

EXHIBITION REGULATIONS – STATE 3/2023

1. The Organizer of the Exposition is:

motion events GmbH
Sonnemannstraße 5
60314 Frankfurt am Main
Tel. +49 69 3700468-0
www.frankfurt-marathon.com

The event will be held on the grounds of Messe Frankfurt Venue GmbH.

2. Registration

- (1) The request for permission to participate in the event as an exhibitor should be made by completing and sending the essential completed application form. The application should be legally signed by the applicant and received by motion events.
- (2) Motion events shall not be liable for the consequences or damages directly or indirectly ensuring from incorrect, misleading, inaccurate or incomplete information contained in the registration form or due to any other information from the exhibitor. Motion events reserves the right to reject registration forms which have been left incomplete in any way as well as those which have been delivered after the registration deadline.
- (3) The confirmation of the receipt of the registration form cannot be considered as stand confirmation as specified under the terms of Section 5.
- (4) The withdrawal of registration, even prior to receipt of stand confirmation, always requires the prior consent of motion events regardless of the registration date.

3. Conditions of Entry

- (1) Companies whose exhibits correspond to the product groups of the event will be accepted as exhibitors at the event. Other companies will be admitted by motion events to exhibit in the event, provided that the products to be exhibited constitute an inherent supplementation of the scope of products on show (see registration form).
- (2) The exhibitor or applicant has to commit to provide motion events with all necessary information about their company and the products to be exhibited. Should the items to be offered by the exhibitor fail to conform to the information supplied, motion events has the right to exclude the exhibitor immediately from participation.
- (3) Motion events has the right to decide upon acceptance of exhibitors at its due discretion. Motion events is entitled to reject applications for acceptance, basing its decision on the space capacities available for the event and on the target structure of the event as determined by motion events. The exhibitor may not deduce any rights from participation at previous events.
- (4) Participants sharing a stand can also be permitted to take part in the events. Participants sharing a stand are exhibitors with their own staff and offering their own products.
- (5) Motion events is to decide in particular the allocation of exhibition stands according to industry and product groups, as well as evaluation. It will not be restricted by what was carried out at previous events.
- (6) Motion events has the right, if required by certain circumstances, to reduce the floor space of an exhibitor, change their position, or carry out an alternate entry of exhibitors.
- (7) Motion events is entitled at any time to exclude from the exhibition and any display, exhibition items which in its judgement do not conform to the targets it has set for the event.

4. Construction of Stands

- (1) The construction of stands should proceed in accordance with the technical requirements of the exhibition. Any request for a particular site or size – independent from what may have been made as a suggestion on the delivered application form – will not be recognised.
- (2) Pillars and beams necessary for the stand are to be kept within the stand's floor space and no reduction is permitted.
- (3) The construction of the stand can take into account the homogeneity of the items to be exhibited; motion events has the right to say in which area the exhibitor is to be included. Motion events may also offer the exhibitor stands of other dimensions for their selection.
- (4) Variations in stand construction or changes following a successful confirmation do not provide grounds – other than in the case of willful intent and gross negligence – for cancellation rights or claims for compensation by the exhibitor towards motion events.
- (5) If a two-storey construction is planned, an additional fee of 50% of the stand rental price will be charged for every super-structured m².

5. Confirmation of Participation

- (1) Permission will be granted with the E-Mail confirmation for the participation, including information regarding the stand provided (stand confirmation). The participant contract between exhibitor and motion events will be legally binding.
- (2) The confirmation of participation is only valid for the applicant exhibitor and their colleagues. Further it is not permitted to assign the confirmed stand – fully or partially – neither if done free of charge – to a third party or to allow other companies to exhibit on this stand. A switch from one stand to another will only be permitted after a written permission given by motion events.
- (3) Confirmation of participation only applies to the products listed in the application form and approved by motion events. Should the exhibitor wish to change its exhibition program, he is obliged to present the new products or those to be dropped in time before the event starts for approval by motion events so that the required checks and administration can be conducted. Should the exhibitor change its range of items or valuation without the permission of motion events in respect of what was given in their application, motion events has the right to withdraw from the agreed participant contract without meeting deadlines; motion events will not be liable to any claims for compensation from the exhibitor.
- (4) In the event of an insolvency process or bankruptcy on the part of the exhibitor during the contractual relationship, the exhibitor is obliged to inform motion events immediately.
- (5) Motion events has the right to cancel the agreed participant contract in writing to the last known address of the exhibitor without a statutory period of notice and without prejudice to the further liability of the full rental fee for the stand if:
 - a) In the event of insolvency in process or about to be undertaken or if the exhibitor has suspended payment or
 - b) The stand rental has either been paid not at all, or only partially according to the agreed deadline for payment. Three days after the delivery of the registered mail, motion events is entitled to dispose of the cancelled exhibition floor space otherwise. Exclusion from future events may be imposed; the exhibitor has no right to bring a compensation claim against motion events.

6. Conditions of Payment

- (1) In return for the right to participate in the event and to use the exhibition space, the exhibitor has to pay a compensation (stand rent) to motion events in respect of the size of the booked floor space. The rental includes construction and dismantling of the stand. Motion events reserves the right to make changes to the construction and dismantling schedule at short notice, there is no entitlement to a reduction in the stand rental in this instance.
- (2) The exhibitor will receive an invoice for stand rental and other ancillary services. The invoice amount is to be paid as indicated by the dates on the invoice and before the start of the event. Payment is to be made on time, so that motion events is able to dispose of in its account the corresponding value of the payment by the date indicated. Circumstances of payment and statutory requirements in respect of the exhibitor's registered office should be sufficiently taken into account that motion events receives payment in full and on time.
- (3) Stand confirmation is subject to full settlement of all outstanding and payable claims of motion events against the exhibitor. Stand confirmation issued despite outstanding and payable claims is subject to the condition that such outstanding accounts be settled immediately on receipt of stand confirmation. If the outstanding claims are not settled immediately, motion events is entitled to withdraw from the contract of participation at any time and to make other use of the exhibition area in question.
- (4) If the exhibitor has requested and received a floor space bigger than originally planned after the due date for payment, an additional amount will be added and is liable for payment immediately.
- (5) Costs for stands in total, supply of utilities and other services ordered by the exhibitor from motion events, will be set out separately in the invoice. Motion events has the right to choose whether to calculate the amount according to usage or the appropriate flat rate in advance. Additional costs are to be paid immediately upon receipt of the invoice.
- (6) Objections to invoices must be made in writing within a period of 14 days following receipt of the invoice. The invoiced sum may not be offset against non-recognized claims against motion events.
- (7) All amounts should be paid in Euros to the given bank account of motion events. Incoming payments – after paying off the amount due from previous events – will be credited to payment of stand rental.

(8) In the event of late payment, motion events has the right to impose interest at the standard bank rate interest. The rights as set out in Paragraph 5 (5) and 6 (9) remain unaffected.

(9) Motion events has a lien on the stand equipment and goods of the exhibitor for any debts which have not been met. § 562a Sentence 2 BGB (German Civil Code) does not apply. Motion events has the right, should the debt not be paid within the designated period, to have the goods in lien auctioned after giving written notice of one month or, in so far as they have an exchange or market value, to sell them in the open market. Motion events is not to be held liable for any damage or loss to the goods held in lien.

7. Event schedules

- (1) The duration of the event is specified in the registration form.
- (2) The days available to the exhibitor for the construction and dismantling of the stand are set out, both before and after the event. Construction and dismantling outside of this period are only permitted in exceptional cases and only after motion events has granted written permission upon receipt of payment.

8. Use of Stand

- (1) The exhibitor is required to use the stand during the opening times published by the organizer as set out in the contract and to ensure that the stand is sufficiently staffed (acceptance of liability). Each exhibitor is required to have the name and site of his company according to the participant confirmation displayed on their stand.
- (2) Should the registered and accepted exhibitor, for whatever reason, not participate in the event, motion events is entitled to allocate the stand to another use. That also applies if the allocated stand has not been staffed by the commencement of the event or if by the end of the event it has not been cleared in whole or in part, or if it is not staffed and if the products registered and accepted are not exhibited. The exhibitor under contract is liable in every case for the stand rental in full. Exclusion from future events may be imposed; the exhibitor has no basis for a claim for compensation.
- (3) The exhibitor has the right, after successful confirmation of their application by motion events, to withdraw from the contract within eight days, free of charge. If, in exceptional circumstances, motion events accepts a cancellation after this period:
 - a) Should a cancellation be made by as much as 6 weeks in advance, 25% of the net stand rental in addition to VAT is to be paid.
 - b) Should a cancellation be made within less than 6 weeks before the start of the event, motion events reserves the right to charge the full net stand rental in addition to VAT. If the floor space can't be relet, additional services will be charged (decoration costs).
- (4) Motion events has the right to check if the exhibitor makes appropriate use of the allocated stand in respect of the stand size and items on display as well as criteria for access. Any contravention will entitle motion events to exclude the exhibitor from future events. Giving the stand to other companies or representatives as well as exhibiting non-approved product groups will entitle motion events to cancel the contract of the exhibitor immediately and to clear the exhibition stand at the exhibitor's cost. Neither the exhibitor nor other companies will have any basis for a compensation claim.

9. Exhibits

- (1) During the duration of the event the stand must be furnished with exhibits as registered and approved.
- (2) The manufacture of articles on the exhibition stand is only to be done with the special permission of motion events. For the presentation of machinery, equipment, facilities, instruments etc. please refer to the regulations concerning the setting up and use of machines and equipment and the special regulations in particular cases (See technical information).
- (3) The exhibitor confirms, by approving the General terms and Conditions, that the products which are exhibited are its own creation, i.e., that in no way could such products be copies or imitations of wares from other exhibitors or any other third party, copied without permission. In this respect, should such a copyright contravention be brought to the exhibitors attention through official channels during his/her participation in the event, the exhibitor hereby agrees to withdraw the item concerned from his/her stand. The exhibitor recognizes that motion events GmbH is within its rights in case of such a contravention of the aforementioned regulations to exclude the exhibitor from further participation at current or future events. A refund of the stand rental will not be made.

EXHIBITION REGULATIONS – STATE 3/2023

10. Sales Activity

- (1) The event is an exhibition for consumers, cash sales on the exhibition stand are entirely permissible.
- (2) It is permitted to display price labels on exhibits as well as in the exhibition catalogue and other advertising displays.
- (3) Cash sales of food and drink are not permitted at the event itself are not permitted.
- (4) motion events has the right to carry out all required checks, including those on persons and baggage, within the exhibition area as well as exits.

11. Advertising

- (1) The inside area of the stand may be used by the exhibitor for advertising his own exhibits only.
- (2) motion events may issue regulations relating to the design of the outer stand areas, taking account of the overall impression to be made by the exhibition.
- (3) Carrying out promotional activities away from the stand is not permitted, either on or in front of the exhibition grounds, including persons employed as advertising boards as well as distributing or presenting of advertising material in any shape or form, such as, for example, leaflets, posters, stickers etc, in the aisles on the exhibition area, in the direct vicinity of the exhibition area, as well as car parks attached to the exhibition area. Also not permitted are surveys, tests, competitions, sweepstakes and prize draws away from the stand, excepting activities conducted by motion events.
- (4) The following forms of advertising are not permitted within the stand which:
 - violate specialist rights and administrative regulations, technical rules or propriety
 - contain a political message
 - disturb other exhibitors, e.g. by aural or visual discomfort (flickering lights, newscaster formats, loudspeakers etc.) or which would create dust or dirt on the floor surface
 - disturb the flow of visitors; in particular creating blockages in the aisles and thereby having an effect on the smooth running of the event
 - surround stands with flags, pennants, banners and other objects
 - exhibit caged live animals for public display
 - hostile advertising as well as anything which contains references to suppliers, customers and other companies
 - contain publicity for other exhibitions venues and exhibitions which are considered rival organizations
 - violate requirements and regulations, in particular fire regulations
- (5) Only approved safety materials and VDE (Association of Electrical, Electronic and Information Technologies) approved implements can be used for demonstration purposes. The local fire officers will check on how these regulations are being kept during the event inspection. The exhibitor must have written permission from the fire officers to present during the stand inspection.
- (6) Use of event logos and trademarks of the event require written permission from motion events.
- (7) Distribution of press material is to be done exclusively through motion events. Documents with a suitable number of copies should be delivered to motion events on time. Distribution of press material by the exhibitor is only permitted at their own press conferences and within their stand.
- (8) The use of video monitors or monitor walls is permitted provided the distance from the aisles is at least two meters and this space can be freely used by viewers and does not disturb or cause a hindrance to other visitors.
- (9) Permission for musical performances and use of sound and vision screens of all kinds should be secured from the reproduction rights of GEMA – The Society for Musical Performance Mechanical Reproduction Rights with their local office at Abraham-Lincoln-Straße 44, Postfach 2680, 65016 Wiesbaden, phone (0611) 79 05-0. The exhibitor is required by law to apply to GEMA for appropriate permission in sufficient time before the event begins. In the case of omission, the exhibitor will have to contend with compensation claims in respect of § 97 of copyright law. Motion events is in no way liable to any such claim.
- (10) motion events has the right to ban unauthorized or inappropriate advertising without consulting the exhibitor and without resorting to legal counsel and to remove such items at the expense of the exhibitor.

12. Video and Audio Recordings

- (1) Video and audio recordings of any kind (including sketches) of exhibition samples or exhibits are not permitted. In case of contravention, motion events has the right to take possession of finished sketches and pictures as well as exposed material at the expense of the exhibitor and hold under its control. This rule does not apply to the media, such as radio, television, film,

daily and specialist press for the purpose of reporting.

- (2) The exhibitor has the right, however, to make video or audio recordings or pictures of their stand or products during the opening times of the event.
- (3) Motion events has the right to make or to have made video, audio and drawings of exhibition stands or individual exhibits for the purpose of documentation or its own publishing. This also applies to persons who are pictured or recorded.

13. Exclusion of Exhibitors and Refund of Participant Fee

- (1) Should an exhibitor be prohibited by a legal ruling of a German court (judgment, order) from the exhibition or offering of products and services or advertising of the same and the exhibitor refuses to respect the legal judgment and refrain from the exhibition or offering products and services or advertising of the same on the exhibition stand, motion events is entitled, as long as the legal decision is not quashed by a later ruling on appeal, to exclude the exhibitor from the current event and/or future events. A refund of the participant fee (in whole or in part) will not be made in this case. Motion events is not obliged to verify the validity of the legal ruling. A legal claim for compensation upon exclusion of an exhibitor affected by a legal ruling has no basis.
- (2) The same applies if the exhibitor damages the household rights of motion events or if there are other grounds which justify an immediate termination of the participant contract.
- (3) Should a legal ruling in respect of Paragraph 1 be subsequently overturned on appeal, the exhibitor who has been excluded on the grounds of the earlier legal ruling has no legal claim for compensation towards motion events.

14. Cancellation

- (1) motion events has the right to cancel or postpone the event as well as change its duration and opening times. It will not be liable for compensation claims resulting from such events. In the event of a postponement of the event or a change to the event's duration, the contract already agreed will be valid for the new period. Cancellation rights will not apply in principle from this, nor will they arise from a change to the opening times.
- (2) In the event of cancellation of the Marathonmall due to force majeure (e.g. a pandemic such as Covid 19), the exhibitor will receive a refund of the services paid to date less costs that can no longer be averted, whereby the exhibitor retains the right to prove that these costs that can no longer be averted were lower.
- (3) Should the event already be in progress and has to be cancelled for reasons beyond the control of motion events, a cancellation of the contract or further claim for damages will not apply. The same applies if motion events, as a consequence of force majeure or other circumstances, is forced to clear or close one or more exhibition areas either temporarily or for a longer period. This includes restrictions on use in the stand area agreed in the contract including access which may arise from official instructions for cleaning or for building work. Under such circumstances, motion events will endeavor to provide an alternative solution depending upon circumstances, yet in no way acknowledges a legal obligation to do so.

15. Legal Disclaimer

- (1) motion events is only liable in the context of its legal liability and this excludes any liability whatsoever for damage to persons, goods or financial losses which arise in the exhibition area including the building. This exclusion refers in particular to damage caused by fire, water, explosion, acts of violence, bad weather or other acts of God or by theft, burglary, failure of utilities (such as electrical current, gas, water) and similar causes as well as the consequences of security measures in accordance with Paragraph 17. This also applies in connection with the exhibition grounds and buildings outside of the exhibition area.
- (2) This also applies to damage resulting from public business (in particular through visitors to the exhibition, other exhibitors, their staff etc.) as well as employees and contractors of motion events or any other circumstances. Included within this are information and actions made in error by staff and contractors of motion events.
- (3) Exceptions to the aforementioned legal disclaimer are damage to property and injuries to life, limb and health caused by motion events in the case of willful intent and gross negligence.
- (4) Exceptions to the legal disclaimer are also damages which would customarily be insured as well as mandatory liability according to product liability law.
- (5) motion events is liable in the case of slight negligence only when fundamental contractual obligations have been violated (cardinal duties) or for injuries to life, body or health.
- (6) As far as motion events is liable, according to Paragraph 4,

for slight negligence, this is limited to Euro 10.000. In these cases liability for indirect damage and non-typical consequential damages is excluded. In the case of violation of fundamental contractual obligations according to Paragraph 4, motion events' liability is restricted to the average damage in a typical contract of this type.

- (7) Damage must be reported to motion events immediately.

16. Safety Measures, Accident Prevention, the Exhibitor's Legal

- Duty to maintain safety and other legal and official regulations
- (1) The exhibitor is obligated to adhere to all legal, official, professional and other accident prevention regulations and other safety regulations during the construction, dismantling of the stand and for the duration of the event. This includes safety regulations and technical guidelines issued by the Frankfurt Exhibition Fair. Please refer to the current standard ordinances for meetings and conferences.
 - (2) Please be advised that in compliance with fire regulations your exhibition stand may NOT be completely covered with a roof. There must be 1.5 meter on outside the covered area on each side of your booth. Allow for this extra space when renting your exhibition stand. If you don't comply with this regulation the exhibition management will demand the removal of the roofing or alternatively the installation of a fire alarm system by the Frankfurt Fair (at the cost of 60€ per square meter). Additionally, all stands must have roofings made of low flammable materials and if the roofing is larger than 30 square meters a fire alarm system by the Frankfurt Fair must be installed (60€ per square meter).
 - (3) Police, fire service, emergency services, factory inspectorate, building inspectorate, regulatory agencies, representatives of the Frankfurt Exhibition Fair as well as representatives of motion events must be permitted access to the stands at any time. Their instructions are to be obeyed. During the days of the exhibition the police, fire service and medical teams will be located in the grounds of the exhibition fair and should be notified immediately of any danger. Police base at the Exhibition Tel. 6555 or for police emergency ring Tel. 110, Traffic police in parking area ring Tel. 5522, fire service in exhibition ring Tel. 6550 or for emergency fire service ring Tel. 112, medical service at the exhibition or emergency medical service, ring Tel. 112, Hall 2.0 North-West Tel. 6501.
 - (4) motion events has the right to check that safety regulations are adhered to at any time. It is empowered to bring to an immediate close, at the expense of the exhibitor, any situation which is contrary to regulations as well as forbidding any activity which runs contrary to regulations. It can at any time order the workings of machines, equipment and similar facilities to prohibit operation and forbid their reintroduction, if in its estimation the activity represents a danger or if other exhibitors or visitors are disturbed or inconvenienced by it. The decision of motion events is final.
 - (5) The exhibitor is required to obey requirements and regulations issued because of public emergency regulations, e.g. smog regulations, emergency legislation etc.
 - (6) The exhibitor is liable for all culpable damage to persons, goods and financial losses which arise during the construction, dismantling of their stand, their exhibition exhibits and activity, or caused by their staff or contractors.
 - (7) The exhibitor bears the legal duty to maintain safety for the exhibition stand used. This applies in particular in respect of stand safety and fire prevention in the case of special events presented by the exhibitor.
 - (8) In so far as trade and health, and safety permits are required from the police, the exhibitor is required to obtain these before the start of the event and have such documents available for inspection on the stand.
 - (9) The exhibitor is responsible for adhering to the valid food law regulations – including the distribution of free samples. Dispensing equipment for passing trade should be registered. This facility should be registered at least ten days before it begins operation with the regulatory agency SG 32.14, Mainzer Landstraße 323, 60326 Frankfurt am Main, phone (069) 212 44 422, Telefax (069) 212 34 218. Direct sales of drinks and food by the exhibitor is not permitted on any account (see also Paragraph 13. (3)).
 - (10) The regulations of the trade regulation act (GewO) and in particular Section IV: "Fairs, Exhibitions, Markets" in the current version are to be observed.
 - (11) Any abrasive cutting and all work carried out with a naked flame, welding, cutting, soldering, defrosting and abrasive cutting must be registered with the event administration section of the Frankfurt Fair before any such work begins. The work can only begin once permission has been granted and received by the exhibitor. In the case of any such work, the surrounding area should be sufficiently protected against any possible danger.

EXHIBITION REGULATIONS – STATE 3/2023

17. Insurance

Motion events does not carry any insurance risk. The exhibitor is recommended to arrange insurance to a sufficient degree.

18. Raising a Claim

Claims by exhibitors should be delivered in writing to motion events at the latest 14 days after the end of the event; claims issued later will not be considered and will be considered as expired (Beyond Limitation Period).

19. Place of Performance and Legal Domicile, German Law

(1) The contract parties agree, as far as it concerns business people, legal persons of public law or public-legal fund assets, that Frankfurt am Main will expressly be the place of performance and legal domicile for all claims and specifically legal disputes from this contract. The same applies if a contract party has no domestic base of jurisdiction.

(2) Alternatively, the particular legal domicile of place of performance in the sense of § 29 of the code of civil procedure is agreed, which resulting from the nature of the liabilities, the rental cost is to be paid at the place of the premises.

(3) Frankfurt am Main as the place of jurisdiction also applies for contentious dunning procedures. Once the dunning procedure moves into contentious proceedings and ex officio a levy is made to the relevant jurisdiction of the debtor, application for referral to the relevant court in Frankfurt am Main is to be made.

(4) Furthermore, each contract party has the right to institute proceedings against the other at their place of residence or business.

(5) Should individual terms of these conditions become void, the validity of the remaining conditions will not be affected. The contract parties undertake to agree upon other workable conditions in place of the void conditions, which would most likely meet the business aims of the void conditions.

(6) German law and German text is binding for the interpretation of general business conditions and all remaining terms and conditions.

20. Data Protection Terms

(1) The exhibitor agrees that motion events can store, process or pass on personal data in accordance with federal data protection law – including automatic data processing – as far as this is exclusively for business purposes.

(2) The exhibitor agrees that motion events is storing, processing or passing on business data during data processing, as far as this is required for motion events' own use or motion events has a legitimate business purpose.

21. Approval and Components of the Contract, Immediate Termination in the case of Breach of Duty

(1) Both contract parties recognize the general conditions of participating as essential and for both parties binding components of the participant contract. The exhibitor accepts this for irrevocable for themselves, their staff and contractors with full legal effect when they register.

(2) Further details to contract contents, further special provisions or individual regulations, will be communicated to the exhibitor by motion events or the Frankfurt Exhibition Fair for their consideration in sufficient time.

(3) motion events reserves the right to make changes and additions to the conditions or exemptions and they are required to be in writing or E-mail. Verbal agreements, in order to be valid, must be confirmed in writing or E-mail by motion events.

(4) Contraventions of the agreed participant contract represent a breach of duty in legal terms. Motion events has the right, in the case of serious breaches, to order and carry out an immediate exclusion from the event. In conjunction, motion events will put into effect an immediate termination of the participant contract; special regulations in individual conditions will remain unaffected.

(5) motion events has the right to exercise its own householder rights within the exhibition hall; this applies also in connection with the exhibition grounds and buildings outside the exhibition hall. The householder rights also cover the admittance of third party contractors, who are engaged by the exhibitor to carry out work for them, as well as the nature, extent and conditions of their activity in the exhibition grounds.

22. All costs stated are exclusive of VAT.