

Terms and Conditions for Exhibitor Participation at IWA Studio Edition 2021

General Terms and Conditions for Exhibitor Participation at IWA Studio Edition 2021

1. Applicability

The terms and conditions of NürnbergMesse GmbH (hereinafter: NürnbergMesse) are exclusive; terms and conditions of the Exhibitor that conflict with or diverge from those of NürnbergMesse will not be recognized unless NürnbergMesse has expressly consented to them in writing. The present terms and conditions will apply even if NürnbergMesse unconditionally carries out a marketing order in the awareness of conflicts with or differences from the Client's own terms and conditions.

2. Contract documents

The contract between NürnbergMesse and the Client for exhibitor participation comprises the following integral parts, which are listed in their order of priority:

- The order form, including product descriptions
- The Special Terms and Conditions below for online advertising
- These General Terms and Conditions for Exhibitor Participation at IWA Studio Edition 2021

3. Making the contract

Orders will be accepted by NürnbergMesse only if placed in writing on the official order form. The contract will not take effect until NürnbergMesse receives the fully completed and signed order form. Advertising space or placements are allocated after consultation with NürnbergMesse. Furthermore, NürnbergMesse decides on the allocation. There is no entitlement to a specific placement or advertising space. The Client expressly consents to this arrangement. NürnbergMesse may engage outside companies or subcontractors to provide the agreed services. Unless agreed otherwise, the third parties will be engaged on behalf and for the account of NürnbergMesse.

4. Prices, terms of payment

(1) The prices stated in the order form at the time of placement of the order shall apply. Unless agreed otherwise, prices stated by NürnbergMesse are understood to be in euros and do not include the value added tax required by law. Invoices issued by NürnbergMesse are due and payable in full immediately on receipt. NürnbergMesse may also change prices as it reasonably sees fit after the contract is established. In the event of a price increase, the Client may cancel the order within 14 days after receiving notice of the price increase. The foregoing

shall not affect the obligation to pay for services that have already been provided by NürnbergMesse.

5. Late payment

(1) In the event of late payment, NürnbergMesse reserves the right to stop work on an order in progress until payment is received in full, and to require payment in advance for any remaining services.

(2) If NürnbergMesse has objectively justifiable doubts about the Client's solvency, NürnbergMesse shall be entitled, even while a contract is still in effect, to defer any further performance of services until they are paid for in advance and any outstanding invoice amounts are settled, irrespective of any target date originally agreed upon for payment.

6. Deadlines for data

The deadlines for sending data can be found in the applicable order form. The Client is responsible for delivering print material and data in good time. If these are not delivered on time, NürnbergMesse may decline the order for advertising services.

NürnbergMesse will be liable for the timely completion and proper quality of its work only if the Client has duly met its contractual obligations, particularly the obligation to provide print material and data in good time.

7. Responsibility for content

The client is responsible for the content of the advertising or the advertising products and any resulting damage. The Client assumes responsibility for the content and lawfulness of the graphics, text material and products made available for advertising. The Client warrants that the advertising that it has ordered and that is carried out using the data it provides does not infringe third parties' intellectual property rights. The Client must notify NürnbergMesse immediately if it discovers an infringement of third parties' rights, or if it has evidence that such an infringement may have occurred. NürnbergMesse is under no obligation to verify whether the data or other materials supplied by the Client in order to perform the service infringe or may infringe third parties' intellectual property rights. For that reason, NürnbergMesse does not warrant that data not provided by NürnbergMesse itself are free from third-party claims.

8. Right of refusal

NürnbergMesse reserves the right to refuse orders for advertising or to discontinue advertising activities because of their content, origin or technical form, even after the contract has been entered into, on consistent, objectively justified grounds, if

- The content, in NürnbergMesse's conscientious opinion, is against the law or violates regulations established by the authorities
- or
- The content is contrary to public policy or has been the subject of a complaint in a proceeding before the German Advertising Council, or if NürnbergMesse cannot reasonably be expected to publish it.

In making its decision, NürnbergMesse will consider not only the overall content but the general visual appearance of the advertising from the viewpoint of quality and aesthetics. The

Client will be notified promptly of any refusal of an advertising order. In the case of online advertising, the right of refusal will also apply if the advertisement contains a link to websites that fulfill the above conditions for refusal. Any refusal of an advertising order for the above reasons will not affect NürnbergMesse's right to be remunerated for services already provided. NürnbergMesse reserves the right to claim damages.

9. Indemnification

In the event of a breach of the duties incumbent on the Client under Sections 7 and 8 above, the Client must immediately hold NürnbergMesse harmless from any and all third-party claims for damages and make it whole for all harm that may arise from an infringement of intellectual property rights, and must also make advance payments towards expenses if NürnbergMesse so requests. This indemnification obligation in particular also includes an obligation to hold NürnbergMesse harmless against the necessary expenses of a legal defense.

The Client agrees to support NürnbergMesse to the best of its ability with information and documentation in a legal defense against third parties.

10. Liability

(1) NürnbergMesse's liability for the loss of data shall be limited to the typical cost of restoration that would have been incurred if the Client had prepared regular backup copies consistent with the risk.

(2) NürnbergMesse shall be fully liable for damages in accordance with the statutory provisions in the event of intentional or grossly negligent breaches of duty, injury to life, limb and health, in the event of liability under the Product Liability Act, and insofar as NürnbergMesse has assumed a guarantee of quality.

(3) NürnbergMesse shall be liable above and beyond the cases indicated in subsection (2) only in the event of a negligent breach of material contractual obligations. In this case, NürnbergMesse's liability shall be limited to the typical foreseeable loss or damage (thus generally not for consequential damage) and even then only up to a maximum of EUR 100,000.00 per case of damage. The limitation of liability shall only apply to entrepreneurs, legal entities under public law and special funds under public law. Otherwise, liability for simple or average negligence is excluded. This limitation of liability also applies to the conduct of NürnbergMesse's vicarious agents.

(4) "Material contractual obligations" means those obligations that protect the Client's interests that are material to the contract, which the contract is intended to ensure for the Client by virtue of its content and purpose; contractual duties shall also be material if the proper performance of the contract would be impossible without their fulfillment, and if the Client regularly relies and is entitled to rely on that fulfillment.

(5) There can be no further liability.

11. Unforeseen events

If NürnbergMesse is unable to carry out an advertising activity because of force majeure, labor disputes, or other circumstances beyond NürnbergMesse's control, it must promptly notify the Client. In these cases, NürnbergMesse shall

be released from the obligation to fulfill the order and to provide damages. In general, there will be no entitlement to remuneration in these cases; however, NürnbergMesse may bill the Client for work commissioned from NürnbergMesse, in the amount of the incurred expenses, if the results of the work are still of interest to the Client. The contract shall remain in force for the other advertising services ordered. So far as possible, however, NürnbergMesse will make good the advertising activity. If the advertising is made good within a reasonable period of time after the disruption is remedied, the entitlement to compensation shall survive.

12. Cancellation of orders

(1) An order for advertising must be cancelled in writing.

(2) If the Client cancels an order for advertising services, NürnbergMesse shall be entitled to charge a cancellation fee according to the following schedule:

From the conclusion of the contract until the start of IWA Studio Edition 2021, 100 % of the order value of the booked service.

13. Withdrawal and cancellation

(1) If the Client withdraws from a contract with regard to one or more advertising services (cancellation of the order), the contract will remain in force for the remaining advertising services.

(2) If NürnbergMesse has already provided advertising services that it was reasonably entitled to provide at the time of the Client's request to cancel the order, NürnbergMesse's entitlement to compensation for the services already provided shall be unaffected by the Client's withdrawal.

14. Notification of defects

The Client must promptly inspect the services provided by NürnbergMesse and give prompt notice of any defects. In any case, NürnbergMesse must receive notice of obvious defects seven days after the end of display of the advertising.

Notices of defects must be given in writing. Notices of defects must be given in writing. If notice of a defect is given tardily, any warranty entitlements shall entirely lapse. The same shall apply if the defect results from changes that the Client itself has made, or if the Client interferes with NürnbergMesse's ability to determine the defect. Furthermore, the Special Terms and Conditions governing the particular advertising option concerned will apply.

15. Data protection notice

Personal data will be processed by the organizer as the controller within the meaning of data protection law, and where applicable by our service partners, with due regard to the data protection regulations applicable to the support and information provided to customers and interested parties and the performance of the offered services (legal basis: Art. 6 para. 1 letter b EU-GDPR). Personal data will also be forwarded to the service provider Real Life Interaction GmbH entrusted with the technical implementation of the online platform for the IWA Studio Edition 2021, insofar as this is necessary for the implementation of the IWA Studio Edition 2021. Likewise, personal data will also be forwarded to the service provider dataform dialogservices GmbH entrusted with the implementation of the advertising measures, insofar as this is

necessary for the implementation of the advertising measure. Of course, the necessary data protection contracts have been concluded with the aforementioned service providers.

In accordance with the principle of data minimisation and data avoidance, only that data which is absolutely necessary for the aforementioned purposes will be processed. Personal data will of course be treated as confidential and protected as best as possible by means of appropriate security measures. Only authorised persons engaged in providing technical, commercial and customer administration support will have access to your data. Naturally, appropriate job processing agreements have been concluded to the extent legally required.

Personal data will be retained until the contractual relationship with the organizer is terminated and also until the data is no longer needed for other legal reasons (e.g. due to statutory retention periods).

Every Client has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfilment of the legal conditions, information, rectification, erasure or restricted processing, object to the processing or assert his right to data transferability. NürnbergMesse GmbH, Exhibition Centre, 90471 Nuremberg / data@nuernbergmesse.de or its data protection officer (datenschutz@nuernbergmesse.de) will be glad to answer any questions on this subject.

16. Data use for promotional purposes

NürnbergMesse has an interest in cultivating the customer relationship with its exhibitors and providing them with information and offers about its own similar events and services. Therefore, the data transmitted with the submission of the application (company name, address, telephone/fax number and e-mail address) will be processed by NürnbergMesse and where applicable by its service partners to transmit appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GPDR.

Objection to the use of data for purposes of direct promotion can be notified to the organizer at any time; this also applies to profiling if it is directly related to the direct advertising. Once the objection is notified, the data will no longer be processed for this purpose. The objection can be notified without observing formal requirements and without indication of reasons and without incurring separate costs aside from the customary transmission costs at basic rates. The objection should be addressed to NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg, or data@nuernbergmesse.de.

17. Contracts in electronic business

If the Client uses NürnbergMesse for the purpose of placing an advertising order, NürnbergMesse shall merely ensure that the Client can retrieve the General Terms and Conditions upon conclusion of the contract and save them in reproducible form. Further obligations of NürnbergMesse are excluded.

18. Place of performance and jurisdiction

(1) The place of performance and the jurisdiction and venue for all obligations proceeding from the contractual relationship concerning marketing services shall be Nuremberg, if the Client is a merchant (Kaufmann) as defined under German law,

or a public-law legal entity or special fund under public law, or if the Client has no general jurisdiction and venue in Germany. (2) German law and the German text of the relevant terms and conditions shall apply exclusively. The terms of the UN Convention on Contracts for the International Sale of Goods shall not apply.

19. Severability clause

If any provision of these contract terms and conditions, or a provision of other agreements, is or becomes invalid, the validity of all other provisions or agreements, as well as the contractual relationship between the Parties, will be unaffected. In such a case, the Client and NürnbergMesse will replace the invalid provision with a valid one that approximates the economic purpose of the invalid provision as closely as possible.

Special Terms and Conditions for Online Advertising

1. Data delivery

(1) The Client must provide NürnbergMesse with data in the agreed format and conforming to the agreed technical requirements, by electronic means, until 24.02.2021 at the latest.

(2) NürnbergMesse reserves the right to refuse advertising banners, commercials, logo ads or other online advertising options (e.g. exhibitor contribution) that are not recognizable as such because of their design, or to require the Client to modify the advertisements or banners so that they are clearly recognizable as advertising.

(3) NürnbergMesse's obligation to store electronically transmitted data ends three months after the agreed upon end of publication.

(4) The Client must assume any additional costs incurred for changes the Client requests in the nature or presentation of an advertisement or banner after the data are transmitted. The same will apply if changes in the nature and presentation of the advertisement or banner become necessary for legal reasons.

2. Representation and warranty of rights

(1) The Client represents and warrants that it holds all rights needed for a publication of the advertising measures, in particular the advertising spot, logo ads, advertising banner or other online advertising options (e.g. exhibitor contribution), on the Internet.

(2) The Client will transfer to NürnbergMesse all necessary rights of use for the contractually required display of the advertising measures, in particular the advertising spot, logo ads, advertising banner or other online advertising options (e.g. exhibitor contribution), on the NürnbergMesse site.

(3) The Client grants NürnbergMesse the right to record its live presentation formats (e.g. product presentations, advertising spots, etc.) in audiovisual form throughout IWA Studio Edition 2021 and to use the recordings for advertising purposes and make them available to the public (e.g. in the IWA Studio Edition live stream, YouTube channel of NürnbergMesse, social media channels of NürnbergMesse

and e-mailings). The Client assures that media presented in its presentation formats (e.g. images, films, speech, music) are free of third-party rights or may be used on the digital platform free of charge. If copyright-protected third-party content is included, the Client shall secure the necessary evidence proving permission to use it in its live lecture format and present it on request. The Client undertakes to indemnify NürnbergMesse against claims of third parties of any kind whatsoever arising from an infringement of industrial property rights and/or a copyright infringement in its advertising presentation. The indemnification obligation also includes the obligation to fully indemnify NürnbergMesse against legal defence costs (e.g. court costs and lawyers' fees).

3. Warranty

(1) NürnbergMesse warrants a display of the advertising measures during the agreed time in conformity with usual technical standards. This warranty does not apply to minor errors.

(2) In the event that the display is unavailable for a substantial period of time during a fixed booking period, the Client will not be required to pay for the period of unavailability. There can be no further claims.

(3) If the advertising measure is displayed defectively, the Client will be entitled to a reduction of payment or a correct substitute advertisement, but only to the extent that the purpose of the advertisement or banner was frustrated. If the substitute advertisement fails or cannot reasonably be carried out, the Client shall have a right to a reduction of payment as provided by law, or in the event of substantial defects, a right to cancel the order.

(4) If execution of an order fails for reasons that are beyond the control of NürnbergMesse, for example because of force majeure or strikes, requirements of law, or disruptions deriving from the sphere of control of third parties, network operators or service providers, the execution of the order will be made good so far as is possible. NürnbergMesse's entitlement to compensation will remain in effect if the order is made good within an appropriate amount of time that is reasonable for the Client.

(5) Without prejudice to Section 10 in the General Terms and Conditions of Exhibitor Participation in IWA Studio Edition 2021 There can be no further warranty claims. Explicit reference is made to Section 14 of the General Terms of for Exhibitor Participation at the IWA Studio Edition 2021.

The prescription period for all warranty claims will be one year. Beginning with the agreed end of the publication.