

GENERAL TERMS AND CONDITIONS OF EBNER MEDIA GROUP GMBH & CO. KG FOR EXHIBITORS AND SPONSORS

Organizer

Ebner Media Group GmbH & Co. KG • WatchTime Düsseldorf
Ulm office
Karlstrasse 3 • 89073 Ulm
and
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The following "General Terms and Conditions of Ebner Media Group GmbH & Co. KG for Exhibitors and Sponsors" (hereinafter referred to as "General Terms and Conditions") apply to the provision of space or any associated stand equipment by way of rental for the presentation of products or other sponsorship services for commercial purposes and other related additional services between Ebner Media Group GmbH & Co KG, Ulm office, Karlstraße 3, 89073 Ulm and Munich office, Bayerstraße 16a, 80335 Munich (hereinafter referred to as "Ebner Media Group") and you as an exhibitor or sponsor (hereinafter referred to as "Participant" or "Main Exhibitor") in your capacity as an entrepreneur.

"Special Terms and Conditions of Registration/Participation" of Ebner Media Group and other terms and conditions of a third party, e.g. an exhibition center, supplement these General Terms and Conditions (hereinafter all together "GTC"). In this respect, the following order of precedence shall apply: Ebner Media Group's confirmation of registration in conjunction with the information in the registration form; Ebner Media Group's Special Terms and Conditions of Registration/Participation; General Terms and Conditions; terms and conditions of a third party.

1. Registration / Conclusion of Contract

Offers made by Ebner Media Group in response to inquiries are subject to change and non-binding. By sending the fully completed booking form digitally or returning the signed registration form manually, the participant places a binding order for the space and any associated stand equipment for rent and/or additional services. By sending the booking form digitally or returning the offer with signature, the GTC are bindingly accepted. The registration is binding for the participant.

2. Confirmation of Registration, Withdrawal and Non-Participation

2.1. The confirmation of registration by Ebner Media Group constitutes a binding contract for both parties. Until receipt of the registration confirmation, the participant may withdraw from the registration without giving reasons. The Ebner Media Group must be notified of the withdrawal in writing. Ebner Media Group reserves the right to charge a lump sum of €500 for the costs incurred. The confirmation of registration by Ebner Media Group constitutes a binding contract for both parties. If the content of the registration confirmation differs from the content of the registration, the contract shall be concluded in accordance with the registration confirmation. The participant may object within 14 working days if the content of the registration confirmation differs significantly from the content of the registration.

2.2. If the registration is made after the booking deadline of the regular booking phase, the new square meter price is 20% more than the regular square meter price due to increased expenses.

2.3. If the participant is prevented from attending for reasons within his sphere of risk and is unable to make use of the space and/or other desired services as agreed, the participant may withdraw from the contract without giving reasons until the end of the booking phase. Ebner Media Group must be notified of the withdrawal in writing. In any case, a cancellation fee of 50% of the stand fee shall be due. If the withdrawal is submitted to Ebner Media Group between the end of the booking phase and the start of the set-up phase, the participant shall remain obliged to pay 100% of the contractually agreed rent but may sublet the space to another exhibitor. The participant is responsible for finding a suitable subtenant. The Ebner Media Group contact person must be informed immediately of any subletting, including the subtenant's contact details. If the exhibitor fails to appear before the start of the set-up week without prior notice, he shall be obliged to pay 200% of the stand rental fee.

2.4. Notwithstanding this clause 2.3, if the contractually agreed event cannot take place due to unforeseeable force majeure, each contracting party shall bear the costs incurred up to that point.

2.5. Ebner Media Group shall be entitled to withdraw from the contract if the number of participants and sponsors required for the economic realization of the event is not reached, if the main organizer does not hold the event or if there are other reasons beyond the control of Ebner Media Group which make it impossible to hold the event. In this case, the exhibitor (participant) will be notified immediately, and any payments already made will be refunded. Any further claims of the participant shall be excluded unless Ebner Media Group is guilty of intent or gross negligence.

3. Provision of Services by the Ebner Media Group

3.1. After completion of the planning, the participant shall receive more detailed information on the location and the QM number of the space, as well as on the handling and schedule of the sponsoring. The allocation of the space, the location and the determination of the sponsoring schedule shall be at Ebner Media's discretion. The participant shall have no claim to a specific form or placement of the space or to a specific time, even if this is stipulated in the registration or the registration confirmation.

3.2. If space is rented out, Ebner Media Group's services shall include the provision of the agreed space without superstructures, power connection, hardware and software. Further special and additional equipment will be offered by Ebner Media Group for a fee.

3.3. Ebner Media shall be entitled to allocate a stand area deviating from the registration confirmation for good cause, to change the stand size and dimensions, to relocate or close entrances, entrances and exits to the trade fair and the congress and to make structural changes in the exhibition halls without any rights being derived therefrom. If the stand size is reduced as a result, the difference to the booked size will be refunded. This shall not give rise to a claim for damages or withdrawal on the part of the participant.

3.4. If there are pillars, roofing, installation connections or other fixed fixtures in the event space, this shall not lead to a reduction in the rental price or other costs.

3.5. As far as other additional services are booked by the participant, the specific scope of the provision of services according to the information in the registration form as well as the liability shall lie with the respective provider. Ebner Media Group undertakes to arrange the additional services booked with the provider. The Participant agrees that the information of the Participant required for the provision of the additional services will be transmitted to the Provider by Ebner Media Group.

4. Obligations of the Participant with Regard to the Construction and Operation of Stands

4.1. The participant must comply with the regulations under public law, in particular building regulations, and obtain the necessary permits himself. This also applies to the persons working for the participant. These persons must be monitored to ensure compliance with the regulations.

4.2. Any necessary insurance must be taken out by the participant (exhibitor and/or sponsor) himself.

4.3. The installation and operation of electrical equipment, in particular an own WiFi infrastructure (router etc.) with the exception of the participant's exhibits, shall require the prior written consent of Ebner Media Group.

4.4. The presentation of products and services may only take place on the booked stand space. The distribution of products, flyers and other advertising material in the other areas of the exhibition grounds may be booked via sponsoring, otherwise it is not permitted.

4.5. The participant must keep the booked space available in the contractually agreed form for the duration of the event and occupy it at all times during opening hours. Premature vacating of the exhibition stand shall constitute a serious breach which shall oblige the Participant to pay a contractual penalty in accordance with Section 5.1.

4.6. Insofar as the subject matter of the contract is sponsorship services, the sponsor shall be obliged to provide the agreed service in accordance with the contract.

4.7. The Participant may only use the space itself and may not make it available to third parties in whole or in part without the written consent of Ebner Media Group. Sponsorship services must be provided by the participant itself.

4.8. The construction regulations (stand areas & concepts) are described in the document "Service Manual". These must be complied with by the exhibitor.

5. Consequences of Breach of Duty and Contractual Penalty

5.1. In the event of a breach of contract against Section 4.5. for which the Participant is responsible, the Participant undertakes to pay Ebner Media Group a contractual penalty in the amount of 125% of the rent for the day at the agreed floor space price, notwithstanding Ebner Media Group's right to design the stand and the floor space itself or to dispose of it in any other way.

5.2. In the event of a breach of contract against clause 4.7 for which the participant is responsible, the participant undertakes to pay Ebner Media Group a contractual penalty in the amount of 200% of the stand rental fee. To the extent necessary for the event, Ebner Media Group reserves the right to provide the service itself or have it provided by third parties, to arrange the space elsewhere or to dispose of it and to demand reimbursement of the costs incurred as a result.

5.3. In the event of a breach of contract against item 4.8. for which the participant is responsible, the participant undertakes to pay the costs of any necessary modifications in addition to the stand rental fee or to vacate the stand and pay 150% of the stand rental fee. In this case, Ebner Media Group reserves the right to rearrange or dispose of the stand space.

6. Consequences of the Participant's Default in Payment and Performance

6.1. Ebner Media Group shall have the right to terminate the contract without notice and/or refuse performance if the participant is more than 14 days in arrears with a payment in whole or in part, if insolvency proceedings or the opening of judicial or extrajudicial composition proceedings are applied for against the participant or if the participant declares that it will not occupy the stand or will not perform its contractual services. The Participant shall be obliged to inform Ebner Media Group immediately upon becoming aware of the above grounds for termination.

6.2. If Ebner Media Group terminates the contract without notice, Ebner Media Group shall be entitled to claim the invoiced amount as liquidated damages if the booking space cannot be reallocated or another sponsor cannot be found by the end of the booking period. If the reason for termination of the contract without notice and the resulting termination occurs after the end of the booking phase, Ebner Media Group shall be entitled to claim the invoiced amount in full as liquidated damages, irrespective of whether the booking space can be reallocated, used elsewhere or another sponsor can be found.

6.3. The Participant shall be at liberty to prove that Ebner Media Group has not incurred any damage or that the actual damage incurred by Ebner Media Group is lower. Ebner Media Group shall be entitled to prove and claim higher actual damages.

7. Prices, Value Added Tax and Due Date

7.1. All prices quoted are net prices and do not include VAT and pro rata levies for technical services.

7.2. If the space made available deviates by less than 10% from the confirmed space, this shall have no influence on the agreed price, provided that this does not significantly impair the participant's contractual use. In the event of a deviation more than this, the agreed price shall be reduced or increased on the basis of the confirmed area, stand design and other services after appropriate notification.

7.3. The invoice amount is due 14 days after receipt of the invoice, at the latest one week before the start of the event, and from then on is subject to interest at 8 percentage points above the prime rate. All other additional services ordered are due for payment on the third day after the day on which the service booklet or the registration confirmation states that the exhibition ends. If the participant is more than 10 calendar days in arrears with a payment in whole or in part, the entire outstanding invoice amount shall be due for immediate payment without the need for a further reminder or setting of a deadline, notwithstanding the due date of individual partial payments.

7.4. The timely and complete receipt of payment is a prerequisite for the use of the space/the rental object, for the guide entry and for the issue of the participant passes. Ebner Media Group reserves the right to block the stand space or to rent it to another party if the invoice amount has not been credited to Ebner Media Group's account before the start of the event.

8. Co-Exhibitors, Additionally Represented Companies, Joint Stands

8.1. Since the booked stand space is only rented to the participant (main exhibitor), it may not be exchanged, shared or otherwise transferred to third parties without the consent of Ebner Media Group.

8.2. Joint use of the booked space by several companies is permitted if the provisions of the Special Section of the Conditions of Participation permit the participation of co-exhibitors and/or additionally represented companies and these have been registered in advance as co-exhibitors or sub-exhibitors in accordance with the regulations. This also applies to companies exhibiting with their own products, even if none of their own staff are represented, i.e. group companies and subsidiaries are also deemed to be co-exhibitors.

8.3. If several companies share a stand area (joint stand), the main exhibitor is obliged to register the other companies as co-exhibitors or sub-exhibitors using the registration form. At least 4 QM must be booked per company. The main exhibitor remains the sole contractual partner of Ebner Media Group and must ensure that the other companies comply with the GTC. He shall be liable for the fault of co-exhibitors or sub-exhibitors as for his own fault.

8.4. If the participant brings a co-exhibitor/sub-exhibitor to the rented space without prior knowledge of Ebner Media Group and without written notification, Ebner Media Group shall be entitled to terminate the contract without notice and, if necessary, even to vacate the rented space. In this case, the participant shall have no claims for damages or other claims against Ebner Media Group. Furthermore, Ebner Media Group may demand a contractual penalty in the amount of the registration costs for co-exhibitors/sub-exhibitors with a surcharge of 50%.

8.5. If a company registered as a co-exhibitor or sub-exhibitor does not participate, the co-exhibitor fee shall nevertheless be due for payment in full. Co-exhibitors may only become co-exhibitors if they are/were not already exhibitors (main exhibitors) at the event.

9. Condition and Use of the Space/Equipment and Limitations of Liability

9.1. Ebner Media Group shall always hand over the exhibition space (including any associated stand equipment) in perfect and clean condition. The associated stand equipment shall be returned to Ebner Media Group as received at the end of the exhibition. The participant must notify Ebner Media Group of any damage to the exhibition space or the associated stand equipment without delay, but at the latest upon return. Damage for which the participant is responsible will be repaired at the participant's expense.

9.2. The participant must check the location of the stand area, the condition of the stand and any associated stand equipment and all other additional services without delay, in any case before the start of the event, and report any defects in writing without delay, otherwise any claims for defects shall lapse. Claims by the participant for reimbursement of expenses or permission to remove equipment shall expire 6 months after the day on which the exhibition is deemed to have ended in accordance with the information in the service booklet or the registration confirmation.

9.3. Ebner Media Group and its vicarious agents shall not assume any duty of care for the stands, fixtures or other items brought in by the participant.

9.4. Ebner Media Group and its vicarious agents shall only be liable for intent and gross negligence. Ebner Media Group shall also be liable for damages resulting from injury to life, body or health in the event of a negligent breach of duty. Ebner Media Group and its vicarious agents shall only be liable for property damage and financial loss caused by slight negligence, including loss of profit, in the event of a breach of a material contractual obligation, but limited to the amount of damage foreseeable at the time of conclusion of the contract and typical for the contract; material contractual obligations are those whose fulfillment characterizes the contract and on whose fulfillment the participant may rely.

9.5. Ebner Media shall not be liable for damages caused by participants, stand constructors who are not vicarious agents of Ebner Media Group, visitors or other third parties. In the event of damage, Ebner Media Group shall assign any claims against the damaging party/participant.

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10. Miscellaneous

10.1. German law shall apply. The place of jurisdiction and place of performance is Ulm. Should one or more provisions of these conditions of participation or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements. Invalid or missing clauses are to be replaced by valid clauses that come closest to the intended purpose.

10.2. WatchTime Germany events are not sales events.

Date: Jan. 1st, 2024