

Congress Partner GmbH / MCI-Berlin Office

General Terms and Conditions for Exhibitions and Industry Presentations

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1. Registration / Contract

1.1 Registration

Registration for an exhibit booth or other forms of Industrial presentations (i.e. Symposium, Workshop, Course or likewise) requires the respective written format. The registration form must be filled in diligently and duly signed to be legally valid and acceptable. The registration is an irrevocable and legally binding instrument, obligating the applicant from beginning to end of the exhibit.

1.2 Supplementary or Exceptional Provisions

With the signature, the applicant accepts and recognizes the General Terms and Conditions as well as any supplementary provisions and is obligated to commit any and all persons in his employ at the venue to abide by said terms.

1.3 Confirmation of Participation / Invoicing

The written confirmation and subsequent invoicing by Congress Partner GmbH / MCI- Berlin Office constitutes the sole document of acceptance and admittance to the exhibit and is issued exclusively to the applicant, under the specific terms stated herein.

1.4 Contract

The contract becomes effective with the deliverance of the confirmation and subsequent invoice by Congress Partner GmbH / MCI-Berlin Office to the respective applicant. Deviations and/or supplementary terms and provisions require the written confirmation by Congress Partner GmbH / MCI-Berlin Office to become legally binding.

1.5 Contract Components

Mandatory contract components are

- a) the Registration Form
- b) the General Terms and Conditions
- c) the Supplementary or Exceptional Provisions

In the event of discrepancies the above referenced provisions pertain.

1.6 Limitations

Congress Partner GmbH / MCI-Berlin Office reserves the right to refuse participation to a single applicant for reasons of practicality, for example if the available exhibition space proves insufficient or may limit participation to certain representative business groups deemed imperative to the achievement of the intended purpose of the exhibit. The same provisions pertain to exhibition objects or forms of presentation, likewise for symposia, workshops and courses, determined in advance not to be directly related in context to the objective and purpose of the entire event. Congress Partner GmbH / MCI-Berlin Office has the right to reject and refuse presentation material and/or methods, found unsuitable or undesirable to the event or to be harmful, disturbing or intolerable to the visitors of the exhibit, even after admittance, at the responsibility and cost of the exhibitor or presenting agency, and may, if warranted, order the removal or temporary storage of unauthorized exponents or forms of presentation. In the afore mentioned eventualities, the affected parties forgo all rights to any type of claim against

Congress Partner GmbH / MCI-Berlin Office.

2. Exhibit Sharing / Booth Sharing

For reasons of liability it is **not** possible for two or more companies to share the same booth. All responsible personnel representing a firm or business at the booth must be employed or commissioned by a single company.

3. Allocation of exhibition space and presentation locations

3.1 Principal

Stand positions can not be chosen by the exhibitor. Congress Partner GmbH / MCI-Berlin Office allocates space as well as presentation locations primarily under consideration of the date, the application form was received, the subject and intend of the respective event, and according to availability of exhibition space and locations. Special request will be given due consideration in line with these criteria, however, without giving any guarantees for realization.

3.2 Changes in dimension or location

Congress Partner GmbH / MCI-Berlin Office reserves the explicit right to change locations or dimensions of display space on short notice, even after initial confirmation, if necessary in order to achieve the event target. Neither restitution nor claims of any kind are applicable.

3.3 Exchange, Subletting

The rights and responsibilities extended to a company by virtue of the confirmation and invoice documentation are absolutely non-transferable and do not permit, even in part, any kind of subletting, exchange and sharing of space or locations to third parties.

3.4 Organization - Exhibition

Realization of the booth design must not deviate in any way with the originally submitted and accepted plans and layouts. The respective minimum and maximum standards for booth construction are determined in the General Terms and conditions governing participation. Any deviations, however minimal are only permissible after prior consultation and written consent by Congress Partner GmbH / MCI-Berlin Office. Booth construction must always be self supporting and may not be attached to wall, pillars or floors.

3.5 Organization – Presentation location (Symposia, Workshop, Courses etc.)

The usage of allocated space and/or presentation locations is only possible within the framework and to the extend agreed upon in advance with the organizer.

3.6 Organization in general

Only 100% soluble adhesives may be used to secure temporary flooring / carpeting to pillars, walls and ledges, which are part of the allocated display area or conference rooms used as such. The attachment of advertising materials, posters and any kind of directional signs, as well as gluing, painting, and wallpapering of building parts, ceilings, walls, pillars, floors or other integral parts of the display area is strictly forbidden. Built-ins and/or changes to existing conditions, furnishings or inventory warrant the explicit advanced written consent of Congress Partner GmbH / MCI-Berlin Office.

Any cost arising from such changes and the reversing of same after the event are the responsibility of the exhibitor. Reconstruction and renovation works of any kind may only be initiated on order of Congress Partner GmbH / MCI-Berlin Office and its subagents.

Fire alarms, sprinkler systems, hydrants, electrical distributors, telephone jacks and hook-ups, emergency lighting, entrances and emergency exits must be left unobstructed and accessible. They may neither be removed nor obstructed, covered up or taken down.

The use of open fire and light, i.e. kerosene, heating oil, natural gas etc. for cooking, heating and fuelling purposes, the use of heating rods, as well as the hook-up of portable heaters and cooking units which are not equipped with thermal overheating protection is strictly forbidden. The use of bottled gas usually warrants a special permit. The guidelines of the main ordinance (Hauptverband der gewerblichen Berufsgenossenschaften e.V.) for bottled gas usage and the Central Administration for accident prevention are the governing bodies for directives on this issue. It is the exhibitor's own responsibility to gather all respective approvals.

Any procedures deemed potentially dangerous require scrutiny and permission by the applicable agency and should be applied for in advance from the responsible rental agency for the exhibit location.

The usage of laser equipment generally warrants the advanced co-ordination and permission of Congress Partner / MCI-Berlin Office. Additionally, a permit of the responsible county administration for the protection of worksites (Landesamt für Arbeitsschutz [Lafa]) and a site inspection by a licensed inspector must be secured at the exhibitors own cost.

Technical inventory and supplies at the exhibit venue may only be operated by authorized and qualified personnel. The exhibitor is held liable for all infractions and/or damages caused by himself, his employees as well as third parties employed by him as assistance and helpers at the venue.

Additional or supplementary provisions and services, changes and last-minute requests, not explicitly mentioned in the registration forms, always require the written consent of Congress Partner GmbH / MCI-Berlin Office. It is the responsibility of the exhibitor to notify Congress Partner GmbH / MCI-Berlin Office well in advance of any such changes or additions and the extend of possible works required and secure the necessary permits to effect these.

Congress Partner GmbH / MCI-Berlin Office is not responsible for surveying deadlines or securing legal assistance of any kind.

4. Exponents-, Presentation materials

4.1 Removal, Exchange

The admissible exponents and/or presentation materials may only be removed from the exhibition site with mutual consent. An exchange may only be effected with the explicit permission by Congress Partner GmbH / MCI-Berlin Office and only one hour before begin and one hour after the daily operating hours.

4.2 Direct Sales

Any direct and onsite sales of goods is only permissible with prior written authorization. Once this permission has been granted, all exponents designated for sale must be clearly marked and priced. Exhibitors and presenting companies must adhere to the guidelines provided by the commercial and health authorities and are responsible for the securing of eventual permits if warranted.

4.3 Commercial Legal Coverage

Exhibitors and presenting agency are responsible for necessary legal protection and copyrights. A six-month protection / warranty for samples (usage- or taste samples) and product warranties from the beginning of an event is only necessary, if the Chief Justice has posted a respective notice in the National Legal Publication.

5. Payment Requirements

5.1 Payment Responsibility

The exhibitor or the presenting company is responsible for timely payment of all applied and approved services at the established tariffs to Congress Partner GmbH / MCI-Berlin Office. This also pertains to services by third parties which have been advanced by Congress Partner GmbH / MCI-Berlin Office within the contractual framework and on behalf of the exhibitor or presenting agency. All prices are net and require the addition of the applicable legal VAT.

TAX LAW REQUIREMENTS

According to German Tax Law, Germany is the place of taxation fulfilment for all meetings and exhibitions taking place in Germany. This implies that also **foreign companies** and agencies have to pay German VAT as indicted on our invoices. Foreign companies, based outside Germany, may easily apply for VAT refund with **Meridian Vat Reclaim (www.meridianvat.com)**.

Congress Partner GmbH / MCI-Berlin Office:

Tax-ID Nr.: 7156003764

VAT ID.-Nr. DE 114406202

5.2 Due Date – Maturity

Instalments or rest payments reflected on the application and confirmation / invoice, are due in full and without deduction on the applicable date, and payable either directly to Congress Partner or to a specific account installed by Congress Partner GmbH for this purpose, always reflecting the invoice number for cross-reference.

Any and all supplementary provisions and services, especially if granted on site, will be invoiced immediately after conclusion of the event, having been double checked for their validity and contents, and become due immediately without delay. In the event of delays or non-payment, Congress Partner GmbH is authorized to levy penalties, not exceeding 8% of the basic tariff charged by the European Central Bank, insofar that it is proven that the exhibitor or presenting agency is not an end user in the legal sense. The later calls for a penalty of 5% of the base tariff of the European Central Bank.

5.3 Surrender, Set-Off

The surrender of claims is not admissible. The set-off of claims is only possible upon presentation of uncontested and legally founded counter claims.

5.4 Appeals

Appeals can only be considered by Congress Partner GmbH / MCI-Berlin Office, if submitted in writing within 14 days of the initial date of invoice.

5.5 Liens

Congress Partner GmbH / MCI-Berlin Office reserves the right, if warranted, to make use of the right to lien as security and sell the impounded goods or objects, and after giving due notice of its intention. Limited liability for impounded goods or objects is only accepted by Congress Partner GmbH / MCI-Berlin Office in the event of intent or gross negligence.

6. Liability Insurance, Security

6.1 Liability of Congress Partner GmbH /MCI-Berlin Office

Congress Partner has secured insurance coverage for personal- and object damage. The entire exhibition venue, including conference rooms, is secured and guarded day and night, however; this security measure excludes the surveillance of individual booth or exponents. The liability coverage for general night surveillance / lock-up carried by Congress Partner does not curtail coverage. Congress Partner is only liable for damages resulting from mal-intend or gross negligence. A separate fire protection watch will be furnished, if specified by local provisions.

Claims must be submitted to Congress Partner immediately. They become invalid if not recognized by Congress Partner or if not submitted within 6 months from the termination of the event. Congress Partner refuses liability for damages resulting from differentials in services rendered or reasons beyond

their control, for example if the power supply could not be guaranteed by the local Public Utilities. Congress Partner is not liable for loss, theft or damage to exponents or presentation objects and personal belongings imported during the event or damaged during transport. Follow-up damage claims for lost profits, replacements and such are unacceptable.

6.2 Exhibitor Responsibilities

The rented display space and/or rooms are to be treated with care by the presenting agency (exhibitor) before, during and after the respective event. The same pertains to any objects and props rented by Congress Partner explicitly for the event. Exhibitors and/or presenting agencies are held liable for all damages to persons or objects, caused by the exhibitor, his/her employees and any third parties in his temporary employ, his/her vehicles or his/her visitors at the venue location, to the inventory of same or to loading ramps or designated parking areas. Display booth and presentation rooms are to be adequately staffed and guarded during the assembly phase, the exhibition itself and the disassembly period. Any additional or personal objects are to be safeguarded, as they are not covered under the effective insurance policy.

It is strongly recommended to obtain additional insurance to safeguard for any eventualities like damage to persons, objects or theft. It is advisable to make use of the specialised services provided by the organizer for extra night watches for individual booths or exponents.

7. Contract Cancellation Clause

7.1 Cancellation by the exhibitor or presenting agency

Companies that have applied for exhibition space or presentation rooms and received confirmation for these from Congress Partner GmbH / MCI-Berlin Office can not be released from the contract. If the applicant must insist on release and Congress Partner GmbH / MCI-Berlin Office grants an exceptional release, the following cancellation fees will apply and are payable to Congress Partner GmbH / MCI-Berlin Office without delay, to cover any damage arising from the cancellation:

- 10% of invoice amount – for cancellations up to 16 weeks prior to the exhibition / meeting
- 25% of invoice amount – for cancellations thereafter and up to 13 weeks prior to the exhibition / meeting
- 50% of invoice amount – for cancellation thereafter and up to 10 weeks prior to the exhibition / meeting
- 100% of invoice amount - for cancellations thereafter.

All cancellation fees will be invoiced plus VAT of currently 19%.

The obligation for payment exists, if the company having registered for exhibition space or other forms of presentation, will not prove, that no damage or a damage less than the cancellation fees has been caused.

In case of cancellation of parts of the services registered for, cancellation fees as mentioned above will be invoiced for the cancelled services.

7.2 Cancellation by Congress Partner / MCI-Berlin Office

Congress Partner GmbH / MCI-Berlin Office has the right to cancel an applicant,

a) if said applicant becomes delinquent in payment according to the contractual terms and conditions;

b) in case of No Show or disregard of the assembly specifications, if the assembly of the booth or stand does not occur within the contractually agreed timeframe, or if the display booth/stand is not occupied in time, i.e. at least two hours before the official opening of the event

c) if infractions against the house rules are noticed.

In case of grave infractions against the house rules by the exhibitor and/or presenting agency and if these are not remedied after repeated warnings.

d) Reasons resulting from the person or persons representing the exhibitor or presenting agency, if the prerequisites for granting admission / confirmation are not known to the person/persons representing the exhibitor or presenting agency or if Congress Partner GmbH / MCI-Berlin Office becomes aware of reasons in retrospect, which would have precluded admission. This pertains in particular for the revelation of bankruptcy or insolvency by the exhibitor or presenting agency. The exhibitor or presenting agency is obligated to notify Congress Partner / MCI-Berlin Office without hesitation of any occurrences of that nature. The confirmation and admission can be revoked without obligation in such cases and the display space and presentation modus may be disposed of in a different manner.

No restitution or reimbursements are applicable in the afore referenced cases. The exhibitor and/or presenting agency is held liable for any damages or losses incurred as a result of their cancellation, in accordance with para. 7.1, if the space or rooms can not be rented again. As security for eventual claims, including future claims, Congress Partner GmbH / MCI-Berlin Office can make use of their right to demand a security deposit. Congress Partner GmbH / MCI-Berlin Office can not be held liable for damage of retained goods or objects. The exhibitor or presenting agency is obligated to disclose any information in regard to ownership of the exponents at any time.

8. Reasons beyond control / Acts-of-God

The event may be moved to a different date, cancelled altogether or the time frame changed as a result of incidents beyond anyone's control or extenuating circumstances out of the control of Congress Partner GmbH / MCI-Berlin Office. The application remains binding in the event of a time change or extensions. Upon presentation of a written petition the application may be revoked and the applicant released from his/her obligations by Congress Partner GmbH / MCI-Berlin Office. However, even with the explicit consent of Congress Partner GmbH / MCI-Berlin Office and if the rented space and/or presentation rooms can be sublet without further damage, 25% of the originally invoiced amount are retained as compensation. This pertains also for the eventuality that the event had to be cancelled for reasons beyond anyone's control or Acts-of-God. The applicant has no right to regress if the event has been moved to a different date, a different time frame or cancelled entirely – regardless of the reasons.

9. Video clips and Soundtracks

Video or sound recordings of the display area, portions thereof or presentations are only permitted during regular operating hours of the exhibit and if it can be established that these will not present a hazard to visitors, with the consent of the exhibitor and/or presenting agency.

10. Advertising

Exhibitors and/or presenting agencies are only allowed to advertise within the confines of their rented space. Non-participants or third parties are prohibited from advertising in the exhibit halls or presentation rooms, as well as the entrance or exit areas. Unsuitable solicitation or advertisement which does not conform to the framework of the event must be avoided! Company CI or logos in neon lights- or flashing lights is only acceptable with the prior written consent by Congress Partner GmbH / MCI-Berlin Office. Optical, moveable and sound advertising materials are only tolerated if they do not constitute any aggravation to visitors, exhibitors and/or presenting agencies alike. Movie (celluloid film) presentations according to regulation (§123 VstättVo) are forbidden.

Congress Partner GmbH / MCI-Berlin Office is authorized to confiscate, prevent or remove any advertising means or materials, which are in violation to the afore mentioned stipulations, without the aid of legal instruments, prior warning and no responsibility for eventual damages. Any resulting cost becomes the responsibility of the exhibitor and/or presenting agency.

11. Organizational and General Notices

11.1 House Rights and the adherence to Safety Regulations enforced by the police authorities

The exclusive House Rights are held by the owner of the rented exhibition facilities and pertain to all locations. She is authorized to exercise control of the display areas and presentation methods as well as the enforcement of security measures and the adherence to rules and regulations, in the best interest of a successful event. Submission of a signed application commits the exhibitors and/or presenting agencies and their trustees to adherence of the afore referenced rules and regulations governing the event, as well as the strict adherence to all security measures and government regulations, the technical safety standards, enforced by the owner of the exhibition halls as well as Congress Partner GmbH / MCI-Berlin Office. It is strictly forbidden to overnight in campers parked within the confines of the exhibition grounds.

11.2 Pets and animals

Pets or animals are not permitted at the venue.

11.3 GEMA Fees, Künstlersozialversicherung (social security for artists)

The exhibitor and/or presenting company is solely responsible for payment of any artist salaries, social security and performance fees (GEMA) for all services or presentations hired or ordered and releases Congress Partner from any responsibility against possible claims of third parties.

11.4 Operating Hours / Schedule adherence

The exhibitor is responsible to the staffing and must insure the cleanliness of the rented display area during opening hours. The exhibitor is further responsible to assure adequate staffing of the presentation locations during the set-up and dismantling phases and to vacate these timely and in clean condition. All exhibitors and their employees and trustees are obligated to vacate the premises and remove all vehicles from the designated parking areas within 1 hr of closing time.

11.5 Dismantling phase / Termination of the event

After the official closing of the scheduled event, the exhibitor and/or presenting agency is responsible for the timely dismantling of the display area and within the contractually designated time frame.

Ongoing presentations or events are to be terminated and any presentation materials and props must be removed from the rooms within the designated time frame.

Rentals are to be returned before the deadline to the respective rental agency. If the dismantling of the display booth or the presentation materials as well as the imported objects by the exhibitor and/or presenting agency are not effected on schedule, Congress Partner GmbH / MCI-Berlin Office is then authorized, after giving due notice, to order removal of any such objects at the cost and responsibility of the exhibitor and/or presenting agency. Should a presentation run overtime, Congress Partner GmbH / MCI-Berlin Office has the right to close or halt the presentation in order to re-use the facilities and/or bill the presenting agency for the overtime.

11.6 Forgotten or unclaimed materials

Exponents and/or presentation materials which remain unclaimed after the deadline specified in the special attachment to the General Terms and Conditions, will be removed or stored, whichever pertains to the particular nature of the goods, at the cost of the responsible company or agency. Transportation or storage cost for unclaimed or left behind materials are the responsibility of the exhibiting or presenting agency or business.

11.7 Miscellaneous

Congress Partner GmbH / MCI-Berlin Office reserves the right to effect any changes deemed necessary to insure the overall success of the event.

11.8 Federal Data Protection and Privacy Act

The exhibitor or sponsor agrees that, for organizational purposes of the meeting, the data given in the application form may be used, processed and published (e.g. within the list /

documentation of exhibitors and sponsors). All personal and private data of Congress Partner GmbH / MCI-Berlin Office business partners are processed and saved under strict adherence to § 23-25 BDSG within the framework of the contractual objectives.

11.9 Final Clause

Place of fulfilment is the city the meeting / exhibition takes place. Exclusive Court of Jurisdiction for all disputes arising out of the contract or these general conditions is the Court of Berlin, Germany.