

General Section of the Conditions of Participation

I Registration

Registration can be carried out electronically or by post.

1. Electronic registration process

By completely filling in the registration forms and clicking on the button "Submit binding application" on the website you declare your intention to participate in the event (Registration).

Immediately after the dispatch of your binding registration you receive an automatic confirmation of receipt at the e-mail address you have supplied. This confirmation of receipt simply documents the fact that your registration has been received by the organiser and does not give rise to a contract between you and the organiser.

By dispatching the registration, you acknowledge the General and the Special Sections of the Conditions of Participation and the Exhibitor Service Manual as binding.

2. Postal registration process (insofar as provided)

To indicate your intention to take part in the event, you must return to us a completely filled in and signed registration form (Registration). Alternatively you can scan the completed and signed participation documents and send them to us via e-mail to the e-mail-address given in the registration form. A digital signature can also be provided instead of the scanned signature.

By signing and returning the registration form, you acknowledge that the General and the Special Sections of the Conditions of Participation and the Exhibitor Service Manual as binding.

3. You can download the Conditions of Participation from the event homepage or from the Exhibitor Portal. You also have the option of requesting the Exhibitor Service Manual in printed form at any time.

4. The registration is binding on you as of its delivery to Koelnmesse. It cannot be subject to provisos or reservations; in particular requests for specific stand locations do not constitute a condition for participation.

5. The registration can only be revoked prior to your receipt of the acceptance / stand area confirmation when this is permitted by the Special Section of the Conditions of Participation. In this case, you have to pay a fee as stipulated in the Special Section of the Conditions of Participation.

II Acceptance

1. The organiser decides on your participation on the basis of the stipulations valid for all of the participants in the event (acceptance/stand area confirmation).

There are no legal obligation on the organiser to admit your registration. In the event that the organiser receives more registrations corresponding to the admission requirements prior to the deadline for submission of registrations than there is available exhibition space, the organiser will decide which applications for registration are approved according to the organiser's reasonable discretion.

If you have previously failed to fulfil your financial obligations to the organiser or have not fulfilled them punctually, your company can be excluded from acceptance.

2. The contract comes into force with the confirmation of acceptance/stand area confirmation, both of which are valid with or without signature.

3. Validity of the acceptance

The acceptance/stand area confirmation only applies to the respective event, the company registered and named in the acceptance and the products and services registered. Products and services that do not correspond to the Index of Goods may not be exhibited or offered.

The assignment of a stand area is carried out by the organiser in accordance with the exhibition topic area within the event to which the products you have registered belong.

Exhibitors do not have a right to have a stand area assigned to them of a particular shape, in a particular hall or a specific area within a hall. The exhibitor can specify a minimum and a maximum stand area during registration. Any acceptance by Koelnmesse that is within the specified size range is according to contract. Deviations from the average value of the specified desired sizes of up to 20% are also according to contract. An agreement is necessary in the case of greater deviations outside the desired size. This agreement is granted at the latest with the payment of the participation price.

The organiser is entitled to revoke the acceptance if it was granted on the basis of incorrect statements or if the participant subsequently fails to meet the conditions for acceptance.

4. Change after acceptance

The organiser is entitled to relocate or close entrances and exits, and to make structural changes to the trade fair halls for good cause (e.g. fire, fire protection, other hazard prevention) and taking into account your legitimate interests after acceptance without you deriving any rights from such changes.

In individual cases with good cause and taking into account your legitimate interests, the organiser is furthermore entitled to subsequently assign a different stand area to the one already allocated in the acceptance and to change the size and dimensions of the stand area. If the size of the stand area is reduced, the difference in the participation fee will be refunded to you.

In the event that the date or location of the event has to be changed due to good cause and this change can reasonably be expected of you then the corresponding changes must be accepted; the acceptance/stand area confirmation is replaced by the organiser's corresponding notification of the changes. A change of location means a change to a location outside the exhibition centre.

You will immediately be notified should the stand area not be available for reasons beyond the organiser's control. In this case, you have the right to receive a refund of the participation fee.

In such cases, there is no entitlement to claim damages that go beyond this refund.

5. Rights of withdrawal

The organiser may withdraw from and terminate the contract if there is good cause. Such good cause is particularly the case if an application has been submitted to initiate insolvency proceedings on you or if the organiser determines that your application shall be rejected due to your lack of assets. You must notify the organiser immediately if this is the case.

It is no longer possible for the exhibitor to withdraw a registration after the acceptance/stand area confirmation has been received.

As an exhibitor, you bear the sole risk for the following complications: products that are planned for the exhibition cannot be imported as a result of the legal regulations valid at the event location or for other reasons; products arrive at the event location late, damaged or not at all (e.g. because they have become lost or are affected by transport or customs delays); you, your staff, your stand personnel or the personnel charged with the construction of your stand are delayed or prevented from arriving at the event location, e.g. due to the refusal of a visa. You remain obligated to pay any and all costs that have been agreed upon.

The organiser can consent to a request for release from the contract by way of exception if the stand area made available can be assigned to a third party in return for payment. Unless specified otherwise in the Special Section of the Conditions of Participation, the organiser is then authorized to demand a flat-rate amount of 25% of the participation fee for the costs incurred without further evidence. If the stand area cannot be transferred to a third party for a fee, the contract remains in force and the participation fee must be paid in full. The occupation of the stand area that is not reserved by another participant who has already been admitted to the event and assigned a stand area is not considered to be a rental to a third party against payment, as two areas were merely exchanged.

If the Special Section of the Conditions of Participation stipulate that you must purchase a Marketing Package, the specified price has to be paid in the event that you withdraw from the contract and the admission ticket vouchers have been provided therein. This does not affect your liability for catalogue fees, stand construction fees or other costs, particularly if they involve services from third parties or have arisen due to services that have already been provided.

The co-exhibitor fee must be paid in full in the event a company that has been accepted as a co-exhibitor does not participate.

III Construction, design and operation of the stands

1. As an exhibitor, you are responsible for ensuring that your trade fair participation, and especially the construction and design of your stand, comply with all the legal standards valid in the Peoples' Republic of China as well as the regulations of these conditions and the Special Section of the Conditions of Participation and the Exhibitor Service Manual including any hygiene regulations. This also applies to the persons working on behalf of the exhibitor, who must be supervised to ensure that they adhere to the stipulations.

2. Additional regulations, especially those of an event-related nature, can be found in the Special Section of the Conditions of Participation and in the Exhibitor Service Manual.

3. Any additional technical services that may be required, in particular the installation of electricity, water and safety measures, the hiring of local personnel, etc., can be ordered from the Exhibitor Portal and are invoiced separately. Orders placed by third parties (in particular by stand construction companies) in connection with the construction, furnishing and design of your stand area are considered to have been commissioned by the exhibitor and at the exhibitor's expense.

4. The registered and authorized products must be on display at the stands for the entire duration of the event. Stand personnel must also be in attendance throughout this entire time. Clearing the trade fair stand before the official end of the event represents a serious breach of these Conditions of Participation and entitles the organiser to pursue claims for damages and to exclude your company from future participation in events of the Koelnmesse Group.

5. Products and services may only be presented within the stand area listed in the acceptance/stand area confirmation. You may not distribute products, flyers and other advertising materials in other areas of the exhibition centre without first receiving the organiser's written permission.

6. The legal stipulations of the Peoples' Republic of China need to be complied with during the presentation and sale of products and services. Products that are not intended to be offered or are not approved for sale worldwide or any particular county must bear a corresponding note or a country-specific label.

7. The organiser can require that you remove products that do not correspond to the Index of Goods, the presentation of which would not comply with legal stipulations of the Peoples' Republic of China or that may cause a significant interference with the operation of the trade fair or give rise to a hazard to the safety of exhibitors and visitors due to smells, noises or any other emissions or due to their appearance.

IV Participation fee and other costs/Terms of payment

1. The participation fee for the standardized event services covers the rental of the stand area for the entire duration of the event and the construction and dismantling periods stipulated in the Special Section of the Conditions of Participation; a specific number of exhibitor and work passes; the use of technical and service facilities at the exhibition centre; general hall security; cleaning of the generally accessible hall areas; general hall lighting; and advice on organization, advertising and public relations work for your participation.

In addition, the participation fee includes services provided by the organiser as part of the general visitor marketing activities. At the organiser's discretion, these activities especially include a selection of the following services: Placing of advertisements, direct marketing measures (e.g. publication and dispatch of newsletters and other information to potential visitors by mail, fax, or other means of electronic transmission), provision of an online ticket shop, and event-related Internet domains. The standardized event services also include the provision and supply of energy covered by the flat-rate energy fee; in this respect, please note the corresponding regulations of the Special Section of the Conditions of Participation.

The event services also encompass the inclusion in the list of exhibitors. This is obligatory for each exhibitor, co-exhibitor, group participant and additionally represented company. Please note the corresponding regulations of the Special Section of the Conditions of Participation.

2. Unless the Special Section of the Conditions of Participation provide otherwise, the participation fee does not include the provision of stand partition walls or other special construction elements.

3. The amount of the participation fee and other costs will be calculated on the basis of the dimensions of the allocated stand area and according to the rates specified in the Special Section of the Conditions of Participation. Projections, pillars, installation connections and other fixed objects are not taken into account in the calculation of the allocated floor area, which is deemed to be in accordance with the contract.

4. In the case of two-storey exhibition stands the participation fee for the stand area of the upper storey approved after technical inspection is governed by the regulations in the Special Section of the Conditions of Participation.

5. After your acceptance you will receive an invoice for the participation fee and other costs; the invoice amount is due immediately on receipt of the invoice. This also applies to all amounts that must be paid within the framework of the contractual relationship, and, in particular, to invoices, as stipulated by Item I, Paragraph 5 and Item II, Paragraph 5 of these conditions.

6. Unless the Special Section of the Conditions of Participation provide otherwise, all prices are net fixed prices plus any value added tax and comparable taxes of the event location that may be payable.

7. The organiser shall have the right to increase the various prices to cover the higher costs in the event of an increase in its own production costs as a result of increased costs for manufacturing, procurement and labour as well as energy costs, fees, taxes and other public duties at the event location. The greatest amount that each individual price can rise is limited to 5% if more than 9 months have passed between the time the contract is concluded and the date the event is held, 7.5% if more than 18 months have passed and 10% if more than 24 months have passed.

8. All liabilities must be settled on time in order for you to occupy the reserved stand area.

9. Failure to execute payment on time will result in interest being charged at the rate of [10%] per annum.

Should settlement of the invoice not be effected by the deadline or not be effected in full, the organiser is, in addition, entitled to terminate the contract with you and to otherwise dispose of the stand area.

10. A right of lien in the organiser's favour arising from the organiser's claim in regard to the provision of the stand area attaches to the objects brought to the exhibition centre by you.

11. The exhibitor agrees to an electronic invoicing process. The dispatch of the invoice is carried out electronically via e-mail to the e-mail address supplied by the exhibitor or by post as a paper invoice at the discretion of the organiser. The exhibitor must immediately notify the organiser of any changes to its e-mail address.

12. You are obligated to pay the amount shown on the invoice in the currency shown on the invoice ("billing currency"). If the organiser should be prepared, as a courtesy, to accept settlement of the invoice in a currency other than the billing currency in individual cases, without being under any obligation to do so, the exchange rate of such payment must be based on the buying rate of the billing currency published by the organiser's bank on the date the payment is received. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are, therefore, at your expense.

13. Should the exhibitor have any complaints about the invoice, they must be submitted in writing or in the case of electronic invoicing also via e-mail immediately or at the latest within two weeks of receipt. Subsequent objections cannot be considered. A processing fee of €100.00 or equivalent RMB amount will be charged for every change to an invoice after your receipt of the invoice that is made exclusively at your request and without an error on the part of Koelnmesse.

14. Any projections, pillars, installation connections and other fixed objects in the stand area provided do not entitle you to any reduction in the participation fee or other costs.

15. In the event of the organiser not being able to fulfil the contract in whole or in part, you have a claim to a proportional reimbursement of any payments you have made. Further claims are in accordance with the regulations in Item VII of these Conditions of Participation. This does not affect the regulation under Item IX of these Conditions of Participation.

16. You can only exercise a right of withholding or set-off against the receivables arising from the contractual relations insofar as your claims are undisputed or have been determined *res judicata*.

17. In the event that an invoice is sent to a third party at the request of the exhibitor, this does not constitute any waiver of the right to claim the account receivable from the exhibitor. You remain obligated to pay until such time as the account receivable has been settled in full.

V Co-exhibitors, additionally represented companies, group participations

1. Stand areas can only be rented in their entirety and only to one contracting party. You, as an exhibitor, may not relocate, exchange, share or otherwise make available the stand area that was reserved for you to another party in whole or in part without the organiser's prior permission.

2. The use of the stand area by multiple companies is only permissible when the stipulations of the Special Section of the Conditions of Participation permit the participation of co-exhibitors and/or additionally represented companies.

3. A special application must be approved by the organiser before another company (co-exhibitor) can use the stand area to exhibit its own products with its own staff. This also applies to companies that are represented at the trade fair by their own products, but not by their own staff (additionally represented companies). Companies within a corporate group and subsidiaries count as co-exhibitors.

The organiser has the right to require you, as the exhibitor to pay a participation fee and other costs for co-exhibitors. The organiser also has the right to limit the number of co-exhibitors for each exhibitor. In addition, the preconditions specified in Item II of these Conditions of Participation apply for the admission of co-exhibitors and additionally represented companies. These companies are subject to the Conditions of Participation — General and Special Sections as well as to the Exhibitor Service Manual.

If you have a co-exhibitor or additionally represented company exhibit at your stand without first obtaining the organiser's explicit permission, the organiser has the right to cancel the contract with you without prior notice and to have your stand area cleared at your risk and expense. No claims of any kind can be made against the organiser in this case, especially no claims for damages.

After acceptance contractual relationships also exist exclusively between the organiser and the exhibitor, who is responsible for the culpability of its co-exhibitors/additionally represented companies as for its own culpability.

4. When multiple companies wish to participate in the event together on one stand area — a group participation — the General Section and the Special Section of the Conditions of Participation and the Exhibitor Service Manual are binding for every individual company. The registration is carried out by the group organiser, who is responsible for ensuring that the group participants adhere to the Conditions of Participation. After acceptance/stand area confirmation contractual relationships exist exclusively between the group organiser and the organiser. Exceptions exist in the case of individual orders by the group participants of services in their own name and on their own account; these are only permissible on site during the period from the first day of stand construction to the last day of the event in question.

5. If a stand area is jointly assigned to two or more companies, they are jointly and severally liable to the organiser.

VI Right to supervise

1. The organiser exercises the rights to supervise the exhibitors throughout the exhibition centre.

2. The organiser is entitled to have exhibits removed from a stand if their display violates applicable laws, or is morally offensive or not in keeping with the exhibition programme. Advertising of a political or ideological nature is prohibited. In the event of serious offences against the Conditions of Participation, the Exhibitor Service Manual or the legal stipulations, the organiser is entitled to close your stand or have it vacated.

3. The exhibition regulations and rules adopted by the exhibition centre hosting the event apply in their currently valid version.

VII Liability/indemnity

1. The organiser is liable without limit for claims, irrespective of their legal grounds, of intent or gross negligence. The organiser is only liable for simple negligence insofar as essential contractual obligations have been breached, and any such liability is limited to foreseeable damage typical of the contract. Essential contractual obligations shall pertain only to those contractual obligations which are indispensable for the performance of the contract and on the fulfilment of which the exhibitor may rely. Otherwise the organiser's liability for damages is excluded.

The aforementioned limitations and/or exclusions of liability do not apply to a legally mandatory specified strict liability (e.g. arising from product liability) or in the case of loss of life, bodily injury or impaired health.

Insofar as the liability is limited or excluded by the aforementioned regulations, this also applies to the liability of the bodies, employees, legal representatives and vicarious agents and officers of the organiser (also with regard to their respective personal liabilities).

2. A strict guarantee liability on the grounds of initial defects of the area provided is excluded.

3. A reduction of the fee due to material defects shall only be considered if the organiser has been notified in writing during the term of the contract of the intention to reduce the fee. Claims to reduction and/or rights of retention of the exhibitor can only be asserted insofar as they are based on legally determined or uncontested claims.

4. If and to the extent that the organiser provides water, district heating, gas and electricity from the supply networks of utility companies, the exhibitor shall not assert any further claims for damages in the case of liability on the part of the organiser in the event of service disruptions than those to which the organiser is entitled under the relevant provisions vis-à-vis the respective utility company. The exhibitor shall immediately notify the organiser and directly notify the utility company supplying the service of any damage in writing.

5. If the organiser is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to reschedule the event, shorten or extend it due to force majeure, or for other reasons beyond its control, then the exhibitor is not entitled to any rights, in particular, to claims for damages against the organiser.

6. Liability continues to be subject to the legal burden of proof rules, which are unaffected by this clause.

7. The organiser does not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are the property of the stand personnel. Therefore the organiser does not assume any liability for the loss of objects, equipment, structures and other valuables brought in by exhibitors and third parties, unless Koelnmesse has assumed custody for a fee. The exhibitors are aware of the possibility of hiring hall and stand security personnel for a fee.

The organiser transfers the general surveillance of the trade fair halls and the outdoor areas, the oversight of the exterior grounds, and the checks at the entrances to security agencies and their uniformed guards and non-uniformed personnel.

Every visitor and exhibitor in the trade fair halls must be in possession of a valid admission ticket or exhibitor pass and show it to the aforementioned security personnel upon request. The exhibitor will notify those service providers it has commissioned that they will require an admission ticket (e. g. a constructor's ticket). The surveillance and security of individual stands or parts of stands is not included in this general oversight.

8. In the case of contracts that provide for the procurement of certain items, then, unless otherwise expressly agreed in individual cases, the organiser does not assume the risk of procurement.

9. The organiser does not conclude specific insurance for the stand and the items located at the stand. The organiser recommends that the exhibitor insure its participation risk against the normal insurable risks such as fire, burglary, simple theft, damage, water damage etc. including the risks of transport to and from the event itself and at its own expense and that it ensure adequate insurance cover for the construction, trade fair, and dismantling periods including the periods of transport to and from the event.

All cases of theft and damage must be immediately reported to the police, the organiser and the insurance company.

Stand security personnel may only be hired from the security companies commissioned by the organiser.

10. The exhibitors are also responsible for compliance with all laws, guidelines and other regulations applicable in the Peoples' Republic of China if the content of the organiser's Conditions of Participation deviate from such regulations. They are obligated to inform themselves in good time and comprehensively about the relevant regulations at the event location and to obtain the necessary knowledge.

The organiser is not obligated to provide any notification or information in this regard.

11. As an exhibitor, you are liable to the organiser and third parties for any damage that you, your personnel, your employees or third parties commissioned by you or other third parties that you use to fulfil your obligations culpably inflict on the organiser or third parties. You shall indemnify the organiser in this respect from all claims of third parties. The Exhibitor Service Manual as well as the information contained in the organiser's circulars on questions concerning the preparation and implementation of the event must be strictly observed.

12. The exhibitor shall irrevocably indemnify the organiser from all claims by third parties insofar as these are based on the exhibitor's presentation, the design of the exhibitor's stand, the products presented at the exhibitor's stand, or the intellectual content of these products violating the rights of third parties (in particular, but without being limited to, copyrights, the rights to names and images, trademark rights, competition rights and personal rights) or other statutory provisions. This indemnity obligation encompasses all of the associated costs and expenses (in particular, but without being limited to, warning and legal costs as well as court fees).

VIII Assertion of claims/period of limitation

1. Claims against the organiser that are discernible to the exhibitor — of whatever type — must be submitted to the organiser in writing immediately, normally during the course of the event. The date on which the organiser receives the claim will be the sole criterion for determining if it has been received by the deadline. Claims which are received at a later date cannot be considered. This also applies to claims that would have been discernible with due diligence.

2. Claims against the organiser arising from the contractual relationship as well as all other claims relating thereto shall become statute-barred after 6 months commencing from the end of the month in which the closing date of the event falls.

IX Reservations / force majeure, cancellation of the event

1. The organiser shall have the right to reschedule, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, in part or in whole, insofar as such an action is required due to compelling reasons for which it is not responsible or unforeseen events such as force majeure, natural disasters, wars, strikes, terrorist attacks or the large-scale breakdown or obstruction of traffic, supply and/or communication links, epidemics or pandemics. The organiser shall immediately notify the exhibitor of such circumstances, provided it is not also prevented from doing so by force majeure. In such cases, the exhibitor has no claim to recompense for the resulting damages.

2. In case the event is cancelled as a result of one of the cases mentioned in Item IX Paragraph 1, the exhibitor is obligated to cover the costs of the services already provided to the exhibitor if the organiser requests it to do so.

3. Cases of force majeure that prevent the organiser or its service partners from fulfilling some or all of their obligations release the organiser from its obligations until the force majeure ceases. The organiser shall immediately notify the exhibitor of such circumstances, provided the organiser is not prevented from doing so by force majeure as well. Strikes, lockouts, regulatory intervention and the impossibility of providing auxiliary materials such as electricity in sufficient amount are considered to be the equivalent of force majeure, unless they are of short duration or caused by the organiser.

X Final provisions

1. Only those stipulations in Item I Paragraph 1 and Paragraph 2 respectively apply to the contractual relationship. Divergent or supplementary terms from the exhibitor do not become part of the contract even if the organiser does not specifically object to them. This applies especially to diverging conditions of payment.

2. Should some of the provisions be invalid or incomplete, the validity of the remaining provisions and the contract shall not be affected. In this case, the parties to the contract undertake to replace the invalid provision or to fill the gap with a provision that comes closest to fulfilling the economic purpose being pursued by the parties to this contract.

3. Any amendments to the contract must be in text form. The same shall also apply to any amendment or cancellation of the text-form clause itself.