

1. Basis of contract and supplementary provisions

- 1.1 The fair/exhibition (hereinafter called exhibition) will be organised on the fair grounds or in the Congress Center Hamburg (CCH).
- 1.2 The exhibition organiser is:
Hamburg Messe und Congress GmbH
P.O.Box 30 24 80
20308 Hamburg, Germany
Address:
Messeplatz 1
20357 Hamburg, Germany
– hereinafter called **HMC** –
Commercial Reg. No.: HRB 12054 at Hamburg Municipal Court
VAT Reg. No.: DE811214125
Tel: +49 (0) 40 35 69 - 0
Fax: +49 (0) 40 35 69 - 22 03
internet: <http://www.hamburg-messe.de>
e-mail: info@hamburg-messe.de

- 1.3 The contractual relations between the Exhibitor and HMC shall be governed by these "General Terms of Participation", the "Specific Terms of Participation", the "Application" and the provisions of the "Technical Regulations". These General Terms of Participation prevail over the Technical Regulations. The provisions in the Application and the Specific Terms of Participation prevail over these General Terms of Participation.

2. Application

- 2.1 Approval for participation as an Exhibitor at an event is subject to legally valid, timely application. If the Exhibitor wishes to submit his application in written form, it is required to send in the application form valid for the relevant event, fully completed and signed.

It is also possible to apply on-line at www.hamburg-messe.de by electronic submission of the application form. Online application via the online portal is valid without a signature.

- 2.2 The submission of an application form or the completion of the online application does not automatically result in a legal entitlement to admission or to a certain size and position of stand.

By sending the completed and signed application form or the online application to HMC, the Exhibitor submits an offer to enter into an agreement, which requires acceptance by HMC to become a legally binding contract.

- 2.3 By submitting the application the Exhibitor accepts and submits to all of the contractual terms and provisions set out in clause 1.3. It is also required to inform and instruct persons employed by it at the exhibition, any co-exhibitors and other vicarious agents accordingly.

The application shall be binding from the time of its receipt by HMC up to notification of approval or non-approval.

- 2.4 Any Exhibitor participating through its general agent or national representative declares, through its submission of the application form, that the general agent or national representative is authorised to rent exhibition space in the name of and on behalf of the Exhibitor and to market its products or services.

- 2.5 All information provided by the Exhibitor will be used, processed and stored by HMC for purposes of contract fulfilment in compliance with the version of the German Data Protection Act valid from time to time, and any other relevant data protection regulations.

In addition, HMC may use the information for customer service and market research purposes and reserves the right to pass on the information to its subsidiary HMC International GmbH.

The Exhibitor gives its consent to the above regulation unless an explicit objection has been filed.

The Exhibitor has the right to withdraw at any time the right to process/use its data for customer service and market research purposes and for transfer of its data, with effect for the future.

3. Acceptance and space allocation

- 3.1 Participation as an exhibitor may be approved for manufacturers and companies whose products and services to be exhibited fall within the product group of the exhibition; the same applies to specialist publishers covering relevant subject matter. Other companies may be approved by HMC for participation, if their exhibits constitute an essential supplement to the range of products of the exhibition.

- 3.2 Dimensions and weights of the individual exhibits are to be indicated.

Descriptions and brochures of the exhibits and stand photos or sketches are to be submitted on request.

The Exhibitor gives its assurance that the exhibits submitted are subject to its unrestricted right of disposal, and that it has any necessary official approvals or permits required for their operation.

The Exhibitor undertakes to give HMC all necessary information on its company and products.

- 3.3 Decision on approval shall be made by HMC, exercising its reasonable discretion, and taking account of the purpose of the event and the capacity available. There is no legal entitlement to approval, except where such right is prescribed by law. The Exhibitor cannot derive rights from participation in previous events.

If it can be demonstrated in advance of an exhibition that an Exhibitor made/exhibited non-permissible copies of products without legal rights, and if it is to be feared that it could exhibit such copies at the exhibition again, the potential infringer shall not be accepted for the exhibition. Exhibitors which failed to meet their financial obligations to HMC in the past, or violated contractual conditions (see clause 1.3) or statutory provisions, may be excluded from the acceptance process.

If an approval has been given on the basis of false conditions or statements, or if the conditions for acceptance subsequently lose their validity, HMC is entitled to rescind the contract. If such rescission was culpably caused by the Exhibitor, HMC shall be entitled to the rights set out in clauses 20.2 to 20.6.

- 3.4 HMC is entitled to exclude certain of the exhibits as notified in the application form or to assign more or less space than was applied for by an Exhibitor. Any approval pertains only to those exhibits notified in the application, to the Exhibitor as set out in the acceptance confirmation and the stand space specified therein.

It is not permitted to exhibit objects other than those applied for and accepted.

- 3.5 HMC shall make a concrete proposal for placement to the Exhibitor in due time before the beginning of the exhibition. The Exhibitor has the opportunity to object in text form (e.g. letter, fax, e-mail) to this proposal within the period indicated in the proposal.

If he does not raise an objection, his silence shall be deemed to be consent. The Exhibitor shall then receive written acceptance confirmation on the basis of the proposal.

HMC shall specifically draw the attention of the Exhibitor to the significance of silence as constituting consent to the placement proposal.

A contract between HMC and the Exhibitor shall be constituted by issue of the acceptance confirmation.

No specific proposal for placement shall be given if the Exhibitor already applied for a specific stand space on application and it is allocated to him together with the acceptance. If the desired stand space cannot be allocated, HMC shall make an alternative placement proposal. In this event, clauses 2 to 6 shall be applicable mutatis mutandis.

- 3.6 HMC assigns space on the basis of the subject matter and structure of the respective exhibition and with a view to the space available in each case. HMC will try to accommodate any requests for specific space allocation if possible. The order in which applications were received is not a criterion for space allocation.

HMC is entitled, where there is good reason for doing so, to change the size, shape and position of exhibition space that has already been allocated, except in cases where this would be unreasonable for the Exhibitor. HMC shall inform the Exhibitor immediately if such change becomes necessary, at the same time allocating a similar space if possible. If such changes result in a change of the participation fee, a corresponding reimbursement or supplementary invoice shall be effected.

No claims for damages on either side shall be admissible. The Exhibitor undertakes to accept that the location of other stand spaces may have been changed by the time of the start of the exhibition, and that it cannot derive any claims therefrom.

4. Transfer of space without permission, joint participation, co-exhibitors, additionally represented companies

- 4.1 It is not permitted to exchange allocated space with another Exhibitor, or to transfer or sub-let stand space to a third party without the consent of HMC.

In the event of failure to comply with the above obligation, HMC shall be entitled to terminate the contract with immediate effect for good cause in accordance with clause 20. Exhibitors jointly renting space shall be jointly and severally liable to HMC.

- 4.2 The Exhibitor may take on co-exhibitors and/or additionally represented companies only after the prior consent of HMC.

Co-exhibitors are all companies other than the applicant/Exhibitor which are represented on the stand with their own personnel. They shall still be considered co-exhibitors if they have close economic or organisational relations to the Exhibitor. **Additionally Represented Companies** are all companies other than the applicant/Exhibitor which are represented on the stand with their own products but without their own personnel. All companies must already be indicated by the Exhibitor in the application. Companies not specified in the application are not permitted to show exhibits at the Exhibitor's stand.

- 4.3 A registration fee is charged for each participating co-exhibitor (cf. Specific Terms of Participation); it will be invoiced, plus VAT at the rate in force at the time, together with the participation fee.

- 4.4 Co-exhibitors will be included in the media provided by HMC (cf. clause 14.1) on payment of an additional fee, and are entitled to advertise in the Index of Exhibits.

5. Fees / advance payments

- 5.1 The Participation fee shall be calculated by multiplying the net prices per square metre (sqm) as set out in the application form by the number of sqm of floor space of the stand, without deductions for any pillars or other features of the building.

The minimum size of an exhibition space is defined in the Specific Terms of Participation.

- Every sqm or part of a sqm of stand space shall be invoiced in full, whereby the stand space is calculated as right-angled extension without reference to the actual geometrical shape of the stand.
- 5.2 An AUMA fee of EUR 0.60 net per sqm is charged for and on behalf of the Association of the German Trade Fair Industry (AUMA), Littenstrasse 9, 10179 Berlin.
- 5.3 In addition to the fees indicated above, an advance payment (cf. Specific Terms of Participation) may be charged for incidentals (e.g. technical service, promotional material).
- 5.4 The fees and advance payments are net prices, which will be charged plus VAT at the statutory rate in force at the time of the exhibition.
- 5.5 The participation fee includes provision of the stand space booked, basic provision of exhibitor passes (see clause 16), transfer of AUMA fee (see clause 5.2), and visitor marketing and press and public relations work for the event.
The Exhibitor will have a company entry in the media provided by HMC in the framework of a media package (see clause 14).
- 6. Terms and conditions of payment / Right of lien**
- 6.1 Unless otherwise specified, the fees / advance payments fall due immediately after receipt of the invoice (also in electronic form). All due dates for payment are to be complied with. Any objections to the invoice shall be considered only if made in writing within 14 days from the date of the invoice.
HMC shall, on sending the invoice, draw the Exhibitor's attention in particular to the significance of the Exhibitor's conduct.
Prior payment of the participation fee in full is the pre-requisite for taking possession of the exhibition stand by the Exhibitor, for the entries in the media provided by HMC and for delivery of Exhibitor passes. Any departure from this provision shall not be deemed to be a respite in the required time of payment.
The final invoice for incidentals (e.g. technical service, promotional material) shall be sent to the applicant/Exhibitor after the exhibition has ended and any payments already made on account shall thereby be offset. The final invoice is payable by the applicant/Exhibitor immediately upon receipt.
- 6.2 All amounts invoiced are payable without any deduction, with all bank charges paid, in euros, to any of the bank accounts stated on the invoice, specifying customer number and invoice number.
In the event of delay in payment by the Exhibitor, HMC is entitled to claim interest at a rate of 8 percentage points above the base interest rate, plus a fee of EUR 3 for each additional reminder.
The foregoing does not exclude the claim of the legal due interest (pursuant to Art. 353 of the German Commercial Code HGB), any additional damages due to the default of payment and any other rights resulting from these General Terms of Participation.
The Exhibitor is entitled to prove to HMC that the damage suffered by HMC as a consequence of the delay in payment is less than legal interest payable on delay.
- 6.3 If the Exhibitor culpably fails to fulfil its payment obligations within the due period, HMC reserves the right to set a final due date, which must be reasonable considering the circumstances and the remaining time until the event; if such final due date also expires without fulfilment by the Exhibitor, HMC is entitled to terminate the contract with immediate effect for good cause, pursuant to clause 20.
- 6.4 If an Exhibitor fails to meet its payment obligations, HMC may exercise its right of lien, its right of retention with regard to all objects present including exhibits and stand fittings and, following notification, to have them sold by public auction or, if they have a stock-exchange or market-value, through an informal sale, at the cost of the Exhibitor.
- 7. Stand design, obligation to participate, assembly and disassembly**
- 7.1 All stand spaces and all other exhibition spaces within the exhibition shall be measured and marked solely by HMC (cf. also clause 5.7.2 of the Technical Regulations). HMC is entitled to finally decide in all cases of doubt (Section 315 BGB, Code of Civil Law).
- 7.2 The Exhibitor undertakes to set up a fair or exhibition stand ("stand") on the stand space rented.
The stand shall be visibly taken up in good time, no later than 24 hours prior to the start of the exhibition. If the Exhibitor fails to occupy the stand in good time, HMC may terminate the contract with immediate effect for good cause pursuant to clause 20.
- 7.3 The stand must be properly equipped and occupied by qualified staff for the duration of the exhibition, during its opening hours as defined in the Specific Terms of Participation.
- 7.4 Exhibition stands (ready-made stand systems), stand partition walls and stand infrastructure may be ordered via HMC's exhibitor service.
Stand design and equipment is, in principle, up to each of the Exhibitors; however, they have to take into account the typical exhibition criteria of the exhibition and all requirements of HMC, in particular the Technical Regulations, the Specific Terms of Participation and the order forms.
The name or trade-name and the address or head office of the Exhibitor must be clearly marked on the stand. The contractors charged with the design and building of the stand are to be notified to HMC.
- 7.5 There are specific provisions and regulations for two-storey exhibition stands, as set out in the Technical Regulations. If a stand does not comply to the requirements with regard to its design and/or equipment, it has to be changed, at the Exhibitor's costs, or to be removed upon demand by HMC. The costs incurred for this purpose shall be borne by the Exhibitor.
If such demand is not immediately complied with, HMC is entitled to effect a change at the Exhibitor's costs or to terminate the contractual relationship with immediate effect for good cause in accordance with clause 20.
- 7.6 During all assembly work consideration shall be given to existing supply lines, electrical distribution boxes, etc. If they are located within individual exhibition stand spaces, they must be kept accessible at all times.
Design elements, signs and flags must be arranged in such a way that they do not cause unreasonable nuisance to neighbouring Exhibitors. Any signs that are misleading must be removed upon request by HMC.
- 7.7 Assembly of the stand must be completed by the end of assembly times indicated in the Specific Terms of Participation.
- 7.8 Exhibits, stand equipment and/or other objects which were not notified in the application or which create an unreasonable nuisance or disturbance as a result of their outward appearance, smell, lack of cleanliness, noise or other characteristics having regard to the smooth running of the Exhibition, or which are otherwise unsuitable, must be removed immediately upon request by HMC. If such objects are not removed immediately, HMC is entitled to effect such removal at the Exhibitor's cost and to terminate the contractual relationship with immediate effect for good cause in accordance with clause 20.
- 7.9 The storage, demonstration or sale of goods that are classified as dangerous goods or could generally be a source of danger to people or objects require the prior consent of HMC; such consent is to be applied for in the application.
- 7.10 The Exhibitor may not remove exhibits from the exhibition stand or begin disassembly of the stand before the beginning of the disassembly times indicated in the Specific Terms of Participation. In the event of violation of this regulation, HMC shall be entitled to invoice the Exhibitor a contract penalty amounting to EUR 1,000 per day.
- 7.11 The Exhibitor has sole responsibility for clearing the stand space in due time. After the end of the disassembly times specified in the Specific Terms of Participation, all obligations of HMC are terminated. HMC undertakes no responsibility whatsoever for objects still present at the exhibition grounds after such date, including such objects sold to third parties during the exhibition.
HMC is entitled to charge a fee for all objects that were not removed within the period specified by HMC. HMC is furthermore entitled to instruct an appropriate company to remove and warehouse all remaining objects at the Exhibitor's cost and risk.
- 8. Non-Participation of the Exhibitor**
- 8.1 Non-participation by the Exhibitor does not as a rule release Exhibitor from its contractual obligations. The Exhibitor shall in particular remain obliged to pay the contractually due payments. HMC is under no obligation to accept a substitute Exhibitor proposed by the Exhibitor.
- 8.2 In the event of non-participation, the participation fee shall become immediately due if it was not already due in accordance with clause 6.1.
- 8.3 To ensure that the exhibition has a unified and cohesive look, HMC is entitled to re-allocate the exhibition space not used by the Exhibitor in the event that the Exhibitor does not participate in the exhibition.
In the event of success in the efforts of HMC to let the exhibition space for consideration other than by exchange with the exhibition space of another Exhibitor, the Exhibitor shall pay 25% of the participation fee, or a minimum of EUR 400, plus VAT to compensate for the administrative costs incurred by HMC. The Exhibitor reserves the right to furnish evidence that the administrative costs charged are too high. This also applies if HMC accepts a substitute Exhibitor presented by the Exhibitor. If no interested party is found in the time available, HMC shall be entitled to arrange the exhibition space at the expense of the Exhibitor.
- 8.4 In the event of non-participation of a Co-Exhibitor, the registration fee (cf. clause 4.) shall nevertheless be payable in full.
- 9. Approved contractors**
- 9.1 For reasons of security, only companies named by HMC as approved contractors may be used for installation of utility services (electricity, water/waste water, gas, telephone, vapour extractor, compressed air) and any installations that affect the exhibition halls or existing hall fittings (for example hangings attached to the ceiling), and all transport services and the security service for protection of the stands on the exhibition grounds of HMC.
- 9.2 Application for technical installations must be submitted on the order forms provided by HMC and within the timeframe specified.
- 9.3 Additional orders of services needed for the exhibition can be placed by using forms from the printed exhibitor service manual or by using the forms of the Online Service Center (OSC). In this case the General Terms and Conditions for Services apply. They are available at www.hamburg-messe.de. Once a company has been awarded exhibitor status, log-in information will be provided for online access to the OSC. HMC is not liable for any damage resulting from unauthorised use of such log-in information.
- 10. Official forwarding agent and rail connection**

HMC works with an officially approved forwarding agent.

Rail shipments must be addressed as stated in the Specific Terms of Participation. Postal shipment addresses must include the hall and stand number.

11. Regulations for selling

11.1 Handing over of goods against payment at the stand (over-the-counter cash sales) shall be permissible only for goods notified to and confirmed by HMC, and only within the framework of the applicable regulations. The right to sell food and beverages is exclusively reserved to HMC.

11.2 It is expressly pointed out that HMC monitors strict compliance with these provisions. The Exhibitor shall at no time violate these provisions.

If, by way of exception, permission is granted for the sale of goods for immediate consumption on site, a permit must also be obtained from the City of Hamburg, Bezirksamt Hamburg-Mitte, Wirtschafts- und Ordnungsamt, by application pursuant to Section 12 of the Restaurants Act. A fee is payable to the authority on granting of such permit.

The distribution of samples free of charge does not require such permit from the public authorities. The Exhibitor undertakes to obtain permission from the Public Health Office. The sale or distribution of beverages in bottles or similar containers is generally prohibited.

11.3 The Exhibitor undertakes to comply with all generally applicable legal provisions, in particular:

With regard to the distribution/sale of alcoholic beverages, the requirements of the German Statute for the Protection of Young Persons must be complied with.

The Exhibitor undertakes to refrain in all cases from all unfair competition versus other Exhibitors and local businesses. Goods exhibited must be clearly marked with prices, including VAT and other price components. Together with pricing, information must also be given on the goods or services to which the price pertains and their quality (cf. German Ordinance on Pricing Information in the current version).

No over-the-counter cash sales or other provision of services and deliveries shall be permissible at trade fairs. Exceptions may be made for individual Exhibitors, provided that prior written application is made and approval given. Exhibits sold may not be delivered to the purchaser until after the end of the fair.

12. Supervision / cleaning / waste disposal

12.1 HMC recommends that all valuable and easily transportable objects be kept locked up. HMC provides general supervision of the fair and exhibition grounds only outside of the opening hours of the exhibition. No services are provided for safe keeping, custody or other protection of the interests of Exhibitors.

12.2 HMC provides general cleaning service for the grounds and the hall aisles.

Cleaning of the stand or stand space shall be the responsibility of the Exhibitor. It must be completed daily before the opening hours of the exhibition.

If an order is placed for stand cleaning, the Exhibitor must choose the company indicated by HMC as approved contractor.

12.3 The Exhibitor undertakes to avoid the production of waste and to participate in any waste management schemes of HMC. If the Exhibitor leaves behind any waste or other objects after the exhibition space, HMC shall be entitled to have them removed and disposed of at the Exhibitor's cost.

13. Presentations, stand advertising, advertising spaces

13.1 All presentations require the written consent of HMC (audio presentations: cf. order forms).

HMC is entitled even after having given such prior consent to restrict or prohibit any presentation causing noise, dirt, dust, smell or exhaust fumes or otherwise having detrimental effects with regard to third parties.

13.2 It is not permitted to advertise at the stand for products or companies not mentioned in the acceptance.

13.3 It is not permitted to conduct political advertising and/or make political statements unless such political statements lie within the scope of the specific exhibition.

Political statements or political advertising that may disturb the peace or public order of the exhibition may be prohibited by HMC, and HMC is entitled but not obliged to demand desistment and the removal of offending objects.

In the event that such demand is not complied with, HMC is entitled to terminate the contractual relationship with immediate effect for good cause in accordance with clause 20.

13.4 Due to copyright regulations, any playing from audio media requires a performance licence from the local section of the Performing Rights Society (GEMA), which is to be applied for by the Exhibitor (cf. order forms).

13.5 It is strictly forbidden to contact or interview visitors outside the stand. Failure to comply with this prohibition shall entitle HMC to terminate the contractual relationship with immediate effect for good cause in accordance with clause 20.

13.6 HMC is entitled to stop, remove or have removed any inadmissible advertising without obtaining a court order or police assistance. The costs of such removal of inadmissible advertising are to be borne by the Exhibitor.

Any permits granted may subsequently be limited or revoked if necessary in the interest of maintaining orderly continuation of the exhibition.

13.7 HMC has a number of advertising spaces at its disposal, which are available for hire

by Exhibitors via the Exhibitor Service.

Where HMC has rented out advertising spaces to third parties, Exhibitor cannot raise objections or claims with regard to the location of such advertising with respect to the Exhibitor's exhibition stand, against either HMC or third parties.

If so requested, HMC shall inform the Exhibitor in what areas advertising spaces are used by which advertisers.

14. Media package

14.1 By submitting the application, the Exhibitor expressly consents to an entry of the company and any Co-Exhibitors in the media provided by HMC. The Exhibitor thereby consents to the publication of information on its participation via electronic media including the internet. Such entries shall be invoiced to the Exhibitor. Details of the media are given in the Specific Terms of Participation.

The publishing company authorised by HMC will provide all Exhibitors with detailed information on the possibilities to include advertising material. Only Exhibitors and / or Co-Exhibitors admitted to the specific exhibition can be entered into the media.

14.2 If the information for the compulsory entries has not been provided by the date as stated (cf. Specific Terms of Participation) such information will be included according to information available to HMC at the time.

14.3 No legal claims due to incorrect, incomplete or missing entries shall be admissible except in the event of intent or gross negligence on the part of HMC, its corporate executive bodies or corporate officers or persons performing obligations on behalf of HMC.

15. Cancellation, relocation, rescheduling and change in duration of exhibition

15.1 HMC is entitled to cancel the exhibition, to change the place or time of the fair or event or its duration for good cause which is beyond the control of HMC – giving due consideration to the interests of the Exhibitors.

A change with regard to place or time or any other change becomes effective and a part of the contract on its notification to the Exhibitor.

15.2 HMC furthermore is entitled to cancel the exhibition if it has not received the necessary minimum number of applications and unchanged conduct of the exhibition cannot reasonably be expected for economic reasons.

15.3 If an exhibition is cancelled due to reasons that are not the responsibility of HMC or due to force majeure, HMC is entitled to a cost contribution from the Exhibitor amounting to 25% of the participation fee.

If the Exhibitor has ordered any other services that normally result in a payment obligation, these may additionally be invoiced to the Exhibitor.

15.4 In the event that, following a necessary change in time of the exhibition, HMC is able to hold the exhibition at another date instead of cancelling it, HMC shall inform the Exhibitor accordingly. The Exhibitor is entitled to cancel participation in the exhibition held at such later date by corresponding notification to HMC, whereby such notification must be received within one week after receipt of the information from HMC; in this event, HMC is entitled to claim a cost contribution from the Exhibitor amounting to 25% of the participation fee.

15.5 If HMC is responsible for the cancellation of the exhibition, the Exhibitor is not under an obligation to pay the participation fee. The Exhibitor shall have no further claims.

15.6 If HMC has to reduce the duration of an exhibition due to force majeure or for reasons for which HMC is not responsible, the Exhibitor is not entitled to any partial or full repayment or a waiver by HMC of the participation fee.

16. Exhibitor Passes

After payment in full of all invoice amounts (cf. clause 6), each Exhibitor shall receive Exhibitor passes for his stand (cf. Specific Terms of Participation).

The number of Exhibitor passes to which an Exhibitor is entitled is not automatically increased by taking on Co-Exhibitors/Additionally Represented Companies. Additional Exhibitor passes are available from HMC, Exhibitor Service (cf. Specific Terms of Participation).

All Exhibitor passes are for use of stand staff only, and must be completed in accordance with the instructions on the pass and may not be transferred to third parties, particularly in case of the non-participation according to clause 8.

17. Photography and other image recording

Image recording of all kinds, especially photography and filming/video recording, within the fair grounds is permitted only for persons who have received authorisation for this purpose from HMC and who are in possession of a valid permit issued by HMC.

Photography/image recording of an exhibition stand outside of the daily opening hours and requiring special lighting is subject to the prior consent by HMC. The resulting costs are to be borne by the Exhibitor unless they are borne by the photographer.

HMC and – with the approval of HMC – the press and television are entitled to have recordings of the exhibition, the stands and the exhibits made and to use these for promotional purposes or general press publications without remuneration.

18. Complaints / impairments

18.1 Any complaints due to defects of the exhibition stand or the exhibition space are to be notified in writing to HMC without any delay after the taking of possession and in any event no later than by the last day of stand assembly, so that HMC can remedy any defects for which it is responsible. Later complaints cannot be remedied and no

claims against HMC can be raised in connection therewith.

- 18.2 In the event of construction work, HMC will endeavour to minimise any disturbance caused for the Exhibitor.

In the event of substantial impairment of serviceability of the exhibition stand or the exhibition space resulting from such construction work, the Exhibitor may be granted a reduction in the participation fee. This shall apply only in the event of substantial impairment of the serviceability of the stand or the stand area. No reduction shall be permissible in the event of minor impairment. Minor in this context means any disturbance or impairment which can be remedied quickly, without difficulty and at low cost, or is of low intensity or of short duration. Impairment due to measures required to avert danger shall not give any entitlement to reduction.

HMC shall be entitled to set the amount of such reduction at its own reasonable discretion in each individual case, without prejudice for the future. The maximum amount of such reduction shall be 25% of the participation fee. Construction work shall be considered good cause within the meaning of clause 15.1.

19. Industrial property rights

- 19.1 The titles and logos of exhibitions of HMC are legally protected. Any use of such titles and/or logos by Exhibitors in identical or similar form shall in all cases be subject to the prior explicit and written consent of HMC. HMC may demand payment of a fee as a requirement for such consent.

The use of the original logos for indication of participation by Exhibitors in the exhibition is permitted without separate consent.

- 19.2 The Exhibitor is solely responsible for securing all copyrights and other industrial property rights with regard to exhibits.

There may be a six month protection period, from the beginning of an exhibition, based on the German Statute concerning the Protection of Samples Presented at Exhibitions of 18 March 1904, and the German Trademark Law Reform Act of 25 October 1994, but such protection is applicable for a specific exhibition only if notification to this effect has been published by the German Federal Minister of Justice in the German Federal Gazette (Exhibition Protection).

HMC will inform the Exhibitor if necessary on the court having jurisdiction for the assertion of claims related to infringement of industrial property rights. Attention is drawn to the possibility of "impoundment procedure by the customs authority" (Grenzbeschlagnahmungsverfahren).

- 19.3 Every Exhibitor is required to respect industrial property rights of other Exhibitors and to refrain from any infringements.

The statutory provisions of the Federal Republic of Germany must be complied with in presentation and distribution of products and services. Where products are not authorised for worldwide distribution, this must be indicated by appropriate country-related marking.

It is not permitted to exhibit any goods which infringe industrial property rights, in particular trademark, design patent, utility model rights and patents. Any such goods must be removed immediately, and future participation in the exhibition will be prohibited. Such infringement is proved when confirmed by a final court ruling.

In case of proved infringements of industrial property rights for which the Exhibitor is responsible, HMC is entitled to terminate the contractual relationship with immediate effect for good cause in accordance with clause 20.

20. Breach of duty by Exhibitor, right of termination, contractual penalty

- 20.1 In the event of any culpable breaches of the duties incumbent on the Exhibitor under the contractual relationship or violation of any orders or demands by HMC based on the right of HMC as the property owner (cf. clause 1.1 of the Technical Regulations), HMC shall be entitled, if such contraventions are not discontinued immediately on request, to terminate the contract with immediate effect for good cause.

Good cause for termination of the contractual relationship with immediate effect shall in particular be constituted if the Exhibitor is in breach of the obligations regulated in clauses 4.1, 6.3, 7.2, 7.5, 7.8, 13.3, 13.5 and 19.3.

- 20.2 In the event of termination for good cause, HMC is entitled to close the Exhibitor's stand immediately and to demand that the Exhibitor dismantle the stand and vacate the exhibition space without delay.

- 20.3 If the Exhibitor is in delay in dismantling the stand or vacating the exhibition space, HMC is entitled either to dismantle the stand and/or clear the exhibition space itself at the expense of the Exhibitor or to have such work carried out by third parties.

- 20.4 In the event that the exhibition space cannot be let for consideration or can only be let by way of an exchange with the space of another Exhibitor, the Exhibitor shall pay the participation fee owed for the remaining period of the Exhibition as minimum damages.

- 20.5 If no replacement Exhibitor can be found for the exhibition space of the Exhibitor whose contract has been terminated, HMC is entitled to execute design of the exhibition space at the expense of the Exhibitor in order to ensure that the Exhibition has a unified and cohesive look.

- 20.6 HMC is entitled to demand from the Exhibitor a contractual penalty not exceeding EUR 10,000 to be fixed in every individual case at the reasonably exercised discretion of HMC and in the event of dispute to be reviewed by the Regional Court of Hamburg if the Exhibitor is culpably in breach of its obligations under:

Clause 4.1: Unauthorized transfer of the exhibition space

Clause 6.1: Duty to make advance payment

Clause 7.2: Assembly of stand

Clause 7.3: Equipment of stand

Clause 7.5: Compliance with the Technical Regulations

Clause 7.8: Failure to remove objects causing a nuisance

Clause 7.11: Removal by the due date

Clause 12.2: Failure to clean the stand

Clause 13.3: Prohibition on political advertising

Clause 13.5: Unauthorised contact/interviewing of visitors

Clause 19.3: Infringements of industrial property rights.

If HMC is entitled to claim damages as a result of a culpable breach of an obligation, the contractual penalty shall be offset against the claim for damages.

21. Liability and Insurance

- 21.1 HMC is liable only in cases of gross negligence of its statutory agents or its executive employees except in the event of a breach of fundamental contractual duties (principal obligations) or in the event of injury to life, physical integrity or health.

- 21.2 In case of minor negligence, HMC shall be liable only for infringements of fundamental contractual obligations or in the case of injury to life, physical integrity or health.

- 21.3 HMC shall in this respect be liable, whatever the legal reason, only for foreseeable damage and loss which can typically be expected to arise.

- 21.4 Insofar as HMC is liable in cases of minor negligence, its liability is limited to EUR 10,000.

- 21.5 Strict liability on the part of HMC for existing defects in accordance with Section 536a (1) BGB is explicitly excluded. In particular, HMC is not liable for the exhibits or the stand fittings or any consequential damages suffered by the Exhibitor.

- 21.6 All damage is to be reported in writing to HMC without delay.

In the event of damage HMC is only able to pay compensation amounting to the present value against production of documentary proof of the cost of acquisition.

- 21.7 Compensation for damages is excluded in the event that delay in damage reporting attributable to the Exhibitor causes HMC's insurance company to reject the damage claim.

- 21.8 The Exhibitor is liable to HMC for all damage caused by the Exhibitor itself, its personnel, agents or its exhibits or stand fittings.

In the case of claims for liquidated damages, HMC's right to prove to the Exhibitor that the damage was greater remains unaffected. The Exhibitor is entitled to prove that no damage has been caused or that the damage is substantially less than stated in the liquidated sum.

- 21.9 The Exhibitor undertakes to take out corresponding insurance with a German insurance company to cover such damage.

HMC hereby informs the Exhibitor that Aon Jauch & Hübener GmbH offers such insurance service. Aon Jauch & Hübener GmbH is also available to the Exhibitor for all insurance issues, including in particular submission of claims.

22. Severability, period of limitation, right of retention

- 22.1 In the event that a provision of these General Terms of Participation is or becomes invalid or unworkable, this shall have no effect on the validity of the General Terms of Participation. In such case the parties undertake to agree on a valid and workable provision which comes as close as possible to the purpose of the provision to be replaced, within the meaning of the General Terms of Participation; the same shall apply to any omissions in the General Terms of Participation.

- 22.2 The limitation period for claims against HMC shall be one year unless HMC has given rise to such claim by gross negligence or intent, or if the claims are subject to a statutory limitation period of more than three years.

- 22.3 The Exhibitor shall only be entitled to a right of retention against claims that are undisputed or have become res judicata, unless Exhibitor is a physical person. The Exhibitor may only offset claims which are undisputed or which have become res judicata.

23. Place of performance and jurisdiction, law applicable

- 23.1 The place of performance and jurisdiction for both parties for all mutual obligations, including all payment obligations, shall be Hamburg, provided that the Exhibitor has the status of a merchant, body corporate under public law, or of special assets under public law, or has no general place of jurisdiction within Germany. HMC shall, however, also have the option of initiating legal proceedings at the legal domicile of the Exhibitor.

- 23.2 German law shall be applicable, to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods.

The General Terms of Participation are also available for download at www.hamburg-messe.de.