

General Terms and Conditions of Participation of YONTEX GmbH & Co. KG

Status: September 2024

1. Scope of application and contractual basis

- a) The following Terms and Conditions of Contract shall apply to the rental of stand space, to the ordering of services from the "Sales & Marketing Services (SMS)" area and to other services of YONTEX GmbH & Co. KG (hereinafter: YONTEX) ordered by the contracting party (hereinafter also: exhibitor).
- b) These terms and conditions are an integral part of all our offers and contracts and apply to all future business with the contractual partner.
- c) Terms and conditions of the contractual partner which we have not expressly agreed to in writing shall not become part of the contract, even if we have not expressly rejected them.
- d) In the event of disagreement, the Special Terms and Conditions of Participation for the respective event shall take precedence over these General Terms and Conditions of Participation.
- e) The exhibitor must also comply with the regulations of the respective exhibition grounds operator, such as the House and User Regulations and Technical Guidelines. Reference is made to the individual regulations and their references in the respective digital registration form or on the respective website of the exhibition grounds operator.

2. Organizer

Unless expressly stated otherwise, contracts are concluded between the exhibitor and the:

YONTEX GmbH & Co KG
Kürschnershof 2-4
90403 Nuremberg, Germany
Phone +49 911 880 80 - 700
www.yontex.com

info@yontex.com

Nuremberg Local Court HRA 19866
StNo.: 240/183/05905

3. Sponsors and partners of the events

BrauBeviale: Private Brauereien Bayern e.V.
Thomas-Wimmer-Ring 9, 80539 Munich, Germany

drinktec: VDMA - German Engineering Federation, Food Processing and Packaging Machinery Association
Lyoner Str. 18, 60528 Frankfurt, Germany

4. Approved exhibitors and product range, removal of non-approved products

- a) Only registered and approved items may be exhibited. Products and services that can be categorized in the specified product groups - which can be viewed on the respective event website - may be admitted.
- b) The following may be admitted as exhibitors Manufacturers, importers, wholesalers, sales representatives and publishers from Germany and abroad with products and services that can be categorized in the specified product groups - which can be viewed on the respective event website.
- c) Not permitted:
 - Goods that violate the provisions of industrial property rights in Germany (e.g. plagiarism).

**Brau
Beviale**

drinktec

- Rented and leased exhibits may not be exhibited. This does not apply to items that are not part of the range of services offered by the exhibitor but are required for the presentation thereof (e.g. for demonstration purposes).
 - Products manufactured using exploitative child labor within the meaning of ILO Convention 182.
- d) A product that may not be placed on the European Union market because it does not meet the legal requirements may only be exhibited if it is pointed out that it does not meet these requirements and cannot be purchased for the European Union market until the corresponding conformity has been established. During a demonstration, the necessary precautions must be taken to protect the safety and health of persons (Section 3 (5) of the Product Safety Act).
- e) Companies that are listed on the Consolidated Financial Sanctions List (CFSP) of the European Union or on any other sanctions list of the EU, the USA or an EU/EEA country are not eligible to participate. By registering, the exhibitor confirms that its company, its owner, its managing director, its shareholders and other beneficial owners of its company are not listed on any of the above sanctions lists.
- f) If economic sanctions have been imposed by the EU, Germany, other EU/EEA countries or the USA against the country in which the exhibitor is based or from which the exhibitor's products originate (e.g. due to wars, war crimes or similar in violation of international law), the exhibitor may be excluded from admission in whole or with regard to individual products, insofar as admission of the exhibitor is not reasonable for YONTEX or the other trade fair participants. This also applies if the economic sanctions do not prohibit participation in the event.
- g) YONTEX expressly reserves the right to make changes to approved products, rename or approve new or different product groups or industry segments.
- h) If non-approved products or products that cause a significant disturbance to the event (e.g. through appearance, odor, noise, vibrations, etc.) are not removed by the exhibitor despite a request by YONTEX, YONTEX may remove these products at the expense and risk of the exhibitor. The same applies to advertising material for non-approved products or services.

5. Registration and conclusion of contract

- a) Registration takes place online via the YONTEX exhibitor portal. The application in the exhibitor portal must be completed in full and is also valid without signature and stamp by sending it from the exhibitor portal.
- b) By registering, the exhibitor declares that he has a serious interest in participating in the event as an exhibitor.
- c) YONTEX will submit a placement proposal to the exhibitor in text form after the registration deadline. The placement proposal does not constitute a binding contractual offer by YONTEX. The placement proposal must be confirmed by the exhibitor within the reasonable period set; the confirmation of the placement proposal by the exhibitor constitutes the contractual offer, from which the exhibitor can no longer withdraw once it has been received by YONTEX. The contract on the rental of stand space and the exhibitor's participation in the trade fair or exhibition shall only come into effect upon admission by YONTEX (see Section 7).
- d) Registrations received by YONTEX after the registration deadline may not be considered for placement/admission. The same applies to confirmations of the placement proposal by the exhibitor that are not received within the set deadline.
- e) The registration and the acceptance of the placement proposal cannot be subject to conditions and reservations; in particular, deviating placement requests do not constitute a condition for participation. Amendments, additions and deletions to texts in the registration form and/or in the conditions of participation as well as reservations or conditions shall only become legally effective if they are expressly confirmed by YONTEX in text form.
- f) As a rule, YONTEX confirms receipt of the application, but this does not constitute acceptance of the application.
- g) YONTEX expressly reserves the right not to process incomplete registrations.
- h) The contractual partner is obliged to comply with all applicable public law regulations when selecting, constructing and operating its stand, in particular all local, building and trade police regulations, including the model ordinance on the construction and operation of places of assembly.

**Brau
Beviale**

drinktec

6. Placement and subsequent amendment of the placement

- a) Placement (stand allocation) shall be made by YONTEX in accordance with the exhibition theme. The exhibitor has no claim to the allocation of a specific stand space and does not acquire such a claim by having held the same space for years. However, the exhibition management will consider special stand requests as far as possible. YONTEX reserves the right to allocate space of a different size and shape.
- b) YONTEX shall be entitled to make subsequent changes to the stand allocation - after the conclusion of the exhibition contract - in particular to change the exhibitor's stand space in deviation from the confirmation of admission, in terms of location, type, size and dimensions, insofar as this is necessary for reasons of safety, public order, official requirements or because the trade fair is oversubscribed and additional exhibitors must be admitted or because changes in the stand allocation are necessary for more efficient utilization of the premises and space required for the trade fair. However, such subsequent changes may not exceed what is reasonable for the exhibitor. YONTEX shall inform the exhibitor immediately of the necessity of such a measure. If subsequent changes result in a lower participation fee, the difference shall be refunded to the exhibitor. Further claims against YONTEX are excluded.
- c) YONTEX is entitled to relocate entrances and exits to the exhibition grounds and the halls if this is necessary due to structural changes or the occupancy of the exhibition grounds.
- d) The exhibitor must accept that the location of the other stand areas may have changed by the start of the trade fair or exhibition compared to the time of admission; he cannot derive any claims from this.
- e) It is not permitted to exchange the allocated stand space with another exhibitor or to transfer part or all of the stand space to third parties without the consent of YONTEX.

7. Authorization

- a) The participation agreement shall come into effect with the notification of admission, which is usually sent by e-mail and is also valid without a signature. YONTEX shall decide on the admission of registered exhibitors, co-exhibitors and products at its reasonable discretion. There shall be no legal claim to admission unless such a claim arises from the law.
- b) If YONTEX receives more applications that meet the requirements profile before the application deadline than there is exhibition space available, YONTEX shall decide at its reasonable discretion which exhibitors will be admitted. It is also entitled to limit the number of registered exhibits.
- c) Companies that have not fulfilled their financial obligations to YONTEX, e.g. from previous events, or have seriously violated the conditions of participation, may be excluded from admission. Several exhibitors are jointly and severally liable to YONTEX. . If the exhibitor/co-exhibitor disobeys the removal order, he shall pay a contractual penalty amounting to 10 percent of the invoiced participation fee for each day the exhibits remain on the stand.

8. Withdrawal from registration and partial cancellation, no-show

- a) If the contracting party cancels, cancels part of the confirmed stand space or does not participate in the event, YONTEX shall be entitled to use the rented stand space or the canceled part of the rented stand space for other purposes and to rent it to third parties. Cancellation declarations by the contracting party must always be made in writing or text form.
- b) Insofar as the contractual partner is not entitled to a mandatory statutory right of withdrawal or termination, the contractual partner shall remain obliged to pay a cancellation fee as follows even in the event of cancellation or partial cancellation:
Cancellation fees are as follows

- up to 90 days before the start of the event	50%
- up to 30 days before the start of the event	80%
- from 29 days before the start of the event	100%

of the agreed stand rental for the cancelled stand space. In addition, if participation is cancelled - irrespective of the time of cancellation - the obligatory marketing fee will be charged at 100% for both main and co-exhibitors.

**Brau
Beviale**

drinktec

- c) In each of these cases, the contracting party shall reserve the right to prove that YONTEX has saved further expenses not taken into account in the discount and has gained advantages as a result of the cancellation, partial cancellation or non-participation. If other free stand space is available for the event to the extent of the stand space rented to the contracting party, the contracting party may not, however, as a rule claim that YONTEX has gained advantages, in particular in the form of the rent obtained, by renting or using the stand space or part of the stand space elsewhere.
- d) If a stand remains completely or partially unoccupied ("no show") by the exhibitor at the start of the trade fair, the contractual partner shall pay the costs demonstrably incurred by YONTEX due to the necessary rearrangement of the stand or stand space in addition to the above cancellation fees. This shall not apply if the exhibitor is not responsible for the completely or partially unoccupied stand.

9. Revocation of authorization by YONTEX, stand closure

YONTEX is entitled to revoke the admission and to reallocate the stand space in the following cases:

- i. The stand space is not occupied in good time, i.e. no later than the time stipulated in Section 10 (c).
- ii. In the event of non-payment of the stand rent by the stipulated dates, the exhibitor shall allow a grace period set for YONTEX to expire without result.
- iii. The exhibitor seriously violates the General or Special Terms and Conditions of Participation, the technical guidelines or other regulations.
- iv. The exhibitor is in serious breach of the domiciliary rights of the fairground operator.
- v. The conditions for admission on the part of the registered exhibitor are no longer fulfilled or YONTEX subsequently becomes aware of reasons which, if known in good time, would have justified non-admission. In this case, the exhibitor shall be given sufficient opportunity to comment prior to revocation.

In cases iii. and iv. an unsuccessful warning or unsuccessful setting of a reasonable deadline for remedial action is required, unless this is dispensable pursuant to Section 543 (3) sentence 2 BGB. In all cases, YONTEX reserves the right to assert claims for damages. In cases i. to iv. the exhibitor shall owe at least the respective cancellation fee in accordance with Section 8. The exhibitor may not derive any claims against YONTEX from the revocation of admission.

The right of YONTEX to terminate the contractual relationship without notice for good cause in accordance with the statutory provisions shall remain unaffected by this Section 9.

If the exhibitor does not close its stand after revocation of admission or after extraordinary termination without notice for good cause by YONTEX, despite being requested to do so by YONTEX, YONTEX may close the stand by way of self-help.

10. Construction and dismantling of the stand, technical services, contractual penalty for premature evacuation

- a) All stand areas are provided by YONTEX without stand construction and without other technical services, unless expressly agreed otherwise. The exhibitor shall be responsible for stand construction and design and for the resulting compliance with the statutory regulations, technical guidelines, circulars and conditions of participation. Detailed information on the technical guidelines of the relevant exhibition center operators can be found on their websites.
- b) The exhibitor is only entitled to the allocated stand space after full payment of the invoice, proof of which must be provided by the exhibitor.

**Brau
Beviale**

drinktec

- c) The set-up and dismantling times must be strictly adhered to. Detailed information on set-up and dismantling will be provided in good time. YONTEX reserves the right to issue set-up and dismantling passes or other necessary specifications for access. Unless otherwise specified, stand construction must begin no later than 12:00 noon one day before the start of the trade fair.
- d) If the rented space is not occupied by the latest time for the start of set-up work or if no notification is given, YONTEX reserves the right to dispose of the space elsewhere from this time without further notice. YONTEX's claims shall be assessed in accordance with Section 8. Dismantling may only take place on the last day of the trade fair after the end of the opening hours for visitors. After dismantling, the original condition must be restored.
- e) Damage caused by improper handling must be reported by the exhibitor to the
- f) YONTEX or, on the instructions of YONTEX, the exhibition center operator. If the dismantling period is exceeded, YONTEX shall be entitled to have the stand structures cleared and stored at the expense and risk of the exhibitor.
- g) Premature vacating of the exhibition stand constitutes a serious breach of these Conditions of Participation, which entitles YONTEX not to admit the exhibitor to future YONTEX events. In addition, a contractual penalty of EUR 2,000.00 shall be payable for each culpable breach.
- h) The exhibitor must conclude a separate contract with the respective provider for the purchase of energy, water, etc.. If this is not the case in exceptional cases, YONTEX shall invoice the services.
- i) For certain services (e.g. forwarding, cleaning, security) within the event venue, only the approved service providers - to be found in the exhibitor portal - may be commissioned.
- j) If registration with GEMA and/or other copyright associations is required for the operation of the stand, this must be carried out by the exhibitor himself.
- k) It is imperative that the neighboring stand is extended without loss of space. The allocated stand dimensions may not be exceeded under any circumstances. If the exhibitor or the stand constructor commissioned by him does not comply with the stand construction regulations or other legal provisions, he shall be liable for all damage resulting from the violation of these provisions.

Exhibitors will receive free e-codes to allow trade visitors or business partners free admission. The provision of invitation vouchers against payment is not permitted. Any misuse will result in the invitation vouchers being invalidated.

11 Terms of payment, advance payment, landlord's lien

- a) In the case of stand rental, each square meter or part thereof is charged in full, not including projections, supports, installation connections, etc.
- b) The invoice can be issued together with the admission or at a time specified in the letter of admission.
- c) The invoice amount for admission, as well as for other orders and services that are commissioned separately, shall be due for payment without deduction on the payment date specified in the invoice. Payments are only to be made to the account specified on the invoice. Bank charges shall be borne by the exhibitor.
- d) If the contracting party provides a different billing address when registering, it authorizes the specified person/company to receive the invoice and other requests for payment. This shall not release the contracting party from its payment obligation.
- e) In the event of default, the statutory interest rate of nine percentage points above the prime rate applicable at the time of default shall apply (Section 288 (2) BGB).
- f) The right to occupy the stand shall only exist if all invoiced amounts have been paid in full. Proof of payment must be provided by the exhibitor.
- g) To secure its claims resulting from the contractual relationship, YONTEX reserves the right to assert the statutory lessor's lien. Products, stand structures and equipment may not be removed from the exhibition grounds until the exhibitor has fulfilled all claims arising from this contract; their removal is hereby objected to in this case. The exhibitor/co-exhibitor must provide YONTEX with information about the ownership of these items at any time. If an exhibitor/co-exhibitor fails to meet its payment obligations, YONTEX may, at its discretion, retain these items in whole or in part and have them sold by public auction or by private sale at the exhibitor's expense. The statutory provisions on the realization of pledges shall be waived to the extent

**Brau
Beviale**

drinktec

www.yontex.com

permitted by law. YONTEX shall not be liable for damage to items retained in this way unless YONTEX is guilty of intent or gross negligence.

- h) If YONTEX has issued an invoice with German VAT to an exhibitor whose registered office is outside the Federal Republic of Germany, and if YONTEX could have issued this invoice without German VAT if the exhibitor had provided YONTEX with the necessary information in good time, YONTEX may, if it replaces the invoice issued with German VAT with an invoice without German VAT at the exhibitor's request, demand an amount of EUR 50.00 from the exhibitor.
- i) If the exhibitor requests that an invoice be rewritten because the name, legal form or address of the exhibitor has changed, the exhibitor shall pay YONTEX an amount of EUR 50.00 for each invoice amendment, unless the information contained in the original invoice regarding the name, legal form or address of the exhibitor is incorrect.

12. online exhibitor portal, communications between the parties, text form requirement

- a) YONTEX provides an online exhibitor portal for each event, where the exhibitor sets up an account and via which the exhibitor submits his registration in electronic form and YONTEX sends the exhibitor notifications in text form concerning the conclusion of the contract and its execution (e.g. stand notification, admission, invoices, etc.). This shall not affect YONTEX's right to send the exhibitor notifications and declarations in text or written form via other common communication channels.
- b) YONTEX will inform the exhibitor by e-mail each time a new document intended for the exhibitor is deposited in the exhibitor portal. For this purpose, the exhibitor must provide a functioning e-mail address when opening its account in the exhibitor portal. The exhibitor shall ensure that the inbox of this e-mail address is checked regularly and that the technical requirements for receiving the e-mail are always met. If the e-mail address to be used changes, the exhibitor shall change it in the portal in good time and independently or inform YONTEX immediately. If YONTEX suffers damage due to missing or inadequate technical requirements and/or due to failure to notify a new e-mail address, the exhibitor shall be obliged to compensate YONTEX.
- c) All documents and messages shall be deemed to have been received by the Exhibitor at the moment when the documents and/or messages have been deposited in the Exhibitor Portal for the Exhibitor by YONTEX and YONTEX has sent a corresponding notification of the deposit of the document to the last e-mail address deposited by the Exhibitor in the Portal or explicitly designated to YONTEX for this purpose.
- d) All legal declarations of YONTEX, their amendments and supplements shall require at least written confirmation, even if they have already been made orally.

13. complaints

- a) The contracting party must notify YONTEX immediately of any defects in the stand space provided or in other services provided by YONTEX via the service hotline.
- b) If the contracting party fails to notify YONTEX, it shall be obliged to compensate YONTEX for the resulting damage. If YONTEX was unable to remedy the situation as a result of the failure to notify, the contracting party may not derive any rights from the defects.

14. subletting, co-exhibitors, prohibition of assignment

- a) The contracting party shall not be entitled, without the permission of YONTEX, to allow a third party to use the stand assigned to it in whole or in part, in particular to sublet it or to accept orders for other companies, unless the third party is a registered co-exhibitor approved by YONTEX (= whoever appears at the contracting party's stand with their own personnel and their own product range).
- b) The contracting party shall inform YONTEX of the identity of the third party in text form in good time before the start of the event and obtain permission from YONTEX. The contracting party shall be fully liable to YONTEX for the fulfillment of the exhibitor's obligations by the third party.
- c) Co-exhibitors and a represented company are only those companies that have been expressly registered as co-exhibitors by the contracting party and approved by YONTEX.
- d) The contracting party is prohibited from assigning any claims against YONTEX to third parties.

**Brau
Beviale**

drinktec

15. limitation of set-off and right of retention

- a) Offsetting against counterclaims of the contractual partner is only permitted if these claims are recognized, undisputed, legally established or ready for decision. The contractual partner's right to set-off shall be unrestricted insofar as the claim set off is synallagmatically linked to the principal claim.
- b) The contractual partner is only authorized to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

16. brand and product piracy

It is prohibited to exhibit products or offer services at a YONTEX event whose manufacture, marketing, distribution, possession or advertising violates laws for the protection of intellectual property or industrial property rights. The exhibitor is responsible for securing copyrights or other industrial property rights to the exhibits.

If an exhibitor/co-exhibitor presents YONTEX with an enforceable court decision, such as an interim injunction, prohibiting another exhibitor from manufacturing, marketing, distributing, possessing or advertising all or some of the products exhibited or services offered by it, YONTEX shall be entitled to terminate the participation contract existing with this exhibitor without notice for good cause and to close its stand immediately by way of self-help. The exhibitor/co-exhibitor affected by these measures will be excluded from participation in the following YONTEX events.

YONTEX shall rescind the aforementioned sanctions if the exhibitor/co-exhibitor concerned proves that the enforceable court decision leading to the imposition of the sanctions has itself or only with regard to enforceability been revoked or amended in such a way that the conditions for termination, stand closure and exclusion from further trade fairs no longer exist. If YONTEX adopts measures or regulations to protect intellectual property or industrial property rights during the duration of the YONTEX event and an exhibitor/co-exhibitor who is accused of infringing the corresponding rights of another exhibitor through exhibits exhibited or offered by him at BrauBeviale/drinktec fails to comply with these measures or does not submit to the regulations, YONTEX shall be entitled to exclude this exhibitor from participation in subsequent BrauBeviale/drinktec trade fairs. Claims for damages by participating exhibitors against YONTEX due to the contractual implementation of the measures described above are excluded, except in cases of intent or gross negligence.

17 Cancellation, postponement, interruption, closure of the event

- a) After conclusion of the contract, YONTEX may cancel, postpone, shorten, break off, interrupt or close the event in whole or in part if it is impossible to hold the event at the venue and/or at the time of the event in whole or in part (pursuant to Section 275 (1-3) BGB) or if there is a valid reason and YONTEX or its vicarious agents are not responsible for the valid reason. The interruption includes the possibility of postponing the end of the event to compensate for the interruption in whole or in part.
- b) A valid reason within the meaning of section 17. a). exists,
 - a. if there are sufficient indications that holding or continuing the event would result in an unacceptable specific risk to life, limb or health, or
 - b. if there are sufficient indications that the holding or continuation of the event poses a concrete risk of considerable damage to property, or
 - c. if, due to a natural event, war, pandemic, epidemic, terrorist threat or attack, labor dispute, restriction of transport, supply and/or communication links, unexpected restriction of the usability of the event areas, travel restrictions, official orders, official recommendations or requirements or force majeure, the implementation or continuation of the event is significantly impaired in whole or in part or such a significant impairment is imminent. A significant impairment exists if the event cannot be held as planned and therefore the purpose of the event for visitors, exhibitors and organizers cannot be achieved or can only be achieved with significant restrictions.
- c) After conclusion of the contract, YONTEX may also cancel the event up to 8 weeks before the start of the event if more than 60% of the rented stand space or more than 60% of the registered exhibitors (including co-

**Brau
Beviale**

drinktec

exhibitors) are no longer available compared to the registration status at the time of the general dispatch of the admissions/stand space confirmations due to the cancellation or cancellation of other exhibitors, so that the industry can no longer be represented in essential parts with the event and therefore the purpose of the event for visitors, exhibitors and organizers cannot be achieved or can only be achieved with significant restrictions.

- d) YONTEX shall decide at its reasonable discretion whether a measure is taken and which measure is taken in accordance with Section 17. a) or 17. c), also taking into account the legitimate interests of visitors and exhibitors.
- If it is impossible to hold the event in accordance with Section 275 BGB, YONTEX shall always be entitled to cancel the event.
- e) YONTEX shall immediately inform the exhibitors concerned about a measure according to section 17. a) or 17. c).
- f) If the event is canceled before it begins in accordance with Section 17. a) or 17. c), YONTEX and the exhibitor shall be released from their mutual contractual obligations. The exhibitor shall be reimbursed for any stand rental already paid and any other remuneration components.
- g) If the event is canceled, interrupted, shortened or closed after its start in accordance with item 17. a), YONTEX shall be released from its contractual obligation to perform from this point in time or for the period of interruption. The stand rental fee shall be reduced in proportion to the ratio of the event duration omitted to the planned total duration of the event. The reduction of the stand rental shall be excluded in the event of an insignificant shortening or interruption of the event of up to 15% of the duration of the event. If the interruption is compensated for by postponing the end of the event, the stand rental fee shall not be reduced. The exhibitor shall be reimbursed for any excess stand rental paid.
- h) If the event is shortened or postponed before its start in accordance with clause 17. a) without the exhibitor's consent and if the exhibitor is no longer interested in participating in the event as a result, the exhibitor may withdraw from the contract. Withdrawal may only be declared to YONTEX in text form without delay, but at the latest within 14 days of notification of the postponement or shortening. If the exhibitor declares his withdrawal in due time, clause 17. f) shall apply accordingly.
- i) If the event is only partially canceled, discontinued, interrupted, shortened, postponed or closed (e.g. with regard to a specific hall), the legal consequences of items 17. f) to h) shall apply accordingly only with regard to the exhibitors directly affected by the measure pursuant to item 17. a). The exhibitors of the parts of the event that take place unchanged shall remain obliged to pay the full stand rental.
- j) The exhibitor may not assert claims for damages or reimbursement of expenses due to a measure pursuant to Section 17. a) or 17. c); claims of the exhibitor due to impossibility for which YONTEX or one of its vicarious agents is responsible pursuant to Section 275 BGB shall remain unaffected by this - albeit subject to the restrictions set forth in Section 22.
- k) Any further rights of YONTEX arising from a disturbance of the basis of the transaction pursuant to Section 313 BGB shall remain unaffected by this Section 17.

18. advertising, stand party, distribution of food and beverages,

- a) Advertising of any kind is only permitted within the stand allocated to the exhibitor. Advertising measures outside the allocated stand area (e.g. outdoor advertising, walking acts, etc.) are subject to approval and must be applied for exclusively using the official YONTEX forms (see exhibitor portal).
- b) In the event of unauthorized distribution of printed matter and advertising materials outside the stand area, YONTEX will charge the company responsible for the costs incurred for removal and disposal.
- c) The organization of a stand party is subject to registration and approval. The relevant guidelines and registration conditions posted in the exhibitor portal apply.
- d) YONTEX reserves the right to restrict or revoke all authorizations if it deems this necessary in the interest of maintaining orderly exhibition operations. Advertising measures that violate legal regulations or morality or are of an ideological or political nature are prohibited within the exhibition grounds.
- e) Stand and exhibit lettering, company and brand logos may not exceed the prescribed construction height. All demonstrations and presentations as well as all forms of visual, moving or acoustic advertising must not disturb other event participants, cause congestion in the aisles or drown out the fair's own public address systems in the halls. The volume may not exceed 60 dB(A) at the stand boundary.

**Brau
Beviale**

drinktec

- f) YONTEX is entitled to restrict or prohibit those presentations which cause noise, visual nuisance, dirt, dust, vibrations or other emissions or which lead to a significant impairment of the event or of event participants for other reasons.
- g) Musical performances are subject to a fee (see also "Important information with the technical guidelines" for the respective event).
- h) Flashing, rotating or fast-moving advertising media and scrolling lettering at the edge of the stand are not permitted.
- i) The distribution of food and beverages for a fee by the exhibitor and external catering service providers who are not partners of YONTEX or the participating venues is not permitted at the events (including the exhibitor's stand); this does not include the distribution of food and beverages free of charge for the purpose of serving customers on the exhibitor's rented stand space. The hygiene and legal regulations must be complied with.
- j) Catering on the stand is the responsibility of the exhibitor. The exhibitor must apply to the responsible office for any necessary permission to serve food and beverages in accordance with § 12 of the German Catering Act.
- k) The statutory provisions, in particular those relating to the protection of non-smokers, must be observed. It is possible to commission contract caterers operating on the exhibition grounds to provide catering services for the stand.
- l) Deliveries to exhibition stands, in particular from outside the exhibition grounds, are only possible to a limited extent. Yontex is entitled to permit stand deliveries only at certain times.
- m) YONTEX is entitled to enter the stand to check compliance with the above regulations. It is also entitled to remove, cover or otherwise prevent advertising that violates the aforementioned regulations at the expense and risk of the exhibitor/co-exhibitor.

19. consent to film, image and sound recordings

- a) The contracting party shall permit YONTEX to make or have made and use film, image and sound recordings and drawings of exhibition stands and individual exhibits for the purpose of documentation or for its own publications, in particular also on the Internet and for advertising purposes. The permission of use for an unlimited period of time includes in particular the production, publication, reproduction, utilization and editing/modification and is therefore also unlimited in terms of subject matter.
- b) Visual and acoustic recordings are only permitted within the exhibitor's own stand during opening hours. The exhibitor must apply to Yontex for a film/photo permit for any additional recordings.
- c) Yontex or a service provider commissioned by it shall be entitled to make visual and acoustic recordings throughout the exhibition grounds and to use them for its own or general publications, while respecting the right of persons depicted to their own image. With regard to its stand, the exhibitor shall grant YONTEX the use of all industrial or other property rights to which it is entitled under its own or third-party rights - with the exception of the right to its own image - to the extent necessary for this purpose, and warrants that it is entitled to grant such rights. If necessary, the exhibitor shall secure such a grant in good time and at his own expense or inform YONTEX if such a grant does not exist. In this respect, the exhibitor shall indemnify YONTEX against any third-party claims and claims for damages.

20. smoking ban

Smoking is generally prohibited on the entire exhibition grounds. Smoking is only permitted in the specially designated areas.

21. guarding

YONTEX will provide general security for the entrances, halls and outdoor area. The exhibitor is responsible for the security of the stand and its products during the days of the event (~~visiting hours~~) and during the entire construction and dismantling period.

Such guards can only be requested from the security company authorized by YONTEX or the exhibition grounds operators; the costs are to be paid directly to them.

The general surveillance assumed by YONTEX does not extend the limited liability of YONTEX described in the following clause 22.

**Brau
Beviale**

drinktec

22. limitation of liability

- a) YONTEX's strict warranty liability for initial material defects of the exhibition grounds or the stand space provided is excluded.
- b) YONTEX shall be liable without limitation in cases of intent or gross negligence on the part of YONTEX or its vicarious agents and in cases of negligent breach of duty by YONTEX or its vicarious agents resulting in injury to life, limb or health.
- c) Claims for damages by the exhibitor in other respects, including those arising from pre-contractual obligations and unlawful acts, can only be asserted if they are
 - i. is based on the negligent breach of a material contractual obligation by YONTEX or its vicarious agents, or
 - ii. the absence of a warranted characteristic of the exhibition grounds or the stand space provided, or
 - iii. are based on a mandatory statutory liability of YONTEX or its vicarious agents.However, in the event of a slightly or indirectly negligent breach of a material contractual obligation, YONTEX's liability shall be limited to the amount of damage foreseeable at the time of conclusion of the contract and typical for the contract. Material contractual obligations within the meaning of this paragraph c) are obligations the fulfillment of which is essential for the proper performance of the contract and on the observance of which the exhibitor may regularly rely.
- d) The above limitation of liability shall also apply to the personal liability of YONTEX's vicarious agents.
- e) The above limitation of liability only applies to entrepreneurs, legal entities under public law and special funds under public law.

23. insurance

The contractual partner is generally obliged to ensure adequate insurance cover himself. It is recommended that exhibition insurance be taken out to cover the risk of transportation and accommodation and can be arranged by the exhibition grounds operator via a framework contract.

24. heating, lighting, electricity and water connection

YONTEX will provide general air conditioning and lighting in the halls. If connections for electricity and water are required, these must be ordered in the exhibitor portal. Installation and consumption shall be borne by the exhibitor. All installations up to the stand connection may only be carried out by companies approved by the exhibition management. These companies receive all orders through the intermediary of and with the approval of the Exhibition Management and issue the invoice for installation and consumption directly in accordance with the standard rates announced by the Exhibition Management.

The permanently installed connections for electricity and telephone - the exhibitor must obtain information about the location from the trade fair management himself before placing the order - are also available to the stand neighbors if required. If supply lines have to be covered due to the risk of tripping, the costs shall be borne by the respective client. No claims for compensation can be derived from this. If water is supplied, the neighbor concerned must be informed.

The stand owner is liable for all damage caused by uncontrolled power consumption. YONTEX accepts no liability for any interruption or fluctuation in the power supply systems or special connections. The fire and trade police safety regulations must be observed (see the Online Service Center).

25. cleaning and disposal

YONTEX is responsible for cleaning the grounds, halls and aisles. Stand cleaning is the responsibility of the exhibitors and must be completed every evening by 7 p.m. at the latest or by the start of the fair in the morning. Stand cleaning can only be carried out by the exhibitors themselves or commissioned to the official service partner company. In addition to stand cleaning, exhibitors are responsible for the daily disposal of waste from their stand areas during the event and for the disposal of waste generated during set-up and dismantling. In order to fulfill the aforementioned obligations of exhibitors, YONTEX commissions an official service partner with the proper disposal of waste. The disposal of production waste and exhibition stands is excluded from this.

**Brau
Beviale**

drinktec

The requirements of the Commercial Waste Ordinance will be met by the service provider commissioned by YONTEX for disposal. The disposal costs incurred for this are covered for exhibitors by the flat-rate waste disposal fee in accordance with Section 6 of the Conditions of Participation. The regulations on waste management in accordance with Item 6.1. of the "Important Information with the Technical Guidelines" shall otherwise remain unaffected.

26. statute of limitations

All claims of the exhibitor against YONTEX in connection with participation in the trade fair shall become time-barred six months after the end of the month in which the closing date of the respective event falls. This shall not apply to claims for damages due to physical injury (damage resulting from injury to life, body or health) which are based on a breach of duty for which YONTEX, its legal representatives or vicarious agents are responsible, or to claims for damages due to an intentional or grossly negligent breach of duty by YONTEX, its legal representatives or vicarious agents.

27. domiciliary right

YONTEX - as well as the site owner - exercises domiciliary rights at the entire event location during set-up, running time and dismantling.

28 Place of performance, place of jurisdiction and applicable law

The place of performance and jurisdiction shall be Nuremberg if the contractual partner is a merchant or a legal entity under public law or the holder of a special fund under public law. If the contractual partner is a merchant, a legal entity under public law or a special fund under public law, or if the contractual partner has no general place of jurisdiction in the Federal Republic of Germany, Nuremberg shall be agreed as the place of jurisdiction. German law shall apply exclusively. However, YONTEX reserves the right to assert its claims at the court of the place where the exhibitor has its registered office.

29. data protection

Personal data collected from or transmitted by the exhibitor may be used for the fulfillment of YONTEX's business purposes within the framework of the statutory data protection regulations.

YONTEX and its affiliated companies as well as its foreign representatives are also entitled to use this personal data to provide regular information about the services of YONTEX and its affiliated companies as well as its foreign representatives by letter, e-mail, telephone or fax. The exhibitor may object to future advertising at any time. An overview of these companies and foreign representatives, some of which are located outside the European Union (EU) and the European Economic Area (EEA), can be requested from YONTEX.

The exhibitor shall ensure the data protection requirements for the above uses by taking appropriate measures (e.g. consent of its employees). The exhibitor shall be liable to YONTEX for damages and expenses arising from the breach of this obligation and shall indemnify YONTEX against corresponding third-party claims upon first request.

In all other respects, YONTEX's privacy policy applies, available on the Internet at www.yontex.com/datenschutz.

Severability clause

Should the conditions of participation be partially legally invalid or incomplete, this shall not affect the validity of the remaining provisions or the contract. In this case, the parties undertake to replace the invalid provision with such a provision or to fill the gap with such a provision with which the economic purpose pursued by the parties can best be achieved.

In the event of disagreement, the Special Terms and Conditions of Participation shall take precedence over the General Terms and Conditions of Participation.

**Brau
Beviale**

drinktec
