

Outdoor by ISPO

General Terms of Participation A

Messe München GmbH

A 1 Application

Any party wishing to participate in the event (trade fair and digital platform) as an exhibitor expresses this wish by submitting an application as an exhibitor for the event to Messe München GmbH. Application is online; other application options are subject to the Special Terms and Conditions of Participation.

The application covers both the fair and the digital platform. It is not permitted to apply only for the fair or only for the digital platform unless either the fair or digital platform is canceled. When applying to participate, the exhibitor chooses a stand package (module) including a company profile on the digital platform in accordance with the Special Terms and Conditions of Participation (B). The application constitutes a binding contractual offer on the part of the exhibitor. Where Messe München GmbH receives an application for the trade fair and digital platform after the application deadline or after the start of stand allocation as set out in the Special Terms and Conditions of Participation (B), it may treat this as a late application and decline to process it. All exhibits must be precisely described in the application. Incomplete applications cannot be considered.

A 2 Admission

In submitting the application, the exhibitor accepts the General Terms of Participation (A), the Special Terms and Conditions of Participation (B) and the Technical Guidelines as legally binding.

Admission of the exhibitor constitutes acceptance of contract by Messe München GmbH in relation to services for the digital platform and acceptance of contract in relation to the stand package booked by the exhibitor.

Within the exhibition area to which the exhibitor has been admitted with the stand package booked, Messe München GmbH is entitled to allocate a stand location to the exhibitor at its own discretion. Messe München GmbH will normally accept the contract in such a timely manner as to enable the exhibitor to adequately prepare its participation in the digital platform and trade fair. Acceptance of contract may occur within a period of up to three months following submission of the contractual offer. Acceptance of contract may also occur at a later date if Messe München GmbH has informed the exhibitor to this effect in writing prior to submission of the application.

Only companies exhibiting the products and services in the nomenclature specified in the application may be admitted as exhibitors. The exhibitor has no legal claim to admission unless such a claim exists by law. Exhibitors that have not met their financial obligations toward Messe München GmbH (e.g. from previous events), that have previously infringed the House Rules and Regulations for Messe München (Munich exhibition center) or the MOC Veranstaltungszentrum München or that have previously infringed the Terms of Participation may be excluded from admission. Messe München GmbH is entitled to withdraw from the contract or to terminate the contract without notice if admission was granted based on false or incomplete information from 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 at the fair and presented on the digital platform. Hired or leased items may not be exhibited. This excludes items that do not form part of the exhibitor's product and service offering but are required for the purposes of displaying the exhibitor's products and services (e.g. for demonstration purposes). It is not permitted to exhibit products produced using exploitative child labor as defined by ILO Convention No. 182.

Messe München GmbH may allocate a stand space that differs in type, size and location from that requested by the exhibitor and, where legally permissible, may exclude exhibits from admission or attach conditions to admission. Any provisos, conditions and particular wishes on the part of the exhibitor (e.g. regarding location, exclusion of competitors, stand construction or stand design) will be taken into account only if this has been explicitly confirmed in the notice of admission.

Space at the fair 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 Participation contracts

The contract of participation in the trade fair, which in essence constitutes a rental contract, as well as on digital platform will take effect once Messe München GmbH has provided the exhibitor with a written notice of admission.

The allocation of the other stands, particularly neighboring stands, is subject to change up until the opening of the fair, and 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 changes. This shall not give rise to any claims against Messe München GmbH. Messe München GmbH may also make subsequent (i.e. after the rental contract has taken effect) changes to the space assigned; in particular, it may change the location, type, dimensions and overall size of the exhibitor's stand space where this is necessary for reasons of safety or public order, where the trade fair is oversubscribed and further exhibitors must be admitted, or where changes in the assignment of exhibition space are necessary to make more efficient use of the facilities and space required for the fair. However, the degree of such subsequent changes may not exceed the exhibitor's reasonable expectations. If the subsequent changes result in a reduced participation fee, the difference must be refunded to the exhibitor; the exhibitor will not be entitled to interest on the amount refunded. Further claims against Messe München GmbH are excluded.

If the exhibitor is unable to use its stand, or if it is prevented from making full use of its stand because it has infringed legal or official regulations or provisions of the General Terms of Participation (A), Special Terms and Conditions of Participation (B) or the Technical Guidelines, it shall nevertheless be obliged to pay the full participation fee and shall compensate Messe München GmbH for all damages caused by the exhibitor, its legal representatives or its agents; the exhibitor is not

entitled to withdraw from or terminate the contract unless such entitlement is mandated by law.

Co-exhibitors are not permitted, and the exhibitor shall not represent additional companies.

A 5 Cancellation of contract

The contract for participation in the digital platform will end at the conclusion of the final day on which the digital platform is available, as specified in the Special Terms and Conditions of Participation (B); no termination is required. The right to ordinary termination is excluded. This does not affect the right to extraordinary termination for good cause. Termination must be in writing.

If a contract for participation in the fair has taken effect and the location, type, dimensions or size of the stand space rented by the exhibitor are subsequently changed to a degree beyond the exhibitor's reasonable expectations, the exhibitor is entitled to withdraw from this contract within a period of one week following receipt of written notification of the change from Messe München GmbH. The exhibitor otherwise has no right to withdraw from this contract, apart from the statutory rights of withdrawal.

If the exhibitor cancels its participation in the fair, Messe München GmbH may reassign the rented space irrespective of whether the exhibitor has a right of cancellation. The provisions of the following paragraph apply only if no other arrangements have been agreed in the Special Terms and Conditions of Participation (B).

Any exhibitor canceling its participation in the fair without being entitled (e.g. under the Special Terms and Conditions of Participation (B)) 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 make alternative use of 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 making alternative use of 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 unoccupied. If 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. This does not affect the right of Messe München GmbH to seek additional compensation. The exhibitor shall be entitled to demand a reduction of this flat-rate compensation if it can prove that the costs incurred by Messe München GmbH were actually lower. If Messe München GmbH does not re-let the stand space to another exhibitor, who would otherwise have not been placed elsewhere, and instead makes alternative use of the stand space, the exhibitor shall reimburse Messe München GmbH for expenses incurred from this alternative use of the stand space.

The exhibitor has no entitlement to a change in the stand space already rented; in particular, it has no entitlement to a reduction in the size of the stand space.

Messe München GmbH is entitled to withdraw from the contract if the exhibitor fails to make payments due under this contract, Messe München GmbH sends a payment reminder that extends the deadline by 5 days and this new deadline for payment is not met either.

Messe München GmbH may also withdraw from the contract if the exhibitor has infringed its duty under this contract to respect Messe München GmbH's rights, objects of legal protection and interests and Messe München GmbH can no longer reasonably be expected to abide by the contract.

In such cases, Messe München GmbH is entitled, in addition to withdrawing from the contract, to demand the agreed participation fee from the exhibitor as flat-rate compensation. This shall not affect the right of Messe München GmbH to seek additional compensation. The exhibitor may demand a reduction in the flat rate of compensation if it demonstrates that Messe München GmbH incurred smaller damages.

A 6 Force majeure, event cancellation

If Messe München GmbH is compelled, by force majeure or other circumstances beyond its control, to vacate one or more exhibition areas temporarily or for an extended period, or to postpone or curtail the duration of the trade fair, this will not entitle the exhibitor to withdraw from or terminate the contract or to reduce the amount payable, nor will it give rise to any other claims on the part of the exhibitor against Messe München GmbH, particularly claims for damages. The same shall apply if the exhibitor is unable to participate in the fair due to force majeure or 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 of section A 5 paragraph 2 will apply.

If Messe München GmbH cancels the fair due to force majeure or other reasons beyond its control, or because it has become unreasonable for Messe München GmbH to hold the event, Messe München GmbH cannot be held liable for damages or disadvantages incurred by the exhibitor due to the fair's cancellation.

In the event that the fair is canceled, Messe München GmbH is entitled to provide the digital platform on the originally planned dates of the fair. In the event that the fair's duration is curtailed, Messe München GmbH is entitled to adjust the availability period of the digital platform to the curtailed duration of the fair. In the event that the fair is postponed, Messe München GmbH is entitled to provide the digital platform on the originally planned dates of the fair or on the new dates of the fair.

If Messe München GmbH is compelled, by force majeure or other reasons beyond its control (e.g. a power cut), to close one or more parts of the digital platform temporarily or for an extended period, or to postpone or curtail the availability period of the digital platform, this will not entitle the exhibitor to withdraw from or terminate the contract or to reduce the amount payable, nor will it give rise to any other claims on the part of the exhibitor against Messe München GmbH, particularly claims for damages.

If Messe München GmbH cancels the digital platform due to force majeure or other reasons beyond its control, or because it has become unreasonable for Messe München GmbH to provide the digital platform, Messe München GmbH cannot be held liable for damages or disadvantages incurred by the exhibitor due to the digital platform's cancellation.

In all other respects, the Special Terms and Conditions of Participation (B) will apply.

A 7 Participation fees, distraint, invoices

The participation fees for the digital platform and trade fair will be based on the Special Terms and Conditions of Participation (B).

The exhibitor may be sent the invoice for participation in the fair and digital platform together with the notice of admission to the fair. The admission notice and invoice may be combined on the same form; the same applies to the digital platform.

The use of the stand space, inclusion of the company in the digital platform and issue of exhibitor passes is conditional on prior payment of the participation fee.

Where exhibitors have ordered services from Messe München GmbH, Messe München GmbH is entitled to withhold the supply of such services, including the supply of electricity, water, compressed air, etc., until the exhibitor has fulfilled its financial and other obligations toward Messe München GmbH, including from previous events. If the exhibitor is not the invoice recipient, Messe München GmbH is entitled to withhold services for the event until the invoice recipient has fulfilled its financial and other obligations toward Messe München GmbH, including from previous events; Messe München GmbH may inform the exhibitor of its claims against the invoice recipient if the exhibitor stands to be affected by the exercise of the right to withhold services. Payment terms and conditions for all invoices issued by Messe München GmbH in connection with the event are based on the Special Terms and Conditions 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 contract. The exhibitor must inform Messe München GmbH at any time about the ownership of items that are exhibited or to be exhibited. Should an exhibitor fail to meet its payment obligations, Messe München GmbH may confiscate exhibits and stand fittings and sell them at the exhibitor's expense in a public auction or private sale. The legal provisions on enforcement of distraint are waived insofar as permitted by law. Messe München GmbH does not accept liability for damage to confiscated exhibits or stand fittings except in the case of intent or gross negligence on its part. For VAT reasons, Messe München GmbH can only issue or readdress invoices to a recipient other than the exhibitor if said recipient is Messe München GmbH's contractual partner in respect of the services to be invoiced. If the exhibitor intends for the invoice recipient rather than the exhibitor to be Messe München GmbH's contractual partner, the exhibitor may request the corresponding form using the e-mail address provided in the application and should return the completed form with a legally binding signature to Messe München GmbH. Messe München GmbH is under no obligation to accept the different invoice recipient named by the exhibitor as its contractual partner. If Messe München GmbH has already begun providing services to the exhibitor prior to receiving this form, Messe München GmbH must invoice these services to the exhibitor.

If Messe München GmbH has issued an invoice containing German value-added tax to an exhibitor headquartered outside the Federal Republic of Germany, and if Messe München GmbH could have issued this invoice without German value-added tax had the exhibitor provided it with the necessary information in good time, Messe München GmbH may demand payment of EUR 50 as a fee for issuing a replacement invoice without German value-added tax at the exhibitor's request.

If the exhibitor wishes that the invoice be readdressed due to a change in the exhibitor's name, legal form or address, the exhibitor shall pay Messe München GmbH a fee of EUR 50 for each invoice amendment unless the original invoice contained an incorrect name, legal form or address due to an error for which Messe München GmbH was responsible.

Messe München GmbH is entitled to issue the exhibitor with electronic invoices in place of paper invoices. Electronic invoices are sent to exhibitors in PDF format. The exhibitor shall therefore notify Messe München GmbH of an e-mail address to which electronic invoices may be sent (e-billing e-mail address). Where possible, the exhibitor's e-billing e-mail address should be a non-personal address of the exhibitor's accounting department. There is no entitlement to the issue of electronic invoices. Messe München GmbH is under no obligation to comply with all country-specific requirements for the issuing of electronic invoices. If requested in writing by the exhibitor, Messe München GmbH will issue paper invoices. Messe München GmbH is entitled to send reminders and other payment requests to the exhibitor by e-mail. The above provisions shall also apply analogously to invoices issued by Messe München GmbH to an invoice recipient other than the exhibitor.

A 8 Warranty

Complaints regarding any defects of the stand or stand space are to be made to Messe München GmbH in writing immediately upon occupying the stand space and no later than on the final day of setup so that Messe München GmbH can remedy the defects. Complaints submitted after this time cannot be considered and do not give rise to any claims against Messe München GmbH.

A 9 Liability and insurance

Messe München GmbH is liable for personal injury (damages arising from injury to life, limb or health) resulting from a breach of duty for which Messe München GmbH, its legal representatives or its agents are responsible, as well as for other damages resulting from an intentional or grossly negligent breach of duty by Messe München GmbH, its legal representatives or its agents. Messe München GmbH is also liable for other damages resulting from a negligent breach of essential contractual obligations by Messe München GmbH, its legal representatives or its agents; essential contractual obligations are those obligations whose fulfillment is required to enable the proper execution of the contract and whose fulfillment may normally be relied upon by each contracting party. In the event of such a breach of essential contractual obligations, Messe München GmbH will be liable only for typical damages and not for consequential damages, and then only up to 5 times the participation fee and no more than EUR 100,000 per claim. Messe München GmbH shall not under any circumstances be held liable for damage to or loss of the goods and stand fittings provided by the exhibitor. This shall apply irrespective of whether such damage or loss occurs before, during or after the fair. Messe München GmbH shall not under any circumstances be held liable for damage to or loss of vehicles left on the exhibition grounds by exhibitors or their employees or contractors.

For its part, the exhibitor is liable for any culpable damage to persons or property caused by the exhibitor or its employees, contractors, exhibits or facilities. Each exhibitor shall take out an appropriate insurance policy providing adequate cover with an insurer authorized in the European Union and shall pay the premiums due (including insurance tax) in a timely manner. Exhibitors may apply for such insurance using the relevant exhibitor service forms, which are available online in the exhibitor shop or may be requested by e-mail.

Messe München GmbH shall not be held liable for insignificant or short-lived interruptions to the usability of the digital platform. Except in case of intent or gross negligence, Messe München GmbH shall not be held liable for technical problems, errors, delays or other issues hindering the transmission of data via the Internet. Furthermore, Messe München GmbH accepts no liability for access to or the availability of the Internet. Availability may be temporarily limited for various reasons, particularly including maintenance work. Messe München GmbH shall not be held liable for any consequences of limited Internet availability, irrespective of their nature and reason.

The exhibitor shall ensure that the content it posts on the digital platform (e.g. company information, texts, illustrations, links or event announcements) does not infringe any third-party rights.

The exhibitor shall, upon first request, indemnify and hold harmless Messe München GmbH and/or its affiliated companies, employees, representatives, shareholders and agents (including the employees, representatives, shareholders and agents of the affiliated companies) from any claims arising from legal action brought against them by third parties or authorities in connection with content

posted by the exhibitor, irrespective of the legal basis of such claims. This shall also include covering reasonable legal costs.

A 10 Photography, filming, video recordings and drawings

Only persons authorized by Messe München GmbH and in possession of a valid pass issued by Messe München GmbH may film, photograph or make drawings or video recordings in the exhibition halls or in the outdoor exhibition area. Messe München GmbH may also authorize exhibitors to produce professional photographs or film recordings of their own stand or to hire a photographer for this purpose. Access to the exhibition grounds for the photographer(s) or film team for the purposes of this authorization will be outside exhibition opening hours. During exhibition opening hours, additional tickets will be required for access to the exhibition grounds.

If technical equipment belonging to Messe München GmbH is used for such filming and photography and this equipment is not located on the exhibitor's stand, the equipment may only be used in the presence of a representative of Messe München GmbH. The resulting costs will be charged to the exhibitor unless paid by the photographer. Photography and filming during the nighttime closing hours must be accompanied by a security guard at the expense of the applicant and/or exhibitor. It is prohibited under any circumstances to produce photographs or other recordings of stands belonging to other exhibitors. Messe München GmbH may, where permitted by law, order parties infringing this rule to surrender the recordings. Messe München GmbH is entitled to produce photographs, drawings and film and video recordings of the fair, the stands and the exhibits and to use these for advertising purposes or general press publications.

A 11 Advertising

Advertising activities on the exhibition grounds beyond the confines of the exhibition stand are not permitted unless the exhibitor has requested and received permission from Messe München GmbH, subject to a fee. The fee payable for this permission is determined by the order documents for advertising space. Messe München GmbH is entitled to stop unauthorized advertising on the exhibition grounds beyond the confines of the exhibitor's stand, and particularly to expel persons engaged in unauthorized advertising from the exhibition grounds and to confiscate or remove and destroy unauthorized advertising materials. Where exhibitors engage in unauthorized advertising activities on the exhibition grounds beyond the confines of their exhibition stand or commission third parties to engage in such advertising activities on their behalf, Messe München GmbH may demand flat-rate compensation equivalent to twice the fee that Messe München GmbH would have charged had permission been granted. This shall not affect the right of Messe München GmbH to seek additional compensation. The exhibitor may demand a reduction in the flat rate of compensation if it demonstrates that Messe München GmbH incurred smaller damages.

A 12 Catering, deliveries to stands

Catering on the exhibitor's stand may only be provided by the contracted caterers of Messe München GmbH specified in the Special Terms and Conditions of Participation (B). This does not apply to packaged beverages; the exhibitor may provide packaged beverages at its stand and distribute these to visitors and stand personnel.

The exhibitor shall request any permissions that may be required under Section 12 of the German Licensing Act (*Gaststättengesetz*) by contacting the Munich city authorities: Kreisverwaltungsreferat München, Ruppertstrasse 19, 80466 Munich.

Statutory provisions, particularly in relation to smoking, must be adhered to.

Food deliveries particularly from outside the exhibition grounds are not possible except for those provided by Messe München GmbH's contracted caterers specified in the Special Terms and Conditions of Participation (B).

A 13 Combating brand and product piracy

The exhibitor is obliged to respect the prior intellectual property rights of third parties both at the fair and on the digital platform. In cases where it is indicated 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 prior intellectual property rights of third parties, the exhibitor undertakes in advance to remove the items concerned from the exhibition stand and/or digital platform.

If an exhibitor has been prohibited from exhibiting or offering products or services and/or promotionally presenting the 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 the same on the exhibition stand or digital platform, Messe München GmbH is entitled to exclude the given exhibitor from the event concerned and/or from future events, provided the court decision has not been superseded by a decision passed subsequently by way of appeal proceedings. No refund of the participation fee (in part or in full) will be provided in such cases. There is no obligation for Messe München GmbH to review 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 the exhibitor has been excluded, 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.

If 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 the exhibitor's stand and examine the exhibits displayed on the stand to determine whether the intellectual property rights or competition rights of those persons lodging an appeal with the intellectual property panel are being violated.

A 14 Exhibitor passes

For the duration of the fair, exhibitors receive a number of free exhibitor passes as specified in the Special Terms and Conditions of Participation (B). Any additional exhibitor passes requested are subject to charge. All exhibitor passes are numbered and non-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 for the fair, the advance service charge and the cost of admission for any co-exhibitors or additionally represented companies.

A 15 Setup, staffing and dismantling of stand

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

Exhibitors admitted undertake to participate in the event (trade fair and digital platform).

All stands must be properly equipped and staffed by qualified personnel during the prescribed opening hours throughout the full duration of the fair. Particular attention should be paid to ensuring that the stand is already fully staffed when the fair opens. Exhibitors are not permitted to remove exhibition goods or dismantle their stands before the fair closes. Messe München GmbH is entitled to demand payment of a penalty of EUR 500 for infringement of this rule. This shall not affect the right of Messe München GmbH to seek additional compensation. The exhibitor may demand a reduction in the flat rate of compensation if it demonstrates that Messe München

GmbH incurred smaller damages. Messe München GmbH is entitled to exclude from future fairs any exhibitor whose stand is not staffed by sufficiently qualified personnel during the fair's opening hours, who exhibits an incomplete range of goods or goods not admitted to the 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 damages 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 Rules and Regulations

Exhibitors must strictly observe the House Rules and Regulations for the exhibition grounds. 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 offend public morality and may not misuse their participation at the event for ideological, political or other purposes unrelated to the event.

Messe München GmbH staff are entitled to access the exhibitor's stand 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 participation in the event (fair and digital platform) and from all legal relationships in connection therewith lapse after a period of six months. This period of limitation begins at the end of the month in which the closing date of the fair falls.

Notwithstanding the provisions of section A 8, complaints in respect of invoices must be asserted in writing within 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, including for all financial obligations. 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 for all disputes arising from or in connection with this contract. Messe München GmbH is also entitled, if it so wishes, to assert its claims against the exhibitor at the relevant court in the jurisdiction where the exhibitor's registered head office or branch office is located.

A 21 Data protection

Personal data collected from 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 this 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, telephone 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 the Messe München GmbH website at www.messe-muenchen.de under "International Network." The exhibitor shall put in place suitable measures to establish the preconditions under data protection law for the above uses of data (e.g. obtaining the consent of its employees). The exhibitor is liable to Messe München GmbH for damages and expenses resulting from the infringement of this obligation and shall indemnify and hold harmless Messe München GmbH from any third-party claims upon first request.

A 22 Severability

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 through 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 and Conditions of Participation (B) and the Technical Guidelines are net amounts. Insofar as they are subject to German value-added tax in accordance with the VAT legislation applicable in the Federal Republic of Germany, the fees concerned are charged plus German value-added tax at the rate valid at the given time.

A 24 Definitions

The term "exhibition grounds" refers to either Messe München (Munich exhibition center) or the MOC Veranstaltungszentrum München. The above provisions refer to whichever of the two grounds the event is being held on. The term "fair" refers to any trade fair or exhibition event.