

General Terms and Conditions for FVA GmbH Technical Exhibitions

§1 Registration Requirements

The application for participation is made by means of a registration form, which must be completed, signed with a legally binding signature, and submitted to FVA GmbH in due time. With the written application, the exhibitor acknowledges all sections of the "General Terms and Conditions for FVA GmbH Technical Exhibitions" and all application forms as integral parts of the contract.

§2 Exhibition Goods for In-person Events

All exhibits must be listed in the registration form. FVA GmbH reserves the right to revoke acceptance if it was granted on the basis of false information or if the requirements for admission are not fulfilled.

§3 Confirmation of Participation (Conclusion of Contract)

The exhibitor will receive a written confirmation following acceptance of the registration. FVA GmbH will provide a detailed allocation of stands at a later date. Stands will be allocated based on the chronological order of the applications received. Even a partial transfer of registration rights to a third party requires the written approval of FVA GmbH.

§4 Stand Design

In-person Events

The exhibitor is obliged to comply with the rules for stand construction and design specified by FVA GmbH. Any additional fittings and equipment must be approved by the organizer and shall be made at the expense of the exhibitor.

Online Events

FVA GmbH will establish provisions regarding the technical requirements for the virtual stand and provide the exhibitor with access to the Internet platform.

The exhibitor is obliged to be present at the company's digital stand during the operating hours specified in the registration documents. During operating hours, the virtual stand must be attended by the exhibitor's qualified personnel, who shall also be available for customer inquiries via the contact form. The support of further add-ons for customer communication is the responsibility of the exhibitor. The presentation of exhibits not related to the current topic (see application documents) is not permitted. FVA GmbH is entitled to remove exhibits that do not comply with this (see note

above) and to exclude the exhibitor. In the event of exclusion, there shall be no claims for reimbursement of exhibitor fees.

The exhibitor bears sole responsibility for ensuring that the contents of all digital presentations do not infringe upon the rights of third parties. The exhibitor shall indemnify FVA GmbH against all claims made by third parties in connection with the content provided by the exhibitor.

§5 Cancellation by Exhibitor

Cancellations for online and in-person events must be made in writing per e-mail.

For registered companies that have received a written confirmation from FVA GmbH, the following contract termination deadlines apply:

In-person Events

Up to 24 calendar weeks before the event, free of charge.

From 23 calendar weeks before the event, 25% of the agreed stand fees will be charged.

From 15 calendar weeks before the event, 50% of the agreed stand fees will be charged.

From 14 calendar weeks before the event, 75% of the agreed stand fees will be charged.

From 13 calendar weeks before the event, the agreed stand fees are 100% payable.

Online Events

Up to three calendar weeks before the event, free of charge.

Up to two calendar weeks before the event, 50% of the agreed stand fees will be charged.

Up to one calendar week before the event, 75% of the agreed stand fees will be charged.

After this time, the agreed stand fees are 100% payable.

The date that the written cancellation is received by e-mail shall be decisive. The exhibitor is entitled to prove that less damage has occurred.

§6 Cancellation by FVA GmbH

If FVA GmbH, through its own fault, does not fulfill contractually agreed services to the exhibitor, FVA GmbH must inform the exhibitor immediately. Should FVA GmbH be in a position to hold the event at a later date, it must also inform the exhibitors of this without delay. Exhibitors are entitled to cancel their participation at the changed date within one week of receipt of this notification.

1. FVA GmbH reserves the right to postpone or even cancel the event for unforeseeable reasons for which FVA GmbH is not responsible (e.g. speaker illness, conference venue not available, force majeure, etc.). Force majeure refers in particular to - but not exclusively - e.g. natural disasters, war, riots, strikes, epidemics, pandemics, official measures, or other unforeseeable events for which FVA GmbH is not responsible. FVA GmbH shall inform the exhibitors of such events.
2. In cases of relocation or cancellation according to item 1, the exhibitor is entitled to full reimbursement of the stand fee.
3. The exhibitor may not derive any further claims for reimbursement of expenses incurred in anticipation of participation in the event or for damages from the cancellation of the event.

Should the allocated space not be available for a reason for which FVA GmbH is not responsible and another space can be made available, the exhibitor shall not be entitled to a refund of the agreed fee.

FVA GmbH shall only be liable to exhibitors for damage caused by intent or gross negligence, in the event of culpable breach of material contractual obligations, and within the scope of agreed warranty services. Liability shall also exist in the event of culpable injury to life, limb, or health. Further liability claims are excluded.

§7 Monitoring of the Exhibition Premises for In-person Events

FVA GmbH does not provide stand surveillance. FVA GmbH does not assume liability, in particular for theft. The exhibitor is advised to take out appropriate insurance.

§8 Liability, Insurance

FVA GmbH assumes no economic risk and no liability – except in the case of gross negligence or willful misconduct, the negligent breach of a material contractual obligation, or negligent injury to life, body, health.

In-person Events

FVA GmbH assumes no responsibility for any damage, loss, etc. caused to persons or property owned or rented by the exhibitor, occurring during the event, assembly and disassembly, as well as transportation and removal, even if there is no fault on behalf of the exhibitor or its agents. All exhibitors are advised to take out insurance against typically insurable risks such as fire, theft, water and weather, damage to property, etc., including the risk of damage to exhibition materials during transportation. The exhibitor is responsible for damage to the exhibition hall, for example due to

paint or glue, adhesive residue on floors, nails or drilling holes in floors, walls, or ceilings.

§9 Terms of Payment

The exhibitor is obliged to transfer the stand fees to FVA GmbH immediately upon receipt of the invoice. If the invoice has not been paid in whole or in part, FVA GmbH reserves the right to deny the exhibitor access to the stand when assembly work starts. In the event of a delay in payment, interest shall be charged pursuant to § 288 BGB (German Civil Code).

§10 Disposal of Waste at In-Person Events

The disposal of packaging waste is included in the stand fees. Items or liquids requiring separate disposal (beyond general household waste) are excluded.

§11 Place of Jurisdiction and Applicable Law

The legal relationship established between the contracting parties arising from or associated with the contract is subject to the laws of the Federal Republic of Germany. The place of jurisdiction for legal disputes arising from or in connection with the contract shall be the registered office of FVA GmbH in Germany, Frankfurt am Main.

Amendments and supplements to this contract must be made in writing. This shall also apply to the waiver of the written form requirement or amendments to the written form requirement. There shall be no verbal collateral agreements.

Should individual provisions of this contract be or become invalid in whole or in part, this shall not affect the validity of the remainder of the contract. In this case, the contracting parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that comes as close as possible to the business intent of the invalid or unenforceable provision.

Note: The German version of these "General Terms and Conditions for FVA GmbH Technical Exhibitions" ("Allgemeine Geschäftsbedingungen zu den Fachausstellungen der FVA GmbH ") shall be definitive. This English version is for informational purposes only.

Frankfurt, 03.02.2021