



## EXHIBITION REGULATIONS OF MESSE WELS GMBH



1. Scope: The General Conditions of Participation shall apply to all rental agreements between the Messe Wels GmbH (MW) and the exhibitor as contractual partner, which are concluded within the framework of participation as an exhibitor at exhibitions in which MW acts as the event organiser.

2. Registration: Registration as an exhibitor at the exhibition shall be done in writing using a registration form provided by MW. With the company's signature on the registration, the exhibitor places a binding and irrevocable tender to participate in the exhibition. Provisos, cancellations, supplements and amendments made in the registration form and in the Conditions of Participation shall be redundant. With registration, the exhibitor shall accept the General Conditions of Participation. There shall be no legal claim to conclusion of a contract and participation at the exhibition on the part of the exhibitor. MW shall reserve the right to reject registrations. Reasons for rejection may be: The exhibitor has not settled obligations from earlier events or legal transactions. In the past the exhibitor has violated the provisions of the Conditions of Participation or other legal provisions. The registered products and services contravene the topic of the exhibition or are not considered suitable for other reasons by MW or they contradict other legal provisions and interests.

3. Allocation of stand position: With the confirmation of contract, the exhibitor shall be allocated a stand position, which is specified on the enclosed plan. (Confirmation of stand position). MW shall be entitled to move or close the entrances and exits to the exhibition site as well as the halls and to carry out other physical alterations. After conclusion of contract, MW can change the overall exhibition space of the exhibitor in relation to its position, type, dimensions and size should this be necessary for security reasons, the public order or because other exhibitors are admitted to the exhibition or because changes to allocated positions are necessary for a more efficient utilisation of the rooms and areas. However, such subsequent changes may not exceed what is reasonable for the exhibitor. MW is entitled to change the stand dimensions by a difference of +/- 15% of the confirmed stand position and to change the stand rental fee to the same extent.

4. Co-exhibitors, sub-exhibitors: The co- or sub-exhibitor shall be someone who is present with their own staff and offering at the stand of an exhibitor (main tenant). The participation of sub-exhibitors shall only be admissible if they have been registered and approved by MW. A fee must be paid for sub-exhibitors. This approval shall not give rise to any legal relationship between MW and the sub-exhibitor. The same terms shall apply analogously for sub-exhibitors as for exhibitors. The main exhibitor must ensure that this is the case and shall be liable with regard to this vis-a-vis MW.

5. Payment conditions: The exhibitor shall receive an invoice of all ordered and binding services provided in the course of registration. This invoice shall be immediately payable, and payment is the premise for obtaining the exhibition space and the issue of exhibition passes, parking tickets and the like. Additional services can be ordered by the exhibitor in line with the service documents of MW (e.g. advertising services, IT equipment, stand constructions). These shall be invoiced separately, whereby due prepayment may include but is not limited to consumables such as energy, water etc. In general, MW shall be entitled to refuse the exhibitor the due services until the exhibitor has settled their financial obligations towards MW - also those dating from earlier events. To secure claims arising from the contractual relationship, MW shall reserve the right to assert the statutory tenant lien. MW shall assume no liability for damages to retained objects. Should the exhibitor wish an invoice to be changed because the name, the legal form or the address has changed, a payment of €50.00 shall be due for each invoice amendment. This shall also apply to corrections to the value-added tax of foreign companies. If a third party is specified as the invoice recipient, this does not release the exhibitor from their payment obligation. If an invoice is not paid by the invoice recipient, MW will take legal action against the contractual partner. The conditions of payment and due dates of the original invoice shall continue to apply. MW shall be entitled to invoice the exhibitor electronically.

6. Termination of contract: The exhibitor shall have no right to withdraw from the contract apart from the statutory rights of withdrawal. The exhibitor shall have no right to change the exhibition space which they have already rented and in particular no right to decrease the area. Should the exhibitor cancel their participation in the exhibition, then MW shall be entitled to otherwise dispose of the rental area regardless of whether the exhibitor has a right of withdrawal or not. Should the exhibitor withdraw from the contract, they shall undertake to pay until eight weeks prior to the event a forfeit in the amount of 40% of the invoice which was sent with confirmation of the location of the stand. In the event of withdrawal at a later date, 100% is payable.

Should registration not have been withdrawn pursuant to point 1 by 8 weeks prior to the event and no invoice of all the ordered and binding services pursuant to point 5 was issued, then the forfeit shall be calculated in accordance with the ordered and binding services pursuant to the registration form. If the exhibitor has not occupied the exhibition stand by 12 pm of the final set-up day and MW has not been informed by the exhibitor of the start of setting up, then MW can terminate the contractual relationship with immediate effect. MW shall be entitled to terminate the contract if restructuring and bankruptcy proceedings were initiated and participation at the exhibition was not confirmed in writing by the authorised party within 4 weeks, at the latest 8 weeks, before the start of the exhibition. Should the exhibitor not pay outstanding debts pursuant to the point Payment conditions, the exhibitor shall have violated a duty to respect the rights, legally protected rights and interests in particular of MW. MW shall be entitled in these cases to claim, as compensation, 100% of the invoice amount of the confirmation of location of the stand.

8. Warranty, complaint: Potential defects of the rental shall be immediately reported in writing to MW at the latest before the start of the exhibition, so that MW can remedy these defects. Complaints at a later date cannot be taken into consideration and shall not lead to claims against MW.

9. Liability and compensation: MW shall not be liable for any damages and losses to the goods brought to the exhibition by the exhibitor or to the stand furnishings. With regard to this, it is irrelevant whether the damages and losses occurred before, during or after the exhibition. The exhibitor has an increased duty of care for the safety of their goods during the setting up or dismantling of the stand as well as during the exhibition and outside the opening hours of the exhibition. In particular, exhibited objects which are valuable and can be easily moved must be secured during presentation and stored at the exhibitor's own risk. The same shall apply to the exhibitors' vehicles parked on the grounds of MW. The exhibitor shall be liable for all personal, property and other damages which are caused in the course of their participation on the grounds of Messe Wels. MW shall assume no liability for false entries in the exhibition catalogue or other types of printed materials. Should it be necessary for MW to change the date or location of the event for whatever reason - in particular due to the COVID-19 pandemic - the exhibitor shall have no right to claim compensation or withdraw from the contract. If it is not possible to hold the event due to force majeure, then MW can, as compensation for costs incurred, invoice for 25% of the services ordered pursuant to point 5. This does not apply in case of cancellation due to COVID-19.

10. Insurance: MW expressly points out that goods and materials brought by the exhibitor are not insured by MW and that there is no obligation on the part of MW to do so. Each exhibitor shall be obliged to conclude their own exhibition insurance policy to cover such risks. This can be ordered via the service documents of MW.

11. Surveillance: MW shall provide general surveillance of the hall and the grounds during the exhibition event. There shall be no legal right to surveillance of a specific stand and/or guarding from theft. This must be ordered separately from MW.

12. Stand supervision: The exhibitor undertakes to open the exhibition stand in accordance with the opening hours and staff it with competent staff. In the event of failure to comply with this requirement and the stand being left unattended, MW shall be entitled to charge a fine of € 700.00.

13. Exhibition passes/parking tickets: Each exhibitor shall receive a certain number of exhibitors passes and parking tickets corresponding to the size of the stand. Additional numbers can be ordered for a fee.

14. Taking photos, filming: MW shall be entitled to have photographs taken and films made of the events of the exhibition, the stands and the exhibited goods and to use them for advertising purposes or general press publications.

15. Data protection: The exhibitor shall grant their explicit consent to publishing the data they disclosed to MW for the purpose of advertising the event.

16. Advertising measures during the exhibition: As a matter of principle, advertising measures shall only be permitted at the exhibitor's own exhibition stand. Advertising for unregistered companies and products shall be prohibited. As is advertising for any kind of other events with a comparable exhibition theme as well as the laying out and distribution of trade journals which contain advertising for comparable events. MW offers additional advertising forms outside the exhibition stand (external advertising and the like). These can be ordered for a fee. Surveys outside the exhibition stand shall not be permitted.

17. **Exhibition sale:** The direct sale of products and services registered on the registration form to exhibition visitors shall be permitted. Other products or services, in particular gastronomic services, require a separate permit. All products and services must be labelled in accordance with the Austrian Price Labelling Act (PrAG). MW shall have the right to prohibit the sale of non-registered products. The provision of free catering at the exhibition stand to exhibition visitors for the purpose of customer care shall be permitted.

18. **Stand receptions/noise/product presentations/stand supervision:** Functions at the exhibitor's own stand after the close of the exhibition must be registered with MW three weeks before the start of the exhibition at the latest; they require a permit and are subject to a fee. Functions may be held from 6pm until 10.30pm. Musical performances shall be permitted from 6pm; the volume may not exceed a level of 70 dB at the boundary of the exhibition stand. The provisions of the written approval of MW shall apply. The exhibitor shall exercise consideration for other exhibitors when giving general product presentations at the exhibition stand; the volume may not exceed 70 dB at the boundary of the exhibition stand. Any demonstrations or operation of machines, stoves, etc. shall be conducted in compliance with the applicable safety requirements. The exhibitor undertakes to participate in the exhibition and to staff the exhibition stand with competent staff throughout the hours of opening.

19. **Stand construction, stand design, suspensions:** The rented stand areas shall be handed over without partitions and other fixtures. Stand plans with a construction height of over 3 metres or built over two storeys must be submitted to and approved by MW 2 months prior to the start of the event. With regard to two-storey constructions, 50% of the stand rent will be calculated for the area of the storey. The official requirements with regard to escape routes and sprinkler systems must be adhered to. The costs of this shall be borne by the exhibitor. The sides of the stand facing the neighbour must be kept neutral, white, clean and free of installations above a height of 2.5 metres. It is obligatory to erect a boundary wall to the neighbouring stand which shall be at least 2.5 metres high. These walls can be ordered through MW/WeDesign. An appropriate distance must be maintained with regard to advertising media placed in the direction of the direct neighbours. The erection of closed walls shall be permitted if these do not take up more than 70% of the respective side of the stand, otherwise approval by MW must be obtained. This provision shall not apply if the walls are at least 2 metres from the exhibitor's own stand boundary or are not higher than 1.2 metres. Building over or decorating the exhibition aisles shall not be permitted and shall require approval by MW in special cases. As a matter of principle, decorating the aisles shall not be permitted - the laying of different-coloured carpets or similar measures may in exceptional cases be permitted by MW. The mechanical attachment of objects to floors, walls and hall decorations shall not be permitted. Decorations and the like which contravene the style and content of the exhibition must be changed or removed by order of MW. Suspensions can only be made at the designated suspension points in halls 19, 20, 21.

20. **Suspensions:** For safety and liability reasons, ceiling suspensions can only be manufactured by MW and must be ordered separately. In the event of non-compliance, other suspensions, which have been mounted, will be disassembled at the expense of the exhibitor or respectively an expert opinion from a static engineer must be submitted by the exhibitor. In the event of non-compliance with stand construction and stand design guidelines, the exhibitor must create at their own expense a state in compliance with the contract. MW shall be entitled to instigate these changes at the expense of the exhibitor.

21. **Outside area, tents:** Approval from the technical direction of MW shall be required for the mooring of tents, guys, flagpoles or the like in the outside area. The available supply lines in the ground pursuant to the plans must be taken into consideration. Tents must be erected and operated in accordance with the Austrian ÖNORM EN 13782 version: 2015-06-01 „Temporary structure - Tents - Safety". The inspection log book (tent book) must be kept at the event location and must be presented upon request to the authority. The correct erection of the tent system must be confirmed by an authorised specialist (civil engineer or certified tent master). The inspection results and/or proof must be kept ready and presented upon request.

MW shall not be obliged to keep the exhibition grounds free of snow. Stand plans in the outside area with a construction height of over 5 metres or built over two storeys must be submitted to and approved by MW 2 months prior to the start of the event. The height of constructions in mobile halls is structurally limited to 2.5 metres. The maximum floor load is 500 kg/m<sup>2</sup>. Higher superstructures shall require approval.

22. **Technical stand equipment:** Power, water, light, compressed air and data connections shall be exclusively created by MW and must be ordered from MW. Operation of the exhibitor's own Wi-Fi network at the exhibition stand shall require the consent of MW. Independent intervention in or handling of the supply networks of MW shall be strictly forbidden. MW shall assume no liability for damages caused by performance fluctuations, interruptions by the provider, force majeure or official measures.

23. **Setting-up and dismantling times:** The times for setting up and dismantling shall be announced by MW for each event. Should the times be exceeded, MW shall be entitled to invoice for the costs incurred. Should the dismantling times be exceeded, MW shall be entitled to return the stand location to its original condition at the expense of the exhibitor. A premature, even partial dismantling of the exhibition stand during opening hours shall be expressly forbidden. Under no circumstances shall it be allowed to commence dismantling of the exhibition stand prior to the official end of the event. In the event of violation, MW shall be entitled to charge a forfeit of € 700.00.

24. **Cleaning:** MW shall provide the cleaning of the exhibition grounds and hall aisles. Residual waste shall be exclusively disposed of using the containers and garbage bags provided by MW. MW shall reserve the right to charge a fee for waste disposal. The exhibitor is responsible for cleaning the rented stand area, which shall only be permitted outside opening hours. In the event of non-compliance with these provisions, MW shall be entitled to invoice for the costs incurred. Stand components, carpets, products or the like which are left at the end of the exhibition shall be disposed of by MW for a fee.

25. **Driving on the exhibition grounds, parking:** It shall be permitted to drive with all types of vehicles and at one's own risk only in the marked areas and car parks on the exhibition grounds. Entry to the exhibition grounds for exhibitors and their employees shall only be permitted with a valid pass. It shall not be permitted to drive on the exhibition grounds during the event. MW may make exceptions to this and grant a corresponding entry authorisation. MW shall be entitled to charge an entry deposit for temporary entry authorisations, also during setting-up and dismantling times, in order to limit the maximum stay and thus enable smooth setting up and dismantling operations. If the deadline is exceeded, the deposit shall be forfeited. Camper vans and caravans may only park on the exhibition grounds with the approval of MW. No vehicles over 3.5t and containers, boxes or any kind of empties may be placed on the grounds during the exhibition's opening hours. MW shall be entitled to remove these at the expense of the owner.

26. **Exhibition haulier:** The haulier commissioned by the Messe Wels shall exercise sole haulage rights on the exhibition grounds. Haulage services within the exhibition grounds may only be ordered from them.

27. **Place of jurisdiction, severability clause, fees:** The place of jurisdiction and performance shall be Wels. The exhibitor shall bear the fees and taxes associated with the rental agreement. Should individual terms of these terms and conditions become partially or fully ineffective or should there be a gap in them, then this shall not affect the validity of the other terms. Any such term should be replaced by a suitable provision that comes closest to what the contractual partners would have wanted. Both contractual partners shall waive the right to rescind for lesion beyond moiety pursuant to ABGB [Austrian Civil Code] section 934.