

# General Terms of Participation A

## Messe München GmbH



Messe München

### A 1 Applications

All potential exhibitors wishing to take part in the event are to express their wish to do so by submitting an application as exhibitors for the respective event to Messe München GmbH. The application can be filed online or by using a print copy of the "Application" form, duly completed and signed, to be submitted to Messe München GmbH. With the application, exhibitors express to Messe München GmbH their serious interest in taking part in the event as exhibitors. Messe München GmbH is entitled to treat applications which are received after the application deadline or after the start of stand allocation as set out in the Special Terms of Participation (B), as late applications and desist from processing them. All exhibits must be described precisely in the application form. Co-exhibitors and additionally represented companies must be named in the application form. The same particulars must be specified for them as for the exhibitor. Incomplete applications cannot be considered. This application procedure does not apply to organizers of joint stands. They are not exhibitors as defined by the Terms of Participation.

### A 2 Admission

The exhibitor accepts that the General Terms of Participation A, Special Terms of Participation (B) and the Technical Guidelines are legally binding as soon as an application has been submitted. Messe München GmbH submits a placement proposal (stand offer) to the exhibitor in writing. The exhibitor must accept this placement proposal within the set time limit. The exhibitor's acceptance of the placement proposal represents its contractual offer, from which the exhibitor cannot withdraw once it has been received by Messe München GmbH. The contract concerning stand space rental and participation in the fair or exhibition is not deemed to have been concluded before Messe München GmbH provides its notice of admission. Messe München GmbH's notice of admission also constitutes its acceptance of contract. As a general rule, the acceptance of contract occurs in such a timely manner as to provide the exhibitor with sufficient time for the appropriate preparation of its participation at the given event. The acceptance of contract can occur within a period of up to three months following the submission of the contractual offer. The acceptance of contract can also occur at a subsequent point in time if Messe München GmbH has informed the exhibitor to this effect in text form prior to its submission of the contractual offer.

The length of the acceptance period is necessary due to the fact that Messe München GmbH may have to undertake space reallocation that may affect exhibitors on account above all of the rejection of proposed allocations by other exhibitors and the subsequent submission of applications by other exhibitors. Exhibitors do not have a legal claim to admission unless such a claim exists by law. Exhibitors who have not fulfilled their financial obligations vis-à-vis Messe München GmbH, e. g. in respect of previous events, or have infringed the regulations governing the use of the Messe München (Munich exhibition center) or MOC Veranstaltungszentrum München or the Terms of Participation, may be excluded from admission.

Messe München GmbH is entitled to withdraw from the contract or to terminate the contractual relationship without notice if admission was based on incorrect or incomplete statements by the exhibitor, or if, at a later date, the exhibitor no longer fulfills the conditions for admission.

Only such items as have been declared and admitted may be exhibited. Hired or leased items may not be exhibited. An exception is made in the case of objects which are not part of the given exhibitor's range of goods, but which are required for the exhibitor's display (e. g. for demonstration purposes). No products may be exhibited that were manufactured by way of exploitative child labor as defined under the provisions set out in ILO Convention 182.

Co-exhibitors may not be admitted, nor additional organizations represented, unless expressly specified in the notice of admission.

Messe München GmbH may differ from the type, size and location of the exhibition space requested by the exhibitor and, as far as permitted by law, exclude exhibits from admission or make admission subject to appropriate conditions. The exhibitor's reservations, conditions, and particular wishes (e. g. regarding location, exclusion of competitors, stand construction or design) will be taken into account only if expressly confirmed in the notice of admission.

Space will be allocated according to Messe München GmbH's requirements and the prevailing conditions, and in accordance with the classification system for the fair as applied by Messe München GmbH at its own discretion, and not according to the order in which applications are received.

### A 3 Rental contract

The rental contract comes into force when Messe München GmbH has notified the exhibitor in writing that he is admitted. This generally occurs when layout planning work has been completed. The allocation of the other stands, in particular of neighboring stands, can change up until the time the fair opens. Messe München GmbH is also entitled to relocate or close entrances to and exits from the exhibition grounds and halls, and to make other structural alterations. Exhibitors cannot make claims against Messe München GmbH because of such changes. Messe München GmbH may also subsequently, i. e. after conclusion of the rental contract, change space allocations, and in particular change the location, type, dimensions and size of the exhibition area rented by the exhibitor, insofar as this is necessary for reasons of safety or public order, or because the fair is oversubscribed and further exhibitors must be admitted or because changes in the assignment of exhibition space ensure that the facilities and space required for the fair are used more efficiently. However, such subsequent changes may not exceed the scope which the exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lower participation fee, the difference in amount will be refunded to the exhibitor. Further claims against Messe München GmbH are excluded.

If exhibitors cannot use their stand space or are prevented from making full use of same because they have infringed legal or official regulations or the General Terms of Participation A, Special Terms of Participation (B) or the Technical Guidelines, they are nevertheless obliged to pay the participation fee in full and to pay Messe München GmbH compensation for all damage caused by themselves, their legal representatives or their agents; exhibitors are not entitled to cancel or terminate the contract unless the law specifically entitles them to do so.

The exhibitor may not move, exchange or share its stand, nor surrender it either in part or in full to such third parties as are neither co-exhibitors admitted by Messe München GmbH nor additionally represented companies admitted by Messe München GmbH without Messe München GmbH's prior written consent.

### A 4 Co-exhibitors and additionally represented companies

A co-exhibitor is one that presents its own goods or services, using its own staff on the stand of another exhibitor (the main tenant). This definition includes group companies and subsidiaries. Agents and representatives are not admitted as co-exhibitors.

In the case of an exhibitor that manufactures in its own right, an additionally represented company is any other company whose goods or services are offered by the exhibitor. If an exhibitor that is a distributor displays not only the products of one manufacturer but also the goods and services of other companies, then these count as additionally represented companies.

Admission of the exhibitor does not mean that a contract has been concluded between the co-exhibitors registered by it for participation or other companies it additionally represents and Messe München GmbH. The participation of co-exhibitors is only allowed if they have been admitted for participation by Messe München GmbH. The participation of companies as additionally represented companies is only allowed if this is foreseen in the Special Terms of Participation (B) and they have been admitted for participation by Messe München GmbH. Co-exhibitors and additionally represented companies may only be admitted for participation by Messe München GmbH if they would have qualified for admission as exhibitors in their own right. The participation of co-exhibitors and the participation of companies as additionally represented companies is then subject to payment of the relevant charges if this is required by the Special Terms of Participation (B). The charge for co-exhibitors and additionally represented companies is payable by the given exhibitor; it can also be invoiced subsequently by Messe München GmbH after the fair is over.

The exhibitor is responsible for ensuring that its co-exhibitors and other companies it represents comply with the General Terms of Participation A, Special Terms of Participation (B), the Technical Guidelines as well as the instructions of the exhibition management. The exhibitor is liable for the debts and negligence of its co-exhibitors or additionally represented companies as if they were its own. The exhibitor cannot legally demand that Messe München GmbH accepts service orders from a co-exhibitor. The exhibitor has the option to order services for the co-exhibitor from Messe München GmbH in his own name. Messe München GmbH is entitled to make the co-exhibitor aware of this option.

### A 5 Cancellation of contract

If the location, type, dimensions or size of the exhibition area rented by the exhibitor are subsequently changed to the extent that the exhibitor can no longer be reasonably expected to accept the exhibition area, the exhibitor is entitled to withdraw from the rental contract within one week of receiving written notification by Messe München GmbH. Otherwise, apart from its statutory rights to withdraw from the contract, the exhibitor has no right to withdraw from this contract.

Should the exhibitor declare its withdrawal from the given event, Messe München GmbH is, irrespective of whether the exhibitor concerned has the right of cancellation, entitled to otherwise dispose of the rented space. Any exhibitor canceling its participation without being entitled to do so and, as such, defaulting on fulfillment of contract without good reason, is to pay Messe München GmbH the participation fee if the stand space is left empty during the event or even if Messe München GmbH is able to re-let the space concerned; in the latter case, however, Messe München GmbH is to offset the value of the expense saved and the advantages it has gained by re-letting or otherwise using the given stand space. In addition to re-letting the stand space to another exhibitor, other usage thereof may also and above all involve Messe München GmbH transferring its usage to a third party who would otherwise have been placed elsewhere to avoid giving the impression of a gap in the stand arrangement or re-designing the stand space to conceal the fact that it is not occupied. To the extent that Messe München GmbH re-lets the stand space to another exhibitor, who would otherwise have not been placed elsewhere, the exhibitor must pay 25% of the agreed participation fee as flat-rate compensation for expenses incurred by Messe München GmbH because the exhibitor withdrew from the contract without being entitled to do so. Messe München GmbH's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has incurred fewer expenses. To the extent that Messe München GmbH has not rented out the exhibition space to another exhibitor, who would otherwise not have been placed elsewhere, but used the space for other purposes, the exhibitor is to pay Messe München GmbH for expenses incurred resulting from this other utilization of the exhibition space.

The exhibitor has no entitlement to a change in the stand space already rented and above all not to a reduction in the size of the stand space concerned.

Messe München GmbH is entitled to withdraw from the contract if the exhibitor fails to meet its financial obligations arising from this contract, Messe München GmbH extends the deadline by 5 days and this deadline for payment is not met either.

Messe München GmbH is also entitled to withdraw from the contract if the exhibitor neglects its duty arising from this contract to respect Messe München GmbH's rights, objects of legal protection and interests and Messe München GmbH can no longer be reasonably expected to adhere to the contract.

In the aforementioned cases, Messe München GmbH is entitled not only to withdraw from the contract but also to demand from the exhibitor the agreed participation fee as flat-rate compensation. Messe München GmbH's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has sustained less damage.

### A 6 Force majeure, cancellation of the event

If Messe München GmbH is compelled, as a result of force majeure or other circumstances beyond its control (e. g. failure of the power supply), to vacate one or more exhibition areas temporarily or for longer periods, or to postpone or curtail the fair, the exhibitors do not thereby acquire the right to withdraw, cancel or reduce payment, nor do they have any other claims against Messe München GmbH, in particular claims for damages. The same applies if the exhibitor cannot participate in the event due to force majeure or some other reasons beyond Messe München GmbH's control. If the exhibitor is prevented from participating in the fair for a reason for which it is personally responsible, the provisions set out in section A 5 paragraph 2 apply.

If Messe München GmbH cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for Messe München GmbH to hold the event, Messe München GmbH is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.

#### **A 7 Participation fees, lien, invoices**

The participation fees are calculated in accordance with the rates specified in the Special Terms of Participation (B) (see "Participation fees"). Each square meter or part thereof will be included in full in the calculation, the floor area always being considered rectangular, without taking account of projections, supports, service connections and the like. In accordance with the Special Terms of Participation (B) (see "Advance payment for services," a lump-sum advance payment will be charged for such services (e. g. electricity, water and telephone connections, technical services, signage, supply of electricity, water, etc.) as the exhibitor can use on its stand, provided they have been ordered previously and in good time as specified in the Exhibitor Service Package, regardless of the existence or size of an order. The advance payment for services does not include stand construction and publishing services (catalog entries, Internet services, etc.). If the actual cost of the services exceeds the advance payment for services, the exhibitor will be charged the difference between the actual cost of the services and the advance payment in the final invoice, issued several weeks after the end of the event. If the advance payment for services exceeds the actual cost of the services, the exhibitor will be refunded the difference between the advance payment and the actual cost of the services several weeks after the end of the event. The exhibitor has no claim to interest on the advance payment for services.

The exhibitor will usually receive the invoice for the participation fee, with which the advance payment for services is also charged, together with notice of admission. The notice of admission and the invoice are as a general rule combined in one printed form.

The participation fee, the advance payment for services and the fee for admitting co-exhibitors must be paid before the exhibitor may occupy the exhibition area, entries are made in the fair media (print, online and, if applicable, mobile) and exhibitor passes are provided. Messe München GmbH is entitled to withhold exhibition services due, including the supply of electricity, water, compressed air etc., which an exhibitor has ordered from Messe München GmbH, until the exhibitor has fulfilled his financial and other obligations towards Messe München GmbH, also from previous events. If the exhibitor is not the invoice recipient, Messe München GmbH is entitled to withhold the exhibition services due for the event until the invoice recipient has fulfilled his financial and other obligations towards Messe München GmbH; Messe München GmbH may inform the exhibitor about its claims against the invoice recipient, provided that the exhibitor would be affected by the exercise of the right to withhold performance as set out above. Payment terms and conditions for all invoices issued by Messe München GmbH relating to the event are based on the Special Terms of Participation (B) (see "Terms and Conditions of Payment").

Messe München GmbH reserves the right to enforce its lessor's distraint entitlement, as permitted by law, in order to secure its claims arising from the rental. The exhibitor must inform Messe München GmbH at any time about the ownership of items that are exhibited or to be exhibited. If an exhibitor does not meet its financial obligations, Messe München GmbH can retain the exhibits and stand fittings and, at the exhibitor's expense, sell them at public auction or privately. The legal provisions on the realization of the pledge are—as far as permitted by law—waived. Messe München GmbH does not accept liability for damage to exhibits and stand fittings retained under this clause, unless Messe München GmbH is guilty of intent or gross negligence.

Due to value-added tax legislation requirements, Messe München GmbH can only issue or read-receive invoices to an invoice recipient other than the exhibitor, if the recipient is Messe München GmbH's contractual partner concerning the services to be charged. If the exhibitor wants to designate the invoice recipient as the contractual partner of Messe München GmbH instead of himself, he can request an appropriate form for this purpose at the e-mail address provided in the application and return it to Messe München GmbH duly completed and with a legally binding signature. Messe München GmbH is under no obligation to accept the different invoice recipient named by the exhibitor as its contractual partner. To the extent that Messe München GmbH has already rendered services to the exhibitor at the time of receipt of the request form, Messe München GmbH will have to charge these services to the exhibitor.

If Messe München GmbH issues an invoice with German VAT to an exhibitor with its registered head office based outside the Federal Republic of Germany and if Messe München GmbH could have issued this invoice without German VAT had the exhibitor provided Messe München GmbH with the necessary details in good time, Messe München GmbH is then entitled to demand payment of a charge of EUR 50 from the exhibitor if Messe München GmbH is at the exhibitor's request to replace the invoice issued with German VAT with one issued without German VAT.

Should the exhibitor wish to have an invoice re-issued because the name, legal form or address of the exhibitor has changed, the exhibitor is bound to pay Messe München GmbH a fee of EUR 50 for each invoice amendment unless the data included in the original invoice in respect of the name, legal form or address of the exhibitor was incorrect and Messe München GmbH was responsible for the incorrect data.

Messe München GmbH is entitled to issue invoices in electronic format to the exhibitor instead of paper invoices. Electronic invoices are sent to the exhibitor by e-mail in PDF-format. For this purpose, the exhibitor is to provide Messe München GmbH an electronic mail address, to which these electronic bills can be addressed (e-billing e-mail address). If available, this e-billing mail address should be a non-personalized e-mail address of the exhibitor's accounting department. There is no legal claim to the issuance of electronic invoices. Messe München GmbH is under no obligation to comply with all country-specific requirements for the issuing of electronic invoices. Upon request of the exhibitor, which is to be submitted in writing, Messe München GmbH will issue paper invoices to the exhibitor. Messe München GmbH is entitled to send reminders and other requests for payment to the exhibitor by e-mail.

#### **A 8 Warranty**

Complaints about any defects with regard to the stand or exhibition area are to be made in writing to Messe München GmbH immediately upon the exhibitor occupying the exhibition area, but by the last day of the stand set-up period at the latest, so that Messe München GmbH can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against Messe München GmbH.

#### **A 9 Liability and insurance**

Messe München GmbH is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which Messe München GmbH, its legal representatives or agents are responsible, as well as for other damage caused by intentional or grossly negligent breach of duty by Messe München GmbH, its legal representatives or agents. Messe München GmbH is also liable for any damage caused by negligent breach of cardinal contractual duties by Messe München GmbH, its legal representatives or agents. Cardinal contractual duties are those duties the fulfillment of which enable the contract to be duly executed at all and in the compliance with which the other contracting party may generally trust. If cardinal contractual duties are breached, Messe München GmbH is liable only if the damage is typical damage and not consequential damage and then only up to 5 times the net participation fee, but no more than EUR 100,000 per claim. Messe München GmbH is under no circumstances liable for damage to or loss of goods brought to the trade fair by the exhibitor or stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the fair. The same applies to vehicles left on the exhibition grounds by exhibitors, their employees or contractors appointed by them.

For its part, the exhibitor is liable for any culpable damage to persons or property caused by itself, its employees, contractors appointed by it or by its exhibits and exhibition facilities. Each exhibitor is obliged to take out such insurance offering adequate coverage with an insurance company licensed to operate in the European Union and to pay the premiums due (including insurance tax) in good time. The corresponding insurance coverage can also be applied for via the forms in the Exhibitor Service Package.

#### **A 10 Photography, filming, video recording, and sketching**

Only persons authorized by Messe München GmbH and in possession of a valid pass issued by Messe München GmbH may film, photograph or make sketches or video recordings in the exhibition halls or in the exhibition area located outdoors. Furthermore, Messe München GmbH may authorize the exhibitor to take professional photographs or film footage of his own stand, or to commission a photographer for the task. The permit includes access to the trade fair center for the photo and/or film team outside official opening hours. During official opening hours, valid passes are additionally required in order to obtain access to the trade fair center.

For film/video and photo shoots which draw on technical facilities of Messe München GmbH that are not located on the exhibitor's stand, the presence of a Messe München GmbH representative is required. Any costs incurred as a result are payable by the exhibitor insofar as they are not paid for by the photographer. For photo and film work carried out during closing hours at night, an accompanying security guard must be appointed at the expense of the applicant and/or exhibitor concerned.

Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, Messe München GmbH can demand that the recorded material be surrendered and take legal steps to achieve this end.

Messe München GmbH is entitled to have photographs, drawings, films and video recordings made of events at the fair, of stands and exhibits, and to use them for advertising or general press publications.

#### **A 11 Advertising**

The execution of advertising activities outside the confines of the given stand is prohibited at the exhibition center unless the advertising activities concerned are ones for which the exhibitor has submitted an application for approval with Messe München GmbH subject to payment of a charge. The charge concerned is set out in the order documents for advertising space. Messe München GmbH is entitled to prohibit such advertising activities outside the confines of the given stand at the exhibition center as have not been approved with particular regard to persons carrying advertising in a prohibited manner. Messe München GmbH is entitled to expel such persons as are used for carrying advertising in a prohibited manner from the exhibition center and to confiscate and/or remove and/or destroy such advertising materials as are prohibited. Messe München GmbH is further entitled to demand of the exhibitor executing advertising activities or having them executed by third parties outside the confines of the given stand at the exhibition center without Messe München GmbH's approval payment of flat-rate compensation amounting to twice the fee Messe München GmbH would have received for granting approval. Messe München GmbH's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has incurred fewer expenses.

#### **A 12 Catering, deliveries to stands**

Any catering services provided on the stand are the responsibility of the given exhibitor. Any permit in accordance with section 12 of the German Restaurant Licensing Act (Gaststättengesetz) that may be required for the provision of food and beverages on the stand must be applied for with the relevant city authorities at Kreisverwaltungsreferat München, Ruppertstr. 19, 80466 München, Germany. All relevant statutory regulations, particularly those in respect of the protection of non-smokers, require compliance. Exhibitors also have the option of appointing Messe München GmbH contractors with catering operations at the exhibition center to provide catering services on the given stand.

The supply of deliveries to exhibition stands particularly from sources located outside the exhibition-center is only possible to a limited extent. Messe München GmbH is entitled to restrict deliveries to stands to specific times only.

#### **A 13 Combating brand and product piracy**

Exhibitors are obliged to respect the property rights to which third parties are entitled. In cases where it is proved to exhibitors in a due manner that their exhibiting or offering of products or services and/or their promotional presentation or some other activity infringes the property rights to which a third party is entitled, the exhibitor undertakes in advance to remove the items concerned from the stand. If an exhibitor has been prohibited from exhibiting or offering products or services and/or promotionally presenting same by way of a decision handed down by a German court (verdict, order), and the given exhibitor refuses to comply with the court decision to refrain from exhibiting or offering products or services and/or promotionally presenting same on its exhibition stand, Messe München GmbH is entitled to exclude the given exhibitor from the event concerned and/or future events providing the court decision has not been superseded by a decision passed subsequently by way of appeal proceedings. In such cases, no refund of the participation fee (in part or in full) is made. Messe München GmbH is not obliged to check the correctness of the court decision. Exclusion of the exhibitor affected by the court decision cannot be legally asserted. If the court decision, by way of which exclusion of the exhibitor has occurred, is superseded by a court decision passed subsequently by way of appeal proceedings, the exhibitor, who had been correctly excluded on the basis of the previous court decision, is not entitled to claim compensation from Messe München GmbH.

Insofar as an intellectual property panel is active at the fair with Messe München GmbH's approval, the panel members are entitled at all times to access a given exhibitor's stand and examine the exhibits displayed on the stand to determine whether the protected trademark rights, copyrights or competition rights of those persons lodging an appeal with the intellectual property panel are being violated.

**A 14 Exhibitor passes**

For the time during which the fair concerned is held, the exhibitor receives a number of free exhibitor passes as specified in the Special Terms of Participation (B). Any additional exhibitor passes requested are subject to a charge. All exhibitor passes are numbered and are not transferable. Exhibitor passes may not be given to unauthorized third parties, e. g. to persons or companies wishing to offer goods for sale or to render services at the exhibition center without corresponding authorization from Messe München GmbH. Exhibitor passes are issued only after payment of the participation fee, the advance service charge and the cost of admission for any co-exhibitors.

**A 15 Set-up, staffing and dismantling of stand**

The dates for stand set-up and dismantling as specified in the Special Terms of Participation (B) must be strictly observed. Stands not occupied by the last day of the set-up period may be disposed of as Messe München GmbH sees fit.

Exhibitors admitted to the fair undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the fair during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the exhibition opens. Exhibitors are not permitted to remove exhibition goods or dismantle their stands before the fair closes. If they break this rule, Messe München GmbH is entitled to demand payment of a penalty of EUR 500. Messe München GmbH's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has incurred fewer expenses.

Messe München GmbH is entitled to exclude from future fairs any exhibitor whose stand is staffed by insufficiently qualified personnel during the fair's opening hours, who exhibits an incomplete range of goods or goods not admitted to the trade fair, who vacates or clears its stand before the end of the fair, or who otherwise infringes the Terms of Participation, without prejudice to Messe München GmbH's right to cancel the contract in accordance with Section A 5 Cancellation of contract, and to claim for all costs thereby incurred.

**A 16 Verbal agreements**

All verbal agreements, individual permits and special regulations are valid only with Messe München GmbH's written confirmation.

**A 17 House and usage regulations**

Exhibitors must strictly observe the regulations governing the use of the exhibition center and its grounds (New Munich Trade Fair Center). Exhibitors are not permitted to spend the night in the halls or on the grounds. Exhibitors must treat the other participants at the event with respect, may not act contrary to public moral policy and may not misuse their participation at the event for ideological, political or other such purposes as have nothing to do with the event.

Messe München GmbH personnel members are entitled to access the stand of a given exhibitor by order of Messe München GmbH at any time.

**A 18 Period of limitation, exclusion period**

All the exhibitor's claims against Messe München GmbH arising from the stand rental and from all legal relationships in connection therewith lapse after a period of six months. This period of limitation starts at the end of the month in which the closing date of the fair falls.

Notwithstanding the regulations set out in section A 8, complaints in respect of invoices must be asserted writing within an exclusion period of 14 days following receipt of the given invoice.

**A 19 Place of performance, applicable law**

If the exhibitor is a trader, a legal person under public law or a special fund under public law, Munich is the agreed place of performance, for all financial obligations too. German law applies exclusively.

**A 20 Jurisdiction**

If the exhibitor is a trader, a legal person under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, Munich is the agreed place of jurisdiction. Messe München GmbH is also entitled, if it so wishes, to assert its claims against the exhibitor at the court in the place of jurisdiction in which the exhibitor's registered head office or branch office is located.

**A 21 Data protection**

Personal data which is collected on or transmitted by the exhibitor may be used for the fulfillment of the business purposes of Messe München GmbH within the framework of the statutory data protection provisions.

Messe München GmbH and its affiliated companies, as well as its foreign representatives, are moreover entitled to use these personal data in order to inform exhibitors on a regular basis about the services provided by Messe München GmbH and its affiliated companies and foreign representatives by letter, e-mail, phone or fax. An overview of affiliated companies and foreign representatives, some of which reside outside the European Union (EU) and the European Economic Area (EEA), can be retrieved from our website [www.messe-muenchen.de](http://www.messe-muenchen.de) under the section "International."

The exhibitor shall establish the preconditions required under data protection law to enable the above uses by means of appropriate measures (e.g. obtaining consent of his employees).

The exhibitor is liable to Messe München GmbH for damages and expenses resulting from the infringement of this obligation and shall hold Messe München GmbH harmless from any third party claims upon first demand.

**A 22 Severability clause**

Should the provisions set out in the Terms of Participation or Technical Guidelines be invalid or incomplete, the validity of the other provisions and that of the contract remains unaffected. In such cases, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue.

**A 23 Value-added tax**

The charges set out in the General Terms of Participation A, the Special Terms of Participation (B) and Technical Guidelines are net amounts. Insofar as they are subject to German value-added tax in accordance with sales tax legislation, the fees concerned are charged plus German value-added tax at the rate valid at the given time.

**A 24 Exhibition grounds**

The term "exhibition grounds" designates either the Messe München venue (Munich exhibition center) or the MOC Veranstaltungszentrum München. The preceding provisions shall refer to that of the two venues at which the event is held.