

## General Terms and Conditions

regarding add-ons to Media Packages for events of Messe Frankfurt Exhibition GmbH and guest organizers (Version: July 2023)

### General

The term "add-on" within the meaning of these General Terms and Conditions designates the publication of something such as, inter alia, a logo, text, image, additional product group, link or advertisement in the online media (the event website, event app and, if applicable, digital event platform) or the official print media (the printed and digital versions of the catalogue/guide) of the event in question.

By placing an order for an add-on to complement the range of services already contained in the obligatory Media Packages for the event in question of Messe Frankfurt Exhibition GmbH or the guest organizer (hereinafter the "Organizer"), the Client accepts the General Terms and Conditions of Messe Frankfurt Medien und Service GmbH (hereinafter "MFS"). These terms and conditions shall apply exclusively and without exceptions. Any terms or conditions of the Client contrary to or deviating from these terms and conditions shall not be recognised unless MFS has expressly agreed to them in writing.

In the context of these General Terms and Conditions, the term "in writing" shall include not only documents with a handwritten signature but also unsigned text in the form of e-mails, faxes and orders placed in the shop of the Media Package Manager (hereinafter "MPM").

### 1 Ordering

- (1) Orders are processed through the Media Package Manager application. Each order placed applies only to the event specified therein.
- (2) The contract between the Client and MFS is only concluded upon receipt by the Client of the order confirmation from MFS.
- (3) Subsequent verbal agreements and amendments to the order shall only become legally binding upon express written confirmation by MFS.
- (4) Clients not registered as exhibitors with the Organizer are excluded from editorial coverage whether in the online or print media. Orders from non-exhibitors will only be accepted after prior approval by the Organizer and written consent from MFS.
- (5) Only event-related exhibition goods may be submitted for inclusion in the online or print media. The presentation of goods

unrelated to the theme of the trade fair in question in the online or print media is prohibited by MFS as a matter of policy.

- (6) The data submitted by the Client may not contain any references to products or services that compete with the services offered by the Messe Frankfurt group of companies or the Organizer.
- (7) The giving of price information is prohibited in all add-ons whether in the online or the print media.

### 2 Provision/running time of the various add-ons

- (1) The detailed specifications of the range of services that constitute each variety of add-on are to be found in the MPM provided for the event in question.
- (2) Add-ons on the exhibitor and product search pages of the website for the event in question, if the data is provided in full by the Client, will be displayed at most until the exhibitor and product search pages are updated for the following trade fair. The times of updating and of going online are determined in each case by the Organizer. MFS has no influence over either determination.
- (3) Orders for add-ons in the print media that are submitted prior to the deadline will be published in the print media for the event in question provided the Client has supplied all the requisite data on time.
- (4) The runtime of add-ons on the digital platform of the event in question will depend on when the platform goes online and when it closes down, which in each case will be determined by the Organizer. MFS has no influence over either determination.

### 3 Data to be provided by the Client

- (1) The data to be provided by the Client for the add-ons as part of the order processing for the print media (e. g., texts, logos, images, advertising data) must be received by MFS at the latest by the stated deadline. Orders or data for the print media received by MFS after their respective deadlines will be published in the online media under the same conditions if this is possible. If the Client fails to provide the data required for add-ons in the online or print media on time and in the correct manner, MFS shall nonetheless be entitled to invoice the price of these add-ons.

- (2) The Client shall inform MFS in writing of any requested changes to the data already submitted by the Client, so that the technical feasibility of implementing the desired changes by the agreed provision date and the amount of any additional costs involved can be assessed. Any additional costs incurred by MFS as a result of the changes shall be borne by the Client.
- (3) Templates will only be submitted for the Client's approval in the case of advertisements designed by MFS. If such approval is not received in writing by the agreed deadline, the Client shall be deemed to have authorized publication of the data.
- (4) The Client shall be responsible for ensuring that all statements made and data delivered to MFS are correct, complete and legally admissible. The use of data of third parties shall require their consent, which consent shall be deemed to have been obtained when the order is placed with MFS. Should the rights of third parties, in particular copyrights, trademarks or rights of competition be infringed in the carrying out of the order, the Client shall be solely liable. In this context, the Client shall indemnify MFS against all claims by third parties based on any such infringement. The indemnity shall also include the reimbursement of any costs MFS incurs in the course either of bringing an appropriate action or of defending against an action brought by others. The Client will also compensate MFS for any related damages incurred by MFS.
- (5) All add-ons must conform to the Organizer's current specifications. MFS has no influence over the content or structure of these. In the case of orders not conforming to these specifications, only data considered valid by the Organizer can be accepted.
- (6) MFS reserves the right to vary according to systematic criteria the sort order of data submitted by the Client. The sort order must be directly related to the exhibitor's name that appears in the online and print media.
- (7) In order to preserve a uniform layout, MFS will have the final say in all questions of design (such as the arrangement of text, fonts, dimensions, graphics). Placement requests can only be considered if their implementation is technically feasible.

#### 4 Termination of the publication of add-ons due to an infringement of rights

- (1) If MFS learns of a possible infringement of rights in the Client's data and thus in the presentation of such data in the online or print media, it will comply with its obligation to investigate the matter. If, after a legal examination of the factual and legal situation, MFS concludes that such an infringement has occurred, it may cease publication of the add-ons concerned. This shall not constitute grounds for a price reduction nor for any reimbursement of costs; claims for damages are excluded. The same shall apply if MFS is informed by a court decision of an infringement of rights in the Client's data.
- (2) If a court subsequently comes to a different conclusion to that reached by MFS in the performance of its duty to investigate, or if a court decision concerning a Client's infringement of rights is overturned by a subsequent court decision, the Client is likewise not entitled to assert a claim for price reduction, reimbursement of costs or damages against MFS.

#### 5 Messages from users

- (1) The Client declares itself willing to receive e-mail enquiries from users via the online media. MFS assumes no responsibility for the data, information or other content provided by users in such messages and shall be exempt from all liability in this context.
- (2) The Client is prohibited from using postal addresses, e-mail addresses or any other contact details obtained as a result of use of the online media for purposes other than contractual or precontractual communication. The Client is prohibited in particular from using such data for commercial advertising or the sending of unsolicited advertising (spam).

#### 6 Prices, terms of payment

- (1) The prices applicable are set out in the MPM provided by MFS for the event in question. Costs for the production of printing materials are not included in the price of the advertisement and the client will be invoiced separately for them.
- (2) The prices do not include value added tax.
- (3) The invoice shall be payable in full immediately upon receipt. MFS expressly reserves the right to payment in advance. Payments shall be made exclusively to one of the MFS accounts stated on the invoice, quoting the invoice and Client numbers. No discounts will be granted for early payment. Complaints regarding invoices must be made in writing within 21 days of their receipt.

- (4) Information required for invoicing, such as the recipient of the service, invoice address, VAT ID, order number, etc., must be provided by the Client at the time the order is placed. If missing or incorrect information necessitates changes, MFS will charge the Client a processing fee of 50 euros.
- (5) The Client shall only be entitled to rights to set-off and rights to retention vis-à-vis MFS if its counterclaims have been legally established, are undisputed or have been recognised by MFS, or if they are counterclaims arising from the same contractual relationship.
- (6) In the event of insolvency proceedings or insolvency of the Client during the contractual relationship, the Client shall be obliged to inform MFS immediately. MFS shall be entitled to terminate the concluded contract in writing without observing a period of notice if insolvency proceedings against the Client have been applied for or opened.

#### 7 Withdrawal

- (1) If the Client withdraws from the contract, MFS shall be entitled to charge the Client the full amount of the order. The Client shall, however, be entitled to prove that no losses have been incurred or that such losses as have been incurred amount to considerably less than this amount. Once the add-ons have been published, withdrawal shall be excluded.
- (2) In any case, withdrawal from the agreement shall always require a written statement of withdrawal sent from the Client to MFS.
- (3) If the Client or the advertised company is not admitted as an exhibitor to the trade fair in question, MFS shall be entitled to withdraw from the contract without this affecting the Client's continued liability for the total amount. This shall not apply to orders in accordance with Section 1, Paragraph 4.
- (4) MFS reserves the right to withdraw from the contract if – according to the best judgment of MFS – the data submitted by the Client for the add-ons is in violation of laws or official regulations or offends against public decency, if publication is unacceptable to MFS or the Organizer, or if the Client is in default of a payment due for previous or ongoing orders.
- (5) MFS shall also be entitled to withdraw from the contract if the Client violates any of the provisions of Section 1, Paragraphs 5 - 7.
- (6) The Client will be informed immediately in writing if an order is cancelled.

#### 8 Force majeure

- (1) Both contracting parties shall be released from the contractual obligation insofar as the service is not possible as a result of force majeure or similar events or cannot be reasonably expected in view of the totality of circumstances. Force majeure denotes an external, unforeseeable event for which no operational connection can be demonstrated, and which could not have been prevented, even with the highest level of care that could reasonably be expected. A case of force majeure exists, in particular, in the event of natural disasters (e. g., earthquakes, storm, flooding), war, terrorist attacks, epidemics, pandemics, travel restrictions, administrative orders and bans/prohibitions, embargoes, raw material shortages, and lack of transport options. A similar circumstance is every event that is outside of the controllable sphere of influence of the parties and is also not preventable or foreseeable with the highest level of care that can reasonably be expected. Such an event is present in particular with forms of industrial action and when there are other operational interruptions or disruptions for which the respective party cannot be held responsible.
- (2) If the service cannot be provided due to force majeure or similar events, then each party shall be responsible for its own costs incurred up to this point. Claims for damages by the parties for non-performance, in particular damages due to lost profit, shall be excluded insofar as the non-performance is due to force majeure or similar events. MFS will reimburse the Client's amounts already paid to MFS.

#### 9 Warranty

- (1) Obvious defects in the display of the add-ons in the Organizer's online media must be reported in writing to MFS by the Client without delay (within 24 hours of the add-ons going online). Complaints received after this time will not be considered by MFS; the add-ons provided shall then be deemed to have been approved and rectification of defects shall be excluded. In the event of justified complaints about the add-ons in the online media, the Client may demand subsequent performance from MFS to the exclusion of any other claims. In cases of temporally impossible, unreasonable, delayed, omitted or unsuccessful supplementary performance, the Client may demand a reduction in price.

(2) Obvious defects in the add-ons provided in the print media must be reported in writing to MFS by the client as soon after publication of the print media as possible. Complaints received subsequently will not be considered by MFS; the add-ons provided shall then be deemed to have been approved and any rectification of defects shall be excluded. In the event of justified complaints about the add-ons in the print media, the Client shall not be entitled to subsequent performance such as, in particular, reprinting, insertions or the sending of corrective add-ons. In the case of add-ons subject to a charge and published in the print media, the Client may in this case demand a reduction in price.

#### **10 Liability**

- (1) MFS is not liable for damages caused by ordinary negligence unless there is an infringement of essential contractual obligations whose fulfilment is necessary to achieve the objectives in the contract (violation of cardinal obligations).
- (2) If cardinal obligations are violated due to ordinary negligence, MFS is only liable for damages that were reasonably foreseeable when the contract was concluded and which are typical of this type of contract. In this case, MFS is not liable for indirect consequential damages.
- (3) Liability of MFS is limited to the amount payable for the order in question.

- (4) The above limitations of liability do not apply if claims have been asserted based on an injury to life, body or health, if the liability is mandatory according to the Product Liability Act (ProdHaftG), if it is a matter of a written guarantee or in the case of fraudulent concealment of a fault, as well as in the case of intent and gross negligence.
- (5) A postponement of the date of publication of the print media concerned shall not give rise to any claim for damages by the client.
- (6) In the case of the provision of add-ons, MFS will not accept any liability for the unavailability of the online media or other digital playback platforms due to malfunctions or transmission failures.

#### **11 Limitation**

Claims by the Client due to defects or compensation are limited to one year from the start of the statutory limitation period. This does not apply to the limitation of claims pursuant to Section 10 Paragraph 4.

#### **12 Place of performance and place of jurisdiction, German law**

- (1) The contracting parties expressly agree, as far as merchants, legal persons under public law, or special assets (Sondervermögen) under public law are concerned, Frankfurt am Main is the place of performance and jurisdiction for all claims or legal disputes arising from this contract. The same shall apply if one of the contracting parties has no general place of jurisdiction in Germany.

- (2) Alternatively, the special place of jurisdiction for the place of performance, as defined in Section 29 of the Code of Civil Procedure (ZPO), is agreed, which results from the nature of the contractual obligation.
- (3) Frankfurt am Main as the place of jurisdiction also applies to contested enforcement proceedings. As soon as the enforcement proceedings become part of the legal dispute and the competent law court of the debtor's general place of jurisdiction assumes the case, application is to be made for transfer to the competent law court in Frankfurt am Main.
- (4) In addition, each party shall be entitled to sue the other at its residence or place of business.
- (5) If any provision in these General Terms and Conditions should be ineffective, this will not affect the validity of the remaining provisions. The contracting parties agree to replace the ineffective provisions with effective provisions that correspond to the economic purpose of the ineffective provisions.
- (6) For the interpretation of these General Terms and Conditions and all other conditions, the German text and German Law shall prevail.

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