

GENERAL TERMS AND CONDITIONS OF BUSINESS AND PARTICIPATION

for participation in the show of RMM - Rheinische Messe- and Marketing GmbH, Elfgener Platz 3, 41515 Grevenbroich / Germany (hereafter referred to as the organizer) as of July 2014

1. Registration

Registration for the event is carried out by sending the completed, legally binding registration form signed by the applicant / exhibitor. With the filing of the application, the General Terms and Conditions of Business and Participation of the organizer are accepted as binding by for the applicant / exhibitor.

2. Rental Agreement

The rental contract comes into existence when the organizer confirms in writing its acceptance of the applicant's application to participate. The confirmation will be given by message or in the form containing the participation fee. There is no obligation of the organizer to accept applications and to enter into leases, except where expressly required by law.

3. Payment periods / Assignment of Claim

If not otherwise agreed, the participation fee is due immediately upon receipt of invoice. Default occurs 21 days after an invoice date. The payment of the participation fee and the fee for the participation of co-exhibitors is a prerequisite for access to the exhibition area as well as the issue of exhibitor passes. If payment is delayed, the organizer may charge interest at the rate of 8% above the base rate of the Deutsche Bundesbank. If a written reminder is required, then in each call a charge of EUR 25,- will be levied.

Complaints about the invoice must be made in writing to the organizer within a period of 14 days after the invoice has been issued.

The organizer may assign claims against the applicant / exhibitor to third parties.

4. Co-exhibitor

Co-exhibitors are third parties whose products are presented at the exhibition stands of the renting party or whose products are present in a manner suggesting co-exhibition. Co-exhibitors are required to register with the organizer and may be rejected without giving any reason. No contract arises between the co-exhibitors or any additional companies represented and the organizer through the participation of the applicant. The inclusion of co-exhibitors shall be charged for. The fee is payable by the applicant. This fee may also be included in the invoice from the organizer. The exhibitor has responsibility to ensure that his co-exhibitors and additionally represented companies comply with the General Terms of Business and Participation and the rules on payment of RMM GmbH and with any regulations of the exhibition management. Exhibitors shall be liable for any fault of co-exhibitors and additionally represented companies as if it were their own fault. If the co-exhibitors directly benefit from the organizer then the organizer shall be entitled to recover such benefits from the applicant. The applicants shall be jointly and severally liable.

5. Allocation of stands

The placement of stands is guided by the needs and requirements of the organizer, not in the order of receipt of applications. Desired positions are taken into account wherever possible. Without the prior written consent of the organizer, the exhibitor may not exchange, share, or give over to a third party part or all of their allocated stand. In justified cases, in particular where there are safety concerns or for reasons of preserving the general appearance of the exhibition or the thematic classification of groups of exhibitors, the organizer may assign an exhibitor a different stand to that previously agreed, provided the new stand is similar in style and position to the originally agreed stand. A claim for damages or reduction by the exhibitor against the organizer for the transfer of the originally promised stand is excluded, as is reimbursement of the participation fee.

6. Withdrawal / termination of the contract

After binding registration and admission, withdrawal from the contractual relationship is no longer possible.

A cancellation of the contract is possible only with the written consent of the organizer. The organizer is not obliged to grant such approval. He will only give such consent if the stand can be re-rented and the applicant pays a cancellation fee of 25% of the agreed participation fee (plus applicable VAT). The organizer is not obliged to agree to a termination of the contract if re-rental of the stand is not possible. In such case, the applicant shall be obliged to pay the full participation fee. The organizer is entitled to terminate the rental without notice if the application contains false facts, if the participation was accepted on the basis of incorrect or incomplete information provided by the applicant, or if the conditions of participation on the part of the applicant are breached at any time. Furthermore, the organizer is entitled to terminate the contract without notice if the exhibitor is in default of payment and has not paid even after the expiration of a grace period. Portions of the participation fee already paid at the time of termination will not be refunded.

The organizer is also entitled to rescind the contract and claim damages from the exhibitor, if the exhibitor is in material breach of its contractual obligations; in particular any duties incumbent upon the exhibitor following registration and any breach of the general conditions of participation despite warnings. A material breach shall include, among other things, failure to comply with appointment protection in accordance with the requirements in the application - for show events held by the organizer. The right of the organizer to carry out immediate termination remains unaffected. The applicant shall be liable in these cases for the damage incurred to the organizer.

7. Appointment protection clause

The exhibitor agrees to keep to the appointments of the following supporting events of the organizer: Rheingolf Party on the Friday of the show from 19h to 24h and Rheingolf Award on the Saturday of the show from 19 to 24h. This means that an exhibitor in each case in the city of Düsseldorf and adjoining counties will not carry out its own show- or golf-related event, whether along or with third parties, for more than ten participants. In the case of infringements, paragraph 6 of the General Terms of Business and Participation applies.

8. Force majeure

In the event that the organizer, as a result of force majeure or for other reasons not attributable to him (e.g. bomb threats or threats of other safety-endangering circumstances, declaration of martial law, disasters, loss of power, police recommendation of cancellation for safety reasons, strikes and lockouts) is forced to vacate one or more exhibition areas, temporarily or for longer periods, or to cancel, move or shorten the show, then the exhibitor shall have no claims for damages against the organizer.

To the extent that the organizers have in such cases incurred costs relating to the preparation of the exhibition, the exhibitor shall be obliged to pay these pro rata to its rental space.

9. Stand construction / waste / environmental protection / compensation of damage

The finished stands provided by the organizer are provided free from defect / damage and must not be processed, modified or removed by the exhibitor. "Tacking" is strictly forbidden for safety reasons. The exhibitor is liable for all resulting damage and injuries in case of breach. The provision of the stands shall be deemed to take place at the time of issue of exhibitor passes. Should the applicant immediately after the stand transfer notice any damage to the stand then this must be communicated to the organizer immediately and in all cases before the opening of the show. Stands may not be provided with massive ceiling parts for reasons of fire safety. The use of lifting and transporting vehicles of any kind must be approved by the organizer. Should any damage be caused by the use of such vehicles, the exhibitor shall be directly liable. The introduction of any objects, such as bolts, nails and anchors or the like in the hall floor is not permitted. Any change to the state of the floor must be approved by the organizer. For any resulting damage from a change of the hall floor, the exhibitor shall be directly liable in full for the damage. Working with circular saws and other machines that produce dust and chips during stand construction are permitted only with use of a dust collecting device. For the use of open space, the stand plans, including plan and elevation sketches must be submitted in duplicate to the organizers no later than six weeks before the event.

The deadline must be strictly observed by the exhibitor or by the stand construction company appointed by him, so that processing by the organizer can duly take place. If the organizer, as a result of delayed submission of stand plans etc., is not able to process the submission then the organizer may prohibit the stand assembly and terminate the contract. The exhibitor, however, is not entitled to withdraw from the contract for this reason. The exhibitor must bear the cost of all damage to the organizer resulting from late submission, in addition to the participation fee.

The decor and design of the stands and the necessary construction are the responsibility of the exhibitor. The exhibitor must however take into account the character and appearance of the show of the organizer and exhibition. This includes in particular the maximum height of 2.50 meters at standard levels, which must not be exceeded by obstructions or the stand, for example, with beach flags or the like, without the permission of the organizer. The organizer has the power to require changes in the stand design in connection therewith, unless they are unreasonable due to arrangements requiring disproportionate effort. Exhibits that cause a significant disturbance to the show operations due to appearance, smell, noise, vibration or similar properties, and in particular which lead to a significant risk or impairment of other exhibitors, visitors or the displays of other exhibitors shall be removed immediately at the request of the organizers. This obligation on the exhibitor shall apply even if such properties have been disclosed in the application and the organizer agreed to the exhibitor's participation. If the exhibitor does not immediately comply with the request of the organizer, the organizer shall be entitled to remove the exhibits in question at the expense and risk of the exhibitor and/or to close down his stand without the exhibitor being entitled to make any related claim against the organizer. By the end of dismantling time agreed for a given event, all exhibitors shall remove all stand construction material, all items of equipment and exhibits and all other exhibit residue and to restore the exhibition space to its original state. In the exhibition space, nothing must be left behind. Should the exhibitor not comply with these obligations, the organizer has the right to dispose of all that is left behind by the exhibitor after the end of the dismantling period, and the exhibitor shall be responsible for any resulting costs including in particular any labour costs, transportation costs, and costs for the removal and disposal of waste, bulky waste and hazardous waste. To the extent that the organizer uses its own staff for such cleaning, the organizer may determine at its own discretion the costs payable by the exhibitor. If costs result from the actions of a number of exhibitors, the allocation of costs to each exhibitor shall be made by the organizer according to its discretion. In addition, a penalty in the amount of € 1.500,- shall apply for each case of violation of the provisions under this paragraph 8, as agreed. This penalty is payable by the exhibitor in addition to the disposal costs. Environmentally friendly and reusable materials should be used for the stand and the stand equipment.

10. Warranty

Complaints about any defects in the stand or exhibition area should be notified in writing to the organizer immediately after occupation and in any event at the latest by 21h on the first day of the show, so that the organizer can remedy such defects. Later complaints cannot be considered and shall not give rise to any claims against the organizer.

11. Demonstrations / Advertising stalls / Advertising

All types of performances (e.g. commissioning of machines, film and sound demonstrations, fashion shows) require the prior written consent of the organizer. The organizer is entitled to restrict or prohibit any demonstrations, despite having already granted approval, if they cause noise, visual disturbance, dirt, dust, fumes or vibrations or for any other reasons that lead to a significant risk or adversely affect the show.

Acoustic advertising may be carried out only with the prior written permission of the organizer. Such advertising may only take place if it does not disturb neighbouring exhibitors. The use of stationary or mobile electronic sales and advertising aids, the carrying or transport of advertising media and the distribution of printed materials, stickers and samples outside the rented stand (e.g. in hall aisles and entrance buildings) requires the express permission of the organizer.

It is equally prohibited to display a company name or advertising on walls and pillars, in front or beside the rented booths. The affixing of stickers in the exhibition rooms is prohibited. The organizer reserves the right to remove advertising that violates the above rules, at the expense and risk of the exhibitor.

11a. GEMA

For the reproduction of music of all kinds exhibitors must adhere to relevant legal provisions (Copyright Act), and obtain permission of the Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (GEMA) – ("Society for Musical Performing and Mechanical Reproduction Rights") where required.

Undeclared music may result damage claims by GEMA (§ 97 German Copyright Act), in the event of which the exhibitor shall be responsible and holds harmless the organizer. Applications and inquiries are

to be addressed to:

GEMA - Regional Office NRW

PO Box 10 13 43, 44013 Dortmund, Germany

Telephone: +49 231 577 01-300

Fax: +49 231 577 01-120

Acoustic and visual presentations must also be approved by the organizer. The license is granted on condition that the operation of the plant at the stand boundary does not exceed the maximum volume of 70 decibels, and the work does not disturb neighbouring stands.

In the event of repeated failure to follow these rules, the power supply may be interrupted to the exhibitor's stand without regard to any consequences relating to the power failure. No claim by the exhibitor for the direct or indirect damage caused by the interruption of the power shall be permitted. The burden of proof for compliance lies with the exhibitor.

Flashing or rotating advertising and tickers at the stand boundary require the approval of the organizer. In addition, any type of advertising is allowed within the stand area rented by the exhibitor, provided it is not obtrusive, does not violate the law or common decency and is not ideological or political nature.

12. Technical facilities

The organizer is responsible for general lighting and heating of exhibition space. Connection terminals for AC (230 V) can be used for a fee. All electrical equipment and installations must comply with the DINA / DE regulations and CE standards. Water connections are not provided. The issue of vehicles and stand installations with open fire requires the express written permission of the organizer.

13. Acceptance of exhibits

The organizer is not responsible for receiving any deliveries made for an exhibitor and shall not be liable for any resulting losses for incorrect or delayed delivery. The exhibitor is not allowed, except by prior agreement, to designate as the organizer as recipient of consignments, exhibits, booth building materials, information and the like. In case of violation of this provision, the exhibitor shall reimburse the organizer for all expenses incurred through receiving the delivery, including freight costs and storage. The exhibitor shall not be entitled to make any claim against the organizer derived from the fact that he accepts such items without checking the correctness and completeness, does not check freight and shipping bills or stores the goods improperly.

The storage of any kind in the showrooms and booths in the foyer, in the hallways and stairwells is prohibited. The organizer is entitled, if the exhibitor fails to immediately comply with a request to remove deliveries not complying with this provisions, to have them removed at the expense and risk of the exhibitor.

14. Liability of the organizer

The organizer is only liable for intentional and gross negligence. In cases of slight negligence, the organizer is only liable for breach of contract, in particular breach of major contractual obligations. In cases of slight negligence, the organizer shall be liable for consequential damages and the rest of the amount is limited to 2 times the net participation fee. The foregoing limitations on liability apply only to merchants and legal entities. The foregoing limitations will not apply in favour of event liability insurance of the organizer. If the exhibitors are merchants then the organizer shall in no event be liable for any damage to or loss of goods brought by the exhibitor or the stand, unless this is required by law. It is immaterial whether such damage or loss occurs before, during or after the show. The exhibitor shall be liable for any damage caused by himself, his employees, his representatives, co-exhibitors and their representatives, their exhibits and stand fittings to persons or property. The exhibitor agrees to comply with the accident prevention regulations and safety regulations in all activities.

15. Liability for rental equipment

For items that are rented by the RMM GmbH, the exhibitor / tenant is liable. The leased equipment is subject to acceptance by the exhibitor / tenant for the entire period of use of care and the insurance obligation of the exhibitor / tenant. The exhibitor / tenants should enter an appropriate indemnity insurance for damage or loss of the rented property.

16. Security

The organizer is responsible for security at the entrances and exits to the exhibition halls. In view of the size of the exhibition space and the variety of people who use the space, the organizers cannot accept any liability in respect of complete surveillance and control. Rather, each exhibitor shall be responsible for the surveillance of his stand and exhibits. Security personnel may only be booked through the organizer. Exhibitors are cautioned that there may be increased risks to their exhibition during the construction and dismantling periods. Valuable and easily portable items should always be kept under wraps at night. The organizer is not liable for theft or damage of exhibits. The exhibitor is expressly advised of its own insurance and it is recommended that its risks arising in connection with the lease are adequately insured.

17. Cleaning / Waste

The cleaning of halls and walking areas shall be carried out by the organizer. The cleanliness of the stands belongs to character and appearance of the show of the organizer. The responsibility for stand cleaning lies with the exhibitor and must be completed each day before the show. If the exhibitor does not want to personally organize the cleaning of the stand, then this can be arranged through the organizer. Contracts with third parties are not permitted. The disposal of construction waste and cardboard takes place at the expense of the exhibitor. See paragraph 9.

18. Catering Services

Catering within the exhibition hall is the sole responsibility of the organizer or the caterers appointed by the organizer. Sales of consumption goods are not permitted without the consent of the organizer. Giving away consumption goods is permitted.

18.1 Exhibitors, who offer paid or unpaid gastronomic services (food and drinks), are required to comply with all applicable food and food hygiene regulations

Under European and German law and if necessary shall assist the competent supervisory authorities in carrying out appropriate checks and controls. The provider of food and drink shall be solely responsible and liable for violations of applicable laws.

19. Industrial property rights

The organizer expects exhibitors to respect the intellectual property rights of other exhibitors. Should an exhibitor display material that violates copyright, or should the organizer be notified by court order that an exhibitor has infringed copyright through the display of one or more objects, printed papers, advertising materials, or otherwise has violated the intellectual property rights of another exhibitor, the organizer shall be entitled, but not obliged, to prevent further violation of property rights by removing the relevant exhibits, pamphlets and advertising materials from the stand and holding these in custody until the end of the show, or to close the stand of the infringing party without compensation and / or to remove the infringing party and his staff from the exhibition hall. He is also entitled to exclude the offender from future shows without compensation. If such measures appear in retrospect to be unjustified, however, no damage claims can be asserted against the organizer, unless that he is guilty of gross or intentional negligence.

20. Exhibitor passes

The theft or loss of an exhibitor pass must be notified immediately to the organizer.

If people are encountered with exhibitor passes within the exhibition grounds, who are not exhibitors then the organizer may eject the person from the exhibition centre point and withhold the exhibitor pass. The theft or loss of the exhibitor pass must be immediately reported to the organizer.

21. Verbal Agreements / Technical Guidelines

All verbal agreements, exceptions and special regulations are valid only with prior written confirmation from the organizer.

22. Technical Guidelines

In this context, we explicitly point out that the technical guidelines of the site management of Areal Böhler are part of these Terms and must be complied with.

23. Introduction of vehicles

In addition to the Technical Guidelines, mentioned in paragraph 22, the following shall apply: Gasoline-fuelled vehicles are to be immediately completely emptied after entry into the hall and shall be degassed with nitrogen. The warranty for carrying out such action is provided by the exhibitor.

24. Night time lock-up

The evening lock-up time is set by the organizer. During the night time lock-up, no persons may be present in the exhibition rooms unless with the specific written consent of the organizer. Spending the night in the exhibition rooms is prohibited.

25. Limitation

All and any exhibitor's claims against the organizer in respect of the stand rental, and all rights related thereto, lapse after a period of 3 months unless otherwise required by law. The limitation period begins at the end of the month in which the last day of the show falls.

26. Performance / Applicable Law / Jurisdiction / Change of legal form of the organizer

If the exhibitor is a merchant, legal entity under public law or public law special fund, Grevenbroich shall be the place of performance and place of jurisdiction, including in respect of all financial obligations. The organizer is also entitled to sue the exhibitor at the competent court of his headquarters. All rights and obligations of the organizer shall transfer automatically transfer to his successor in an amended legal form. German law applies exclusively.

27. Subsidiary agreements / Severability

Subsidiary agreements must be in writing to be legally valid. These Terms and Conditions of Business and Participation shall remain valid in the event that any individual provisions are invalid. In such case, the relevant provisions shall be replaced by terms corresponding to the originally intended economic purpose as much as possible.