

1. Scope

These General Rental Terms and Conditions of NürnbergMesse GmbH (hereinafter the "Lessor") for the rental of spaces during trade fair events (hereinafter the "Rental Terms and Conditions") apply to the rental of separate spaces (hereinafter: rental object or objects) of the Lessor by exhibitors (hereinafter: the "Lessees") during own or partner events (hereinafter: the "events") of the Lessor.

2. Conclusion of contract

- a) The rental contract enters into force when the exhibitor accepts the offer of the Lessor (hereinafter: the "rental contract").
- b) The subject of the rental contract comprises the spaces designated in the final offer of the Lessor.
- c) By accepting the offer, the Lessors acknowledge these Rental Terms and Conditions with binding effect.
- d) The rental contract is solely governed by these Rental Terms and Conditions. Other opposing general terms and conditions of the Lessee shall not be part of the contract unless the Lessor has expressly consented to their applicability in writing. The Rental Terms and Conditions apply also if the Lessor performs the rental contract unconditionally in knowledge of terms or conditions of the Lessee that oppose or differ from the General Terms and Conditions.
- e) In case of disagreement between the Rental Terms and Conditions of the Lessor with the agreements made in the offer, the provisions agreed in the offer shall take precedence.
- f) The reservation of spaces does not establish a claim to conclude a rental contract.

3. Type of use

The rental object may only be used for the agreed purpose and to the agreed extent. Use changes require the written consent of the Lessor.

4. Condition of the rental object

The rental object shall be made available to the Lessee in the agreed form and with the agreed facilities and in proper condition for the duration of the rental period. If the Lessee raises no objections upon taking possession of the rental object, the rental object shall be deemed to have been taken over in flawless condition.

5. Rent

- a) The rental fee covers all items indicated in the offer. Other services must be ordered and paid for separately by the Lessee.
- b) The rental fee covers the cleaning of the rental object under conditions of normal soiling. In the case of excessive soiling, the Lessor shall be entitled to charge the Lessee for the extra cleaning costs. The same applies to waste disposal.
- c) The rental indicated in the offer applies for the period of time indicated in every case.
- d) If a prior (partial) rent payment was agreed, the Lessor shall be entitled to refuse transfer of the rental object to the Lessee until the Lessee has fulfilled the payment obligations agreed in the rental contract.
- e) The Lessee may not set off a counter-claim against the rent unless the counter-claim is undisputed, has already been upheld by a court or law, or is ready for a decision in a judicial proceeding.

6. Facilities

The rental object includes the facilities and seating explicitly indicated in the offer (hereinafter: basic facilities). Unless otherwise indicated, the basic facilities are included in the agreed rental fee. Additional facilities require a separate agreement and shall be charged separately.

7. Cancellation

- a) Insofar as the Lessee does not have a legal right of rescission, the Lessee shall be entitled to cancel the rental of the rental object in full or in part (only possible when several adjacent spaces have been rented) after conclusion of the contract up to 14 days before the start of the given trade fair event.
Receipt of the cancellation notice in text or written form is determining. In case of a later cancellation or if the Lessee does not take possession of the rental object, the Lessee shall remain obligated to pay the rent.
- b) The Lessee shall be entitled to prove that the Lessor saved additional expenditures not included in the abatement and gained advantages as a result of the cancellation, partial cancellation or failure to take possession. However, if other unused rental objects of the same scope as the rental objects rented to the Lessee are available during the event, the Lessee shall not usually be able to claim that the Lessor gains advantages, particularly in the form

of the rental fee obtained, from the other rental or use of the rental object or rental objects or part of the rental object.

- c) If the Lessee cancels in full or in part, the Lessor shall be entitled to use the rental object or cancelled part of the rental object for other purposes and rent them to third parties.
- d) This cancellation provision does not apply to other services ordered separately by the Lessee as needed. Any cancellation shall be governed by the contractual relationship applicable to these services.

8. Official approvals

- a) The Lessee shall be required to obtain the required approvals, permits and registrations according to the applicable regulations in due time and fulfil the obligations imposed on it at its own expense. At the request of the Lessor, the Lessee must demonstrate the fulfilment of these obligations before using the rental objects.
- b) The Lessee is further obligated, if required, to register with GEMA the event associated with the use and pay the applicable fees.
- c) The Lessee is required to pay all necessary public levies, particularly including the social security contribution for artists (KSK), in due time. The Lessee is required to indemnify the Lessor for the claims of third parties.
- d) If claims are asserted against the Lessor due to the non-observance or non-fulfilment of official regulations, the Lessee shall indemnify the Lessor for such claims upon first request insofar as these regulations relate to the operation of the event.

9. Safety regulations

- a) The fire protection code, the technical guidelines and the house and usage rules of the Lessor must be observed.
- b) All public safety regulations, particularly including the Bavarian Regulations on Places of Public Assembly (BayVStättV), must be observed by the Lessee. In particular, the Lessee must ensure that only faultlessly maintained and secured equipment and devices that meet all the legal regulations applicable to the technical safety of equipment are brought into the rental objects.

- c) Escape and emergency exits must be kept open at all times, also during the assembly and disassembly of the rental objects.
All fire alarms, fire hydrants, smoke flaps, electrical distribution and control cabinets, telephone distribution points, heating and ventilation systems must always be freely accessible and unblocked, without exception. Contraventions are subject to fines.
- d) The Lessor is responsible for monitoring and operating the technical building systems.

The Lessee is solely responsible for monitoring and the responsibility resulting from the assembly, operation and disassembly of technical systems brought into the rental space by the Lessee or third parties engaged by it.

- e) The authorised representatives of the Lessor, the regulatory authority and the Lessor itself must be granted access to the rental objects at all times.
- f) The Lessee further undertakes to immediately report any emergency and dangerous situations that become known to it during the usage period to the Lessor.

10. Sub-letting

Unless explicitly agreed otherwise, the Lessee is not entitled to sub-let the rental objects.

11. Service Partners

If the Lessee must engage others to perform additional services related to the rental of the rental object, it undertakes to only engage the Service Partners of the Lessor.

12. Signage

The signage for the rental object specified in the offer is included in the rental fee.

13. Insurance

The Lessee undertakes to obtain the necessary insurance for its use of the rental objects.

14. Cloakrooms and toilets

The coatroom and toilet facilities are operated by the Lessor or its Service Partners.

15. Advertising, press, public relations activities

If the Lessee publicly announces the intended use for which it rents the rental object, the advertising, press

and public relations activities must be coordinated with the Lessor.

In all publications and the like, only the designations adopted by the Lessor, such as NürnbergMesse GmbH, Messezentrum Nürnberg, Frankenhalle, NürnbergConvention Center and NCC, may be used in connection with the Exhibition Centre Nuremberg. Any appearance that the Lessor is the organiser or co-organiser must be ruled out.

16. Access authorisation

The Lessee must always grant free access to the rental objects to personnel bearing employee IDs of the Lessor and on-duty personnel (e.g. paramedics, fire department, police).

17. Food service

The provision of food services in the rental object is exclusively reserved for the Service Partners contractually engaged by the Lessor. The distribution of food and beverages by the Lessee and external food service providers that are not Service Partners in return for payment is not permitted. The use of the spaces of the NürnbergConvention Center for the purpose of preparing food is prohibited.

18. Termination by the Lessor

- a) Notwithstanding any further rights, the Lessor is entitled to terminate the rental contract without notice particularly if
 - aa. A significant difference arises between the actual and intended use of the rental objects or in the manner specified in the contract and the substance of the usage purpose, and this occurs without the consent of the Lessor, and this difference could result in considerable disadvantages for the Lessor;
 - bb. The Lessee does not provide proof of the required approvals;
 - cc. The use of the rental objects leads to a disturbance of public safety and order, or this is to be feared;
 - dd. The use of the rental objects damages the reputation of the Lessor and/or event organiser, or this is to be feared;
 - ee. The Lessee culpably breaches material provisions of the rental contract;
 - ff. Serious violations by the Lessee of the house regulations, the technical guidelines, fire protection code, or public regulations, particularly the Bavarian Regulations on Places of Assembly (BayVStättV), occur.

- b) The requirement of granting a grace period or issuing a warning according to Section 543 (3) German Civil Code (BGB) remains unaffected. The termination must be declared to the Lessee in writing.

19. Force majeure

- a) If the performance of this contract is impossible for the Lessor by reason of an event for which neither party to the contract is responsible (force majeure), the parties to the contract shall be released from this contract.
- b) In this case, the Lessor and Lessee shall themselves bear the costs incurred by them until the occurrence of the event.

20. Liability of the Lessee

- a) The Lessee bears the responsibility and the risk for the entire program and for the smooth execution of the use of the rental objects, including the preparation and the subsequent disassembly.
- b) Before installing and operating any machines, devices and other setups, the Lessee must obtain information concerning the permissible load, particularly including the point load, of the floors from the Lessor, as well as its permission. The Lessee is liable to the Lessor, insofar as the Lessee or its vicarious agents are at fault, for all damage resulting from the assembly, operation and disassembly of technical equipment erected by it or to buildings, spaces and furniture arising from the Lessee itself, its authorised representatives and their employees, as well as visitors and other persons who gain access to the spaces and/or the Exhibition Center as a result of the use of these spaces by the Lessee.

The Lessee is particularly liable for all personal injury and property damage sustained by the parties or third parties, which are caused by it and its vicarious agents in connection with the use of the rental objects, insofar as the Lessee or its vicarious agents are at fault.

- c) The Lessee is liable for blockage of the sewerage system and pipelines in its direct area of control. It shall be incumbent on the Lessee to prove that its behaviour was not at fault.
- d) The Lessee shall indemnify the Lessor for all claims for damages that can be asserted by third parties in connection with the use of the rental objects and for which the Lessor was not responsible.

21. Structural and other changes by the Lessee

- a) Installations and conversions of the rental object, including the attachment or modification of firmly installed facilities and the mounting of objects on walls and ceilings, are not permissible.
- b) The Lessee shall be liable for all damage incurred in this connection.
- c) The Lessee shall be required to restore the original condition at the end of the rental relationship.
- d) The Lessee has no claim to compensation for necessary or useful use of the rental object. In particular, he may not assert claims to improvement of the rental object.

22. Closure of spaces / discontinuation of the event

- a) If buildings, parts of buildings, or other spaces must be blocked or closed by reason of statutory regulations, or if the event is discontinued, the Lessor shall be liable for this only when it is responsible for it in accordance with the provisions of No. 23 of these Rental Terms and Conditions.
- b) If the closure or discontinuation of use results from the non-observance of regulations by the Lessee, the Lessee shall still be obligated to pay the rent. The assertion of further claims for damages by the Lessor remains unaffected.
- c) The Lessor is entitled to prohibit or end the use of the rental objects if the Lessee violates contractual provisions or statutory regulations.

23. Liability of the Lessor / reduction / retention

- a) The strict guarantee liability of the Lessor due to initial material defects of the rental objects is excluded.
- b) Otherwise, claims for damages by the Lessee, including those arising from precontractual obligations and tort, may only be asserted insofar as they based on
 - aa. deliberate intent or gross negligence of the Lessor or its vicarious agents; or
 - bb. a negligent breach of a material contractual obligation by the Lessor or its vicarious agents; or
 - cc. a negligent breach of duty by the Lessor or its vicarious agents that results in injury to

- loss of life, bodily injury or damage to health; or
- dd. the absence of a warranted quality of the rental objects; or
- ee. a mandatory legal liability of the Lessor or its vicarious agents.
- c) If and insofar as the Lessor provides water, district heating, gas and electricity from the supply networks of utilities, the Lessee shall assert no further claims for damages than the Lessor can assert against the utility companies if the Lessor is liable for service disruptions. The Lessee shall immediately notify any damage to the Lessor in writing.
- d) Reduction claims and/or retention claims of the Lessee may only be asserted insofar as they are based on claims that have been upheld by a court of law or undisputed claims. Repayment claims of the Lessee according to Section 812 BGB remain unaffected.
- e) All liability exclusions and liability restrictions contained in this contract apply also in favour of the vicarious agents of the Lessor.
- f) All liability exclusions and liability restrictions contained in this contract do not apply do damages based on loss of life, bodily injury or damage to health if the Lessor or its vicarious agent are responsible for the breach of duty.

24. Liability for objects brought to the rental object

- a) The Lessor bears no contractual obligation to safekeep or take care of objects brought to the rental object by the Lessee, its employees, its visitors or other contractual partners.
- b) The Lessee, its employees, its visitors or other contractual partners are themselves responsible for protection against loss and damage of the objects brought into the rental object.
- c) Otherwise, the Lessor shall only be liable for breaches of duty subject to the provisions of Section 23 of these Rental Terms and Conditions.

25. End of the rental relationship

- a) At the end of the rental relationship, the rental relationship shall not be extended to an indefinite period of time even if the Lessee continues use and one party to the contract does not object to this; Section 545 BGB does not apply.

- b) The Lessee is obligated to return the rental objects in completely cleared condition immediately after the end of the rental period.
- c) After the end of the rental period, objects brought in and not removed by the Lessee shall be removed after a request to that effect – to the extent possible with respect to the available time – and stored at the discretion of the Lessor. The Lessor assumes no liability for the removal and storage. The costs incurred for this shall be borne by the Lessee.

26. Data protection provisions

Personal data are processed by the Lessor as the controller within the meaning of data protection laws and potentially also by our Service Partners for the purpose of serving and providing information to the Lessee and providing the offered services, with due regard to the relevant data protection regulations (legal basis: Art. 6 para. 1 letter b EU-GDPR).

In accordance with the principle of data minimisation and avoidance, only such data as are absolutely required for the aforementioned purposes are processed. Naturally, personal data will be treated as confidential and protected in the best possible way by means of appropriate security measures. Only authorised persons charged with technical, commercial and customer management duties have access to your data. Naturally, appropriate contract processing agreements have been concluded to the extent legally required.

Personal data are retained until the contractual relationship with the Lessor has ended and the data are no longer required for other legal reasons (e.g. due to statutory retention periods).

Subject to the legal conditions, every Lessee has the right to complain about this data processing with the competent supervisory authority for data protection and can demand information, rectification, erasure or restricted processing, object to the processing or assert its right to data portability.

Please direct any questions to NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg / data@nuernbergmesse.de or its Data Protection Officer (datenschutz@nuernbergmesse.de).

27. Data use for advertising purposes

The Lessor is interested in cultivating the customer relationship with its Lessees and sending them information and offers for its own similar events and services. Therefore, the data transmitted by the Lessee (company name, address, telephone/ fax number and e-mail address) are processed by the Lessor and potentially also by its Service Partners to send them appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GDPR. **The use of data for purposes of direct advertising can be objected to vis-à-vis the organiser at any time;** this also applies to profiling insofar as it is related to direct advertising. Once the objection is received, data will no longer be used for this purpose.

The objection can be lodged without indication of reasons and without formal requirements and without incurring separate costs aside from the customary transmission costs according to basic rates. It should be directed to NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg or data@nuernbergmesse.de.

28. Concluding provisions

- a) The laws of the Federal Republic of Germany apply.
- b) The place of performance and jurisdiction is Nuremberg.
- c) The parties agree on text form for the validity of deviations from or side agreements to these Rental Terms and Conditions of NürnbergMesse GmbH. This also applies to the change of the text form requirement itself.
- d) If individual provisions of the offer and/or these Rental Terms and Conditions are or become invalid in full or in part or if they cannot be enforced, the validity of the rest of the rental contract shall be unaffected thereby. In this case, the parties agree to replace the invalid or unenforceable provision with a valid provision that achieves the purpose of the invalid provisions as much as possible.