## As at 6 June 2025

#### Düsseldorf, 11-12 March 2026

#### **Circular Valley Convention**

Uniting Industries for a Circular Tomorrow Düsseldorf, 11 March 2026 – 12 March 2026

# **Conditions for Participation**

# A Special Conditions for Participation in Circular Valley Convention

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## **A Special Conditions for Participation**

## Organiser and intermediary company

#### a. Organiser

Messe Düsseldorf GmbH Messeplatz Stockumer Kirchstrasse 61 40474 Düsseldorf Germany

Postal address: PO box 10 10 06 40001 Düsseldorf Germany

Phone: +49 211 4560-01 Fax: +49 211 4560-668

Internet https://www.messe-duesseldorf.de

(hereinafter also referred to as the trade fair company)

#### b. Intermediary company:

Wellfairs GmbH Düsseldorfer Strasse 41 40667 Meerbusch, Germany

Phone: +49 2132 51022 40 E-mail: info@wellfairs.de

(hereinafter referred to as the intermediary company)

## 2 Event title

Circular Valley Convention Uniting Industries for a Circular Tomorrow

## 3 Venue

Areal Böhler Hansaallee 321 40549 Düsseldorf Alte Schmiedehalle

# 4 Duration, opening times and dates

Construction time: 8 March – 10 March 2026

Duration:

11 March - 12 March 2025

Opening times:
On 11 March 2026
from 9:00 a.m. to 6:00 p.m. and the subsequent evening event
On 12 March 2026
from 9:00 a.m. to 5:00 p.m.

Dismantling time:

12 March 2026 from 5:00 p.m. to 11:59 p.m. 13 March 2026 from midnight to 4:00 p.m.

The exhibitors must allocate their planned exhibits to the product categories in their registration applications. Only products that are registered stating the product category can be approved and exhibited. Any text in the registration application that deviates from the product categories (also see product list in the application) will not be taken into account.

## 6 Participation fees

The following net participation fees have been set for Circular Valley Convention. The prices quoted are package prices. Details regarding the scope and equipment can be found on the registration form:

- CVC Start Up (6m² incl. booth construction): € 2,500
- CVC Exhibitor Booth 1 (9m² incl. booth construction): € 4,950
- CVC Exhibitor Booth 2 (12m² incl. booth construction): € 6,850
- CVC Partner (12m² incl. booth construction, branding and 4 Circular Platinum Pass Tickets): € 10,950
- CVC Innovation Partner (15m² incl. booth construction, branding and 8 Circular Platinum Pass Tickets): € 16,650
- CVC Gold Partner (30m² without booth construction, incl. branding, speaker slot and 12 Circular Platinum Pass Tickets): € 22,100
   CVC Gold Partner (50m² without booth construction, incl. branding, speaker slot and 15 Circular Platinum Pass Tickets): € 33,100

A Early Bird discount of 10 % will be granted when the exhibiter registration is submitted before July 31st 2025.

#### Fee for co-exhibitors

(Amount due for display and presentation options) € 1,600.00

Cancellation fee prior to authorisation € 500.00 Additional exhibitor pass € 300.00/piece

For any invoices reissued on your request, we will charge a fee of € 50.00 per reissue.

The participation fees include payment for tickets to exhibitors' evening events or similar events.

The fees for individual services can be found at the relevant locations in the exhibitor portal. The trade fair company reserves the right to charge an appropriate advance payment for these services (see Section 14 Part B of the General provisions of the Conditions for Participation).

The amount charged for the Association of the German Trade Fair Industry (AUMA) of € 0.60 per square metre is already included in the package price.

Participation fees and all other payments are calculated in euros and are net prices, e.g. without value-added tax and/or other consumer or service tax. If such taxes are triggered by the services, they shall be payable in addition to the agreed price. Exhibitors are not entitled to reduce payments to Messe Düsseldorf by current or future taxes (including any withholding tax), duties and/or levies. If and to the extent that exhibitors are obligated to retain and pay such duties on behalf of Messe Düsseldorf GmbH, this retention shall be borne by the exhibitors. Exhibitors shall ensure the contractually agreed payment of the participation fees and other fees on the due date and shall pay the required duties to the requesting authority on its own account in the name of Messe Düsseldorf GmbH within the legally prescribed period. Exhibitors shall forward the certificate of payment issued by the authority to Messe Düsseldorf GmbH within one week of receipt of the certificate.

### 8 Exhibitor passes

The exhibitor passes (see Section 6 of the Special provisions of the Conditions for Participation) are intended exclusively for exhibitors, their booth personnel and representatives. In the event of misuse, passes shall be revoked without replacement. The number of exhibitor passes that are provided free of charge is based on the package booked and the following list:

- CVC Start Up: 2
- CVC Exhibitor Booth 1: 3
- CVC Exhibitor Booth 2: 4
- CVC Network Partner: 4
- CVC Start Up Partner: 5
- CVC Gold Partner: 7
- CVC Gold Partner: 10

Additional exhibitor passes can be ordered from the trade fair company for a fee in due course. After payment of the co-exhibitor fee, 2 exhibitor passes will be provided to each co-exhibitor free of charge.

## 9 Deviations/supplements

These Conditions for Participation are governed by the laws of the Federal Republic of Germany.

The German text is binding.

Düsseldorf, June 2025 Messe Düsseldorf GmbH

# General provisions of the Conditions for Participation

## 1 Registration

The trade fair company provides trade fairs in a physical-digital format ("hybrid trade fairs" comprising both an onsite event and a digital range of services) as well as "purely virtual" trade fairs (consisting exclusively of digital services).

Registration shall be effected by using the electronic means provided in the manner intended for this purpose, with acceptance of these Conditions for Participation, the valid price lists, any Special Conditions for Participation and the Technical Guidelines issued at a later date.

During registration, it may be necessary to fill out forms provided for this purpose. These must be filled out with a legally binding signature and sent to the address below, with acceptance of these Conditions for Participation, the valid price lists, any Special Conditions for Participation and the Technical Guidelines.

Messe Düsseldorf GmbH PO box 10 10 06 40001 Düsseldorf Germany.

In the case of plant and machinery, especially in the context of hybrid trade fairs, the exhibits must be specified in detail, including weight and height. Brochures and production descriptions must be submitted for detailed presentation at the request of the trade fair company.

Any conditions or reservations listed in the registration will not be considered. Requests for particular booth locations, which will be taken into account wherever possible at hybrid trade fairs, do not represent a condition for participation. Exclusion of competition is not granted.

Registration is binding regardless of authorisation by the trade fair company. A registration is only considered finalised upon its receipt and, if applicable, upon receipt of the guarantee amount by the trade fair company and is binding until notification of authorisation or final refusal. The receipt of the registration and, if

applicable, of the crossed check will be confirmed. We hereby expressly refer to Messe Düsseldorf GmbH's data privacy information (www.messe-duesseldorf.de/datenschutz).

# For the start of layout planning, see Section 3 of the Special provisions of these Conditions for Participation

Any registrations received after this date may be put on a waiting list if the areas in question are overbooked.

The VAT-ID no. (for EU applicants) or the proof of a certificate of entrepreneurial status (for applicants from non-EU countries) to be submitted during registration serves to allocate applicants for VAT purposes. Applicants warrant the accuracy or validity of their VAT ID no. or certificate of entrepreneurial status and the allocation to their entrepreneurial area. They undertake to inform the trade fair company without delay of any changes regarding these circumstances. Applicants use the VAT ID no. or certificate of entrepreneurial status for their participation in the event, and these shall also be used for all further transactions between applicants and the trade fair company.

## 2 Authorisation

Exhibitors at the event are the manufacturers of the exhibits. Trading companies can only be authorised if they provide proof that they alone are entitled to exhibit and sell the products and services presented at the trade fair to the exclusion of the manufacturer. This is intended to prevent duplicate exhibits with products from the same production line.

As a general rule, only exhibitors whose registered products and services correspond to the event's range of offerings and fulfil the requirements set out in Section 1 will be authorised. The trade fair company shall determine the eligibility of exhibitors and exhibits. Exhibitors are not legally entitled to authorisation. Exhibitors who fail to meet their financial obligations to the trade fair company or who infringe upon the Conditions for Participation, Technical Guidelines or statutory provisions can be excluded from participation.

At the trade fair company's discretion, authorisation as an exhibitor with exhibition products will be confirmed either in writing or via electronic channels and is only valid for the exhibitor specified.

If the authorisation is sent or made available in the exhibitor portal of the exhibitor's contact person named in the registration application, this concludes an exhibition contract between Messe Düsseldorf GmbH and the exhibitor. The exhibitor is sent individual access data via electronic mail using the authorisation

documents provided in the exhibitor portal. This information is deemed to have been received by the exhibitor as soon as it reaches the exhibitor's area of control. The exhibitor shall ensure that the inbox is checked regularly and that the technical requirements for receiving e-mails are always met. The exhibitor shall inform the trade fair company immediately if its stated e-mail address changes. If the trade fair company suffers damage due to missing or inadequate technical requirements and/or due to the failure to communicate a new e-mail address, the exhibitor shall be obligated to compensate the trade fair company. For hybrid trade fairs, the exhibitor will be provided with a hall plan showing the location of the booth and, if applicable, a site map or hall plan in the exhibitor portal.

The trade fair company is entitled to withdraw the granted authorisation if it was granted based on false premises or information or if the authorisation requirements subsequently no longer apply. In the case of hybrid trade fairs, if the area is not available for reasons for which the trade fair company is not responsible, the exhibitor is entitled to a refund of the participation fee. The exhibitor is not entitled to claim damages.

If circumstances make it absolutely necessary and taking into account what is reasonable for the exhibitor, the trade fair company may allocate a booth in a different location or slightly change the size of the booth, stating the reasons for doing so, in deviation from the authorisation. It reserves the right to relocate the entrances and exits to the trade fair premises and to the halls as well as the aisles

## 3 Payment terms

An invoice for participation will be sent to the exhibitor at the same time as or after the authorisation and allocation of its booth location. Invoices shall be delivered to exhibitors exclusively via electronic means (e-mail with PDF attachment) in unencrypted form, by sending them to the e-mail address provided by the exhibitor and/or by deposit in the exhibitor portal of the exhibitor's contact person named in the registration application. An invoice shall be deemed to have been received by the exhibitor as soon as the e-mail reaches the exhibitor's area of control (e-mail account with an internet provider and/or deposit in the exhibitor portal of the exhibitor's contact person named in the registration application). The exhibitor shall ensure that the inbox is checked regularly and that the technical requirements for receiving e-mails are always met. The exhibitor shall inform the trade fair company and intermediary company immediately if its stated e-mail address changes. If the trade fair company suffers damage due to missing or inadequate technical requirements and/or due to the failure to communicate a new e-mail address, the exhibitor shall be obligated to compensate the trade fair company. Objections shall be submitted in writing without delay after receipt of the invoice. Subsequent objections will not be recognised.

All participation invoices issued by the trade fair company (or the intermediary company) become fully due on the invoice date. Invoices on further services or deliveries ordered separately become due on the invoice date, i.e. generally before the beginning of the event, but at the latest at the time of service provision and delivery.

If invoices are sent to third parties upon instruction by an exhibitor, the exhibitor shall nevertheless remain the debtor.

We ask that payments, indicating the invoice number and the name of the event, be made to:

Messe Düsseldorf GmbH PO box 10 10 06 40001 Düsseldorf Germany

to the following bank account:

Stadt-Sparkasse Düsseldorf IBAN: DE59 3005 0110 1009 2251 76 BIC code: DUSSDEDDXXX

All invoices shall accrue interest at 9 percentage points above the respective base rate 30 days after the due date and invoice issued. If the exhibitor fails to meet the payment deadlines (also due to failure to pay in full for the booth area), the trade fair company may declare that the entire approved booth area has been revoked and dispose of it otherwise.

Section 5 of the Terms and Conditions applies with regard to the reimbursement of costs.

For all unfulfilled obligations, the trade fair company may retain the exhibitor's booth equipment and exhibition goods brought in as part of a hybrid trade fair on the basis of the right of lien. Section 562a sentence 2 BGB shall not apply

unless sufficient security already exists. If payment is not made within the set period, the trade fair company may sell the retained items on the open market after giving written notice. The trade fair company shall be liable for damage to and/or loss of pledged property only in cases of wilful intent or gross negligence.

## 4 Co-exhibitors and joint booths

Without the approval of the trade fair company, exhibitors are not permitted to assign a booth allocated for participation in a hybrid trade fair or parts thereof to third parties, either for a fee or at no charge. Goods or businesses not named in the authorisation may not be advertised on the booth.

To include a co-exhibitor, exhibitors must apply to the trade fair company / intermediary company via the exhibitor portal. The co-exhibitor is subject to the same conditions as the main exhibitor. It must pay the stated co-exhibitor fee to the trade fair company. In addition, the main exhibitor of a booth shall always remain the debtor for the co-exhibitor fee. If a co-exhibitor is included without the consent of the trade fair company, the trade fair company is entitled to terminate the contract with the main exhibitor without notice and to have the booth vacated at the main exhibitor's expense. In this respect, the exhibitor waives the rights of unlawful interference. The main exhibitor is not entitled to claims for damages. All exhibitors who present products or services at or appear on the booth in addition to the main exhibitor shall be considered co-exhibitors. They shall also be deemed co-exhibitors if they have close commercial or organisational ties to the main exhibitor. Company representatives are not allowed as co-exhibitors. Additionally represented manufacturers are those whose products are sold at the booth by the exhibitor without the manufacturer itself being present.

Manufacturers of equipment, machines or other products that are required to demonstrate an exhibitor's range of goods but are not offered at the booth are not considered co-exhibitors. Co-exhibitors may be included in the catalogue with their full address based on the entry conditions, provided that the fees have been paid and the documents have been submitted on time. The trade fair company may authorise larger joint booths as part of hybrid events if these can be incorporated into an event's subject-specific structure. The exhibitor portal must be used for registration. All provisions apply to every exhibitor. If a booth is allocated jointly to two or more companies, each company shall be jointly and severally liable to the trade fair company. The jointly exhibiting companies shall name a joint representative in the registration application.

### 5 Withdrawal and non-participation

Withdrawal from a registration is possible until authorisation. In this case, a cancellation fee must be paid (in accordance with the Special Conditions for Participation). The applicant is entitled to prove that the cancellation fee demanded is too high. After authorisation, withdrawal or a reduction of the booth area by the exhibitor is no longer possible, both for hybrid and purely virtual trade fairs. In the event of non-participation, the participation fees and the fees for any other services must be paid in full.

In the case of hybrid trade fairs, the following special considerations apply: Should the trade fair company swap unoccupied areas to maintain the overall look, this does not release the exhibitor from payment obligations.

If the exhibitor refrains from occupying the allocated booth area and if this space can be rented to another exhibitor by the trade fair company (no swapping of allocated areas), the exhibitor must pay 25% of the participation fee, but at least the fee stated in the Special Conditions for Participation as a cancellation fee prior to authorisation.

If a co-exhibitor does not participate in the event, the co-exhibitor fee must be paid in full. The withdrawal and non-participation of the main exhibitor shall also result in the exclusion and revocation of the authorisation of a co-exhibitor or additionally represented company.

If an application is made to open court insolvency proceedings with regard to the exhibitor's/co-exhibitor's assets or if such an application is rejected due to insufficient assets, the trade fair company is entitled to terminate the contract without notice. In any case, the exhibitor must inform the trade fair company of the application for the proceedings without delay. The above paragraphs apply accordingly to the payment obligations.

It is possible for exhibitors to cancel any ordered booth construction services for participation in a hybrid trade fair free of charge until the exhibitors are authorised for the event. After authorisation, the trade fair company charges a cancellation fee of € 250.00 for booth construction. 50% of total order value is billed for booth construction cancellations between four and two weeks before the start of the trade fair. After this date, the trade fair company charges 95% of total order value.

### 6 Exhibited products, sale regulations

Products or services that are not listed in the authorisation must not be exhibited or offered. Unauthorised goods may be removed by the trade fair company at the exhibitor's expense. Operating and demonstrating the exhibits is only possible in line with the approved standards. Reference will be made to any labelling with the "CE" mark. For hybrid trade fairs, products and exhibits with highly flammable contents are allowed in the booth area only to the extent authorised by the trade fair company.

At hybrid events, sales must only take place in the authorised booth area. Each exhibitor may only receive, sell and distribute orders for the goods and services listed in its authorisation. Exhibition goods may not be delivered or removed from the booth until the event has ended. In addition, the statutory provisions (in particular price labelling legislation) must be complied with at both hybrid and purely virtual trade fairs.

The special statutory requirements of the Federal Republic of Germany must be observed for the sale and exhibition of certain products, e.g. pharmaceuticals.

#### List of exhibitors

The trade fair company publishes the list of exhibitors. This is issued online (on the internet).

At the trade fair company's discretion and balancing the legitimate interests of the trade fair company with the legitimate interests of the exhibitors, it is also published as a printed catalogue and/or mobile app for hybrid trade fairs. The balancing process particularly takes into consideration the aspects of sustainability, economic efficiency, accessibility and ergonomics of the method of presenting information.

The list of exhibitors features the exhibitor with the basic information stated in the registration: company name, postal address and booth number.

The entry in the list of exhibitors is included in the participation fee, irrespective of the medium in which it is published. The publication of further information is subject to a charge. The trade fair company or an authorised third party will inform exhibitors in detail about additional entry and listing options in good time. The trade fair company shall be liable for incorrect or incomplete entries, entries that have not taken place or, in particular, entries not included or removed due to indications of the presence of malware, exclusively within the limits of Section 9 of the General provisions of these Conditions for Participation.

The exhibitor is responsible for the content of entries and any resulting thirdparty claims.

#### Advertising on the trade fair premises and eventspecific websites

At hybrid trade fairs, exhibits, printed and advertising material may only be exhibited within the rented booth, not distributed in the hall aisles or throughout the venue. With regard to outdoor advertising, please refer to the range of services offered by the trade fair company. Exhibitors are only permitted to use trade fair-related advertising measures that do not violate statutory regulations, are not contrary to common decency and that are not of an ideological or political nature. Specific comparative and superlative advertising is not permitted in Germany. The special regulations on advertising the respective product groups on display must be observed. The trade fair company is authorised to prohibit the distribution and display of advertising material that could give rise to objections and to secure existing stocks of such advertising material for the duration of the event. Visual, moving and acoustic advertising material and product presentations are permitted, provided they do not disturb neighbours at hybrid trade fairs and do not drown out the trade fair's own public address system in the halls. The trade fair company may intervene and demand changes in the event of violations of this regulation. In addition, it may be necessary to obtain authorisation for various presentations (e.g. musical renditions) at the venue and/or on Messe Düsseldorf's event-specific websites. This authorisation can be obtained at GEMA - www.gema.de or another collecting society upon payment of a fee. The provisions of copyright law must be observed.

# Diability of the trade fair company and trade fair insurance

Limitation of liability

Each exhibitor may, at its own expense, insure itself against the usual insurable risks such as fire, lightning, explosions, storms, burglary, petty theft, breakage and leakage as well as water damage, including the risks of transport to and from the venue, via a trade fair insurance framework agreement concluded by the trade fair company for hybrid trade fairs, and thus cover its participation risk at its own expense. A corresponding offer can be requested from the trade fair

company. Exhibitors who do not make use of the insurance cover provided by this framework agreement, or do not do so in good time, thereby acknowledge that they waive their right to a claim vis-à-vis the trade fair company for all damage that would have been covered if the provided insurance cover had been used. The same applies to exhibitors who have applied for insurance cover under a framework agreement but are unable to obtain any or sufficient insurance cover due to underinsurance, breach of contractual obligations or late payment of premiums.

The police, the insurance company and the trade fair company must be notified of all occurring damage without delay. The trade fair company shall assume no duties of care for exhibition goods and booth equipment and excludes any liability for damage or loss in this respect. The exclusion of liability shall also not be limited by the security measures of the trade fair company.

In addition, the trade fair company recommends that exhibitors independently take out event contingency insurance on the free insurance market. Generally, exhibitors can cover the invested participation costs in this manner if participation in the trade fair is cancelled or discontinued or its duration is otherwise impaired due to an insured event.

The trade fair company shall be liable for damages other than those resulting from injury to life, body and health only if and to the extent that these are based on wilful or grossly negligent conduct or on culpable breach of a material contractual obligation by the trade fair company or one of its vicarious agents. In the event of a negligent breach of a material contractual obligation, the liability of the trade fair company shall be limited to damage that is typical of the contract and was foreseeable. Any further liability for damages is excluded.

The trade fair company shall not be liable for damages that arise as a result of measures to maintain security and order. If, as a result of an inaccurate risk assessment, the trade fair is cancelled, restricted, discontinued or its duration is otherwise impaired on the instructions of the trade fair company, it shall not be liable for cases of simple negligence. In the event of an initial defect, the exhibitor shall only be entitled to claim damages, to the right to remedy the defect itself and to reimbursement of expenses if the trade fair company has acted with wilful intent or gross negligence or if the trade fair company can be shown to have fraudulently concealed a defect; any further claims by the exhibitor are excluded. A reduction of the participation fee due to a defect in the areas or items provided for use is excluded. If the trade fair company's liability is excluded or limited pursuant to the provisions of these GTC, this shall also apply for the benefit of the trade fair company's vicarious agents.

## 10 Liability and insurance

The trade fair company maintains liability insurance with sufficient coverage amounts for its statutory liability. The General Terms and Conditions of Liability Insurance (AHB) apply. The liability insurance exclusively covers damage vis-àvis third parties. Furthermore, the insurance coverage does not extend to trade fair restaurants and special events that are not organised by the trade fair company.

Exhibitors shall ensure adequate insurance coverage regarding their own liability. If an exhibitor has no exhibition participation coverage as part of its company insurance, it may take out liability insurance at its own expense by way of the trade fair company's framework agreement. A corresponding offer can be requested from the trade fair company.

An exhibitor shall be just as liable for any damages caused to a third party acting on the former's behalf as for its own fault.

## 11 Industrial property rights

The protection of inventions, models and trademarks at trade fairs is based on the statutory provisions applicable in Germany. There is no special legal protection for trade fairs. On the other hand, there is also no exemption from the German provisions and the existing property rights of third parties. Patent applications should be submitted to the Patent Office before the start of the trade fair. In the event of breaches of any applicable statutory provisions, the trade fair company shall be entitled to exclude an exhibitor from the event.

For utility models, registered designs and trademarks, the trade fair company shall endeavour to ensure that exhibitors can claim exhibition protection for hybrid trade fairs within the Federal Republic of Germany for a period of 6 months from the start of the exhibition. For this purpose, the legal department of the trade fair company will issue a certificate during the trade fair stating that the exhibit to be protected was shown at the event.

Applications must be sent to Messe Düsseldorf GmbH, enclosing a precise textual description and a technical drawing, both in duplicate.

### 12 Operation of the trade fair booths

During the opening hours of events as part of hybrid trade fairs, booths must be staffed with sufficient personnel to make them accessible to and provide information to visitors. Outside the daily opening hours of the trade fair, third-party booths may not be entered without the permission of the booth owner. The statutory provisions and administrative regulations must be observed for booth operation.

#### 13 Construction and design of booths

In order to ensure a good overall image at hybrid trade fairs, the trade fair company stipulates guidelines for booth construction and design that contain binding requirements. These are communicated to exhibitors in the Technical Guidelines of Areal Böhler Location Management. Messe Düsseldorf reserves the right to issue necessary instructions (e.g. for laying flooring; erecting booth partitions). Additional charges (see participation fees) may apply depending on the booth construction. The Technical Guidelines of Areal Böhler Location Management for exhibitors and booth constructors form an integral part of the contract. They are available on request as amended and apply in particular to hybrid trade fairs. They are subject to subsequent amendment and shall then be binding for the event.

In order to ensure a good overall image for visitors, every exhibitor is obligated to lay flooring across the entire area of its booth.

In addition, wallpaper must be hung on the booth partitions.

The relevant statutory provisions and administrative regulations are binding for the exhibitor and its contractors. The contractual freight forwarders of the trade fair company are exclusively responsible for forwarding within the venue, i.e. loading and unloading, including the provision of technical support equipment and transportation to booths as well as customs clearance for temporary or permanent import.

#### 14 Technical services

For hybrid trade fairs, the trade fair company provides the general heating, cooling and lighting for the halls.

The costs for the installation of water, electrical, compressed air and telecommunications connections for the individual booths as well as the costs of consumption and all other services will be charged separately to the exhibitor (main exhibitor).

The trade fair company shall charge appropriate advance payments.

All installations may only be carried out by the trade fair company or third parties commissioned by the trade fair company or the intermediary company. Installations within the booth area may also be carried out by other specialist companies, which must be named to the trade fair company on request. The trade fair company is entitled but not obligated to check the installations.

Exhibitors shall be liable for any damage caused by the installations. Connections, machines and equipment that are not approved, do not comply with the relevant provisions or have a higher consumption than reported may be removed at the exhibitor's expense. The booth owner shall be liable for any damage caused by uncontrolled energy consumption. The trade fair company shall only be liable for losses and damage caused by disruptions to the energy supply in accordance with Section 6 of the Ordinance on General Terms and Conditions for the Supply of Electricity to Tariff Customers (AVBEIt), Section 18 of the Ordinance on the General Terms and Conditions for Mains Connection and its Use for Low-Voltage Electricity Supply (NAV) and Section 6 of the Ordinance on the General Terms and Conditions for Water Supply (AVBWasserV). The trade fair company is entitled to perform any service owed or have it carried out by a subcontractor unless this performance is precluded by the nature of circumstances.

#### 15 Disposal, cleaning

In the case of hybrid trade fairs, exhibitors must dispose of their waste and recyclable/residual materials in accordance with the more detailed provisions of the Technical Guidelines, from the start of the first day of construction to the end of the last day of dismantling. The exhibitor must ensure that any contractors it commissions also comply with this obligation.

The Technical Guidelines will inform exhibitors in more detail about disposal options on the trade fair premises and their associated obligations.

The trade fair company is responsible for cleaning the premises, halls and aisles. Cleaning the booths is the responsibility of the exhibitors and must be completed every day before the start of the event. If the exhibitor does not have

the booth cleaned by its own personnel, only companies authorised by the trade fair company may be commissioned with the cleaning.

### 16 Security patrols

There are no general security patrols. The trade fair company / intermediary company is entitled to carry out the necessary measures for any checks or security patrols. Exhibitors must organise their own security patrols for their property. Special security patrols for the duration of the trade fair may only be carried out by the security firm commissioned by the trade fair company.

### 17 Right to impose house rules

The trade fair company, the intermediary company and the operator of the venue (Areal Böhler Locationmanagement GmbH, XX) exercise the right to impose house rules for hybrid events over the entire premises of the venue for the construction time, duration and dismantling time of the event. The aforementioned entities are entitled to issue instructions. The provisions on the right to impose house rules arising from the Technical Guidelines and any special conditions of participation must be complied with in any case. Bringing animals to the venue is not permitted. In the case of both hybrid and purely virtual trade fairs, the trade fair company is entitled to have photographs, drawings, screenshots and film recordings made of exhibition activities, exhibition structures and booths and the exhibited items and to use these for advertising and press publications; exhibitors may not object to this for any reason. This also applies for recordings made directly by the press with the consent of the trade fair company.

Exhibitors must comply with the house rules stipulated by the trade fair company. If an exhibitor is not aware of the contents of the house rules, it undertakes enquire with the trade fair company or to take note of the versions of the house rules publicised by the trade fair company in a suitable form.

Photography and filming at the venue is permitted in compliance with the relevant legal provisions (GDPR, general right of privacy, etc.). As part of its right to impose house rules, the exhibitor is entitled to ban filming and photography at its own trade fair booth. This shall be indicated accordingly.

#### 18 Provisos in case of impairment of trade fair duration

The trade fair company is entitled to postpone, shorten, extend or temporarily close or cancel the trade fair in whole or in part (impairment of the trade fair duration) for overriding reasons for which it is not responsible, taking into account the interests of the exhibitors in the realisation of the trade fair in accordance with the following provisions.

Such an overriding reason exists in particular in the event of natural disasters, epidemics, pandemics, wars, violent assemblies, strikes, lockouts, terrorist attacks or threats (e.g. bomb threats), massive failures of transport, supply and/or communication connections or their significant technical disruption or an official ban or other official intervention – provided that such an event is not merely of a short-term and obviously temporary nature.

In the event that a change in the duration of the trade fair is necessary in one of the exceptional cases described above or in a similar case, the period by which the trade fair is postponed will be within reasonable limits for the exhibitors, taking into account the interests of the trade fair company. Particular consideration will be given to whether a new trade fair date falls within a thirty percent deviation from the otherwise usual event interval since the previous event. Even in the event that a shortening, extension or temporary, complete or partial closure of a trade fair becomes necessary in one of the exceptional cases described above or in a similar case, this shall also be within reasonable limits for the exhibitors, taking into account the interests of the trade fair company. The exhibitor is not entitled to a reduction in the participation fee in the cases listed above.

In the event of the aforementioned overriding reasons, exhibitors shall only be released from the obligation to pay the participation fee if and to the extent that the trade fair is cancelled. In the interest of an appropriate distribution of risk between the trade fair company and the exhibitor, the exhibitor shall bear an appropriate share of the costs incurred in preparing the event. This share corresponds to the amount of the cancellation fee prior to admission set out in the Special provisions of these Conditions for Participation. It represents compensation for the services provided by the trade fair company for the exhibitor.

In the case of a hybrid trade fair, the trade fair company is also free to organise only the purely virtual components of the hybrid trade fair. In this case, the participation fee for the services provided in connection with the onsite event will be reimbursed. In addition to the compensation stipulated above, exhibitors shall pay the participation fee for the purely virtual part of the hybrid trade fair.

#### 19 Electronic services and virtual spaces

The trade fair company shall provide electronic services in addition to the onsite services (in the case of a hybrid event) or instead of the onsite services (in the case of a purely virtual event) in accordance with the definition of the type of event in the Special Conditions for Participation. The core component of the trade fair company's performance of electronic services is its operation of an online platform, including the provision of content on the platform. Depending on the nature of the event, various functions are offered to visitors via this platform, which generally particularly include access to content provided and access to audio or video transmissions, either as a live stream, download on demand or interactive format with participation options for visitors. Depending on the public image or advertising of the individual event, access to the platform is granted to visitors via a webpage provided by the trade fair company or apps for smartphones.

The functions available to exhibitors are event-specific and are specified in the exhibitor portal. Exhibitors will be informed of ways to access to the platform in an appropriate manner and after booking certain services separately on the platform.

If the trade fair company should owe electronic services, its performance obligations shall only comprise the provision of system resources and/or creating the opportunity to use these. Audio and/or video broadcasts of average type and quality are to be provided at the transfer point to network level 3 (building transfer point, intersection with wide area network) in sufficient quantity for the number of visitors that can reasonably be expected when planning the individual event.

The trade fair company's responsibility for system resources shall in any case end at the transfer point to network level 3 (building transfer point, intersection with wide area network). No success is owed in this regard, neither in terms of the audio and/or video broadcasts nor in terms of individual access to the platform or any content it hosts. The system resources provided by the trade fair company must ensure an annual average availability of 95%. The trade fair company is not responsible for making data backups.

The trade fair company has the right to impose house rules without restriction even in virtual spaces that are made available as part of electronic services. This entails that persons acting on behalf of the trade fair company have access to all virtual spaces at any time, even if these are subject to special use by individual exhibitors for specific events. The house rules for the Düsseldorf trade fair premises shall apply mutatis mutandis provided that individual provisions are applicable due to the nature of circumstances. House rules can be enforced by means of measures subject to the reasonable discretion of the trade fair company regarding their selection and individual content.

The trade fair company is free to make individual services dependent on the exhibitor's reasonable co-operation. In the context of the provision of electronic services, in particular those involving subcontractors, exhibitors may be required to successfully complete a registration or authentication process, even if such a process is also required of the subcontractor directly.

## 20 Enabling communication

The trade fair company undertakes to create a framework of conditions that enable communication between visitors and exhibitors. The trade fair company further undertakes to work towards promoting the establishment of interest-based communication relationships for visitors and exhibitors. These support obligations are subject to the condition that every visitor and exhibitor actively participates in their fulfilment, particularly by answering surveys by the trade fair company.

#### 21 Use of trade fair company systems

The following applies to any use of the trade fair company's electronic systems for the provision of electronic services:

All means of authentication used for access by the exhibitor, in particular user names, passwords, tokens, etc., must be secured by the exhibitor against unauthorised access and possession by third parties. The exhibitor shall only make these available to its own employees on a need-to-know basis. The exhibitor is prohibited from making the means of any authentication process accessible to third parties and/or allowing third parties to access a user account by circumventing the authentication process. The Parties agree that all actions carried out with an exhibitor's user account shall be attributed to the exhibitor, unless the exhibitor can prove in individual cases that its user account has been misused by an unauthorised person for whom the exhibitor is not responsible. Unless expressly agreed otherwise in detail with the exhibitor, the exhibitor has no claim to a specific design of the electronic systems, a specific appearance or

the presence of specific functions. The design of the electronic systems, including their functionalities, is at the sole discretion of the trade fair company. The exhibitor is prohibited from uploading content to the electronic systems which, due to its content, form, design or otherwise violates the law applicable in Germany of common decency. In particular, racist content, calls and incitement to violations of the law, content that violates the rights of third parties and incitement against persons, companies or other organisations are prohibited. Prohibitions on uploading content also apply mutatis mutandis to the setting of links, provided that content that may not be uploaded is accessible at the linked storage locations.

The exhibitor must refrain from any activity that is likely to impair the operation of the electronic systems or the underlying technical infrastructure or the rights of the trade fair company. This includes, in particular, the use of software, scripts or databases in connection with the use of the electronic systems as well as the automatic reading, blocking, overwriting, modification, copying of data and other content, unless this is necessary for the proper use of the electronic systems. Recordings of audio or video transmissions, permanent storage of content offered only as live streams, screen scraping and similar are also prohibited. To clarify, for cases where the exhibitor receives personal data from the trade fair company, the exhibitor is responsible for further data processing in terms of data protection law from the time of transmission.

### 22 Transfer of rights

The exhibitor grants the trade fair company an irrevocable, transferable, non-exclusive, free-of-charge right to use the posted content, unlimited in terms of time, place and content. The trade fair company is authorised to use, edit and exploit the content at any time. This especially includes the right of reproduction, the right of distribution and the right of communication to the public, in particular the right of making content available to the public.

The exhibitor is prohibited from reproducing, distributing and publishing content uploaded to the electronic systems by the trade fair company, other users or third parties. The distribution and public reproduction of any content of the electronic systems without the consent of the trade fair company is prohibited. The exhibitor shall indemnify the trade fair company and its employees or authorised representatives against all claims by third parties arising from actions attributable to the exhibitor in connection with the use of the electronic system in the event of a claim for alleged or actual infringement or violation of third-party rights. In addition, the exhibitor undertakes to reimburse the trade fair company for all costs incurred by the latter as a result of claims by third parties. Reimbursable costs also include the expenses that the trade fair company was entitled to consider necessary for an appropriate defence, both in fact and in

#### 23 Final provisions

All agreements, individual approvals and special regulations must at least be confirmed in text form by the trade fair company. If authorisation letters contain the information that they were created by the trade fair company using electronic data processing, they need not be sent in any other form (signature). If the exhibitor is already registered with the trade fair company as a customer for the event and has a personal account and signature, orders/offers shall also be valid if they are received by the trade fair company in electronic form using this procedure.

All claims of exhibitors – with the exception of liability due to wilful intent – against the trade fair company shall lapse within 6 months. The limitation period shall begin at the end of the month coinciding with the closing date of the trade fair.

The law of the Federal Republic of Germany shall apply to all disputes arising from this contract and in connection with the conclusion of this contract, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the regulations governing the collision of laws; freedom to choose the applicable law shall remain unaffected by this exclusion.

If the exhibitor is a business person, a legal entity governed by public law or a public-law corporation, the exclusive place of jurisdiction – including international jurisdiction – for all disputes arising from or in connection with the contract shall be the registered offices of the trade fair company. This shall also apply if the exhibitor has no general place of jurisdiction in Germany and if the exhibitor has moved its registered offices outside the area of application of the German Code of Civil Procedure (ZPO) after conclusion of contract or if its registered offices or habitual residence is not known at the time the action is filed. This agreement on the place of jurisdiction shall not apply if the legal dispute concerns non-property law claims which are assigned to the local courts irrespective of the value of the subject matter of the dispute or if an exclusive place of jurisdiction exists for the legal dispute by law.

If the exhibitor loses the dispute, it shall bear the costs of the proceedings and the necessary legal representation. The contractual language is German. If translations of this contract are made, they shall be for information purposes only and without guarantee of accuracy; the content of the contract shall be determined exclusively by the German version.

### 24 Severability clause

Should individual provisions of this contract prove to be or become totally or partially invalid, or should the contract prove to contain an omission, the validity of the other provisions shall remain unaffected. The invalid provision or omission is to be remedied by a suitable provision that best matches, as far as legally possible, the intent of the contracting parties in light of the spirit and purpose of this contract had this point been considered.

If the invalidity of a provision is due to a measure or time period included in the provision, it shall be remedied by replacing it with the closest possible valid measure or time period (deadline or date).

These Conditions for Participation are governed by the laws of the Federal Republic of Germany.

In the event of a conflict, the provisions of the Special Conditions for Participation shall take precedence over those of the General Conditions for Participation as the more specific provisions.

The German text is binding.