

General Terms and Conditions for Exhibitors at the succeet21 Hybrid Trade Show

The following Trade Show and Exhibitor Terms and Conditions contain the provisions for exhibitor participation at the succeet21 hybrid trade show, which is organised by succeet GmbH, Im Baumstückle 45, 71334 Waiblingen, Germany (hereinafter referred to as succeet GmbH).

Section 1: Scope / Recognition of the Terms and Conditions of the Trade Show

(1) The following provisions apply to the exhibitors and the organiser of the trade show. They are supplemented by the following terms and conditions, as amended, which apply subordinately, but in addition to them, in the event of doubt or in the event of any objection to these provisions, and in the order listed below:

(a) For all exhibitors:

(aa) The exhibitor information (service description and price list) for succeet21, available at www.succeet.de/en/

(bb) The data protection regulations of succeet GmbH, available at www.succeet.de/en/

(cc) When using the Expo-IP online platform for digital events and when using webinars and streaming platforms in ASP mode:

- General Terms and Conditions of EXPO-IP GmbH, available at
- expo-ip.com/en/agb/
- EXPO-IP PRODUCT DESCRIPTION version 2020-11-01, available at
- expo-ip.com/en/product_description/
- Expo-IP Privacy Policy, available at expo-ip.com/en/privacy_policy
- succeet GmbH reserves the right to exchange the Expo-IP for at least an equivalent platform. In the event of a change of provider, the exhibitor shall be informed immediately.

(b) Additional information for the exhibitors of the physical event:

- The concept of hygiene and infection protection of the MOC Veranstaltungszentrum (event centre), available at www.succeet.de/en/exhibitors
- Specifications of the MOC Veranstaltungszentrum München, available under "Order forms for exhibitor services in the MOC Veranstaltungszentrum 2021" at www.succeet.de/en/exhibitors

(2) By registering, the exhibitor acknowledges the provisions included within the scope as binding for himself and his vicarious agents. Any opposing general terms and conditions shall be expressly excluded by succeet GmbH.

General Terms and Conditions for Exhibitors at the succeet21 Hybrid Trade Show

Section 2: Offer and Acceptance / Conclusion of Contract

- (1) The exhibitor receives an individual offer from succeet GmbH on request. This contains the specific service description and all costs.
- (2) The use of standards, dimensions, drawings and illustrations of the stands and/or conference rooms, as well as descriptions of the virtual exhibition stands in the offer is only for descriptive and illustrative purposes and does not constitute a guarantee of specific features.
- (3) The validity of the offer shall be limited to 10 days, starting from the end of the day on which the offer is delivered to the exhibitor. After the expiry of the deadline, succeet GmbH may freely dispose of all the contractual components described in the offer.
- (4) The contract shall be concluded upon the acceptance of the offer by the exhibitor.

Section 3: Prices and Payment Terms / Advance Payment

- (1) The prices applicable at the time of conclusion of the contract are based on the offer of succeet GmbH, based on the exhibitor information for succeet21.
- (2) The exhibitor shall be obliged to pay 50% of the total remuneration to succeet GmbH immediately upon conclusion of the contract. The exhibitor shall receive a separate invoice for this purpose. This shall be due for payment within 14 days. The period shall start from the end of the day on which the invoice is delivered to the exhibitor. The remaining remuneration must be paid into the account of succeet GmbH no later than 6 weeks before the start of the trade show, i.e. by midnight on 14 September 2021.
- (3) Payment must be made to the following account, quoting the reference succeet21:

Account holder	succeet GmbH
IBAN	DE26 6005 0101 0405 3593 87
BIC	SOLADEST600
Bank	BW-Bank

- (4) If an exhibitor is in default with his payment, succeet GmbH shall be entitled to otherwise dispose of the exhibition stands that have not been paid for in full after giving a prior warning and without providing a grace period.

Section 4: Disclaimer / Force Majeure / Coronavirus / Reservation of the Right to Rescind

- (1) Disclaimer

Liability on the part of succeet GmbH is excluded.

This does not apply to damages resulting from injury to life, body or health, which are based on a negligent breach of duty by succeet GmbH or an intentional or negligent breach of duty by a legal representative or vicarious agent of succeet GmbH.

General Terms and Conditions for Exhibitors at the succeet21 Hybrid Trade Show

This also does not apply to other damages that are based on a grossly negligent breach of duty by succeet GmbH or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of succeet GmbH.

(2) Force majeure / Cancellation of the physical trade show due to coronavirus

(a) Force majeure

Force majeure means events or circumstances of any kind that are beyond the reasonable control of succeet GmbH or the exhibitor, were neither present nor foreseeable upon conclusion of the contract and, despite due diligence of both parties, cannot be remedied, averted, offset, negotiated or otherwise overcome and, taking into account the aforementioned, it means events or circumstances or their concurrence in the same comparable manner. It may occur in particular, but not solely, in the event of natural disasters such as floods, earthquakes, lightning strikes, hail and similar accidents; wars and internal unrest; travel warnings by the Ministry of Foreign Affairs, industrial action (strike/lockout); fire and pandemics.

If succeet GmbH is prevented by force majeure from fulfilling a contractual obligation, succeet GmbH shall immediately notify the exhibitor of this circumstance while specifying the obligations which it is or shall be prevented from fulfilling. After sending this notification, succeet GmbH shall be exempt from fulfilling the obligations as long as it is prevented from doing so by force majeure. In the event of a force majeure event, the parties shall endeavour to fulfil their contractual obligations as far as possible and shall always endeavour to adapt the contract to the best of their ability.

If succeet GmbH is prevented from holding the physical trade show on 27 and 28 October, 2021 (fixed date transaction) due to force majeure, the Parties shall hold the trade show solely on the Expo-IP virtual platform. In this case, the exhibitor shall only be obliged to pay the remuneration of the virtual exhibition stand and the booked additional services. If the exhibitor has already paid the total amount, succeet GmbH shall repay the remaining balance to the exhibitor after the virtual trade show has concluded. In this case, the exhibitor shall neither be entitled to a loss of profit due to non-participation in the physical event nor to compensation for the non-use or under-utilisation of his employees.

For the virtual event the following prices apply: When booking an individual stand, a registration fee of 300 EUR and a large stand with 10 widgets amounting to 3,000 EUR will be charged for the virtual event. When booking a standard stand, a registration fee of 300 EUR and a small stand with 5 widgets amounting to 2,200 EUR will be charged for the virtual event. Optionally, web presentations live can be booked at 890 EUR each and web presentations pre-recorded at 790 EUR each. The offer is limited to a maximum of 2 web presentations. If a small stand is booked, only 1 web presentation can be booked. Also optional is the booking of an agency service for the creation and filling of the virtual exhibition stand at 390 EUR (large exhibition stand) or 320 EUR (small exhibition stand). The decision as to whether a presence event or a virtual event will be held is made 10 weeks before the scheduled date of the presence event.

General Terms and Conditions for Exhibitors at the succeet21 Hybrid Trade Show

(b) Coronavirus

The coronavirus pandemic may result in short-term legislative changes and regulatory changes, instructions, and restrictions on physical events. In the event that the physical trade show has to be cancelled due to the coronavirus or cancelled, restricted or concluded early due to an official directive or federal state provision, **the same legal consequence shall apply as in the case of a cancellation of the physical trade show due to force majeure (Section 4(2)(a) of these provisions).**

The cancellation by succeet GmbH is also coronavirus-related if there are grounds which make the further planning and organisation of succeet21 actually or economically impossible. Such grounds shall exist in particular, but not solely, if:

- short-term legal changes or official directives that prevent the trade show are issued in the period between January, 2021 and October, 2021,
- incidence rates defined by the authorities are reached,
- a ban on accommodation is issued at the event location,
- travel restrictions are imposed for exhibitors.

If such a circumstance occurs, succeet GmbH shall inform the exhibitor immediately.

(3) Irrespective of Sections 4(2)(a) and (b), succeet GmbH reserves the right to withdraw from the contract if there are objective grounds justifying such a withdrawal. An objectively justified ground shall exist in particular, but not solely, if:

- the pursued purpose of the trade show can no longer be achieved and
- holding it becomes unsustainable for economic reasons.

Section 5: Termination

(a) The rental period is limited in time. A statutory notice of termination does not exist in this case.

(b) succeet GmbH shall be entitled to terminate the rental agreement by extraordinary termination without notice if there is good cause. Such a cause may exist in particular if the exhibitor violates his obligations as specified in these General Terms and Conditions. The same shall apply to the exhibitor if there is good cause.

Section 6: Obligation to Notify Claims / Limitation

(a) Claims of the exhibitor against succeet GmbH shall become time-barred after one year, starting with the end of the month in which the last day of the trade show falls.

(b) All claims must be notified in writing to succeet GmbH within a limitation period of six months, starting from the end of the month in which the last day of the trade show falls.

General Terms and Conditions for Exhibitors at the succeet21 Hybrid Trade Show

(c) The regulations in Sections 6(a) and (b) shall be waived if succeet GmbH is accused of intentional or grossly negligent conduct or if the statutory provisions apply, provided that the disclaimer under Section 4(1) of these General Terms and Conditions does not apply.

Section 7: Offsetting / Right of Retention

The exhibitor can only offset if the counterclaim is undisputed or legally established. The exhibitor shall only be entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

Section 8: Reservation of the Right of Modification

(1) succeet GmbH expressly reserves the right to modify these General Terms and Conditions for good cause.

(2) Good cause exists in particular if succeet GmbH can no longer be expected to adhere to contracts with third parties (e.g. the online platform or the advertising agency). If such a reason occurs, succeet GmbH shall provide for at least an equivalent replacement of the third party.

(3) The exhibitor shall be notified of any modifications to the General Terms and Conditions.

Section 9: Special Provisions: Physical Trade Show

Irrespective of the other provisions, Section 9 applies to participation in the physical trade show on 27 and 28 October 2021 in Hall 4 of MOC München. Section 9 applies solely to those exhibitors who participate in the physical trade show.

(1) Domiciliary right / House rules / Hygiene concept

(a) succeet GmbH shall exercise the domiciliary right during the duration of the trade show and the set-up and dismantling times, which also includes the stand space and the conference rooms. succeet GmbH and its vicarious agents must be granted access at all times. Their instructions must be followed.

(b) succeet GmbH reserves the right to issue house rules with notices, deadlines and special provisions and to provide them to the exhibitor upon stand allocation at the latest.

(c) The exhibitor shall be obliged to implement the applicable hygiene concept on his stand during the holding of the trade show.

(2) Allocation of stand space / Change of stand space

The allocation of the individual stand spaces shall be carried out by succeet GmbH and shall be based on the concept of the trade show and on the reservations already made. The date of conclusion of the contract between succeet GmbH and the exhibitor shall be irrelevant. The allocation shall be disclosed no later than 8 weeks before the start of the trade show.

General Terms and Conditions for Exhibitors at the succeet21 Hybrid Trade Show

(3) Mandatory set-up and dismantling times

- (a) The setting up shall start at 08:00 on 26/10/2021 and end at 24:00 on 26/10/2021.
- (b) The dismantling shall start at 17:30 on 28/10/2021 and end at 24:00 on 28/10/2021.
- (c) The setting up and dismantling of exhibition stands may only be carried out within the official times.

(4) Stand design / Running the stand

- (a) The contact details of the exhibitor must be clearly displayed on the stand at all times.
- (b) For the purpose of a standardised overall appearance, the exhibitor shall be required to comply with the requirements of MOC Veranstaltungszentrum München. **These are contained in the document “Order forms for exhibitor services in MOC Veranstaltungszentrum 2021” (available at www.succeet.de/en/).**
- (c) The exhibitor shall be obliged to ensure that the stand is occupied for the entire duration of the trade show.

(5) Obligations of the exhibitor

- (a) The exhibitor shall be obliged to maintain the stand space provided to him in a condition in accordance with the contract and to treat it with due care and consideration.
- (b) The exhibitor shall be obliged to adequately guard at all times the stand space used by him, including fixtures, and the objects he has brought to the trade show, or to ensure that it is otherwise guarded. This is especially true in the event of a hazardous situation.
- (c) The exhibitor shall be responsible for the registration and payment of fees to GEMA (German Society for musical performing and mechanical reproduction rights). At the request of succeet GmbH, the exhibitor shall provide proof of payment of the GEMA fees.
- (d) The exhibitor must ensure adherence to the hygiene concept on his stand at all times. This also includes set-up and dismantling times.
- (f) The exhibitor is not permitted to allow third parties to use the stand space. This also applies to co-exhibitors.
- (g) Food and beverages may only be provided free of charge to visitors to the stand. The exhibitor is advised that this must be reported to the relevant Department of Public Order. For this purpose, Form 1.2 (included in the document “Order forms for exhibitor services in MOC Veranstaltungszentrum 2021”) must be submitted to the Munich Department of Public Order. The provision of food and beverages must comply with the requirements of the hygiene concept of MOC.
- (h) The exhibitor shall be responsible for complying with all fire protection, police and trade regulations and/or specifications regarding his stand space.

General Terms and Conditions for Exhibitors at the succeet21 Hybrid Trade Show

(i) Advertising of any kind, particularly the addressing of visitors and the distribution of advertising materials, is only permitted within one's own stand space.

(6) Liability of the exhibitor (physical trade show)

(a) The exhibitor shall be liable for all damages negligently or intentionally caused by him or by the third parties attributable to him.

(b) Strict liability

The exhibitor shall be strictly liable for damages from those hazardous areas that are caused solely within his sphere and are outside the area that can be controlled by succeet GmbH. These include in particular, but not solely:

- damage caused by improper use of the stand space,
- the loss of any fixtures brought to the trade show due to insufficient security or lack of guarding,
- damages resulting from non-compliance with the exhibitor obligations arising from these General Terms and Conditions.

The strict liability shall thus be limited with respect to grounds to the risk typically insurable in the context of liability insurance at the time the claim arises. In addition, the liability shall be limited with respect to amount to the risk typically insurable in the context of liability insurance.

(c) The exhibitor is strongly advised to take out an appropriate insurance policy.

Section 10: Special Provisions: Virtual Trade Show

Irrespective of the other provisions, Section 10 applies to the virtual trade show which is implemented on the Expo-IP online platform. This clause applies to all exhibitors, including those who participate in the physical trade show and receive a virtual exhibition stand at the same time.

(1) Creation of the exhibition stand in the Expo-IP system

(a) The virtual exhibition stand shall be created by an advertising agency commissioned by succeet GmbH in cooperation with the exhibitor. **The advertising agency shall contact the exhibitor about 8 weeks before the start of the trade show. If the exhibitor has the appropriate skills, the virtual stand can be created and filled by the exhibitor himself. In this case, the organizer will not provide any technical advice.**

(b) The exhibitor shall be obliged to fill the virtual stand completely no later than 10 working days before the start of the virtual trade show. See the services provided by the advertising agency Antares for the performance of this task.

(c) If an exhibitor is in default with his payment, succeet GmbH shall be entitled to take the virtual exhibition stand offline and to block the exhibitor's access. After giving a prior warning

General Terms and Conditions for Exhibitors at the succeet21 Hybrid Trade Show

and without providing a grace period, succeet GmbH may otherwise dispose of the virtual exhibition stands that are not completely filled.

(2) Positioning of the exhibition stand

The allocation of the position of the virtual stand in the virtual exhibition area shall be carried out by succeet GmbH and shall be based on the concept of the trade show. The exhibitor shall not be entitled to a specific positioning of the virtual exhibition stand.

(3) Obligations of the exhibitor

(5) The exhibitor shall be responsible at his own expense for ensuring that he fulfils the technical requirements for participation in the virtual trade show. The same applies to web presentations and live digital communication.

(b) If a text/video chat is offered, this chat service must be maintained by qualified staff for the entire duration of the trade show.

(c) In the event of a breach of these obligations, succeet GmbH shall reserve the right to deactivate the virtual exhibition stand until the exhibitor has rectified it.

(4) Liability of the exhibitor (virtual trade show)

(a) The exhibitor shall be liable for all damages negligently or intentionally caused by him or by the third parties attributable to him.

(b) Strict liability: The exhibitor shall be strictly liable for damages from those hazardous areas that are caused solely within his sphere and are outside the area that can be controlled by succeet GmbH. These include in particular, but not solely:

- damages resulting from improper use of the Expo-IP online platform,
- damages resulting from non-compliance with the exhibitor obligations arising from these General Terms and Conditions.

The strict liability shall thus be limited with respect to grounds to the risk typically insurable in the context of liability insurance at the time the claim arises. In addition, the liability shall be limited with respect to the amount to the risk typically insurable in the context of liability insurance.

(c) The exhibitor is strongly advised to take out an appropriate insurance policy.

(5) Extended limitation of liability of succeet GmbH

In addition to Section 4 of these General Terms and Conditions, the following shall apply: data communication via the Internet cannot be guaranteed to be continuously faultless and/or always available according to the current state of the art. succeet GmbH shall not be liable in this respect for the continuous and uninterrupted availability of the www.expo-ip.com online platform used for digital events as well as the use of webinars and streaming platforms in ASP mode

General Terms and Conditions for Exhibitors at the succeet21 Hybrid Trade Show

(6) Legal infringements by exhibitors / Indemnity clause

(a) The exhibitor shall assure succeet GmbH that the content used and made available on its virtual exhibition stand does not violate the rights of third parties. In particular, the exhibitor shall be responsible at his own expense for ensuring that no competition and/or copyright regulations are infringed.

(b) succeet GmbH expressly refrains from checking the content of the virtual exhibition stands.

(c) The exhibitor shall be obliged to indemnify succeet GmbH against claims of third parties for infringements of copyright or other competition rights. If third parties assert claims against succeet GmbH on the grounds of the legal inadmissibility of an entry or other content, the exhibitor shall indemnify succeet GmbH against all asserted claims, including all necessary legal defence costs, upon first request.

Section 11: Special Provisions: Presentations / Workshops / Lectures

Irrespective of the other provisions, Section 11 applies to exhibitors who give presentations, workshops and/or lectures during the physical event and/or the virtual event:

(1) The topics of the presentations, workshops and lectures must be submitted to succeet GmbH by 11 August, 2021

(2) succeet GmbH must be given the details of the contact person who shall be responsible for the exhibitor's presentations, workshops and lectures.

(3) The exhibitor shall ensure that all presentations, workshops and lectures start and end on time.

(4) At the physical event, the designated rooms must be occupied on time and vacated again within the framework of the applicable hygiene concept. The designated rooms are to be used solely for the contractually agreed purpose.

(5) The exhibitor shall be responsible at his own expense for ensuring that he fulfils the technical requirements for giving his presentation, workshop or lecture. This applies to the physical trade show and also to the performance in the digital environment.

Section 12: Other Agreements / Final Provisions

(1) Place of jurisdiction

Insofar as the exhibitor is a merchant, a legal entity under public law or a special fund under public law, Stuttgart shall be the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship with the customer or from these General Trade Show and Exhibitor Terms and Conditions.

General Terms and Conditions for Exhibitors at the succeet21 Hybrid Trade Show

(2) Copyright notice

All content created by succeet GmbH is subject to comprehensive legal copyright. All rights are reserved.

(3) Written form requirement of agreements

Further agreements between the parties shall have to be drawn up in writing.

(4) Reservation of the right of modification

succeet GmbH reserves the right to modify these General Terms and Conditions for objective reasons. These reasons may consist of legislative changes, changes in case law, official directives, general decrees or changes in economic conditions.

(5) Severability clause

Insofar as one or more clauses are or become invalid, this shall not affect the remaining clauses.




Contact information

Organiser:

succeet GmbH
Im Baumstückle 45
71334 Waiblingen, Germany

Managing Directors:

Heinrich Fischer, Simone Waller-Klink

 +49 7151 90 383 90
 info@succeet.de
 www.succeet.de/en/

As of: 16 June, 2021