

Special Terms and Conditions of Participation for the care:xpo 2027 Trade Fair



1. Venue, Dates, and Hours

Venue: Nuremberg Exhibition Center
Dates: Tue 20–Thu 22 April 2027
Hours: Tue 20–Thu 22 April 2027 9:00 a.m.–5:00 p.m. daily

2. Organizer

NürnbergMesse GmbH
Exhibition Center, 90471 Nuremberg, Germany
T +49 9 11 8606-0
care-xpo@nuernbergmesse.de
www.care-xpo.de
www.nuernbergmesse.de
Managing Director: Peter Ottmann
Registered in Nuremberg Commercial Register HRB 761
Chairman of the Supervisory Board: Albert Füracker, Member of the State Parliament
Bavarian Minister of State for Finance and Home Affairs

3. Contractual Basis

The contractual basis for participation in the care:xpo 2027 trade fair consists of the Special Terms and Conditions of Participation for the care:xpo 2027 trade fair and the General Terms and Conditions of Participation (including the Supplementary Agreement) for trade fairs and exhibitions, the NürnbergMesse House Rules, the organizational (e.g., exhibitor information), technical (e.g., Online Exhibitor Shop) and other provisions sent to the exhibitor prior to the start of the event.

In the event of any discrepancies, the aforementioned provisions shall apply in the order listed above.

4. Admission/Stand Allocation Confirmation

If the exhibitor requests a stand location that differs from the stand allocation confirmation, the organizer will decide on this at its discretion, subject to availability.

Should the exhibitor cancel the stand reservation prior to the stand allocation confirmation, the exhibitor agrees to pay a processing fee of EUR 250.

For cancellations after stand space confirmation, Section 7 of the General Terms and Conditions for Trade Fairs and Exhibitions applies.

5. Exhibitors and Approved Exhibition Goods

The following are eligible to exhibit: manufacturers, importers, wholesalers, sales representatives, and publishers from Germany and abroad offering products and services that fall within the specified product categories. All exhibition goods must be listed in the application. The following are not permitted: goods that violate the provisions of industrial property law in Germany (counterfeits).

6. Conclusion of Contract and Admission

An order for booth space that is binding on the exhibitor is placed by submitting the fully completed electronic registration form.

If the organizer has sent a proposed booth assignment and the exhibitor has confirmed it, the lease agreement between the exhibitor and the organizer comes into effect upon the organizer's confirmation of the booth space.

If the organizer has not sent a placement proposal or if the organizer's placement proposal has not been confirmed by the exhibitor, the contract is concluded in accordance with the stand space confirmation, unless the exhibitor objects in writing within a period of 2 weeks after receipt of the stand space confirmation.

Should the exhibitor revoke the order for stand space before receiving the stand space confirmation. Should the exhibitor cancel the stand space order prior to receiving the stand space confirmation or object to the stand space confirmation in accordance with the aforementioned conditions, the exhibitor is obligated in any case to pay a processing fee of EUR 250.

7. Rental Rates in Exhibition Halls

per square meter of booth space (rounded up)

EUR 224	In-line stand	(1 side open)
EUR 251	Corner stand	(2 sides open)
EUR 259	Peninsula stand	(3 sides open)
EUR 271	Island stand	(4 sides open)

Pre-booking price: The stand rental fee is reduced by a discount of EUR 15/m² for complete registrations per standard stand received from April 14, 2026 through April 27, 2026.

The minimum stand area for a row stand is 9 m². The minimum stand area for a corner stand is 12 m². The minimum stand area for an end stand is 30 m². The minimum stand area for a block stand is 50 m².

The stand type depends on the floor plan; there is no entitlement to a specific stand type.

The rental price includes:

- Rental of the stand space during setup, the exhibition period, and dismantling.
- General security of the exhibition halls. General lighting of the exhibition halls. General cleaning of the aisles.

On behalf of AUMA (Exhibition and Trade Fair Committee of German Industry), EUR 0.60 per m² of stand space in the exhibition halls is collected and remitted.

The waste disposal service includes the proper removal and recycling of waste generated at the exhibition booth during setup and teardown, as well as throughout the entire duration of the trade show. The flat fee for this service is EUR 6.40/m² and is charged for an area of up to 500 m². The disposal of production waste generated during the event, entire stand elements, or complete exhibition stands must be ordered separately. Bringing in trash is strictly prohibited; violations will be billed to the exhibitor. We reserve the right to take further measures. Disposal is carried out in accordance with the Technical Guidelines.

8. Fully Equipped Rental Booth

For fully equipped rental booths, all prices are per square meter of booth space (rounded up to the nearest square meter), in addition to the rental fee for booth space in the exhibition halls (see Section 6). All images are for illustrative purposes only.

The rental fee includes:

- Rental of a fully equipped booth.

The organizer is responsible for the setup and dismantling of the complete rental booth.

The complete rental booth, including its furnishings, must not be covered with stickers, nailed, painted, or otherwise damaged. Any damage incurred during the rental period shall be borne by the exhibitor and will be invoiced.

The basic version of the fully equipped rental booth can be supplemented with additional equipment from the same system for an extra charge.

Login credentials for the online Exhibitor Shop, containing detailed information on additional services as well as order forms, will be sent to the exhibitor in a timely manner.

9. Terms of Payment

Upon confirmation of registration, the exhibitor may be charged an advance payment in the amount of 25% of the estimated booth rental fee.

Upon confirmation of the stand space, the exhibitor will be billed for the total stand space rental amount, with the advance payment credited toward this total. The advance payment will be refunded if no admission is granted and no stand space confirmation is issued.

Invoices are due on the date specified on the respective invoice and payable without deduction. All payments must be made in euros, free of charges, and must include the invoice number.

If the exhibitor provides a different billing address on the registration form, they authorize the specified person/company to receive the invoice and other payment requests. This does not release the exhibitor from its payment obligation.

Issuing an invoice to a billing recipient other than the contractual partner or service recipient is only permissible if the invoice clearly, unambiguously, and comprehensibly indicates who the actual recipient of the service is and that the invoice recipient is merely the postal addressee of the invoice. For this reason, NürnbergMesse issues the invoice to the invoice recipient you have designated with the addition "c/o," cf. Section 14.5(3) sentence 1 et seq. of the Value-Added Tax Application Decree.

NürnbergMesse may charge a processing fee of EUR 50 for subsequent changes to the invoice for which the exhibitor is responsible. A claim to the allocated booth space exists only after full payment of the invoices. Proof of payment must be provided by the exhibitor.

The exhibitor agrees to the organizer sending invoices via email (electronic invoicing). If the exhibitor does not wish to receive electronic invoices, they may object to this in writing or in text form.

10. Insurance

The exhibitor is generally required to ensure adequate insurance coverage on their own. It is recommended that exhibitors purchase exhibition insurance to cover transportation and storage risks; such coverage can be arranged through a framework agreement facilitated by the organizer.

11. Setup and Teardown, Badges

Setup: Fri 16–Mon 19 April 2027 7:00 a.m.–7:00 p.m. daily

Teardown: Thu 22 April 2027 5:00 p.m.–midnight
Fri 23–Sat 24 April 2027 7:00 a.m.–10:00 p.m. daily

Access to the halls during setup and dismantling is only permitted with special passes. These passes are not valid for the duration of the event.

The exhibitor agrees to adhere to the specified times, in particular to completely clear their booth space by no later than Saturday, April 24, 2027, at 10:00 p.m. Should the exhibitor fail to meet this obligation and this results in a conflict with the setup of the subsequent event, the exhibitor is obligated to bear all costs incurred as a result.

12. Booth Design

The exhibitor is solely responsible for the booth's furnishings and design.

The exhibitor agrees to comply with these requirements. In the event of non-compliance, the organizer or the affected neighboring exhibitors may be entitled to claim damages.

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The technical guidelines, which can be found on the event website, govern the design and layout of exhibition booths. Booths whose inadequate design detracts from the overall appearance of the trade show or the hall will not be approved by the organizer and will be subject to appropriate requirements. Exhibition booths larger than 400 m² are generally subject to approval.

Transparency

The overarching principle guiding the design of all exhibition booths is transparency. At least 50% of the total length of the sides facing the aisles must be freely accessible and must not be obstructed.

Floor Coverings

Exhibitors must cover the floors of their booths with a suitable flooring material (e.g., carpet, hardwood, PVC). Please refer to the technical guidelines in this regard. Floor coverings in the exhibition booths may only be double-sided adhesive tape (exclusively solvent-free adhesive tape: tesafix No. 4964).

Booth Partition Walls

The booth partition walls (hardboard structure) may only be treated with water-soluble adhesives and must not be painted without first being wallpapered. After the event, wallpaper or other wall coverings must be removed by the exhibitor. Otherwise, the stand partition walls will be cleaned at the exhibitor's expense. All other booth partition walls, floors, hall walls, columns, installation and fire protection equipment, as well as other permanent hall fixtures, may not be covered with adhesive, painted, or otherwise damaged. Any damage shall be borne by the exhibitor and will be billed.

Pillars

Any pillars located within the booth area, as well as utility and fire safety equipment, are considered part of the allocated booth space and must be accessible at all times.

Front panel

If a rental exhibition booth is not used, the installation of a front panel on all open sides of the booth area is required. The front panel may be omitted if the required booth quality is ensured by other means.

Minimum Height – Maximum Height – Advertising Media

The minimum height is 2.50 m. The rear sides of booth partitions, advertising media, or other design elements facing the neighboring booth that exceed 2.50 m in height must be painted in a neutral, muted color and kept clean. The back walls must be clean, uniformly designed, and visually flawless and must not contain any text or graphics. The maximum height for booth construction and client-provided installations is generally 5.50 m/5.80 m measured from the hall floor and must not be exceeded. The relevant hall plans and legends may result in a reduction of the maximum heights mentioned above.

Two-story Booth Construction

Option 1:

Two-story booth construction is not permitted.

Option 2:

Two-story booth construction may be permitted on a case-by-case basis with a minimum floor area (at ground level) of m² upon special request. The relevant application forms must be requested from the organizer. The special request must be approved by the organizer. In addition, the exhibitor must obtain the necessary building authority permits. In the interest of the overall event and for safety reasons, two-story booth construction may be rejected. The booth rental fee increases by 50% for the built-up booth area. In principle, there is no legal entitlement to two-story booth construction.

Additional Requirements

The organizer reserves the right to impose additional requirements regarding booth design.

13. Exhibitor Badges

Each exhibitor will receive, based on the size of their exhibition booth, for the necessary booth and service staff: up to 10 m² of booth space 3 badges and one additional badge for every additional 10 m² or portion thereof, free of charge, but no more than 10 badges. Each registered co-exhibitor will receive 2 exhibitor badges.

These passes are valid for the duration of the event as well as for the setup and teardown periods. Any additional exhibitor passes required may be purchased by authorized persons for a price of EUR 25, including applicable VAT. After the event, the exhibitor will be billed only for the exhibitor passes actually used, minus the free allocation.

14. Marketing Services for Direct and Co-Exhibitors

The organizer provides each exhibitor with marketing services that include the following benefits. The exhibitor agrees to purchase the marketing services for a price of EUR 679. Billing will be issued with the Booth rental fee. No price reduction can be granted if only partial services are utilized.

The Marketing Services include the following: The exhibitor is solely responsible for the information and other materials provided by them, in particular visual

materials. They indemnify the organizer against all claims by third parties that may be asserted in connection with the materials submitted.

Using the TicketCenter:

- Voucher codes (electronic admission voucher codes) for personally inviting your customers. All redeemed voucher codes are free of charge and will not be billed.
- Invitation statistics: Reporting on redeemed voucher codes, pre-registered visitors, and no-shows before, during, and after the event within the TicketCenter.
- Badge management for your booth staff and service providers: Register your exhibitor badges and setup/teardown badges

Lead Tracking/Visitor Registration

The organizer provides each exhibitor with a license to use the LeadSuccess lead management tool on a smartphone. Additional licenses and/or devices with the app pre-installed can be booked in the exhibitor area as needed.

Online listing in the exhibitor directory

The organizer provides each exhibitor with an online profile at www.care-xpo.de that includes the following services. This online profile will remain available online for at least six months after the event.

- **Company profile:** basic company information (name, address, contact details) as well as additional customized information (e.g., logo, company description of 4,000 characters, publication of a PDF download, e.g., press release).
- **2 product/service profiles:** consisting of a product description (4,000 characters), images, and designation as a new product.
- Inclusion of the company name and booth number in the **hall plans** on the website.
- **Online banner** available for download.
- **Link** from the trade show website to the exhibitor's website. The exhibitor provides a **reciprocal link**.

Additional Services:

- Display of the exhibitor's press releases in the Press Center
- Licensed and free use of care:xpo digital assets (logos, ads, banners, social media graphics, etc.) (download area at www.care-xpo.de)
- Inclusion of the exhibitor's company name and booth number in the trade show guide (distributed free of charge to all visitors).

The client is responsible for the content of the above-mentioned entries and any damages that may result therefrom. The client is also responsible for the legal admissibility of the materials provided for the insertion. The trade fair guide and www.care-xpo.de are published by the organizer. NürnbergMesse and its vicarious agents apply the customary business diligence when receiving and reviewing the entries in the trade fair guide and on www.care-xpo.de, but are not liable if they are misled or deceived by the client. NürnbergMesse and its vicarious agents shall be liable for omissions, misprints, or errors of any kind only if such defect was demonstrably caused by willful misconduct or gross negligence. Obvious defects must be reported by the client to the publisher no later than two weeks after the start of the trade fair. Claims by the client for defects and/or damages expire after one year. The start of the statute of limitations period is governed by statutory provisions.

15. Co-exhibitors

Co-exhibitors are companies that participate with their own staff and their own product range at the exhibitor's booth (= direct exhibitor). Their independent status must be clearly recognizable even without a physical partition.

Co-exhibitors may only be admitted if the information requested on the registration form for co-exhibitors is fully completed and complies with the terms and conditions of participation for the event.

If a co-exhibitor's registration is canceled, the direct exhibitor agrees to pay a processing fee of EUR 250. The organizer provides each co-exhibitor with marketing services, including online and other services (**see Section 14 for services**).

The exhibitor undertakes, for each co-exhibitor registered by them, to pay a participation fee and to accept the marketing services at a total price of **EUR 909**.

Billing will occur with the booth rental invoice or at a later date. No price reduction can be granted if only partial services are utilized.

16. Exhibitor Claims, Written Form, Place of Performance, Jurisdiction

All claims by the exhibitor against the organizer must be asserted in writing (Section 126b of the German Civil Code (BGB)). The statute of limitations begins on the last day of the event. Agreements that deviate from these terms and conditions or the supplementary provisions must be in writing (§ 126b BGB). German law and the German text shall apply exclusively. The place of performance and venue of jurisdiction is Nuremberg. However, the organizer reserves the right to assert its claims before the court of the place where the exhibitor has its registered office.

Special Terms and Conditions of Participation for the care:xpo 2027 Trade Fair

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17. Prohibitions

- No booth may be completely or partially cleared before the end of the trade fair. In the event of violations, NürnbergMesse is entitled to impose a penalty of EUR 500 on the exhibitor and/or to deny the exhibitor admission to the following event.
- The sale of food and beverages for immediate consumption must be approved separately. Disposable tableware and cutlery are prohibited.
- Animals are not permitted on the exhibition grounds.
- Exhibitor badges may only be issued to the exhibitor's employees working at the booth.
- The exhibitor is responsible for arranging the delivery of all goods and materials required for the trade show appearance. Packages addressed to the organizer for participation in the event will therefore not be accepted, but will be returned to the specified shipping address at the exhibitor's expense.

General Conditions for Participation in Fairs and Exhibitions

As per February 2026

In case of disagreement, the Special Conditions for Participation shall have priority over the General Conditions for Participation.

1. Application

Applications to exhibit at a fair or exhibition (event) must be made on the official printed application form, which must be accurately completed and signed in a legally effective manner. Alternatively the application can be effected online by accurately completing and sending the online form and if need be additional confirmation of a link received by e-mail. Such an application constitutes a contractual offer to the organizer and cannot be endorsed with conditions and restrictions, particularly with respect to desired stand positions, which do not represent a condition for participation. By signing this form or sending the online form more specifically additional confirmation of a link received by e-mail, the General and Special Conditions for Participation are recognized as binding and included into the contractual offer by the applicant, who is also responsible and liable for adherence to the said conditions by persons employed by him at the event. The organizer is not obligated to apply in the online portals of the exhibitor or to complete the supplier forms or any other forms/questionnaires of the exhibitor.

2. Admission/Stand space confirmation

2.1 Admission of exhibitors and listed exhibits is a matter for the sole discretion of the organizer, who will confirm same in a written or text form stand space confirmation (e.g. e-mail).

The contract comes into force on confirmation of admission. Reservations or conditions stipulated in the application are invalid without the written confirmation of the organizer. If the content of the confirmation of admission differs significantly from the content of the application form, the contract is concluded in accordance with the confirmation of admission if the exhibitor does not object in writing within 2 weeks of receipt. In this case, the organizer will be obligated to specifically inform the exhibitor of the two-week objection period and the consequences of the lapse of the prescribed period in the stand space confirmation.

A legal entitlement to admission does not exist. If the number of suitable applications received by the organizer before the application deadline exceeds the amount of space available, admission will be decided at the discretion of the organizer. The organizer is also entitled to limit the listed exhibits. Admission applies only to the listed exhibits, the exhibitors specified in the stand space confirmation and the space stated therein. Other items than those listed and admitted cannot be exhibited.

An exhibitor who has previously failed to settle his financial obligations to the organizer or settle them punctually may be excluded from admission.

2.2 If economic sanctions have been imposed by the EU, Germany, other EU/EEA states, or the United States against the country in which the exhibitor has its registered head office or from which the exhibitor's products originate (e.g., due to wars that violate international law, war crimes or the like), the exhibitor may be excluded from admission completely or with respect to individual products to the extent that the organizer or other trade fair participants cannot be reasonably expected to tolerate an admission of the exhibitor. This shall also apply if the economic sanctions do not prohibit participation in the event. Moreover, companies listed on the Consolidated Sanctions List of the European Union (CFSP) or another sanctions list of the EU, the United States, or an EU/EEA state are not entitled to participate. By filing the application, the exhibitor confirms that its owner, managing director, shareholders, and other economic beneficiaries of its company are not listed on any one of the above-mentioned sanctions lists.

2.a Code of Conduct for Business Partners of the organizer/Termination in case of violations

2.a.1 With respect to the collaboration with business partners, the organizer refers to the basic principles of business activity set out in the Code of Conduct for Business Partners (available for viewing at www.nuernbergmesse.de > Company > Compliance > Our Code of Conduct for Business Partners). The exhibitor declares its acceptance of these basic principles and assures that it will not use child labour and forced labour in its business activities and that it will refrain from any form of discrimination on the basis of ethnic background, religious affiliation, gender, age, or sexual orientation.

2.a.2 Subject to the conditions set out in Article 5 of the Code of Conduct for Business Partners (available for viewing at: www.nuernbergmesse.de > Company > Compliance > Our Code of Conduct for Business Partners), the organizer may terminate the contractual relationship with the exhibitor without notice if the exhibitor violates this Code of Conduct.

3. Allotment of space, subsequent alteration of stand space

3.1 The space allotment will be done by the organizer in accordance with the product groups and arrangement of the event concerned and subject to the space available. Siting requests made in the application form will be considered as far as possible. Order of receipt of applications will not be the sole deciding factor for allotment of space.

3.2 The organizer is entitled to subsequently alter the shape, size, dimensions, and position of the stand space allotted to the exhibitor to the extent required for reasons of safety or public order, the more efficient utilization of rooms and areas, to avoid gaps in the exhibition areas (e.g., due to cancellations), or for

compelling or technical reasons for which the organizer is not responsible, and insofar as such an alteration is reasonably acceptable to the exhibitor. The organizer must immediately notify the exhibitor of the necessity of such a measure and, if possible, offer an equivalent stand space. If the subsequent alteration results in a smaller stand rent, the corresponding proportion of the stand rent will be refunded to the exhibitor. Otherwise, the exhibitor will not be entitled to derive any further rights from a subsequent alteration according to item 3.2.

3.3 Exhibitors must accept that the location of other stands at the beginning of the fair or exhibition may have altered since the time of admission; no claim may be made on account of such alterations.

3.4 Exchanging the allotted space with that of another exhibitor or transfer to a third party, even only in part, is permitted only with the prior consent of the organizer. If an exhibitor transfers its stand space, even only in part, to a third party, or allows the third party to jointly use the stand space without the written consent of the organizer, the organizer shall be entitled to terminate the participation agreement without notice for good cause and close the stand.

In this case, neither the exhibitor nor the third party shall be entitled to assert claims for damages against the organizer.

4. Joint exhibitors

Stand spaces are hired only as complete spaces and only to one contractual partner. Exceptions may be made to this rule, if necessary.

If several exhibitors wish to share a stand space, they must name a representative in their application form who is authorized to act on their behalf in negotiations with the organizer.

5. Co-exhibitors

5.1 The use of the stand space by other companies with their own products and personnel ("co-exhibitors") requires

- a registration of the co-exhibitor by the direct exhibitor, which
- must be confirmed by the co-exhibitor, and
- explicit admission by the organizer.

The admission of one or more co-exhibitors is subject to an additional fee. Moreover, reference is made to Item 3.4.

5.1a Distinction between direct exhibitor and co-exhibitor

The direct exhibitor is the contractual partner that rents the stand space directly from the organizer. The direct exhibitor must be clearly identifiable in the leased stand space at all times, particularly by the clear visibility of its own company name, its own offering, and its own personnel present at the stand during the entire duration of the event. The stand space must be primarily and visibly occupied by the direct exhibitor itself.

Deviations from these requirements shall only be permitted if the organizer has approved exceptions explicitly in advance, as in the case of organized pavilions or comparable special formats, for example.

The co-exhibitor is a company that appears in the stand space of the direct exhibitor with its own offering and its own personnel without being itself a contractual partner of the organizer.

The co-exhibitor is not permitted to build its own stand. The allotted stand space may not be sub-divided into separate presentation areas either structurally or in terms of design or organization in such a way that would give the impression of independent or structurally separate stands.

If such an appearance is created, the organizer shall be entitled to demand an immediate adjustment of the stand or to revoke the admission of the co-exhibitor. Moreover, the organizer reserves the right not to admit the exhibitor to future events.

5.2 Responsibility

The direct exhibitor shall be responsible for the fulfilment of all exhibitor obligations by the co-exhibitor or co-exhibitors, in addition to the co-exhibitor itself, if applicable.

5.3 Collection and disclosure of data

Personal data and structural data of the co-exhibitor are collected for the application.

By registering the co-exhibitor, the direct exhibitor warrants that it is sufficiently authorized to disclose these data.

6. Stand rental, lien

Stand rentals and terms of payment are shown in the Special Conditions for Participation.

Payment of the stand rental must be made in accordance with the dates laid down before the allotted space may be occupied. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing.

The organizer is entitled to exercise his right of lien and sell any distrained property on the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.

General Conditions for Participation in Fairs and Exhibitions

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7. Withdrawal of application, cancellation of part of stand space

If the exhibitor withdraws his application, cancels part of the stand space or does not participate in the event, the organizer is entitled to use the hired stand space or the cancelled part of the space for other purposes and relet to third parties. Any cancellation declarations made by the exhibitor must always be made in writing or in text form.

If the exhibitor possesses no mandatory withdrawal or termination right, he still remains obliged to pay the following cancellation fee on cancellation or partial cancellation after admission has been confirmed:

- up to 90 days before the start of the event: 50% of the agreed stand rental,
- up to 30 days before the start of the event: 80% of the agreed stand rental, and
- less than 29 days before the start of the event the full amount of the agreed rental for the cancelled stand space.

In each of the above cases, the exhibitor retains the right to prove that the organizer has saved costs not considered in the deduction and has benefited as a result of the cancellation, partial cancellation or non-participation. If other free spaces of the size let to the exhibitor are still available for the event, the exhibitor may not normally claim that the organizer has benefited from reletting the stand space or part of it or using it for other purposes, especially in terms of the rental obtained.

8. Cancellation of admission

8.1 The organizer is entitled to cancel confirmation of admission and relet the space elsewhere in the following cases:

- a) The stand is obviously not occupied in good time, i.e. at least 24 hours before the official opening of the event.
- b) The exhibitor fails to pay the stand rental at the agreed time and allows a period of grace granted by the organizer to lapse without result.
- c) The exhibitor commits a serious violation of the General or Special Conditions of Participation, the Technical Guidelines, or other provisions.
- d) The exhibitor commits a serious violation of the organizer's site regulations.
- e) The conditions for admission are no longer met by the registered exhibitor or the organizer subsequently becomes aware of grounds that would have justified refusal of admission had they been known in good time. In this case, the exhibitor must be given an adequate opportunity to comment before the revocation.

In cases c) and d), an unsuccessful notice of warning or unsuccessful lapse of a grace period granted to remedy the deficiency will be required except when this is unnecessary according to Section 543 (3) sentence 2 BGB.

8.2 In all cases of Item 8.1, the organizer reserves the right to assert claims for damages. In the cases of Items 8.1. a) to d), the exhibitor will at least owe the respective cancellation fee by analogous application of Item 7. The exhibitor may derive no claims against the organizer from the revocation of admission.

8.3 The organizer's right to terminate the contractual relationship without notice for good cause in accordance with the legal regulations remains unaffected by the present Item 8.

8.4 If the exhibitor does not close its stand after revocation of admission or termination without notice for good cause by the organizer despite the organizer's request to close it, the organizer may close the stand itself by way of self-help.

9. Cancellation of rental exhibition stands and other services

Once admission has been confirmed, the exhibitor must pay charges even if he withdraws his application or does not exhibit. The organizer also reserves the right to assert claims for damages. If the exhibitor cancels the order for rental exhibition stands and/or other services, a cancellation fee is payable in accordance with the Terms and Conditions for Services of NürnbergMesse GmbH.

The exhibitor retains the right to prove that the requested compensation for costs incurred is too high.

10. Exclusion of exhibits

The organizer is entitled to demand the removal of items which have not been listed in the application form or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. If this demand is not complied with, the said items will be removed by the organizer at the expense of the exhibitor. If a violation of industrial property rights by an exhibitor is proved (e.g. on the grounds of a valid court ruling against the exhibitor), the organizer may exclude the exhibitor from participating in a subsequent event.

11. Stand assembly, equipment and design

Stands must conform to the overall layout of the exhibition. The organizer reserves the right to forbid the erection of stands which are unsuitable or inadequate or to alter them at the exhibitor's expense.

Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the event. Stand fitting must be completed at the latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. The organizer will be entitled to use for another purpose any exhibition areas on which assembly has not yet begun by 3:00 p.m. of the last assembly day. In this case, the organizer will have the right to charge the resulting costs to the exhibitor. Removal of

exhibits or dismantling of stands before the end of the event is not permitted. Names and addresses of exhibitors must be clearly displayed on the stands. In case of discrepancies, the Special Conditions for Participation prevail over the General Conditions for Participation.

The approval of the organizer is needed if stand constructions exceed the specified height limits for stands. Consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted.

After the official closing of the event or after a measure according to item 12.1 or 12.3 was taken that did not involve a continuation of the event, basic items, insofar as these have been provided by the organizer, must be returned undamaged and in their original condition. Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the exhibitor.

12. Cancellation, change of place or time, interruption, closure of the event

12.1 After contract formation, the organizer may cancel the event in full or in part, change the location or time, or shorten, discontinue, interrupt or close the event if it is impossible to hold the event at the event location and/or at the event time in full or in part (according to Section 275 (1) - (3) German Civil Code (BGB)) or if there is a valid reason and the organizer or its vicarious agents are not responsible for the valid reason. The interruption includes the possibility of delaying the end of the event to compensate for the interruption in full or in part.

12.2 A valid reason within the meaning of item 12.1. exists

- when there are sufficient indications that holding or continuing the event would entail an unacceptable, concrete risk to life, limb or health, or
- when there are sufficient indications that holding or continuing the event would entail a concrete risk of considerable property damage, or
- if holding or continuing the event would be considerably impaired in full or in part or if such a considerable impairment is likely by reason of a natural event, war, pandemic, epidemic, terror risk or attack, labour dispute, limitation of transportation, utility and/or communication connections, unexpected limitation of the usability of the event space, travel restrictions, official orders, official recommendations or restrictions, or force majeure. A considerable impairment exists when the event cannot be held as planned and for that reason the purpose of the event for visitors, exhibitors and organizers cannot be achieved or only with significant restrictions.

12.3 After contract formation, moreover, the organizer may also cancel the event up to eight weeks before the start of the event if more than 60% of rented stand space or more than 60% of registered exhibitors (including co-exhibitors) compared to the registration status at the time of general distribution of approvals/stand area confirmations are eliminated due to the refusal or cancellation of other exhibitors, so that the event can no longer represent significant parts of the industry and therefore the purpose of the event for visitors, exhibitors and organizers cannot be achieved or only with significant restrictions.

12.4 The organizer shall decide at its reasonable discretion whether a measure will be taken and what measure will be taken according to item 12.1 or 12.3, also in consideration of the legitimate interests of visitors and exhibitors. If holding the event is completely impossible in accordance with Section 275 BGB, the organizer shall likewise always be entitled to cancel the event.

12.5 The organizer shall be obligated to immediately inform the affected exhibitors of a measure according to items 12.1 or 12.3.

12.6 If the event is cancelled before it begins according to items 12.1 or 12.3, the organizer and the exhibitor shall be released from their reciprocal contractual performance obligations. Any already paid stand rent and the remuneration for services agreed between the organizer and the exhibitor shall be refunded to the exhibitor.

12.7 If the event is discontinued, interrupted, shortened or closed after it has begun according to item 12.1, the organizer shall be released from its contractual performance obligation from this time onward or for the period of interruption. The stand rent shall be reduced in the ratio of the discontinued event duration to the planned total duration of the event. Reduction of stand rent shall be excluded in the event of an immaterial shortening or interruption of the event of up to 15% of the event duration. If the interruption is compensated by a delay of the end of the event, the stand rent will not be reduced. Any overpaid stand rent shall be refunded to the exhibitor. Insofar as services agreed between the exhibitor and the organizer can no longer be provided due to the measure according to item 12.7 sentence 1 (e.g. discontinuation) or insofar as the provision of the not yet provided portions of services has become pointless as a result of the measure, the exhibitor shall only owe the remuneration attributable to the provided portion of the services. In case of an impossibility for which the organizer or one of its vicarious agents is responsible, the organizer shall not be entitled to the remuneration insofar as the exhibitor has no interest in the already provided portion of the service. Any overpayment of remuneration shall be refunded to the exhibitor.

The exhibitor shall owe the full remuneration for the service of individual stand construction as soon as the stand construction is completed.

12.8 If the event is shortened or if the place or time of the event is changed before it begins according to item 12.1, without the consent of the exhibitor, and if

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the exhibitor is consequently no longer interested in participating in the event, the exhibitor will be entitled to rescind the contract. The rescission may only be declared immediately, but at the latest within 14 days after notification of the change or shortening, to the organizer in text form. If the exhibitor declares the rescission in due time, item 12.6 shall apply accordingly. If the exhibitor does not declare the rescission in due time, the services agreed between the exhibitor and the organizer shall also be performed at the new date.

- 12.9** If the event is cancelled, discontinued, interrupted, shortened, the location or time of the event is changed or the event is closed only partially (e.g. in relation to a certain hall), the legal consequences of items 12.6 to 12.8 shall only apply in relation to the exhibitors directly affected by the measure according to item 12.1. The exhibitors in those parts of the event that are held without changes shall still be obligated to pay the full stand rent.
- 12.10** The exhibitor may not assert claims for damages or claims for reimbursement of expenses on the basis of a measure according to items 12.1 or 12.3; claims of the exhibitor based on impossibility according to Section 275 BGB for which the organizer or one of its vicarious agents is responsible remain unaffected by this – although subject to the limitations of item 19.
- 12.11** Any further rights of the organizer based on frustration of contract according to Section 313 BGB remain unaffected by this item 12.
- 13. Assembly and dismantling passes, exhibitor passes**
Passes for exhibitors and workmen employed during the period of stand construction and dismantling will be issued to the exhibitor, if applicable. The validity of these is limited solely to the assembly and dismantling periods and does not cover admission during the event.
A limited number of free exhibitor passes will be issued to exhibitors and their employees for the period of the event.
These passes will be made out in the name of the persons concerned and must be signed. They are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their being withdrawn.
The number of passes issued is not increased by the inclusion of co-exhibitors. Additional passes are obtainable against payment.
- 14. Advertising**
Advertising of all kinds is allowed only within the stand space rented by the exhibitor for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the application form and admitted.
The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the written consent of the organizer.
Advertising outside the stand space rented by the exhibitor is only possible as part of the advertising and sponsoring measures offered by the organizer. Advertising of a political nature is forbidden.
- 15. Photographs, drawings, films**
The organizer is entitled to have photographs, drawings and films made of the exhibition, exhibits and exhibition constructions and stands and to use these for publicity or press purposes without exhibitors being able to object for any reason. This also applies to photographs produced directly by the press or television with the consent of the organizer.
For photographs, drawings and films of stands against payment, exhibitors must only use service contractors authorized by the organizer and in possession of a relevant permit. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours.
Exhibitors are not permitted to produce photographs, drawings and films of the stands and exhibits of other exhibitors.
- 16. Direct selling**
Direct selling is not allowed unless expressly permitted by the Special Conditions for Participation, in which case objects for sale must be marked clearly with their prices. Exhibitors are responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with regulations.
- 17. Cleaning and stand space clearing**
The organizer is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of exhibitors and must be completed daily before the opening of the event. Exhibitors are to use the service contractor engaged by the organizer for stand cleaning.
If the stand space is not cleared by the end of the official dismantling period, the organizer shall be entitled to charge a fee of EUR 300 per m². The organizer is also entitled to dispose of exhibition stands and/or exhibits left behind at the exhibitor's expense. The organizer accepts no liability for damage to, or loss of exhibition stands and/or exhibits left behind.
- 18. Supervision**
The organizer will arrange general supervision in the exhibition centre. This shall not affect the liability provisions of item 19.
The exhibitor is responsible for the supervision of his stand and his exhibits himself.

Exhibitors are strongly recommended to make their own arrangements for the security of their stands and exhibition items and effect appropriate insurance cover. Valuable items which can be easily removed should be locked away at night.

Additional stand supervision is available at the exhibitor's own expense by using the service contractor engaged by the organizer.

19. Liability, insurance, accident prevention

- 19.1** The organizer bears unlimited liability only in cases of intent or gross negligence and for damages due to loss of life, bodily injury or damage to health.
In all other cases the organizer shall be liable only
- in the event of a breach of cardinal obligations. Cardinal obligations are obligations of fundamental importance for the proper execution of the contract and which the exhibitor can expect to be regularly fulfilled;
 - if the organizer is legally obliged to take out liability insurance cover or this is usually the case;
 - if the organizer has claimed a special degree of trust or occupies a qualified position of trust.
- In these cases, however, the organizer is only liable for typical foreseeable damage (hence not usually liable for consequential damage) and then only up to a limit of EUR 100,000 for each case of damage. The liability limitation applies only to businessmen, juristic persons under public law and special public assets. Moreover, liability due to slight or ordinary negligence is excluded. This liability limitation also applies to the conduct of the organizer's performing and vicarious agents.
- 19.2** The exhibitor/co-exhibitor or joint exhibitor is liable for any damage to persons or objects caused culpably by himself, his employees, his representatives or his exhibits and equipment.
- 19.3** The exhibitor is fundamentally obligated to obtain adequate insurance protection himself. It is recommended that the exhibitor takes out exhibition insurance to cover the transport and sojourn risk. Such insurance can be arranged by the organizer under a framework agreement.
- 19.4** The exhibitor is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. The organizer is entitled to prohibit the exhibition or operation of machinery and/or equipment at his discretion.
- 20. Protection of industrial property rights**
Protection of copyright or other patent rights of exhibits is the responsibility of the exhibitor. A six-months period of protection from the beginning of an exhibition by reason of the law relating to the protection of inventions, samples and trade marks of 18 March 1904 (RGrBl. page 141) only takes effect if the Federal Minister of Justice has published a relevant announcement in the Bundesgesetzblatt (Federal Law Gazette) for the event concerned (see Special Conditions for Participation, Exhibition priority).
- 21. Domiciliary right and house rules, contraventions, no-smoking policy**
Exhibitors agree to accept the domiciliary right of the organizer during the event in all parts of the exhibition centre. The house rules of the organizer must be observed. The instructions of the organizer's employees and representatives of the organizer, who possess official identity cards, must be complied with. Contraventions of the General and Special Conditions for Participation or instructions within the framework of the domiciliary right and the house rules shall entitle the organizer, if such contraventions continue after warning, to immediate closure of the stand at the exhibitor's own risk and expense and without claim to compensation.
There is a general smoking ban on the entire exhibition grounds. Smoking is only permitted in specially marked areas.
- 22. Place of fulfilment and jurisdiction**
The place of fulfilment is Nuremberg. The same applies to the place of jurisdiction when the exhibitor is a merchant in his own right or a juristic person under public law or does not have a general inland place of jurisdiction. The organizer is also entitled to take legal proceedings against the exhibitor at the exhibitor's general place of jurisdiction.
- 23. Data protection notice**
Personal data will be processed by the organizer as the controller within the meaning of data protection law, and where applicable by our ServicePartners, with due regard to the data protection regulations applicable to the support and information provided to customers and interested parties and the performance of the offered services (legal basis: Art. 6 para. 1 letter b EU-GDPR).
In accordance with the principle of data minimisation and data avoidance, only that data which is absolutely necessary for the aforementioned purposes will be processed. Personal data will of course be treated as confidential and protected as best as possible by means of appropriate security measures. Only authorised persons engaged in providing technical, commercial and customer administration support will have access to your data. Naturally, appropriate job processing agreements have been concluded to the extent legally required.

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Personal data will be retained until the contractual relationship with the organizer is terminated and also until the data is no longer needed for other legal reasons (e.g. due to statutory retention periods).

Every exhibitor has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfilment of the legal conditions, information, rectification, erasure or restricted processing, object to the processing or assert his right to data transferability. NürnbergMesse GmbH or its data protection officer will be glad to answer any questions on this subject. You can find additional information on the subject of data protection, particularly including the relevant contacts, at nuernbergmesse.de/en/data-protection.

24. Data use for promotional purposes

The organizer has an interest in cultivating the customer relationship with its exhibitors and providing them with information and offers about its own similar events and services or those of its subsidiaries. Therefore, the data transmitted with the submission of the application (company name, address, telephone/fax number and e-mail address) will be processed by the organizer itself and where applicable transferred to its ServicePartners and subsidiaries and processed by them in order to transmit appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GPDR.

Objection to the transfer and use of data for purposes of direct promotion can be notified to the organizer at any time; this also applies to profiling if it is directly related to the direct advertising. Once the objection is notified, the data will no longer be processed for this purpose. The objection can be notified without observing formal requirements and without indication of reasons and without incurring separate costs aside from the customary transmission costs at basic rates.

You can find additional information on the subject of data protection, particularly concerning the exercise of your rights as a data subject and relevant contacts, at nuernbergmesse.de/en/data-protection.

25. Data usage for test purposes

The organizer always endeavours to ensure the best possible experience in working with the software tools and platforms it provides. For this purpose, all products undergo different test phases (function test, load test, integration test, user test, performance test) before they are approved for use in order to ensure that the requirements for security, user friendliness, and freedom from defects can be guaranteed. The genuine data used for test purposes (i.e., the data provided with the submission of the application) are exported from the productive system to the test system. It is guaranteed that no data from the test system make it back to the productive system. Upon the conclusion of the test phase, the data in the test environment are erased again.

The legal basis is Art. 6 para. 1 letter f EU GDPR. Data subjects may always object to the use of data for test purposes vis-à-vis the organizer. When an objection is raised, the data may no longer be processed for this purpose. The objection can be filed informally without indication of reasons and no costs will be incurred aside from the regular transmission charges according to basic rate plans.

You can find additional information about data protection, particularly on the subject of exercising your data subject rights and ways you can contact us, at nuernbergmesse.de/en/data-protection.

26. Severability clause

If any provisions of these Conditions for Participation are partially void or incomplete, this shall not affect the validity of the remaining provisions and the contract. In such cases, the parties agree to replace the void or missing provision by a provision that most closely relates to the business purpose intended by the parties.