

Special Conditions of Participation at C³ Chemnitzer Veranstaltungszentren GmbH

(Valid from: April 2013)

1 Organiser

C³ Chemnitzer Veranstaltungszentren GmbH (hereinafter referred to as C³ GmbH) is the organiser of the event referred to in Paragraph 1.1. of the Special Conditions of Participation.

2 Definitions

An exhibitor in the sense of these terms of participation is the legal entity or company, the name of which is included on the binding registration and which has been approved by C³ GmbH as an exhibitor.

3 Registration/ Conclusion of the Contract

3.1 Registration

(1) Registration must take place on the special registration form for the exhibition and this must be filled in and legally signed and sent to C³ GmbH by the specified registration date (see the registration form and the Special Conditions of Participation).

(2) The applicant is bound by its registration for up to 8 days after the registration deadline specified in the Special Conditions of Participation, and at most for up to 6 weeks before the opening of the trade fair/exhibition, if approval has not been given in the meantime. The applicant shall be bound for 14 days in the case of registrations received later or after the registration deadline.

(3) The act of submitting the registration form does not establish any claim for acceptance. Returning the registration form, duly filled in and signed, to C³ GmbH is a contractual offer by the exhibitor, to which it is bound for 4 weeks after it has been delivered to C³ GmbH, and this then requires approval by C³ GmbH.

(4) In submitting the registration form, the exhibitor recognises the General Terms and Conditions and the Special Conditions of Participation, the valid prices and the Technical Guidelines published by C³ GmbH (see Special Conditions of Participation, Paragraph 1). The legal, health and safety and trade law regulations, particularly related to environmental protection, fire protection, accident prevention, company names and pricing, must be followed. No unilateral conditions or terms shall be taken into consideration in connection with the registration process.

(5) The exhibitor or the applicant shall be liable for any consequences that may arise as a result of any inaccurate, incomplete or mistaken information entered on the registration form.

(6) The exhibitor shall be responsible for ensuring that the persons that it employs at the exhibition and its performing agents/sub-exhibitors adhere to the conditions and guidelines issued by C³ GmbH.

(7) The applicant's details shall be stored, assessed and may be passed on to third parties in order to complete the contractual arrangements when processing the registration. The exhibitor shall hereby grant its approval for this process.

3.2 Conclusion of the Contract and Approval

(1) The contract between the organiser and the exhibitor has been concluded once the confirmation of approval or the invoice reaches the exhibitor. The exhibitor shall hereby waive the need for any declaration of acceptance.

(2) C³ GmbH shall make a decision about approving the exhibitors and the individual exhibition items, if necessary, by consulting the relevant trade fair committees. C³ GmbH shall be entitled to place a restriction on the exhibition items that have been registered for conceptual reasons or make a change to the space that has been registered.

(3) C³ GmbH may exclude individual exhibitors and suppliers from participating for objectively justifiable reasons, particularly if the space available is inadequate. It may restrict the event to particular groups of exhibitors, suppliers and visitors, if this is necessary to meet the goal of the event. Applicants may not demand that rivals are excluded, nor shall any promises be made to this effect.

(4) Once approval has been granted, it may be revoked if the conditions for granting this approval do not exist or no longer exist. C³ GmbH shall be entitled to issue an immediate notice of withdrawal from the contract if the applicant is in default with regard to payments after two warnings. In this case, a fee amounting to 25% of the stand fee, or at least EUR 400.00, shall be payable to cover the costs already incurred.

(5) If any justified complaints or objections are made with regard to the goods that are made available or the way that any participating company operates, C³ GmbH shall be entitled and authorised to take suitable measures immediately to rectify the situation in the general public interest. In this kind of case, C³ GmbH may cancel any existing contracts for subsequent trade fairs/exhibitions, because the major conditions, on which these contracts are based, no longer apply.

3.3 Rental Fees and Costs

(1) The rental fees for stands and the surcharges for corner, in-line, peninsula or island stands may be viewed in the Special Conditions of Participation.

(2) The costs for the supply of media, which have been requested by the exhibitor, and other additional services, like gas, water, electricity etc., must be communicated to the exhibitor in advance, if requested.

(3) A fee per square metre shall be charged for the AUMA-Ausstellungs- und Messe-Ausschuss der Deutschen Wirtschaft e.V. (Association of the German Trade Fair Industry). The amount is governed by the type of event and can be found in the Special Conditions of Participation. This amount shall be separately itemised on the invoice.

3.4 Conditions of Payment

(1) The payment deadlines quoted on the registration form and invoice must be followed without exception. Any invoices that are issued later than 6 weeks before the opening of the exhibition must be settled in full immediately. Exhibition stand space may only be occupied and exhibitor passes issued if all the invoice sums have been paid in full in advance. Any departure from this rule should not be construed as an extension of the deadline for payment.

(2) If the applicant/exhibitor does not meet its obligations on time, C³ GmbH shall retain the right to terminate the agreement, having set a suitable period of grace, taking into account the circumstances and the time remaining until the start of the exhibition.

(3) When making payments, please quote the invoice, customer and stand numbers.

(4) If an invoice is settled after the deadline, interest on late payment amounting to 6 % p.a. above the base rate set by the ECB shall be charged and, if the exhibitor is not a consumer in the sense of the legal definition, the interest shall amount to 8 % above the base rate. C³ GmbH may use those stands, for which payment has not been received in full, in some other way, provided that a written warning has been given and the relevant notice has been served. In this case, it may refuse to hand over the stand or issue the exhibitor's passes.

(5) The exhibitor shall be responsible for any bank fees related to payments from abroad or the return of cheques.

(6) If C³ GmbH receives any registrations or orders later than six weeks prior to the start of the event, it shall retain the right to demand payment in advance.

(7) The invoicing procedure for any additional costs shall take place immediately after the end of the event. These invoices shall be due for payment immediately.

(8) No claims against C³ GmbH may be assigned. Claims may only be offset if the counterclaims are not in dispute and have been settled in the courts.

(9) Any complaints about an invoice shall only be taken into consideration if they are made in writing to C³ GmbH within 14 days of the issue of the invoice.

(10) C³ GmbH shall be entitled to a right of lien with the tenant if any obligations have not been met and costs arise from these, in order to secure its claims. C³ GmbH shall be entitled to retain the items on display and/or the stand equipment and publicly have them auctioned at the exhibitor's expense and sell them on the open market after giving written notice of its intention. C³ GmbH shall not be liable for any damage or loss of the pledged items caused by factors beyond its control. It is assumed at this juncture that all the items brought in by the exhibitor belong to the exhibitor. The legal regulations regarding the sale of a lien are waived – if this is legally permissible. Any liability for damage to the pledged item shall only be assumed within the framework of Paragraph 6.

(11) If the exhibitor wishes to make changes to those made on the registration form and they involve a modification to the invoice, C³ shall be entitled to charge a fee amounting to EUR 30 plus the legal rate of value added tax.

3.5 Co-Exhibitors/ Additionally Represented Companies/ Sales on Behalf of Third Parties

(1) The exhibitor shall not be entitled to sublet its assigned stand to third parties in full or in part, exchange it or hand it over in any other way without the authorisation of C³ GmbH; it may not carry out any advertising for unspecified companies or accept orders on their behalf either.

(2) C³ GmbH must provide approval if the stand space is to be used for other companies, regardless of whether these companies appear with their own personnel (co-exhibitors) or just with their own products or information materials (additionally represented companies). The exhibitor must register these companies on the relevant registration form. They are then regarded as co-exhibitors if they maintain close economic or organisational links to the main exhibitor. Approval shall be deemed to have been granted if no explicit refusal is made. The acceptance of any co-exhibitor authorised by C³ GmbH is subject to a fee.

(3) If these rules are infringed, C³ GmbH may demand the renter of the stand to refrain from using the stand or clear it or demand an additional 50 % on top of the stand fee.

(4) When accepting orders, particularly if a company is not using its own order books, the books must not only include the address of the delivery

companies, but also the precise address of the stand tenant. The order form must clearly show with which exhibitor and for which company the contract of sale was concluded.

3.6 Catalogue Entry

See the Special Conditions of Participation.

3.7 Exhibits

(1) Only items in mint condition may be exhibited, which have been entered on the stand registration form and form part of the range of products covered by the trade fair (see list on the registration form). C³ GmbH must be informed of any change made at a later date.

(2) The display of non-registered, non-approved or used items is not allowed.

(3) The exhibitor shall be obliged to inform C³ GmbH about the technical data regarding the individual exhibits and their dimensions and weight as part of the application for approval to set up a stand. The exhibitor shall bear the costs of any services required to transport items at the trade fair site.

(4) C³ GmbH may demand that exhibition items are removed, if they were not entered on the stand registration form or turn out to be annoying or hazardous or are not compatible with the aim of the event. If this demand is not met, C³ GmbH shall remove the event items at the exhibitor's expense.

(5) If C³ GmbH provides approval for the direct sale of exhibits in an individual case (cf. Paragraph 4.2) and the necessary permits and documents are available from the authorities (cf. Paragraph 4.6), the exhibition items must be provided with clearly legible price labels.

(6) The exhibitor must secure any copyright and other intellectual property rights on the items on display.

(7) When operating its stand, the exhibitor must comply with the relevant legal stipulations in their current form (e.g. the Licensing Act, trading regulations, hygiene regulations, the Food and Consumer Goods Act, the Beverage Dispensing Machine Order). If the exhibitor does not meet its obligations with regard to cleaning and disposing of waste or the sale or supply of food and drinks at its stand, even after a warning has been issued, C³ GmbH shall be entitled to have the stand or the sales point closed.

(8) In line with Section 3 of the German law governing working materials (the Equipment Safety Act and Medical Devices Act in their respective current versions), manufacturers, importers or exhibitors of technical equipment or medical engineering devices are obliged under these laws to only display devices that fully comply with the generally recognized technical regulations and health, safety and accident prevention regulations, so meeting the conditions for their CE marking. For verification purposes, the exhibitor shall keep the following documents available on its stand:

- a) the EU conformity declaration or the manufacturer's declaration in accordance with Annex II of the Machinery Directive;
- b) the operating instructions according to Annex I No. 1.7.4 of the Machinery Directive.

Devices intended for delivery outside the EU, which do not comply with the legal requirements, must be marked accordingly, as laid down in Section 3a of the Equipment Safety Act.

The stand personnel shall take all necessary precautions to ensure personal safety during technical presentations. The stand personnel are also responsible for ensuring that no machines are switched on without authorisation.

3.8 Stand Allocation

(1) The stand shall be allocated by C³ GmbH on the basis of the agreement that has been concluded, although the date of receipt of the registration shall not be significant in determining the stand assignment. The decision shall be governed, among other things, by organisational and event-related aspects. Special requests by exhibitors shall be taken into account, wherever possible. An exhibitor may not exchange exhibition space with another exhibitor or partially or fully transfer the stand to third parties without written approval from C³ GmbH.

(2) The allocation of the stand shall be notified in writing, usually at the same time as the approval and the hall and stand numbers. Any objections must be submitted in writing within 8 days of receipt of the stand allocation.

(3) The exhibitor hereby accepts that the location of individual stands may no longer be the same as the one originally planned when the event commences. Any claims for compensation shall be excluded.

(4) The exhibitor must realise that the allocated stand may be subject to minor restrictions for technical reasons. Any alterations regarding its breadth and depth shall not exceed 10 cm and do not justify a reduction in the stand fee. This shall not apply to stands that are explicitly registered as prefabricated or system stands.

(5) Where there is an objective and imperative reason, C³ GmbH shall be entitled to move the exhibitor's stand from its allocated area without the exhibitor's prior consent. C³ GmbH shall be obliged to provide the exhibitor concerned with an equivalent or very similar stand/area. In cases of relocation, the exhibitor shall have the right to withdraw from the contract within two days of receiving notification of the move; this may not trigger any claims for compensation on either side. The withdrawal must be made in

writing. This does not apply if the stand is only moved a few metres within the same exhibition hall.

(6) Given justifiable and imperative reasons, C³ GmbH shall reserve the right to alter the location of entrances and exits, emergency exits or passageways. These measures do not constitute a reason for the exhibitor to claim any compensation or a right to withdraw from the contract.

(7) C³ GmbH shall immediately notify the exhibitor in writing of any changes regarding the location, type or dimensions of the stand.

3.9 Exhibitor Passes

(1) Each exhibitor shall receive exhibitor passes as follows for the necessary stand and service personnel, depending on the size of the stand space: 2 free passes are given for a stand of up to 20 sqm, and if required, a further free pass will be given for each additional 10 sqm of stand space rented inside the exhibition hall or each additional 50 sqm rented outdoors, up to a maximum of 15 passes.

(2) Exhibitor passes shall only be valid during the event and the designated times for setting up and dismantling the stands. C³ GmbH reserves the right to issue work passes during the setup and dismantling periods.

(3) If the need has been proven, further passes, amounting to up to half the number of free passes already issued, may be issued to the exhibitor. These additional passes are subject to a fee (See Special Conditions of Participation).

(4) If a pass is misused, it shall be confiscated without compensation.

3.10 Contract Amendments

Any amendments to the contract must be made in writing. If the event has to be postponed or relocated for an important reason, the exhibitor's registration shall remain valid for the new date and under the new terms specified by C³ GmbH, unless the exhibitor submits its objection to this in writing within two weeks of receiving notification from C³ GmbH.

3.11 Withdrawal and Termination

(1) The exhibitor shall not be entitled to cancel and/or terminate the contract once it has been signed (Paragraph 3.2).

(2) The exhibitor must pay the full participation fee, even if it only uses parts of the rented space or does not attend the event.

(3) If the exhibitor does not attend the event or only partially uses the area or in cases envisaged by the provisions stated in Paragraph 3.4 (2), the exhibitor shall be obliged to pay the full price of participation and any additional services that were ordered (100 %).

(4) A reduction in the exhibitor's payment obligations may only be granted if C³ GmbH succeeds in renting the entire area to another exhibitor at the price agreed with the original exhibitor, including all the other services on order, and if no exhibition space remains unrented (any use of the space by way of exchange shall be excluded). In this case, the participation fee shall be reduced (stand fee and remuneration for additional services on order) by 75%; however, at least EUR 400.00 shall be paid as compensation. In cases of doubt, the exhibitor must prove that C³ GmbH failed to rent out the space in question, although this was possible. The exhibitor shall retain the right to furnish proof that the damage was lower.

(5) C³ GmbH shall be entitled to terminate the contract, if:

- a) the exhibitor fails to fulfil or wilfully violates its obligations as set out in the contract. In this case, C³ shall be entitled to forbid the construction of the stand and/or order the clearance/closure of the stand,
- b) the exhibitor has failed to fulfil its payment obligations within the given time period (see Paragraph 3.4),
- c) insolvency proceedings have been applied for with regard to the exhibitor's assets or have been executed against the exhibitor unsuccessfully,
- d) the stand is not visibly recognisable in good time, i.e. at least 24 hours before the event opens,
- e) the exhibitor has changed its exhibition programme in such a way that the exhibits can no longer be regarded as representing the sector for which the exhibitor was approved.
- f) the stand allocation was based on false preconditions or statements or the prerequisites for stand approval no longer exist.

(6) The obligation on the part of the exhibitor to pay the stand fee and pay for the additional services on order (Paragraph 3.4) and all the services and costs incurred as a result of its registration shall remain in force in these cases.

(7) If after completing registration or after having received approval to participate, C³ GmbH nevertheless allows an exhibitor to withdraw from the contract, the exhibitor shall pay 25 % of the rental fee as compensation, in addition to the costs already incurred through orders already placed by the exhibitor.

3.12 Reduction in Stand Space

(1) The provisions in Paragraph 3.11 of the General Terms and Conditions shall also apply if the exhibitor notifies C³ GmbH in writing after the conclusion of the contract that it wishes to reduce its stand space. The exhibitor must pay the full stand fee plus the legal rate of value-added tax, even if it does not use the entire stand.

(2) The exhibitor's payment obligations shall only be reduced if the prerequisites stated in Paragraph 3.11 (4) apply.

3.13 Force Majeure

(1) Unforeseen events, which make it impossible to hold the trade fair/exhibition as planned and for which C³ GmbH cannot be held responsible, legitimise the latter:

- a) to cancel the trade fair/exhibition before it opens. If the cancellation is made more than 6 weeks and no longer than 3 months prior to the opening date, 25 % of the stand fee shall be charged to cover costs. If the cancellation is made in the 6 weeks prior to the opening, 50 % of the stand fee shall be charged to cover costs. In addition, the exhibitor shall pay for any costs for work already carried out at its instigation. If the trade fair/exhibition has to be closed due to force majeure or due to an order by the authorities, the stand fee and all the costs, for which the exhibitor is liable, must be paid in full;
- b) to postpone the trade fair/exhibition. Exhibitors that can provide evidence that the new dates of the trade fair/exhibition will clash with another trade fair/exhibition, for which they already have a firm booking, may ask to be released from the contract;
- c) to curtail the trade fair/ exhibition. Exhibitors may not demand any release from the contract. A reduction in the stand fee shall not be granted.

In all cases, C³ GmbH shall make these kinds of serious decisions in conjunction with appointed committees or the trade fair advisory board and make an announcement on the decision at the earliest opportunity.

The exhibitor shall not have the right to repayment or a waiver of the stand fee.

Claims for compensation are excluded for both parties in each case.

4 Technical and Organisational Rental Conditions

4.1 Regulatory Provisions

(1) The exhibitor shall observe the house rules of C³ GmbH on the complete site during the event. Any instructions issued by C³ GmbH representatives, who identify themselves by showing their ID card, must be followed.

(2) Only vehicles which have an entry permit or parking ticket may enter the trade fair site and, if necessary, the business courtyard during the event. No entry permits shall be issued for mobile homes. Any unloading of vehicles during the event must be completed in good time before the start of the daily opening hours. The vehicles must leave the grounds immediately after the unloading work. Exhibitors and their staff must vacate the exhibition halls within one hour of the daily closing time for visitors and all vehicles must leave the site. As regards other matters, the C³ GmbH Terms and Conditions shall apply.

(3) No animals shall be brought on to the trade fair site.

(4) No political information materials etc. may be displayed, posted or distributed. Similarly, the design and decoration of stands may not make a political statement of any kind.

(5) The exhibitor is obliged to occupy its stand for the full duration of the event and man the stand with personnel.

(6) The dismantling of stands may not commence before the event has closed on the last day of the exhibition. C³ GmbH shall be entitled to charge a penalty for breach of contract totalling EUR 3,000.00 for any infringement of this rule.

4.2 Sales Activities

(1) Direct selling shall not be permitted at the event. This shall not apply if a separate application was made to directly sell items together with a list of the products in question and if C³ GmbH has approved the application in writing prior to the start of the event. The sale of products, which conflict with the character of the trade fair, is not permissible.

(2) Catering stands are generally prohibited.

(3) The exhibitor must obtain and comply with the local commercial and health regulation permits (cf. Paragraph 4.6).

4.3 Advertising and Competitions

(1) The exhibitor shall only be entitled to carry out advertising, in particular distributing brochures and approaching visitors, within the stand area that it has rented. No posters may be attached to walls and floor space outside the rented area.

(2) Only advertising for the exhibitor's company shall be permitted; no advertising may take place on behalf of third parties. This shall even apply if the third party is one of the exhibitor's suppliers.

(3) Music and light displays, any kind of audio-visual media or the use of PA systems, even for advertising purposes, shall be subject to specific approval by C³ GmbH and must be registered before the start of the event. This approval or a permit to demonstrate machines, acoustic devices or slide projectors may be restricted or revoked in the interest of ensuring orderly procedures at the event.

(4) Tombolas, prize draws, quizzes, competitions etc. may only be used in return for a fee or a charitable donation.

(5) C³ GmbH shall be entitled to use text

and photos to report on exhibitors' trade fair stands and exhibits and use the photographs to advertise events.

(6) Any commercial photography, filming or drawing within the exhibition premises shall require written approval from C³ GmbH.

(7) The presentation of machines, acoustic devices, projection equipment and fashion shows, even for advertising purposes, may be restricted or revoked in the interests of ensuring orderly procedures at the event, even if authorisation has already been granted.

(8) C³ GmbH reserves the right to make announcements through loudspeakers.

4.4 Setting up, Designing and Equipping the Stands

(1) The organisers do not provide any partition walls for the exhibition areas. These walls must be set up by the exhibitor itself or by a suitable stand construction company on behalf of the exhibitor.

(2) The outer appearance of the stands is a crucial factor in the success of a trade fair. The minimum stand design calls for non-transparent stand walls, 2.5 m high, or similar design elements that are not transparent to be set up or attached on all stand boundaries to neighbouring stands or unrented space. If they are not in place 18 hours before the fair opens, C³ GmbH shall have suitable partitions set up at the exhibitor's expense.

(3) The specified stand boundaries may not be exceeded. Any violation of the set stand height of 2.500 mm and 3.500 mm for the advertising structure (measured from the floor to the upper limit) shall only be permissible with explicit written approval from C³ GmbH. The height of the partition walls facing neighbouring stands shall not be less than 2.000 mm.

(4) The exhibitor shall be responsible for equipping and designing the stands to conform to the standard setup that may be stipulated by C³ GmbH. The C³ GmbH guidelines must be followed in the interests of the overall appearance of the event. If an exhibitor is setting up its own stand, the exhibitor must inform C³ GmbH of the companies entrusted with the design or setup work. If an independent stand is being set up, C³ GmbH may request that accurate drawings shall be submitted to it for approval at least 7 weeks before the setup work is due to begin. The use of prefabricated or system stands must be explicitly noted on the registration form (see Paragraph 4.5).

(5) The stand owner's name and address must be visibly displayed for the complete duration of the event; appropriate markings must be provided.

(6) All materials used to set up the stand must be flame-resistant.

(7) C³ GmbH shall be entitled to demand the necessary modifications or possibly the removal of the stand if the aforementioned rules regarding the design and equipment are infringed.

(8) If the exhibitor fails to comply with the written demands of C³ GmbH within 24 hours, C³ GmbH shall be entitled to order the modification or the removal of the stand at the exhibitor's expense. If the stand is closed, the exhibitor shall pay the full rental fee and any costs incurred.

(9) In the case of two-storey stands, 50 % of the rental fee for the ground floor space shall be charged for the usable floor space (1st floor). Two-storey stands require explicit approval by C³ GmbH.

(10) In all other cases, C³ GmbH's Technical Guidelines shall apply.

4.5 Stand Construction Approval

(1) The exhibitor shall be obliged to submit an application for setting up a trade fair stand on all the exhibition areas. The application must be submitted to C³ GmbH following stand allocation at least seven weeks before stand construction commences with the following attachments:

- a) stand design plans (floor plans/views on a 1:50 scale)
- b) structural and material specifications must be submitted in duplicate. Any incomplete documents shall be returned to the applicant as unsuitable for inspection.

(2) In the case of special stand constructions – normally two-storey stands – the application for approval to set up a stand within the trade fair site and exhibition halls shall be submitted in writing to C³ GmbH no later than 7 weeks before the setup work begins, together with the following documents:

- a) a building application (not on a set form)
- b) structural specifications (not on a set form); they should particularly include details of the system, the design, colour, furnishings, supplies, material quality (e.g. fire protection class)
- c) construction drawings, in particular ground plans, cross-sections, views, normally on a 1:50 scale, with dimensions, and, if necessary, details on a smaller scale
- d) proof of stand safety (structural analysis) with position plans, if necessary, with test reports or any available permits.

The descriptions and calculations must be written in German and comply with the standards applicable in Germany. All the applications, plans, descriptions and calculations must be signed by the exhibitor and the drafter; the date must also be specified.

4.6 Official Permits and Legal Provisions

The exhibitor shall be responsible for obtaining all official permits, as a basic principle. It shall be responsible for ensuring that the GEMA (Performing Rights Society) requirements, as well as the trade, police, health and any other legal requirements are followed, in particular, the German Equipment Safety Act.

4.7 Setting Up and Dismantling Stands

(1) The exhibitor is obliged to adhere to the deadlines stipulated by C³ GmbH for setting up and dismantling a stand (see the Special Terms of Participation, Paragraph 1.1).

(2) If C³ GmbH discovers that the exhibitor has failed to start setting up its stand 12 hours before the opening of the event, C³ GmbH shall be entitled to assign the stand to another exhibitor or to use the stand in another manner in the interest of the overall appearance. In this case, the exhibitor must pay the full price of attendance, including any additional services on order and any costs already incurred. Furthermore, the exhibitor shall be charged the costs of decorating or filling up the space of the unoccupied stand. Any claims for compensation by the exhibitor shall be excluded.

(3) Any complaints about the location, type or size of the stand, which are not excluded by Paragraph 3.8, must be submitted in writing before starting to set up the stand, no later than the day designated by C³ GmbH for the commencement of the setup work.

(4) No stand may be fully or partly cleared before the official end of the trade fair/ exhibition. Exhibitors contravening this requirement shall be subject to a contractual fine amounting to half the stand fee.

(5) The trade fair area must be returned in its original condition no later than the time stipulated by C³ GmbH as the deadline for the completion of dismantling work. Any materials, foundations attached to the stand or the exhibition hall floor or damage or carpet tape and traces of adhesives must be fully removed without damaging the underlying surface. Otherwise, C³ GmbH shall be entitled to have this work performed at the exhibitor's expense. C³ GmbH reserves the right to assert further claims for damages. The exhibitor shall also be liable for any damage to the floor, the walls and the materials provided on a rent or loan basis.

(6) Stands or exhibition goods, which have not been dismantled or removed by the deadline specified for the completion of dismantling work, may be removed by C³ GmbH at the exhibitor's expense and stored with a forwarding agent without any liability for loss and/or damage.

(7) Trade fair and exhibition items may not be removed at the end of the event if the trade fair/exhibition organiser has exercised its right of lien on them. This information must be handed over to the exhibitor's representatives on the stand. If stand equipment and exhibits are still removed, this shall be deemed to be a breach of lien.

4.8 Operating the Trade Fair Stand

The exhibitor shall be obliged to equip the stand with the registered goods for the complete duration of trade fair/ exhibition and man it with competent personnel, unless the stand has been rented explicitly for show purposes.

4.9 Electricity, Gas, Water and Waste Water

(1) C³ GmbH shall bear the costs for general lighting.

(2) If utility connections are required, information on them can be found in the exhibitor service folder and they can be ordered on the appropriate order forms. The exhibitor shall pay for their installation and consumption. Costs shall be shared on a proportionate basis for any ring circuits. Any installation work on utility installations up to the stand connection may only be carried out by companies approved by C³ GmbH. These companies shall receive all the orders from and with the approval of C³ GmbH and shall issue invoices for the installation and consumption directly on the basis of the standard recommended rates published by C³ GmbH.

(3) The exhibitor shall be at liberty to have its own sinks, devices, fittings etc. installed on condition that these fittings comply with the relevant regulations. Water installations shall comply with all parts of the "Regulations and Guidelines for the Construction and Operation of Water Supply Systems" (DIN 1998). The connections within the stand area must also be exclusively fitted by the contract installation company specified by C³ GmbH.

The exhibitor shall be directly charged for the costs of any additional sanitary facilities on loan, such as the provision of bathroom sinks, kitchen sinks etc. or assembly work on the exhibitor's own equipment.

(4) Any connections and devices, which do not comply with the relevant regulations – in particular, those related to VDE (the Association for Electrical, Electronic & Information Technologies) and the regional power supply company – or where consumption is higher than what had been registered, may be removed or disconnected by C³ GmbH at the exhibitor's expense.

(5) The exhibitor shall be liable for any damage in conjunction with the use of non-registered connections or connections not installed at the instigation of C³ GmbH.

(6) C³ GmbH shall not assume any liability for interruptions or fluctuations in supplies of gas, compressed air, and water or the disposal of waste water, or electricity supplies to the site and exhibition halls.

5 Security

(1) C³ GmbH shall be responsible for general security, without being liable for any loss or damage.

(2) The exhibitor itself shall be responsible for supervising the stand and the exhibits and ensuring fire safety. This shall also apply during the setup and dismantling times.

(3) C³ GmbH recommends that each exhibitor should ensure that its exhibition stand is guarded during the night at its own expense. The exhibitor may request stand security personnel from the security company authorised by C³ GmbH by using the relevant pre-printed form in the

exhibitors' service folder. Stand personnel may remain at the trade fair site for no longer than 1 hour after the fair's official closing time. The exhibitor is not permitted to allow persons to remain on its stand during the night. Special security staff shall only be allowed if C³ GmbH agrees to this.

6 Cleaning

(1) C³ GmbH shall ensure that the site and the passageways at the trade fair site are cleaned.

(2) The exhibitor shall be responsible for cleaning its own stand. If the exhibitor does not have the cleaning work performed by its own personnel, an order for this work may only be placed with companies approved by C³ GmbH (see the pre-printed form in the exhibitors' service folder). Cleaning must be completed before the official daily opening time of the trade fair.

(3) The exhibitor is obliged to minimise waste and separate it according to recyclable materials. Additional waste disposal costs shall be charged under the 'polluter pays' principle.

7 Liability, Insurance and Joint and Several Liability

(1) C³ GmbH shall assume no liability for any damage to trade fair/exhibition items on display or the stand equipment or any consequential damage. If proof can be provided that damage was caused by C³ GmbH, liability shall be limited to wilful intent and gross negligence.

(2) C³ GmbH, including its legal representatives and vicarious agents, shall only be liable for wilful intent and gross negligence; liability for slight negligence shall be excluded, except in cases of injury to life and limb. The liability shall be limited to the foreseeable damage that is typical in this case. C³ GmbH shall not assume any liability for damage that was/is caused by the actions of third parties or through force majeure.

(3) The exhibitor shall be liable for any damage to persons and property that it, its legal representatives or vicarious agents cause. This liability shall particularly include damage to roads, pathways, railway tracks, entrances, gates, walls and floors at the trade fair site. The exhibitor shall be obliged to furnish C³ GmbH with proof that it has taken out liability insurance before entering the trade fair site.

(4) Each exhibitor is therefore strongly recommended to insure at its own expense its trade fair and exhibition goods, all items brought by it and its liability risk for fire, explosion, unforeseeable events and water damage. This kind of insurance may also be taken out using a general agreement provided by C³ GmbH with a major insurance company (see the relevant pre-printed form in the exhibitors' service folder).

(5) If several exhibitors jointly rent a stand, each of them shall be liable as joint and several debtors. They must designate an authorised representative in their application, who shall carry out all the negotiations with C³ GmbH. Any messages sent to the representative designated on the application form shall be deemed to be messages sent to the exhibitor – or in the case of joint stands – to the exhibitors.

8 Photography, Drawings and Filming

Commercial photography, drawing and filming on the trade fair and exhibition grounds shall only be permitted for companies/persons authorised by C³ GmbH.

9 House Rules

(1) C³ GmbH shall exercise the right to enforce house rules at the trade fair site.

(2) C³ GmbH has issued the house rules. They form an integral part of the contractual terms.

(3) Exhibitors and their employees may only enter the site and the exhibition halls one hour before the start of the trade fair. They must have vacated the exhibition halls and site within one hour of the closure of the trade fair.

(4) No persons may remain on the site overnight.

10 Forfeiture Clause

Any claims by exhibitors against C³ GmbH, which have not been submitted in writing within 2 weeks after the end of the trade fair, shall lose their validity.

11 Modifications

Any deviations from the contents of the agreement and from the General Terms and Conditions and the Special Terms of Participation for trade fairs/ exhibitions shall only be valid if put in writing.

12 Final Stipulations

(1) The mutual rights and obligations under this contractual relationship and based on this agreement shall be subject to the laws of the Federal Republic of Germany.

(2) If any provision in these Conditions of Participation proves to be fully or partly invalid, the validity of the remaining provisions shall not be affected by this. The invalid stipulation shall be replaced by one that reflects the purpose of the original stipulation.

13 Place of Performance and Jurisdiction

The exclusive place of jurisdiction between business people for any dispute arising from this agreement shall be Chemnitz Local Court, provided that the court's jurisdiction covers this, even if claims are asserted in enforcement proceedings and provided that nothing different has been specified in the Special Terms of Participation.