

**General terms and conditions of business  
for partners (exhibitors & sponsors) with regard to  
Hüthig GmbH events**

(Status: 07/2021)

**1. Scope**

- (1) These General Terms and Conditions ("**GTC**") apply to all contracts and contract offers between Hüthig GmbH ("**Hüthig**") and the respective third party ("**Partner**") in connection with exhibition and/or sponsoring at events of Hüthig GmbH - and, if applicable, the co-organizers expressly named in the event, irrespective of whether these take place physically (e.g. trade fairs and congresses; "**face-to-face events**") or digitally or virtually (e.g. webinars; "**digital events**") or as a mixed form (e.g. live stream of a physical event; "**hybrid events**").
- (2) These terms and conditions shall apply exclusively. Deviating conditions of the partner shall only become part of the contract if and insofar as Hüthig has expressly agreed to their validity in written form. This requirement of consent applies in every case, for example also in the unopposed acceptance of the general terms and conditions of the respective partner.
- (3) Individual agreements made with the partner in individual cases (including ancillary agreements, supplements, and amendments) shall in all cases take precedence over these General Terms and Conditions. Subject to proof to the contrary, a written contract or written confirmation by Hüthig is decisive for the content of such agreements.
- (4) Legally relevant declarations and notifications by the party with regard to the contract (e.g. setting of a deadline, notice of defects, withdrawal, or reduction) must be made and submitted in written form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in the case of doubts about the legitimacy of the declarant, shall remain unaffected.
- (5) References to the applicability of statutory provisions are for clarification purposes only. Also without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these GTC.
- (6) These General Terms and Conditions apply exclusively to companies within the meaning of the German Civil Code (BGB), § 14 BGB.

**2. Organizer**

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**3. Conclusion of contract**

- (1) The contract between Hüthig and the partner is concluded upon receipt of the order confirmation sent by Hüthig via e-mail. If additions or amendments to the contract are agreed in the course of the performance of the contract, the written form requirement shall be deemed to have been complied with if the respective declaration is transmitted in electronic form, by fax or e-mail and confirmed by the other party.
- (2) In deviation from the above paragraph 1, a contractual relationship may also come into force in accordance with this paragraph 2 with a booking by the partner accepted by Hüthig via a digital booking mask positioned on the event website or digital booking documents made otherwise available. The sending of the completed digital booking documents constitutes an offer by the partner to conclude a contract. Hüthig will consider whether to accept this offer. Hüthig is under no obligation to accept such offers. A contract is concluded when Hüthig accepts this offer and confirms this to the partner in writing or text form (including e-mail). If the content of the confirmation from Hüthig differs from the content of the booking, the contract is concluded in accordance with the confirmation, unless the partner objects within two weeks in written or text form (including e-mail).
- (3) In addition to these General Terms and Conditions, the contract shall be based on the organizational (e.g. exhibitor information), technical (e.g. order documents for services) and other provisions, such as participation notices, which the partner receives prior to the start of the event.

**4. Terms of payment**

The amounts invoiced by Hüthig are payable without deduction on the dates indicated on the invoices. All payments are to be made free of charge, quoting the invoice number. All prices are subject to the statutory value added tax.

**5. Cancellation; Force majeure**

- (1) Cancellations must be made in written form.
- (2) In the event of cancellation of a booked service up to six (6) months before the event, an administration fee of EUR 500 will be charged. Subsequently, a cancellation fee of 50% of the booking sum shall apply until completion of the main program, but no later than twelve (12) weeks before the event. After that point in time the full booking amount is due. The partner shall be at liberty to prove that no damage or substantially lower damage has been incurred or that the expense is lower

than the liquidated damages claimed.

- (3) Hüthig reserves the right to relocate the entire event or individual parts thereof in terms of space, location and/or time, to change the duration, content and format (e.g. from a face-to-face event to a digital event, etc.), or - if space conditions, official directives or, in the opinion of the organizer, other compelling circumstances so require - to relocate the space made available to the exhibitor, to change and restrict its dimensions or to cancel it at short notice. Subject to paragraph 4, this shall not entitle the partner to withdraw from the contract. Hüthig must inform the partner immediately in such cases.
- (4) In the event of a complete cancellation of the event by Hüthig, which is not due to force majeure, the payments already made will be refunded to the partner, with the exception of payments for services already provided by Hüthig (such as, for example, web presence already provided; advertising banners; etc.), as well as costs and expenses already incurred on the part of Hüthig (including the costs already incurred for service providers already commissioned by it in reliance on the implementation of the event); these shall be assumed by the partner in each case. Further claims of the partner are excluded unless these are based on intentional or grossly negligent conduct of employees or other vicarious agents of Hüthig.
- (5) Against the background of the experience of the effects of the coronavirus (SARS-CoV-2/Covid-19) and the resulting far-reaching governmental and other measures geared to restricting the economy and public life, it may be necessary to retroactively reduce the number of exhibitors or partner stands at a presence event. In this respect, Hüthig reserves the right to cancel individual bookings shortly before the event if necessary. In such cases, the provisions of the preceding paragraph on cancellation shall apply.
- (6) Force majeure such as war, civil war, terrorism, civil unrest, riots, embargoes, natural disasters, fire, epidemics, pandemics, legislative activities, court decisions or official measures, or other unforeseeable circumstances for which Hüthig is not responsible, such as labor disputes, strikes or lawful lockouts, operational or transport disruptions, raw material procurement difficulties, which prevent Hüthig from fulfilling its contractual obligations, shall extend the delivery period, and/or prolong the agreed delivery periods and delivery deadlines in each case by the duration of the impediment, plus an additional, reasonable start-up period. This also applies if these events occur at a time when Hüthig is in default. In deviation from this, Hüthig reserves the right to terminate the contract free of charge instead of making an adjustment and to demand the return of services already provided.
- (7) Against the background of the experience of the effects of the coronavirus (SARS-CoV-2/Covid-19) and the resulting far-reaching government and

other measures restricting the economy and public life, the force majeure rules in paragraph (5) above shall apply mutatis mutandis, irrespective of the case of force majeure, if (a) a force majeure event continues during which the parties enter into a contract with the expectation that the event will end or that there will be a substantial improvement, but the event continues contrary to the expectation or there is no substantial improvement; or (b) a Force Majeure Event ended before the contract was entered into but recurs after the contract is entered into (e.g., if a pandemic or a natural disaster occurs).(e.g. if a pandemic or epidemic occurs again).

## 6. Complaints

Complaints are to be reported during the event. Complaints made subsequently cannot be considered and do not lead to any claims.

## 7. Sub-exhibitors

- (1) The inclusion, admission and/or other participation of sub-exhibitors, additionally represented companies or other third parties ("**sub-exhibitors**") is only permitted to the partner given the prior written consent of Hüthig and against payment.
- (2) If and insofar as Hüthig has agreed to the involvement of a sub-exhibitor by the partner, the partner shall impose all obligations on the sub-exhibitor which are incumbent on the partner vis-à-vis Hüthig, insofar as this is necessary for the contractual fulfilment of the contractual obligations of the partner. The partner shall ensure that sub-exhibitors comply with all applicable statutory provisions, in particular labor and social security regulations. The partner shall in any case remain responsible and liable for the actions and omissions of the sub-exhibitor as for its own actions and omissions.

## 8. Special regulations for face-to-face events

- (1) The location of the event is indicated in the respective event program or on the event website.
- (2) Travel and accommodation must be organized/booked by the partner at its own expense.
- (3) Hüthig shall decide on the admission of exhibits for display as well as advertising materials (e.g. lanyards, flyers, giveaways, roll-ups, etc.). All exhibits and advertising materials must be precisely designated by the partner prior to the conclusion of the contract or in the registration in accordance with section 3, paragraph 2. The exhibited goods and advertising materials must comply with the conditions applicable in Germany. Noisy or odorous exhibits or advertising materials are not permitted at the event. Exhibition goods and advertising materials

can be delivered by the partner within the agreed time frame and must be clearly labelled with the company name, stand number and the name of the event. Set-up by the partner shall take place at the agreed times, as a rule on the day before the event. Dismantling and collection must be completed by the partner on the last day of the event in any case. The agreed times shall apply. No objects may be left behind by the partner on the stand areas or other event areas. Time extensions require the approval of Hühthig.

- (4) Each partner receives the necessary admission authorizations for its employees (if applicable, together with name badges) at the agreed conditions. They will be available at the conference office as from the beginning of the event. The partner or its employees must present a designated admission permit at the admission control without being asked. Since the access authorization is personal, the partner can also be requested to identify himself/herself with a valid official identification document. If the Partner is granted admission, he/she will receive a non-transferable badge (e.g. an event badge or wristband) which he/she must carry with him/her during the respective event, in particular in order to be re-admitted after leaving the event rooms. The stand supervisors appointed by the exhibitor or other participants are to be submitted to HÜTHIG with all their data on a separate form no later than 14 days before the start of the event.
- (5) Hühthig reserves the right to refuse admission to partners who violate the house rules or appear aggressive or abusive or are under the influence of intoxicants. Weapons or dangerous objects may not be brought into the event rooms. Hühthig exercises domiciliary rights at the events. These instructions must be adhered to. The respective house rules of the venue must be observed during the stay in the event rooms. In the event of breaches of the house rules or unauthorized advertising/guerrilla marketing measures, the party may be excluded from further participation in the event and asked to leave the event premises. Further claims by Hühthig against the partner shall remain unaffected.
- (6) The stand area according to the contract or the actually occupied stand area, if this exceeds the contractual stand area, will be charged. The stand type (row, corner, head, or block stand) depends on the layout. The exhibitor's wishes will be taken into account as far as possible; however, the exhibitor has no right to a certain type of stand. The rental price includes:
  - The rental of the stand area with the booked stand dimensions during assembly and dismantling as well as for the duration of the event. Conference tables, chairs and power supply can be ordered additionally as required. They are either included in the exhibition price or will they be

calculated at the prices shown

- The general lighting of the exhibition areas, the general cleaning of the traffic areas and the removal of residual waste.

Further services can be ordered separately for a fee using the appropriate form. All prices are subject to the statutory value-added tax.

- (7) The catering within the event is the sole responsibility of the caterer of the event location. Customer catering can be ordered there accordingly.
- (8) Hühthig exclusively is entitled to make or have photographs, image, and audio recordings ("**recordings**") made of the entire event, in particular of the exhibition buildings and stands and the exhibited items, and to use them for documenting the event as well as for advertising and press publications without the partner being permitted to object to this. This also applies to recordings made directly by the media with the consent of Hühthig. Hühthig is entitled to publish the recordings on its websites and in the programs, in whatever form (e.g. printed, digital, etc.), of further events. Hühthig may also publish the recordings in social networks such as LinkedIn, Xing, and Twitter or similar for the purposes stated in para. 1. If Hühthig holds this or another event together with an event partner, Hühthig may pass on the recordings to this event partner. Since these are public events, Hühthig assumes that, from the partners' point of view, there are no general reasons against the production of recordings and the processing of these recordings for the purposes described above. Should this nevertheless be the case, corresponding partners are requested to contact the information counter or Hühthig immediately and to inform them of their objection. The respective partners are also asked - as far as possible - to take care themselves not to be photographed or to contact the photographer directly.
- (9) The visible storage of transport packaging, boxes, and cartons on and behind the stands is not permitted. Floors, walls, pillars, doors, and windows as well as other fixtures and fittings may not be pasted over, nailed, painted, or damaged in any other way. Damages are at the expense of the exhibitor and will be invoiced by Hühthig. Any installation and fire protection equipment in the stand area, including escape routes and emergency exits, as well as their signs, which may be part of the stand area, must be accessible and usable at all times and may not be removed, hung up or placed on the stand. Floor coverings may only be fixed with double-sided adhesive tape, on wooden floors only on initially pre-glued crepe tape. The cleaning of the stand is the responsibility of the exhibitor; it must be completed daily before the opening of the event. Only flame-retardant materials may be used for stand furnishings. Otherwise, the partner submits to

Hüthig's domiciliary rights on the entire premises during the event.

- (10) The exhibitor is obligated to ensure adequate insurance cover. It is recommended to take out an exhibition insurance policy to cover the risk of transportation and participation.

The exhibitor is advised to ensure that the stand is adequately supervised. Valuable items must be kept under lock and key outside of event hours. Subject to section 12, any liability of Hüthig (e.g. for damage, theft, etc.) is excluded.

- (11) Printed matter and advertising material may only be used to the extent booked and may only be distributed by the partner within the allocated stand areas, but not in the wider exhibition area or in lecture rooms, etc. Visual, moving, or acoustic advertising media are only permitted provided that they do not disturb the stand neighbors and do not disrupt the event. Hüthig may intervene and demand changes in the event of violations of these regulations. If the partner does not carry out this accordingly, Hüthig reserves the right to exclude the partner from further participation in the event.

#### **9. Special rules for digital events**

- (1) Hüthig is free in the design of the contents and is entitled at any time to change, restrict, expand, or completely discontinue the digital offer. Hüthig is free in the provision of its service to also provide this through third parties of its own choice.
- (2) As the digital offer is partly based on content from co-organizers, partners and other third parties, Hüthig may, among others, use external speakers and moderators for the recordings and live transmissions. Hüthig shall assume no liability - neither expressly nor tacitly - for the correctness, completeness, reliability, and topicality as well as for the usefulness of the contents of the digital offer for the partner.
- (3) The digital offer is not directed at persons in countries that prohibit the presentation or calling up of the content provided therein. Each partner is responsible for informing itself about any restrictions before accessing these web pages and for complying with them.
- (4) The partner acknowledges that a 100% availability of the digital offer is not technically feasible. Hüthig, however, shall endeavor to keep the digital offer available as constantly as possible. In particular, maintenance, security, or capacity issues as well as events beyond Hüthig's control may lead to temporary disruptions or to the temporary discontinuation of the digital service. The digital offer is processed using standard market software. The software requirements specified at the time of registration are decisive. Hüthig has no influence on the availability and error-free technical preconditions or requirements of this software.

#### **10. Special regulations for hybrid events**

The special regulations for face-to-face events (section 8) and for digital events (section 9) shall apply accordingly to hybrid events.

In the event that an originally planned face-to-face or hybrid event is only to be held as a purely digital event (section 5.3.), the partner shall be informed of this without delay. In this case, a service rebooking for the execution of a digital event takes place automatically.

Upon express request, the partner has a special right of termination in such a case, which the partner can exercise in writing vis-à-vis Hüthig within seven days after notification. If the special right of termination is exercised, no fees will be charged to the partner. Amounts already paid shall be refunded.

#### **11. Speakers; Copyrights**

- (1) Speakers can be replaced by others who have comparable subject-related qualifications. There is no legal entitlement to a specific person.
- (2) Presentations at the event will generally be given in German or English. The corresponding event documentation follows this rule. There is no entitlement to interpretation/translation.
- (3) The event-related contents, in particular lectures and documentation, are protected by copyright. Any use or exploitation of the copyright-protected contents of any kind whatsoever which extends beyond the respective purpose of the contract, in particular by copying, distributing, exhibiting, reproducing in incorporeal form (right of public reproduction, i.e. lecture, performance and presentation, making available to the public, transmission by means of image or audio carriers, reproduction of radio broadcasts and of making available to the public) shall be prohibited. The transfer of content to third parties is prohibited, regardless of the purpose and nature of the transfer.
- (4) Hüthig accepts no responsibility or liability for any inaccuracies in the content of the lectures and documentation.
- (5) Partners giving their own lectures and presentations are responsible for submitting details of the speaker/presentation in good time for the preparation of the program brochure and for its proper implementation. If the speaker misses his or her slot, there is no right to a replacement.

## 12. Limitation of liability of Hüthig

Hüthig shall only be liable (i) for damage caused by it intentionally or through gross negligence, (ii) for the culpable breach of essential contractual obligations by Hüthig, i.e. such obligations the fulfilment of which makes the proper performance of the contract possible in the first place and the observance of which the partner relies on and may rely on (major or cardinal obligations), (iii) for damage caused by Hüthig as a result of fraudulent misrepresentation, (iv) for damage resulting from culpable injury to life, limb or health caused by a negligent breach of duty by Hüthig. In all other respects, any liability on the part of Hüthig shall be excluded.

## 13. Liability of the partner

- (1) The partner shall be liable for all damage caused by the partner, its vicarious agents, its guests or other third parties within the meaning of § 278 and § 831 of the German Civil Code (BGB) in connection with the event in accordance with the statutory provisions. The application of § 831 paragraph 1 sentence 2 BGB shall be excluded.
- (2) The partner shall indemnify Hüthig against all claims of third parties asserted in connection with the event, insofar as these are the responsibility of the partner, the partner's vicarious agents (e.g. speaker, etc.) or the partner's guests. This indemnity obligation also extends to any official fines and administrative offences (e.g. for disturbing the peace, blocking rescue routes, disregarding smoking bans) which may be imposed on Hüthig by the place of assembly in connection with the event.

## 14. Data protection and privacy

If the partner processes personal data within the scope of an event, it shall be obligated to comply with the statutory provisions, in particular the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG 2018) and the General Data Protection Regulation (Datenschutz-Grundverordnung, DS-GVO) as well as all other statutory provisions (in this respect).

The partner may, by prior agreement, receive a list of participants' e-mail addresses, provided that the participants have consented to the transfer. Here too, the partner, as the responsible party, is legally obligated to comply with the provisions of data protection law. This includes, in particular, complying with the data protection rights of the participants.

## 15. Final provisions

- (1) These GTC and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) As far as legally permissible, the place of performance and the exclusive - also in an international context - place of jurisdiction shall be agreed to be Heidelberg.

- (3) Agreements that deviate from these GTC must be made in written form. This also applies to changes to this written form requirement.
- (4) Should any part of the GTC be invalid and null and void, the validity of the remaining provisions shall not be affected thereby. In place of the legally ineffective part, it shall then be deemed agreed what most closely approximates this and/or what the parties would have agreed if they had known of the invalidity. The same shall apply in the event that the provision should contain a loophole.

### Information on advertising by e-mail

Hüthig GmbH is interested in maintaining customer relations with you. For this reason, we will inform you regularly via electronic mail about similar events and offers. For this purpose, we use the e-mail address provided upon conclusion of the contract in accordance with Art. 6 (1) p. 1 lit. f) DS-GVO in conjunction with section 7 (3) UWG. Naturally, you have the option to object to the use of your data for advertising purposes via the unsubscribe link provided in the advertising e-mail. You can also send your objection by e-mail to [datenschutz@huethig.de](mailto:datenschutz@huethig.de) or by surface mail to Hüthig GmbH, Im Weiher 10, 69121 Heidelberg, without incurring any costs other than the mail/transmission costs according to the basic rates. We use service providers who support us and thereby receive the aforementioned data. These providers are marketing companies and online service providers. Your personal data will not be processed outside the EU/EEA. Your personal data will be deleted after three years at the latest if your e-mail address has not been used by then. For more information on data protection, please visit [www.huethig.de/datenschutz](http://www.huethig.de/datenschutz).