terms and Conditions of Participation, entitling YONTEX to refuse the exhibitor admission to future YONTEX events. A contractual penalty of EUR 2,000.00 shall also be payable for each culpable breach.
h) The exhibitor must enter into a separate contract with the relevant supplier for the provision of electricity, water, etc. In the exceptional event that this is not the case, YONTEX will invoice the exhibitor for these services.
i) For certain services (e.g. haulage, cleaning, security) within the venue, only approved service providers – listed on 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 themselves.
k) It is essential that the stand is extended into the neighbouring stand without encroaching on its space. The allocated stand dimensions must not be exceeded under any circumstances. Should the exhibitor or the stand builder commissioned by them fail to comply with the stand construction regulations or other statutory provisions, they shall be liable for all damages resulting from the breach of these provisions.

To enable trade visitors or business partners to gain free admission, exhibitors will receive free e-codes. The transfer of invitation vouchers for a fee is not permitted. Any misuse will result in the invalidation of the invitation vouchers.

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

a) For stand hire, every square metre or part thereof is charged in full, without taking into account projections, beams, installation connections and the like.
b) Invoices may be issued together with the allocation confirmation or at a date specified in the allocation confirmation.
c) The invoice amount for the trade fair participation contract, as well as for any other orders and services commissioned separately, is due for payment without deduction by the payment deadline stated on the invoice. Payments must be made only to the account specified on the invoice. Bank charges are to be borne by the exhibitor. If the exhibitor pays by credit card or other payment card, they must also reimburse a flat fee of €150 and the transaction fees incurred by YONTEX. These typically amount to up to 3.25 per cent of the payment amount.
d) If the contracting party provides a different billing address at the time of registration, they authorise the person or company specified to receive the invoice and any other payment requests. This does not release the contracting party from their payment obligation.
e) In the event of late payment, the statutory interest rate of nine percentage points above the base rate applicable at the time the default occurs shall apply (Section 288(2) of the German Civil Code (BGB)).
f) The right to occupy the stand shall only apply upon full settlement of all invoiced amounts. Proof of payment must be provided by the exhibitor.
g) To secure its claims arising from the contractual relationship, YONTEX reserves the right to assert the statutory lessor's right of retention. Products, stand structures and fittings may not be removed from the exhibition grounds until the exhibitor has settled all claims arising from this contract; in such a case, their removal is hereby prohibited. The exhibitor/co-exhibitor must provide YONTEX with information regarding the ownership status of these items at any time. Should an exhibitor/co-exhibitor fail to meet their payment obligations, YONTEX may, at its discretion, retain these items in whole or in part and have them sold at public auction or by private treaty at the exhibitor's expense. The statutory provisions regarding the realisation of a pledge are – to the extent permitted by law – excluded. YONTEX accepts no liability for damage to items retained in this manner, unless YONTEX is found to have acted with intent or gross negligence.
h) If YONTEX has issued an invoice including 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 had the exhibitor provided YONTEX with the necessary details in good time, then -YONTEX, if, at the exhibitor's request, it replaces the invoice issued with German VAT with an invoice without German VAT, may charge the exhibitor a fee of EUR 50.00.
i) If the exhibitor requests that an invoice be amended because the exhibitor's name, legal form or address has changed, the exhibitor shall pay YONTEX a sum of EUR 50.00 for each amendment to the invoice, unless the details contained in the original invoice regarding the exhibitor's name, legal form or address were incorrect

12. Online Exhibitor Portal, Communications between the Parties, Requirement for Written Form

a) YONTEX provides an online exhibitor portal for each event, on which the exhibitor sets up an account and through which, on the one hand, the exhibitor submits their registration electronically and, on the other hand, YONTEX sends the exhibitor notifications in writing concerning the conclusion and performance of the contract (e.g. stand allocation, admission, invoices, etc.). This does not affect YONTEX's right to send the exhibitor notifications and declarations in text or written form via other standard means of communication.
b) YONTEX will inform the exhibitor by email each time a new document intended for the exhibitor is uploaded to the exhibitor portal. For this purpose, the exhibitor must provide a valid email address when opening their account on the exhibitor portal. The exhibitor shall ensure that the inbox of this email address is checked regularly and that the technical requirements for receiving emails are always met. Should the email address to be used change, the exhibitor shall update this in the portal in good time and on their own initiative, or notify YONTEX immediately. Should YONTEX incur any loss or damage due to a lack of or

inadequate technical requirements and/or due to the failure to provide a new email 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 made available to the Exhibitor by YONTEX via the Exhibitor Portal and YONTEX has sent a corresponding notification of the document's availability to the most recent email address provided by the Exhibitor on the Portal or explicitly designated to YONTEX for this purpose.
d) All legal declarations by YONTEX, including any amendments or additions thereto, require at least written confirmation, even if they have already been made verbally.

13. Complaints

a) The contracting party must immediately report any defects in the stand space provided or in other services provided by YONTEX to YONTEX via the service hotline.
b) If the contracting party fails to report such defects, it shall be liable to YONTEX for compensation for any resulting damage. Insofar as YONTEX was unable to remedy the situation as a result of the failure to report the defects, the contracting party may not derive any rights from the defects.

14. Subletting, Co-exhibitors, Prohibition on Assignment

a) The contracting party is not entitled, without YONTEX's permission, to make the stand allocated to it available to a third party, in whole or in part, for use – in particular to sublet it or to accept orders on behalf of other companies – unless the third party is a registered co-exhibitor approved by YONTEX (= anyone appearing at the Contractual Partner's stand with their own staff and their own range of products).
b) The contracting party must inform YONTEX in writing of the identity of the third party in good time before the start of the event and obtain YONTEX's permission. 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 represented companies are only those companies that have been expressly registered as co-exhibitors by the contracting party and approved by YONTEX.
d) The contracting party is prohibited from assigning any claims against YONTEX to third parties.

15. Restriction on set-off and right of retention

a) Set-off against counter-claims of the Contracting Party is only permitted if such claims are acknowledged, undisputed, have been legally established or are ready for a decision. The Contracting Party's right to set-off under the German Civil Code ( ) exists without restriction, provided that the claim being set off is synallagmatically linked to the principal claim.
b) The contracting party is only authorised to exercise a right of retention to the extent that its counter-claim is based on the same contractual relationship.

16. Trademark and Product Piracy

It is prohibited to exhibit products or offer services at a YONTEX event whose manufacture, placing on the market, distribution, possession or promotion infringes laws on the protection of intellectual property or industrial property rights. It is the exhibitor's responsibility to ensure that the copyright or other industrial property rights to the exhibits are protected.
If YONTEX is presented with an enforceable court order, such as an interim injunction, by an exhibitor or co-exhibitor, which prohibits another exhibitor from manufacturing, placing on the market, distribution, possession or promotion of all or any of the products exhibited or services offered by that exhibitor, YONTEX shall be entitled to terminate the trade fair participation agreement with that exhibitor without notice on grounds of good cause and to close their stand immediately by way of self-help. The exhibitor or co-exhibitor affected by these measures shall be excluded from participating in subsequent YONTEX events.

YONTEX shall lift the aforementioned sanctions if the exhibitor or co-exhibitor concerned provides evidence that the enforceable court decision leading to the imposition of the sanctions has been set aside – either in its entirety or solely with regard to its enforceability – or has been

amended in such a way that the conditions for termination, stand closure and exclusion from further trade fairs no longer apply. Insofar as YONTEX implements measures or regulations to protect intellectual property or industrial property rights during the duration of the YONTEX event, and an exhibitor or co-exhibitor is accused of infringing the relevant rights of another exhibitor through exhibits displayed or offered by them at BrauBeviale/drinktec, fails to comply with these measures or does not submit to the regulations, YONTEX shall be entitled to exclude that exhibitor from participating in subsequent BrauBeviale/drinktec trade fairs. Claims for damages by the exhibitors concerned against YONTEX arising from the contractual implementation of the measures described above are excluded, except in cases of wilful misconduct or gross negligence.

17. Cancellation, postphonement, interruption or closure of the event

a) After the conclusion of the contract, YONTEX may cancel the event in whole or in part, reschedule it, shorten it, terminate it, interrupt it or close it if the staging of the event at the venue and/or at the time of the event is wholly or partially impossible (in accordance with Section 275(1)–(3) of the German Civil Code (BGB)) or if there is a valid reason and YONTEX or its vicarious agents are not responsible for that valid reason. Such an interruption includes the option of postponing the end of the event to compensate, in whole or in part, for the interruption.

b) A valid reason within the meaning of clause 17(a) exists
   a. if there are sufficient grounds to suggest that holding or continuing the event would result in an unacceptable, specific risk to life, limb or health, or
   b. if there are sufficient grounds to suggest that holding or continuing the event would result in a specific risk of significant damage to property, or
   c. if, due to a natural disaster, war, a pandemic, an epidemic, a terrorist threat or attack, industrial action, a restriction on transport, supply and/or communication networks, an unexpected restriction on the usability of the event venues, travel restrictions, official orders, official recommendations or requirements, or force majeure, the holding or continuation of the event is significantly impeded in whole or in part, or there is a threat of such a significant impediment. A significant disruption shall be deemed to exist if the event cannot be held as planned and, as a result, the purpose of the event cannot be achieved for visitors, exhibitors and the organiser, or can only be achieved subject to significant restrictions.

c) Furthermore, following the conclusion of the contract, YONTEX may cancel the event up to 8 weeks before it begins if, as a result of the withdrawal or cancellation of other exhibitors, more than 60 per cent of the stand space let or more than 60 per cent of the registered exhibitors (including co-exhibitors) are lost compared with the registration figures at the time of the general dispatch of the allocation confirmations, as a result of which the industry can no longer be represented in its essential parts at the event, and consequently the purpose of the event for visitors, exhibitors and the organiser cannot be achieved, or can only be achieved with significant restrictions.

d) YONTEX shall decide, at its reasonable discretion, whether and which measure is to be taken in accordance with clause 17(a) or 17(c), taking into account the legitimate interests of visitors and exhibitors.
   If it is impossible to hold the event in its entirety in accordance with Section 275 of the German Civil Code (BGB), YONTEX shall in any event always be entitled to cancel the event.

e) YONTEX must inform the affected exhibitors without delay of any measure taken in accordance with clause 17(a) or 17(c).

f) If the event is cancelled prior to its commencement in accordance with clause 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 hire fees already paid and any other components of remuneration.

g) If the event is cancelled, interrupted, shortened or closed in accordance with clause 17(a) after it has commenced, YONTEX shall be released from its contractual obligation to perform from that point in time or for the duration of the interruption. The stand hire fee shall be reduced in proportion to the duration of the event that has been cancelled relative to the planned total duration of the event. No reduction in the stand hire fee shall apply in the event of a minor shortening or interruption of the event amounting to up to 15 per cent of the event

duration. Where the interruption is offset by a postponement of the end of the event, no reduction in the stand hire fee shall apply. The exhibitor shall be reimbursed for any excess stand hire fee paid.

h) If, prior to its commencement, the event is shortened or rescheduled in accordance with Clause 17(a) without the exhibitor's consent, and as a result the exhibitor no longer has any interest in participating in the event, the exhibitor may withdraw from the contract. Withdrawal must be notified to YONTEX in writing without delay, but no later than 14 days after notification of the rescheduling or shortening. If the exhibitor gives notice of withdrawal in good time, Clause 17(f) shall apply mutatis mutandis.

i) If the event is cancelled, terminated, interrupted, shortened, rescheduled or closed only in part (e.g. in relation to a specific hall), the legal consequences set out in clauses 17(f) to (h) shall apply mutatis mutandis only in respect of those exhibitors directly affected by the measure pursuant to clause 17(a). Exhibitors of those parts of the event that take place as scheduled remain obliged to pay the full stand hire fee.

j) The exhibitor may not assert any claims for damages or reimbursement of expenses on the basis of a measure pursuant to clause 17(a) or 17(c); notwithstanding this – subject, however, to the restrictions set out in clause 22 – the exhibitor retains claims arising from impossibility of performance for which YONTEX or one of its vicarious agents is responsible, in accordance with Section 275 of the German Civil Code (BGB).

k) Any further rights of YONTEX arising from a disruption of the basis of the contract in accordance with Section 313 of the German Civil Code (BGB) remain unaffected by this Clause 17.

18. Advertising, stand parties, serving of food and drinks

a) Advertising of any kind is permitted only within the stand allocated to the exhibitor. Advertising activities 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 materials and promotional items outside the stand area, YONTEX will invoice the company responsible for the costs incurred for their removal and disposal.

c) The organisation of a stand party is subject to notification and authorisation. The relevant guidelines and registration conditions as set out in the Exhibitor Portal apply.

d) YONTEX reserves the right to restrict or revoke all authorisations to the extent that this appears necessary in the interests of maintaining orderly exhibition operations. Advertising activities that contravene statutory provisions or public decency, or that are of an ideological or political nature, are prohibited within the exhibition grounds.

e) Signage on stands and exhibits, as well as company and brand logos, must not exceed the prescribed height. All demonstrations and presentations, as well as all forms of visual, moving or audio advertising, must not cause a nuisance to other event participants, must not cause crowds of visitors that lead to congestion in the aisles, and must not drown out the exhibition centre's own public address systems in the halls. The noise level must not exceed 60 dB(A) at the stand boundary.

f) YONTEX is entitled to restrict or prohibit any demonstrations that cause noise, visual disturbances, dirt, dust, vibrations or other emissions, or that for any other reason result in a significant disruption to the event or to event participants.

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, as well as scrolling text displays at the stand boundary, are not permitted.

i) The sale of food and drink by the exhibitor or by 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); the provision of food and drink free of charge for the purpose of entertaining customers on the exhibitor's rented stand area is permitted. The exhibitor also has the option of commissioning the contracted catering providers operating on the exhibition grounds to provide catering services for their stand.
The exhibitor remains responsible for the catering at their stand. YONTEX will handle the central application for the official licence in accordance with Section 12 of the Restaurants

Act for the exhibitor's stand. The exhibitor remains responsible for ensuring compliance with statutory provisions and official requirements regarding catering, in particular hygiene regulations, the protection of minors and the protection of non-smokers.

j) Deliveries to exhibition stands, particularly from outside the exhibition grounds, are only permitted to a limited extent. YONTEX is entitled to allow deliveries to stands only at specific times.

k) YONTEX is entitled to enter the stand to check compliance with the above regulations. It is also entitled to remove, cover or otherwise prevent any advertising that contravenes the aforementioned regulations, at the exhibitor's/co-exhibitor's expense and risk.

19. Consent to film, image and sound recordings

a) The contracting party consents to YONTEX making or commissioning film, image and sound recordings, as well as drawings of exhibition stands and individual exhibits, for the purposes of documentation or for its own publications, in particular on the internet and for advertising purposes, and to using such material. This permission to use such material, which is valid for an unlimited period, includes, in particular, the production, publication, reproduction, exploitation and editing/modification, and is therefore also unrestricted in terms of subject matter.

b) Visual and audio recordings are permitted only during opening hours within the exhibitor's own stand. The exhibitor must apply to Yontex for a film/photography permit for any recordings beyond this.

c) Yontex or a service provider commissioned by it is entitled to make visual and audio recordings throughout the entire exhibition grounds and to use these for its own or general publications, whilst respecting the right of persons depicted to their own image. , the exhibitor, grants YONTEX, in respect of its stand and to the extent necessary, the right to use 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 one's own image – and warrants that it is entitled to grant such rights. Where applicable, the Exhibitor must ensure that such authorisation is obtained in good time and at their own expense, or must inform YONTEX if such authorisation is not available. The Exhibitor shall indemnify YONTEX against any claims by third parties and claims for damages in this regard.

20. Smoking ban

There is a general ban on smoking throughout the exhibition grounds. Smoking is permitted only in the specially designated areas.

21. Security

YONTEX is responsible for the general security of the entrances, halls and outdoor areas. The exhibitor is responsible for ensuring the security of their stand and its products during the event days and throughout the entire set-up and dismantling period.
Requests for such security guards may only be made to a security company authorised by YONTEX or by the exhibition centre operators; the costs must be paid directly to that company. The general security services provided by YONTEX do not extend YONTEX's limited liability as described in clause 22 below.

22. Limitation of Liability

a) YONTEX's strict liability for initial defects in the exhibition grounds or the stand space provided is excluded.

b) YONTEX shall have unlimited liability in cases of wilful misconduct or gross negligence on the part of YONTEX or its vicarious agents, and in cases where a negligent breach of duty by YONTEX or its vicarious agents results in injury to life, limb or health.

c) Any other claims for damages by the exhibitor, including those arising from pre-contractual obligations and tort, may only be asserted in so far as they

i. arise from 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 grounds 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 breach of a material contractual obligation due to slight or moderate negligence, however, YONTEX's liability is limited in amount to the damage foreseeable at the time the contract was concluded and typical of 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 reasonably rely.

d) The above limitation of liability also applies to the personal liability of YONTEX's vicarious agents.
e) The above limitation of liability applies only to businesses, legal entities under public law and special funds under public law.

23. Insurance

The contracting party is, in principle, obliged to ensure adequate insurance cover itself. Taking out exhibition insurance to cover transport and storage risks is recommended and may be arranged through a framework agreement by the venue operator.

24. Heating, lighting, electricity and water connections

YONTEX provides general air conditioning and lighting for the halls. Where connections for electricity and water are required, these must be ordered via the exhibitor portal. Installation and consumption are at the exhibitor's expense. All installations up to the stand connection may only be carried out by companies authorised by the exhibition management. These companies receive all orders through the mediation and with the approval of the exhibition management and issue invoices for installation and consumption directly, in accordance with the standard rates published by the exhibition management.
The permanently installed connections for electricity and telephone – the exhibitor must enquire with the exhibition management regarding their location before placing an order – are also available to neighbouring stands if required. If supply cables need to be covered due to a tripping hazard, the respective client must bear the costs. No claims for compensation may be derived from this. The neighbouring stand holder concerned must be informed when water is supplied.
The stand holder is liable for any damage caused by unauthorised consumption of energy. YONTEX accepts no liability for any interruption or fluctuation in the supply systems or special connections. Fire safety and trade licensing regulations must be strictly observed (see the Online Service Centre).

25. Cleaning and Waste Disposal

YONTEX is responsible for cleaning the site, the halls and the aisles. The cleaning of the stands is the responsibility of the exhibitors and must be completed daily by 7.00 pm at the latest or by the start of the exhibition in the morning. Stand cleaning may 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. To ensure that exhibitors fulfil the aforementioned obligations, YONTEX commissions an official service partner to carry out proper waste disposal. The disposal of production waste and exhibition stands is excluded from this. The requirements of the Commercial Waste Ordinance are met during disposal by the service provider commissioned by YONTEX. The disposal costs incurred in this regard are covered for exhibitors by the flat-rate waste disposal fee in accordance with Clause 6 of the Terms and Conditions of Participation. The provisions on waste management set out in Clause 6.1 of the 'Important Information with Technical Guidelines' remain unaffected in all other respects.

26. Limitation period

All claims by the exhibitor against YONTEX in connection with participation in the trade fair shall become time-barred six months after the end of the month in which the final day of the respective event falls. This shall not apply to claims for damages arising from personal injury (damage resulting from loss of life, bodily injury or damage to health) caused by a breach of duty for which YONTEX, its legal representatives or vicarious agents are responsible, nor to claims for damages arising from an intentional or grossly negligent breach of duty by YONTEX, its legal representatives or vicarious agents.

27. Right to enforce house rules

YONTEX – as does the site owner – exercises the right to manage the premises throughout the entire event venue during set-up, the duration of the event and dismantling.

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

The place of performance and venue of jurisdiction shall be Nuremberg if the contracting party is a trader, a legal person governed by public law or the body responsible for a special fund under public law. If the contracting party is a trader, a legal entity under public law or the body responsible for a special fund under public law, or if the contracting party 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, however, to assert its claims before the court of the place where the exhibitor has its registered office.

29. Data Protection

Personal data collected from or provided by the exhibitor may be used for the fulfilment of YONTEX's business purposes in accordance with statutory data protection regulations. YONTEX and its affiliated companies, as well as their overseas representatives, are also entitled to use this personal data to provide regular information about the services of YONTEX and its affiliated companies, as well as their overseas representatives, by post, email, telephone or fax. The exhibitor may object to future marketing communications at any time. A list of these companies and overseas representative offices – some of which are located outside the European Union (EU) and the European Economic Area (EEA) – may be requested from YONTEX. The exhibitor must ensure that the data protection requirements for the aforementioned uses are met by taking appropriate measures (e.g. obtaining consent from its employees). The exhibitor shall be liable to YONTEX for any damages and expenses arising from a breach of this obligation and shall indemnify YONTEX against any corresponding claims by third parties upon first request. In all other respects, YONTEX's privacy policy applies, which is available online atwww.yontex.com/datenschutz .

Severability clause

Should any provision of these Terms and Conditions of Participation be partially invalid or incomplete, this shall not affect the validity of the remaining provisions or of the contract. In such a case, the parties undertake to replace the invalid provision with a provision, or to fill the gap with a provision, which best achieves the economic purpose intended by the parties.

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