

## **Exhibitors' Terms and Conditions for the Battery Experts Forum**

### 1. Event organiser is

BMZ Germany GmbH  
Zeche Gustav 1  
63791 Karlstein am Main  
T: +49 6188 9956- 0  
E: info@battery-experts-forum.com

### 2. Area of Application

2.1 Our General Exhibitor Terms and Conditions apply exclusively. Conflicting conditions of the exhibitor or conditions which deviate from our General Exhibitor Terms and Conditions are not accepted, unless we expressly agree to their validity in writing. Our General Exhibitor Terms and Conditions shall also apply if we provide the service to the exhibitor without reservation knowing that terms and conditions of the exhibitor conflict with or deviate from our General Exhibitor Terms and Conditions.

2.2 Our General Exhibitor Terms and Conditions in their current version shall also apply to future transactions between the contractual partners.

### 3. Event Venue/Event Date

The event venue and the date of the event result from the respective invitation to tender.

### 4. Registration

4.1 Registration may be done via the Internet, letter or email. The reference to a completed registration does not constitute confirmation. If reference is made to processing periods, these are not binding. The registration must be completed in full and sent to the Organiser in accordance with these General Exhibitor Terms and Conditions.

4.2 The acceptance of the registration is done through a written confirmation/invoice of the Organiser. Upon receipt of the confirmation/invoice, the contract between the Organiser and the exhibitor has been concluded. The confirmation also includes admission as an Exhibitor.

### 5. Admission as Exhibitor

5.1 The decision on the admission of the Exhibitor and the individual exhibits is the sole responsibility of the Organiser. Approval may be related to compliance with legal provisions or the proper performance of the exhibition with conditions.

5.2 The displaying or exhibiting of unreported or unauthorised items is not allowed and entitles the Organiser to remove the items or to terminate the contract without notice after an unsuccessful written request. The Organiser reserves his right to the agreed rent without prejudice to further claims. The same applies if the Exhibitor does not meet the conditions despite a warning.

5.3 The Organiser shall endeavour to take into account the wishes of the Exhibitor when allocating the stand. If necessary for reasons of hall planning (due to the sectoral breakdown, regardless of the order of receipt of the application), he may deviate from the desired type, size and location of the exhibition space, exclude certain exhibits from admission and attach terms and conditions to the admission. Reservations, conditions and special requests of the Exhibitor (for example with regard to placement, competition exclusion, stand construction and stand design) shall only become binding if this has been expressly confirmed in the admission. The Organiser is entitled to rescind the contract or to terminate the contract without notice if the admission was granted on the basis of false or incomplete information provided by the Exhibitor or if the requirements for admission on the Exhibitor's part have expired.

### 6. Revocation of Admission

The Organiser is entitled to revoke the admission and to assign the stand space elsewhere, in particular in the following cases:

- The stand area shall not be evidently occupied at the time stated in the registration.
- In the event of non-payment of the stand rental on the dates fixed, the Exhibitor allows a grace period possibly set by the Organiser to elapse in vain.

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- The conditions for the confirmation of stand space by the registered Exhibitor are no longer given or the Organiser subsequently is informed of reasons whose timely knowledge would have justified a non-admission.
- The Exhibitor violates the Organiser's site regulations.

The Organiser also reserves the right to assert claims for damage compensation against the Exhibitor.

7. Surface area rent, payment terms and conditions, withdrawal, lien, right of retention

7.1 Every square metre partly used is calculated as a full square metre, the floor area is basically rectangular, without taking into consideration projections, supports, installation connections and the like.

7.2 The stand rental shall be invoiced as soon as the stand allocation has been made and thus the exact size of the stand has been fixed and is due for immediate payment. The Organiser reserves the right to charge a deposit equal to 50% of the stand rental fee after the registration in accordance with the stand type and stand size specified in the registration. A subsequent change to the billing address is only possible after written notification of the Organiser and until invoicing. The payment of the stand rental is a prerequisite for the acquisition of the exhibition space. Default occurs 30 days after receipt of the invoice according to § 286 III of the German Civil Code (BGB).

7.3 The Organiser is entitled to withdraw from the contract if the Exhibitor is in default with his payment obligations, the Organiser has granted him a grace period of 5 days and this grace period has expired in vain.

7.4 In order to secure his claims resulting from the rental agreement, BMZ GmbH reserves the right to assert the statutory landlord lien. The Exhibitor assures with the registration that the items to be introduced are in his possession or are subject to his unrestricted disposal. He must inform the Organiser at any time that he owns the items to be displayed or exhibited. Liability for damage to retained exhibits and retained stand equipment is not covered by the Organiser, unless the Organiser is guilty of intent or gross negligence.

7.5 The Organiser shall be entitled to refuse the services owed to the Exhibitor, who has ordered services from him, including the listing of Exhibitor data in the media, until the Exhibitor has fulfilled his financial obligations to the Organiser.

8. Offsetting

The Exhibitor may only offset claims that have been legally established or accepted by the Organiser in writing. The assertion of a right of retention is excluded.

9. Termination, cancellations, cancellation fees

9.1 After the beginning of the event a proper termination is not possible. The minimum contract term lasts until the end of the event. The right to terminate for good cause remains unaffected. The termination must be in writing. The decisive point in time for meeting deadlines is the receipt of the notice of termination by the Organiser.

9.2 The following cancellation fees are owed and shall apply:

- up to 7 months (October 03, 2021) before the event: 10 %
- up to 5 months (December 03, 2021) before the event: 25 %
- up to 3 months (February 03, 2022) before the event: 50 %
- thereafter (from February 04, 2022): 100%

10. Stand assignments, hall planning

10.1 The allocation of the exhibition space is made by the Organiser and will be communicated in writing before the event. Complaints must be reported in writing by the Exhibitor within one week after receipt of the confirmation of the exhibition space. However, the allocation becomes binding only after payment of the entire invoice amount.

10.2 Nevertheless, the Organiser shall be entitled, for compelling reasons, to relocate the allocated exhibition space and to refer the Exhibitor concerned to equivalent areas, in particular to change the Exhibitor's exhibition space according to location, type, dimensions and size, provided this is for reasons of safety, security, public order or is necessary because the respective trade fair is oversubscribed and further exhibitors must be admitted to the fair or because changes in the space allocations are required for a more efficient utilisation of the space and space required for the fair. The Organiser is entitled to change the occupancy of the other, in particular the neighbouring stands, the location of the entrances and exits to the exhibition centre and the halls and to make other reasonable changes

However, such subsequent changes must not exceed the scope that is reasonable for the Exhibitor. Insofar as subsequent changes result in a reduced stand rental, the difference shall be reimbursed to the Exhibitor.

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10.3 If the location, type, dimensions or size of the exhibition space leased by the Exhibitor are subsequently changed in an extent that is no longer reasonable for the Exhibitor, the Exhibitor shall be entitled to withdraw from the contract within one week after receiving the written notice from the Organiser.

10.4 Compensation for non-performance is excluded, subject to the liability rules below under no. 22.

## 11. Stand layout and arrangement

11.1 The furnishing of the stands is the responsibility of the Exhibitors.

11.2 In the design of the exhibition stands, partition walls to neighbouring stands and floor coverings are mandatory. Stand walls over 3 m require a separate approval of the Organiser. Rear walls are to keep the neighbouring stands clean and neutral above 2.50 m.

11.3 On a corridor side, at least 30% of the front must be open, and after a maximum of 6 m there must be a passage of at least 2 m. For walls more than 6 m wide, the written consent of the stand neighbour must be obtained. Constructions or facilities shall be arranged within the stand boundaries in such a way that neighbouring exhibitors are not impaired. All material used must be flame retardant.

11.4 Further conditions regarding the stand design are reserved. Any special constructions must be submitted to the trade fair management at least 2 months before the start of the trade fair and approved by the Organiser.

## 12. Stand operation, contractual penalties, termination

12.1 The times for stand construction and stand dismantling are stated in the invitation. Work on the stand may only be carried out during the specified times.

12.2 During the entire duration of the fair and the defined opening hours, all stands must be properly equipped and staffed by qualified personnel. The removal of fair goods and dismantling of stands before the end of the fair is not permitted.

12.3 In the event of a culpable breach of the provision under 9.1, the Organiser is entitled to demand from the Exhibitor a contractual penalty of 25% of the stand rental, but not less than 500 euro.

12.4 The Organiser is entitled to exclude from participation in future events an Exhibitor who is not present in the stands during the daily opening hours of the fair, shows an unauthorised offer, or leaves the stands prematurely or in any other way violates the conditions for participation. The right to extraordinary termination of the contract and the assertion of all damages incurred by the Organiser remains unaffected.

## 13. Use of stands outside hours of operation

13.1 The use of the fair stand outside the opening hours of the exhibition (for example, for meetings, stand parties) requires the express written consent of the Organiser, and the Organiser must be notified in writing at least six weeks before the event.

13.2 The costs of additional hall security required for this purpose depend on the size of the stand and the number of people present and must be borne by the Exhibitor. Use of the stand outside the opening hours is possible up to 10 pm.

## 14. Impairment of the use of the stand

If the Exhibitor is unable to use his stand space or if he is impaired in the use of his stand because he has violated legal or official regulations or provisions of the Conditions of Participation or the Technical Guidelines, he is nevertheless obliged to pay the stand rental fee in full and to compensate the Organiser for all damages caused by the behaviour of the Exhibitor, its legal representatives or vicarious agents; the Exhibitor is not entitled to a right of withdrawal or termination, unless such a right necessarily is based on the law.

## 15. Technical services

Technical services can be downloaded at [www.battery-experts-forum.com](http://www.battery-experts-forum.com).

## 16. Exhibitor badges, Organiser's termination right

16.1 For the duration of the opening hours of the respective fair, the Exhibitor shall receive exhibitor passes free of charge. Exhibitor passes must be actively ordered by the Exhibitor.

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16.2 Exhibitor passes are not transferable and may not be given to third parties, such as to persons or companies who want to offer goods or services on the exhibition grounds without the Organiser's permission.

16.3 In the case of unauthorised use or transfer of exhibitor passes, the Organiser has an extraordinary right of termination against the Exhibitor.

**17. Notice of defects**

Complaints regarding any defects in the stand or the exhibition space must be reported in writing to the Organiser immediately after occupancy, but at the latest on the last setup day so that the Organiser can correct any defects. Later complaints may not be taken into account and, subject to the liability provisions in paragraph 22, do not lead to any claims against the Organiser.

**18. Gastronomic supply, delivery of beverages or food**

18.1 The gastronomic supply within the trade fair grounds including beer and beverage deliveries is made exclusively by the contractually bound companies.

18.2 The delivery of beverages or food (including samples) of any kind for a fee as well as the serving of alcoholic beverages requires the special permission of the Organiser. The same applies to the - even gratuitous - delivery of beverages or food (including samples), if they are supplied to the Exhibitor by professional caterers.

18.3 The Exhibitor is in any case responsible for obtaining the necessary official permits (dispensing permit, health certificates, etc.).

**19. Promotional activities and events of the Exhibitor**

19.1 Promotional activities are limited to the Exhibitor's own stand.

19.2 Promotional activities in the corridors and general areas are prohibited.

19.3 Games of chance, raffles and drawings as well as admission ticket-dependent competitions are only permitted within the framework of applicable laws, in particular in compliance with the provisions of the German Fair Trade Practices Act (UWG). In the event of culpable infringements, the Exhibitor indemnifies the Organiser against third-party claims.

**20. Organiser advertising activity**

By participating in the exhibition, the Exhibitor agrees to the use of photos taken by the Organiser or on his behalf of his exhibition stand or the displayed exhibits, including the depicted brands and other company identifiers, by the event in their advertising and communication media. The Organiser is entitled to use the name and the company logo of the Exhibitor in connection with the Exhibitor and visitor advertising for the event in any form (brochures, trade fair catalog, advertisements, posters, Internet, etc.). The Exhibitor shall provide a file with the company logotype and logo in electronic form for this purpose.

**21. Online publications of the Exhibitor**

21.1 The Organiser may authorise the Exhibitor to provide information for retrieval by visitors on the Battery Experts Forum website, in particular on Exhibitor profile and product information (collectively "Exhibitor Information").

21.2 The Exhibitor himself is responsible for this information according to the general laws. In particular, he ensures, prior to publication, that he has all the rights required for publication (right to make it publicly available) and that the published information complies with competition law principles and does not violate the rights of third parties.

21.3 The granted entry authorisation is non-transferable and must be protected in accordance with the state of the art against loss, unauthorised access or unauthorised disclosure. The Exhibitor shall inform the Organiser immediately after gaining knowledge about loss, any unauthorised access or unauthorised disclosure.

21.4 The Organiser in principle is not obliged to check the Exhibitor information before the provision for retrieval. If rights of third parties are violated on the basis of or in connection with Exhibitor information and if the Organiser (a) is informed of the infringement by third parties or (b) third parties assert claims against the Organiser, the Organiser shall immediately notify the Exhibitor upon receipt of the notice letter or the claim notification of the third party. The Exhibitor shall immediately revise the Exhibitor information in such a way that it no longer violates the rights of third parties or otherwise provides the Exhibitor information without any legal errors. The Organiser is entitled to temporarily suspend the publication of the Exhibitor information concerned.

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22. Liability, time limits, limitation periods

22.1 If the Organiser is obliged to extend, shorten, postpone or cancel the event due to force majeure or for other reasons beyond his control, to relocate the venue or to reduce or enlarge the planned number of participants, the Exhibitor shall not be entitled to withdraw or have termination rights, or other claims. This also applies to a possible postponement due to the Covid-19 situation or similar pandemics, which may entail restrictions or specifications. If it is not possible for the organizer to carry out the event economically under the restrictions and regulations applicable at the time of the event, the same regulations apply analogously to force majeure. In case of the failure of the event, both contracting parties are released from their contractual obligations. Any amounts already paid, reimbursements or fees shall be refunded. However, the Exhibitor is obliged to remunerate work and services already performed in full. Further claims, in particular claims for damages, against us are excluded.

22.2 If the Organiser is responsible for the cancellation of the event, the Exhibitor is released from his contractual obligations. A claim for damages against the Organiser is, subject to the following regulations, limited to foreseeable and typical contractual damages.

22.3 The Organiser is not liable for damages resulting from theft or other destruction of exhibit goods and stand equipment.

22.4 Furthermore, the Organiser is liable according to the legal provisions, but with the following restrictions: In case of slight negligence, the Organiser is liable only if essential contractual obligations are violated and only for damages that are typical for the contract and foreseeable. Insofar as the liability for damages is excluded or limited, this also applies with regard to the personal liability for damages of the employees, workers, collaborators, representatives and vicarious agents. Liability for culpable injury to life, body or health remains unaffected; this also applies to the mandatory liability under the Product Liability Act.

22.5 If the liability according to the above regulations is effectively limited, Exhibitor claims shall lapse unless he has asserted them in writing to the Organiser within 2 weeks of the end of the exhibition.

22.6 If the liability according to the above regulations is effectively limited, the claims of the Exhibitor against the Organiser shall lapse within 6 months from the end of the event.

22.5 The Exhibitor is liable to the Organiser for any damage caused by his participation in the event. His own fault is equal to that of his assistants, vicarious agents, relatives and representatives. The Exhibitor is liable in particular for all damages incurred by the Organiser or third parties as a result of their activities in connection with the event. All incurred damages must be reported immediately.

23. Conduct towards other Exhibitors

The Organiser expects the Exhibitors to observe the industrial property rights of other Exhibitors. If it is proved through the submission of a court decision that an Exhibitor infringes the industrial property rights of another Exhibitor or the BMZ Group, the Organiser may terminate the Exhibitor contract without notice and remove the Exhibitor from the exhibition venue.

24. Arrival and stay provisions

The Organisers' offer to buy a stand space does not exempt the customer from the obligation to obtain timely and comprehensive information about the relevant arrival requirements in the Federal Republic of Germany, in particular about the possible requirement of a visa. The Organiser does not accept responsibility for any disadvantages for the customer if he does not observe the valid entry and stay regulations.

25. House regulations

The house and user regulations of the trade fair shall apply; they are sent to the exhibitor with the technical documentation. Overnight stays in the halls are prohibited. The Exhibitor is obliged to take into consideration the other participants in the event, not to offend against good morals and not to misuse his participation in the event for ideological, political or other non-event purposes.

26. Data protection

BMZ Group protects your personal data. BMZ Group shall treat the data provided by the participant as confidential and use it only in accordance with the data protection provisions. Personal data are considered to be all data stored in connection with the name. The inventory data transmitted by the participant/customer (first name, last name, delivery and billing address, e-mail address, depending on the payment method, also account details, credit card number, expiration date of the credit card) shall be stored and used by BMZ Group in the subscriber or participant file and - if necessary -

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passed on to contracted service providers. Unless otherwise specified by the purchaser, the BMZ Group in future shall inform him about its events and, if necessary, contact him by fax, e-mail or telephone. The BMZ Group shall take the greatest possible precautions for the security of your data.

27. Photographing, filming, video recording and drawing

During the event, photos and possibly videos will be taken and used in part on the Battery Experts Forum website and for promotional purposes. By participating in the event, you agree to permit the use of the photos and videos in which you appear for the purposes described.

28. Applicable law, jurisdiction and place of fulfilment

28.1 German law shall apply with the exclusion of the UN Convention on the international sale of goods.

28.2 If the participant is a registered trader, a legal entity under public law, or a special fund under public law, the place of performance and place of jurisdiction shall be Frankfurt.

29. Severability clause

Should any provision contained in these conditions be or become ineffective or should a gap arise, this shall not affect the validity of the remaining provisions. The ineffective provision or the gap shall be deemed replaced by the effective provision which comes as close as possible to what BMZ GmbH and the Purchaser would have agreed upon if they had recognised the ineffectiveness or gap.

Karlstein, May 2021

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