

General Event Conditions for Congress and Guest Events (AVB)

Section 1 The subject matter of the contract

(1) The following "General Terms and Conditions of Events" shall be applied as a supplement when Leipziger Messe GmbH or Leipziger Messe Gastveranstaltungen GmbH (hereinafter referred to briefly without differentiation as MESSE) hands over rooms and floor spaces to the congress or guest organiser for valuable consideration (hereinafter referred to as the Organiser). We herewith reject contrary or supplementary conditions of the Organiser. Any departures or subsidiary agreements shall only go into effect with the written confirmation of the MESSE.

(2) The current version of the "Technical Guidelines" of the MESSE shall be an essential component of the contract hereto. They were handed over to the Organiser before signing the contract hereto. However, the Organiser can also inspect the latest version of them on the homepage of the MESSE and download them from here:

<http://www.leipzig-gastveranstaltungen.de/Bestellblock/>.

(3) Differing regulations of the contract hereto shall have priority before these "General Terms and Conditions of Events" and the "Technical Guidelines".

Section 2 Scope of Performance

(1) Beyond handing over the rooms and floor spaces described in the contract hereto, only the services listed in the contract hereto shall be settled and discharged with the payment of the usage fee.

(2) The MESSE shall only accept the other supplies and services requiring a fee going beyond the agreed scope of performance after a separate agreement to be made in writing. This shall also extend to services of third parties that are retained by the MESSE at the request of the Organiser.

(3) If the number of days occupied is extended, the usage fee shall rise correspondingly. The utilisation of joint areas (such as foyers or stairs, etc.) for such things as presentations or smaller sales exhibitions, etc. shall require a permit and fees.

Section 3 The Liability of the MESSE

(1) The MESSE hands over the object of utilisation to the Organiser in the utilisation period in a state that is ready for use.

(2) The liability of the MESSE shall be restricted to damage that can be proven to be caused by a state of the object of utilisation that does not correspond to the above Paragraph 1. Otherwise, the MESSE shall be liable pursuant to the statutory regulations. The MESSE shall only be liable with slight negligence to the extent that essential contractual obligations (cardinal obligations) are violated and only for damage that is predictable and typical of the contract hereto. The liability for personal injury and pursuant to the Produkthaftungsgesetz (German Product Liability Law) shall remain unaffected.

(3) The MESSE shall not be liable for the services of third parties or damage caused by them provided that the Organiser has retained said third parties and also renders accounts with them. This shall also apply if the MESSE has mediated third-party services. The MESSE shall not be responsible for services being properly provided and any damage caused by companies who work based on a special permit or contractual arrangement with the MESSE in the area of the Leipziger MESSE.

(4) Any change in the power supply, in particular any change in the current voltage, shall not entitle the Organiser to claims for compensation against the MESSE.

(5) The MESSE may make improvements and construction modifications that are necessary to avert imminent dangers or to eliminate damage without the Organiser's permission.

Section 4 Excluding Protection from Competition

The Organiser cannot derive any rights from the fact that other, even similar or equivalent events, are taking place at the same time next to its event in halls or on the grounds of the MESSE.

Section 5 Using the Object of Utilisation

(1) The Organiser has inspected the object of utilisation in detail before concluding the contract hereto. The object of utilisation shall be handed over to the Organiser before beginning the set-up period and the Organiser shall hand it over to the MESSE again without delay after the end of the dismantling period. Handover shall be recorded.

(2) The Organiser shall treat the object of utilisation carefully. The Organiser shall encourage the persons attending the event to treat the object of utilisation carefully. The Organiser shall be liable for

all of the equipment and systems handed over by the MESSE for utilisation to be properly returned.

(3) Existing facilities in the halls and on the open-air exhibition grounds may not be modified. The Organiser has to coordinate all fitting-out work for the event and establishing the technical routine with the MESSE.

(4) The building's exterior areas are not simultaneously handed over. The Organiser may not change the exterior façade.

Section 6 Subletting

It is prohibited to sublet the object of utilisation. Section 540 (1), Sentence 2 of Bürgerliches Gesetzbuch (German Civil Code) shall not apply in the event that the MESSE refuses permission to sublet for an important reason in the person of the suborganiser or for any other reason important to the MESSE. Awarding areas to persons participating in the exhibition shall not be deemed subletting as defined by the above provisions.

Section 7 Copyrights and Commercial Protection Rights

(1) Works of art protected by copyright (such as individual art or building structures) are placed on the entire new trade fair grounds. It shall be permitted to make a photocopy of said works and make any use of these photocopies, however only in the legal framework (Section 45 ff. of Urhebergesetz - Copyright Law) and complying with any existing copyright compensation demands. Violations of the copyright law shall be prosecuted pursuant to civil and possibly criminal law.

(2) If the MESSE issues its permission to photocopy the works protected by copyright or if this is a component of the agreed utilisation purpose, the MESSE's liability shall be ruled out for the freedom of the rights of third parties to each work. Obtaining the appropriate copyright utilisation permit and paying the remunerations customary for it shall exclusively be the duty of the Organiser.

(3) Reporting the event to the copyright lawexploitation companies (such as GEMA, VG Bild-Kunst or VG Wort, etc.) and paying the fees shall exclusively be the duty of the Organiser. The Organiser has to prove that it has complied with these obligations before the event at the request of the MESSE.

(4) The Organiser warrants and assures that the Organiser is entitled to utilise the mark used by the Organiser (brand, logo, slogan or business name, etc.) without any restrictions. The Organiser shall indemnify the MESSE of all claims of third parties at first request that they assert against the MESSE due to the Organiser using marks. This shall especially apply if the MESSE uses said marks to refer to the event in the framework of its event calendar.

Section 8 Services

(1) The Organiser is aware of the fact that the MESSE has exclusively committed third parties as partners for the area of the trade fair grounds for certain services typical of the event (such as electrical, water, lifting platforms, freight-forwarders, internet services, IT, the catering trade, policing service, first-aid service, security staff, fire protection service and cleaning, etc.) The Organiser has to respect the exclusive right of all of these MESSE partners for the purpose of properly operating the trade fair grounds. If the Organiser violates said obligation, the MESSE can withdraw from the contract hereto and/or assert claims to compensation for damage.

(2) Provided that the Organiser would like to claim the aforementioned services for the Organiser, its exhibitors, visitors or customers, they can be ordered either through the MESSE or directly from the partner(s) of the MESSE depending upon the prior arrangement with the MESSE.

(3) The Organiser shall order services typical of the event from the MESSE. The MESSE can retain third parties for compliance.

(4) The basis for providing said services shall be the terms and conditions and valid price lists of the MESSE that the Organiser has recognised with each order.

(5) The order forms (such as for installation services) shall be an essential component of the contract hereto.

(6) The services carried out shall be billed either by the MESSE or the third parties retained.

Section 9 Incidental Expenditures

Incidental expenditures shall be recorded depending upon consumption or in accordance with the Organiser's order and billed separately to the Organiser after the end of the utilisation period to

the extent that they are not included as a lump-sum in the usage fee as per agreement.

Section 10 Planning and Approving the Event

(1) The hall layout planning complying with the pertinent building and fire protection safety regulations shall be incumbent upon the Organiser and shall be arranged in consultation with the MESSE no later than 28 days before commencing the event.

(2) Procuring all official approvals, permits and registrations that may be necessary for carrying out the event, meeting any conditions issued and complying with building and fire protection safety regulations shall exclusively be the duty of the Organiser. Any project documents required shall be attached to the application.

(3) The Organiser shall petition for official safety acceptance of the event from the building, fire protection and regulatory office of the City of Leipzig no later than 21 days before commencing the event. The MESSE shall be notified of the set date of official acceptance.

(4) The Organiser shall hand over the approved hall layout planning to the MESSE without delay after approval has been issued.

(5) Complying with official conditions shall exclusively be the duty of the Organiser.

Section 11 Carrying out the Event

(1) The Organiser shall bear sole responsibility and commercial risk for the planning of and the course of the event as well as observing all rights and duties resulting from carrying out the event in relation to third parties.

(2) If the utilisation purpose is an event that the law for assembly places is relevant for its implementation, the Organiser shall comply with the appropriate statutory regulations.

(3) The Organiser has to arrange for sufficient policing, first-aid and security services complying with the safety regulations (including firewatches) for the halls and spaces handed over, the interior courts, loading yards, entrances and service areas in prior consultation with the MESSE exclusively with their contracted companies and service partners at its own expense for the entire utilisation period or using the object of utilisation. The MESSE shall reserve itself the right to define the extent to which the aforementioned services are needed. The MESSE shall notify the aforementioned services and the police before the event.

(4) The MESSE shall transfer and the Organiser shall assume the following obligations:

- a) The Organiser shall be responsible for the security of the event and complying with the regulations.
- b) The Organiser or an event director retained by the Organiser has to be constantly present during the event including the set-up and dismantling periods (operation of the assembly room).
- c) The Organiser shall halt operation (interrupting the event and evacuating the persons visiting and attending the event) if systems, facilities and devices needed for the security of the assembly room are not in good operating order or if operational rules cannot be complied with.

(5) The Organiser expressly declares that the Organiser or the event director retained by the Organiser is sufficiently familiar with the object of utilisation (the assembly room and its facilities) or was made sufficiently familiar by the MESSE.

(6) The Organiser has to ensure that the specified maximum occupation figures for the spaces used by the Organiser are not exceeded.

Section 12 Signposting

It is the Organiser's duty to ensure sufficient signposting inside and outside of the trade fair grounds at the Organiser's charge. The title and logo of the event can be ordered on the existing traffic management system at the MESSE for a fee.

Section 13 Admission and Guarding

The Organiser shall exclusively retain admission control and guarding in conformity with Section 11, Paragraph 3 with the contract companies of the MESSE.

Section 14 Cleaning

Cleaning the accessways, the surrounding area of the event building, the walk areas and toilets as well as disposing of rubbish/reusable materials during the utilisation period shall be the duty of the Organiser. The Organiser shall enlist the services of the contract companies of the MESSE for this.

Section 15 Disposing of Rubbish/Reusable Materials

The Organiser shall provide for the removal of packaging and other refuse materials stored by persons attending the event inside or outside of the object of utilisation and not removed by the end of the event at the Organiser's own expense.

Section 16 Terms of Payment

(1) All of the sums to be paid by the Organiser shall be plus the legally valid turnover tax and shall be due for payment by eight days after invoicing without deduction provided that no other due date has been agreed. The receipt of money at the MESSE shall be solely definitive for the timeliness of the payment.

(2) The Organiser shall not have any claim to the object of utilisation being handed over until complete payment of the usage fee.

(3) Interest amounting to 8 percentage points p.a. shall be paid from the due date provided that the Organiser is a merchant. The statutory amount of interest for late payments shall be paid with the occurrence of default. The right to assert any damage caused by default going beyond this against the Organiser shall be reserved to the MESSE.

(4) The MESSE can demand dunning charges from the Organiser amounting to a maximum of 13.00 euros for out-of-court warnings.

(5) The Organiser can only effectively set off with undisputed demands or demands that have been declared final and conclusive. The Organiser cannot effectively set off with demands in any case that are not similar or with future demands. It is also impermissible to exercise rights of retention that do not rest on this contractual relationship.

Section 17 The Organiser's Liability

(1) The Organiser has to notify the MESSE without delay if a defect in the thing handed over becomes apparent in the course of the term of the contract hereto or if a precaution becomes necessary to protect the object of utilisation against a danger that was not predicted. If the Organiser fails to provide notification, the Organiser cannot plead the defect to the MESSE and shall be obliged to the MESSE to replace the damage thus incurred.

(2) The Organiser shall be liable for all damage culpably caused by violating the maintenance obligations taken on by the Organiser or the duties of care incumbent upon the Organiser. Beyond this, the Organiser shall be liable for all damage culpably caused by the Organiser's employees, exhibitors, subtenants, visitors, customers, vendors and craftspersons (vicarious agents) to the extent that said persons came into contact with the object of utilisation at the Organiser's arrangement. The Organiser cannot plead Section 831, Paragraph 1, Sentence 2 of Bürgerliches Gesetzbuch (German Civil Code) toward the MESSE.

(3) The Organiser has to give notice of damage that the Organiser ascertains to the MESSE immediately.

(4) The Organiser shall cover the Organiser's third-party indemnity towards the MESSE from the beginning of the term of the contract hereto with a suitable insurance policy, maintain said insurance policy and document it at request.

Section 18 Serving Notice on the Contract

(1) The event contract concluded between the MESSE and Organiser shall be concluded for a particular time. Notice to terminate the event contract shall be ruled out.

(2) The right of the contractual parties to serve notice on the contract hereto for an important reason without maintaining a period shall remain unaffected in any event. There shall in particular be an important reason when:

- a) the Organiser is in default with meeting any payment obligation to the MESSE regardless of the legal grounds,
 - b) the Organiser violates the Organiser's contractual obligations in spite of being warned; said warning shall be dispensable if cardinal contractual obligations are violated,
 - c) violations against or non-compliance with official or legal demands on the side of the Organiser,
 - d) insolvency proceedings are opened on the Organiser's assets, said proceedings are petitioned for or are rejected due to a lack of assets covering the costs of the proceedings, or
 - e) the Organiser is entered into the insolvent debtors register kept with the local court with jurisdiction.
- (3) There shall also be an important reason if it becomes recognisable due to specific indications that
- a) the Organiser is using or will use the object of utilisation for other than the agreed utilisation purposes,
 - b) the event gives rise to the fear of or has taken an illegal run or

c) a danger for public safety or order may be feared when preparing or carrying out the event or a disturbance to public safety or order occurs.

(4) If the Organiser withdraws from the contract hereto without a legal reason, if the Organiser postpones the event or if the Organiser does not make use of handing over the object of utilisation for a reason not to be justified by the MESSE, the MESSE shall assert the following claims to compensation for damage:

- 25% of the usage fee shall be charged if the event is cancelled or postponed up to 18 months before the beginning of the event.
- 50% of the usage fee shall be charged if the event is cancelled or postponed up to 6 months before the beginning of the event.
- 75% of the usage fee shall be charged if the event is cancelled or postponed up to 3 months before the beginning of the event.
- 100% of the usage fee shall be charged if the event is cancelled or postponed less than 3 months before the beginning of the event.

The incidental expenditures actually incurred (including costs for providing catering) shall also be charged. The Organiser can prove that the MESSE did not incur any loss or only a substantially lower loss just as the MESSE can assert greater losses due to a specific calculation of losses. However, the Organiser shall not owe any compensation for damage if the non-utilisation of the object of utilisation of the leased object is based on reasons of force majeure.

Section 19 Inevitable Events and Force Majeure

The Organiser's claims against the MESSE shall be ruled out if it is impossible for the MESSE to provide the performance incumbent upon it due to the occurrence of inevitable events or force majeure (such as natural catastrophes, war, inner unrest, strikes or walkouts, etc.) The Organiser shall be free from the obligation to pay the usage fee.

Section 20 Domiciliary Rights

(1) The exercise of domiciliary rights shall be transferred to the Organiser to comply with the Organiser's contractual obligations. The domiciliary rights of the MESSE as the owner of the object of utilisation shall remain unaffected by that. If there is in particular imminent danger to persons, the building or facilities, the MESSE can make use of its domiciliary rights. If there is danger in default, it shall not require a request to the Organiser.

(2) The persons working at the MESSE who are active for maintaining hall operation and supervising the event shall be allowed to enter the halls/spaces handed over when they show their service identity card.

Section 21 Data Protection

(1) The contractual parties shall treat all information on personal data that is known to them, their employees or third parties retained by them for carrying out their contractual relationship confidentially. The contractual parties shall not use or exploit said information on personal data in any form with the exception of complying with the contract hereto. The contractual parties shall comply with all obligations from the Bundesdatenschutzgesetz (German Data Protection Act) and other legal requirements on data protection and shall correspondingly oblige their employees and the third parties retained. Said obligation shall apply beyond the end of the contractual relationship.

(2) Within the limits of the data protection regulations, the MESSE shall be entitled to electronically store the data concerning the Organiser for automatic processing and pass them onto the service partners of the MESSE to the extent that this is necessary or expedient to carrying out the event contract. The exhibitor expressly issues his or her consent to this.

Section 22 Assigning Rights

The Organiser shall not be entitled to assign the claims the Organiser is entitled to against the MESSE to third parties.

Section 23 Written Form

There are not any verbal subsidiary agreements to the contract hereto. All amendments in and supplements to the contract hereto shall require the written form and the reference to the contract hereto. This shall also extend to suspending the requirement of the written form. Any departing practice shall still not result in an amendment to the corresponding contractual agreements.

Section 24 Limitation of Actions

All of the Organiser's claims against the MESSE shall become statute-barred within 12 months. Limitation of actions shall commence on the first of the month following the final day of the event.

Section 25 Applicable Law/Language

The law of the Federal Republic of Germany shall exclusively apply to the event contract, these event conditions, all contractual addenda and supplements as well as agreements that end the contractual relationship hereto with the exception of international private law. In any event, the German text shall be binding. The contractual language shall be German.

Section 26 Venue

To the extent that the Organiser is a merchant as defined by the Handelsgesetzbuch (German Commercial Code), a legal entity of public law, a special fund under public law or does not have its headquarters or general venue in the Federal Republic of Germany at the point in time when civil action was lodged, Leipzig shall be the exclusive venue for all disputes resulting from the contractual relationship. The MESSE shall also be entitled as an alternative to sue the Organiser before the court with jurisdiction for its headquarters.

Acquainting the Event Director with the Object of Utilisation

1. Security facilities at the MESSE for protecting persons and material

1.1 Fire alarm System

Exhibition halls 1-5 and the Congress Center (CCL) are equipped with an automatic fire alarm system for early recognition of fires. They record the hall zone and the secondary technical spaces. There are some exceptions. The entrance halls do not have a fire alarm system for early recognition. Fire alarm boxes are triggered with smoke, maximum temperature and a rise in temperature. Triggering an alarm box causes a pre-alarm in the supervisory control room while triggering a second alarm box [causes] an automatic call to the fire brigade; manual call points and spaces with an alarm box or single-criterion call point immediately trigger a call to the fire brigade.

1.2 Sprinklers

Exhibition halls 1-5 (including secondary spaces, the CCL and the East Entrance Hall) are extensively equipped with a sprinkler system for firefighting, whereas in the West Entrance Hall, only the installations are equipped with a sprinkler system. Tripping also triggers a call to the fire brigade.

1.3 Public Address System

Each hall has an announcement system. There are not only free announcements on this system, but also alarm announcements. There are signal tones and complete text building blocks available for this. The speech and operating point are with the hall master and in the supervisory control room. The hall master has a gong, siren and free announcement available. The supervisory control room starts the alarms manually and they have priority before all other announcements; they can also carry out free announcements.

1.4 Video monitoring

The halls are video monitored. The supervisory control room can make targeted visual checks on this with alarm announcements.

1.5 Security illumination/escape route signs

There is battery-buffered security illumination supported by the stand-by system when the power supply fails. The escape route signs are switched in permanent operation and are supported by battery/stand-by system.

1.6 Stand-by system

The stand-by system is automatically started when the electrical supply fails. This supplies security systems and selected and critical installations.

1.7 Smoke and heat ventilation systems

Smoke and heat ventilation system flaps are available in the roof area for smoke extraction. They are automatically triggered with monitoring systems or manually with pushbutton call points.

1.8 Doors between fire lobbies

The doors are equipped with automatic door closing systems that prevent smoke from spreading.

1.9 Escape doors and emergency passages

Escape doors and passages are marked and the doors are equipped with panic closing.

1.10 Fire extinguishers

There are fire extinguishers and hydrants in the side hall zone at the gates/doors. In addition, mobile fire extinguishers will be placed in the waste collection islands in the hall zone depending upon layout planning. Furthermore, stationary hydrant cabinets will be set up in the halls, on the hall supports and in the diagonal depending upon the type of event.

1.11 Medical Care

There are 4 first-aid rooms on the trade fair grounds:

- Hall 1
- the West Entrance
- the East Entrance
- the Congress Center

However, they are not constantly staffed and they have to be planned and reserved depending upon needs and requirements. The first-aid rooms are only staffed/operated when needed and provided that the Organiser has planned and reserved them in advance in due time.

2. Monitoring/Operating the Security Facilities

2.1 All alarms run centrally in the supervisory control room where they are processed (an alternative location is in the area of the security company). The supervisory control room has options for global and selective operation/control of the systems.

2.2 The supervisory control room is staffed on weekdays between 6 o'clock and 7 p.m. Furthermore, the supervisory control room is also staffed during the running period or planned with a separate work schedule at times of events (in the halls and the glass hall).

2.3 Group alarms run in each of the halls in the hall master office for each hall. There are only limited possibilities for access there:

- answering the alarm
- announcement for the hall
- switching the hall illumination
- opening the smoke and heat ventilation system flaps

3. Proof

The MESSE checks the systems requiring monitoring as per the valid regulations and we are in possession of the proof.

4. Interfering with the Operation of the Security Facilities

Only the MESSE can interfere with the sequences of operations and control units including shutting down systems and system components. They should be coordinated in advance with the "person responsible at the MESSE" and released there while providing for equivalent substitute measures. It is necessary to obtain the permission of the building authority in certain cases.

5. Building Monitoring

security company: b.i.g. sicherheit GmbH
building director: phone: 7063
south entrance: phone: 6666 (staffed non-stop)

6. Emergency Management

The MESSE shall take over control by means of the existing emergency management system and alarm plan if there are situations occurring unexpectedly such as fire/explosions/smoke developing, threats, technical disturbances, accidents, environmental damage or burglaries/attacks. A representative of the management shall assume direction and he or she shall constantly be available. The event director shall be involved here. If the police/fire brigade intervene, they shall assume the operational command. The security company is instructed to introduce initial measures in any emergency along with the contact office of the supervisory control room outside of regular working hours.

7. Annexes

The following shall be handed over to the event director:

- the Technical Guidelines of the MESSE
- the ground plan of the MESSE as a component of the Technical Guidelines
- the plan(s) of the buildings used
- the alarm plan

The security and general provisions when working in the trade fair grounds.

The Security Provisions for Working on the Trade Fair Grounds

We are obliged by legislation, occupational safety, the rules of technology (such as VDE) and the general responsibility that every employee has towards other persons to avert risks and dangers to persons and/or material. This is the reason why everybody working at the trade fair grounds is obliged:

- to apply measures that rule out the possibility of any risks or damage,
- to comply with the house rules and fire protection and prevention rules,
- to use protective equipment provided that it is necessary or required,
- to comply with the relevant laws and regulations,
- to secure the construction site, construction site equipment and material,
- to prevent environmental damage (such as with collection basins and filters),
- to comply with fire protection measures,
- to keep existing escape routes uncluttered and fire protection doors closed; it is prohibited to place stops to keep doors from falling closed.
- to notify the hall master and/or contact person of the MESSE **before** doing welding, separating or other work forming smoke, flames, sparks or dust since the grounds are equipped with automatic fire alarm systems and fire extinguishing equipment. The permission to carry out this work shall be obtained **every day** before commencing work.
- to report accidents involving persons or property damage to the caretaker, client or supervisory control room of the trade fair grounds without delay (phone number: [0341 678] **8888**),
- to comply with instructions in the event of danger, pass on alarming, assist third parties and notify the MESSE that all staff is accounted for through the contractual partner,
- to follow the instructions of the employees of the MESSE or its vicarious agents (such as the security company),
- to instruct employees,
- to guarantee local cleanliness,
- to pass on information to persons immediately concerned (such as the caretaker),
- to check measures taken for compliance,
- to report to the contact person of the MESSE or the caretaker before commencing work and after work is completed.

Inventory relevant to safety in the hall master rooms:

- the first aid equipment and
- the list of phone numbers

Miscellaneous:

There are also emergency numbers and the internal phone at the hall gates and in other areas. If you have questions or there is a lack of clarity, please get in contact with the client or the house's occupational safety worker **b e f o r e** beginning. Follow any instructions of third parties to cease whatever actions. Any non-compliance with said instructions shall be at the contractor's expense. The MESSE reserves itself the right to undertake all measures to immediately avert dangers.

Important Phone Numbers:

<u>fire brigade</u>	112		
<u>police</u>	110		
<u>medical care (St. Georg Municipal Hospital)</u>	0341 9090		
<u>supervisory control room for the trade fair grounds</u>	0341 678 8888	internal phone	8888
<u>director of the security company for the trade fair grounds</u>	0341 678 6666	internal phone	6666