General Terms and Conditions for Events of Messe Ostwestfalen GmbH for the Analogue Presentation and Digital Content of the M.O.W.

As of 08/2025

I. Inclusion of the terms and conditions for events/Data protection

1. The M.O.W. carried out by Messe Ostwestfalen GmbH (hereinafter referred to as *organiser*) on a yearly basis shall exclusively take place subject to the terms and conditions for events as amended. These are available to all participants at all times at www.mow.de and can be transmitted on request.

Upon signing the contract the participant confirms that he has taken note of the terms and conditions for events and accepts the contents thereof.

2. Any data provided by the participant shall be processed and used by the organiser in an automated procedure for the purpose of fulfilling contractual obligations under observance of the regulations/provisions of the Federal Data Protection Act of the Federal Republic of Germany as amended. This data shall not be passed on to any third parties outside the contract.

II. Allocation of the stand area

1. There shall be no claim to allocation of a certain area. The participant is provided with plans informing him about the exhibition hall and the location of his rented exhibition area.

2. The organiser may make unilateral alterations to the allocation in order to optimise the event for important organisational, economic or other factual reasons without this affecting the contract in any other way.

3. The participant must be notified immediately should the organiser not be able to provide the agreed exhibition stand area for reasons he is not responsible for. In this case the participant shall be entitled to reimbursement of the full participation fee. Any further claims on the part of the participant shall be excluded insofar as these are not caused by gross negligence or intent on the part of the organiser.

4. A withdrawal from the event contract shall be excluded. The organiser shall be entitled to rescission if the participant has filed an application for the initiation of insolvency proceedings, such initiation has been rejected due to lack of assets or insolvency proceedings have already been initiated. In this case the organiser must immediately be notified accordingly.

5. Should the participant desire (premature) release from the event contract, this shall require the consent of the organiser. Once consent has been granted by the organiser, the participant shall be obliged to pay a lump-sum compensation. This shall amount to – depending on the receipt of the request of release on the part of the participant - 35% up to 16 weeks before the M.O.W., 65% up to 12 weeks before the M.O.W. and otherwise the full participation fee for the remaining duration of the contract.

6. The participant shall for his part have the right to prove that the organiser has not suffered any loss or that the extent of this loss is only considerably less.

7. The allocation of the resulting available stand area to another participant by swapping areas or to a new participant shall not constitute a case of other payable allocation of the stand area, if the event is

not booked out and there is sufficient free area available which corresponds to at least the size of the stand area.

8. Insofar as intended products of the participant cannot be introduced due to applicable statutory provisions or other reasons or products do not arrive in time, are damaged or do not arrive at all, for whatever reason, or the arrival of the participant or his agents and/or assistants is delayed or impossible, this shall fall within the risk area of the participant and shall not affect the contractual entitlements of the organiser.

III. Set-up, design and operation of the stands, impermissible modifications

1. The participant shall be responsible for observing any applicable statutory regulations with regard to the set-up and design of his stand. Observing the instructions of the organiser and complying with the terms and conditions of participation as well as technical regulations must be ensured. The same shall apply in individual cases for construction-specific requirements and organisational measures according to separate instructions given by the organiser. The aforementioned obligations shall likewise apply for persons acting on behalf of the participant. In this respect the participant shall be subject to a monitoring duty. The participant shall be provided with the relevant exhibitor and set-up information in due time.

The organiser's staff shall be available in case of any questions.

2. Only those companies authorised by the organiser shall be entitled to carry out any installations. These may be requested from/authorised by the organiser.

3. During the entire duration of the event product presentations/products must be on display at the exhibition areas and staffed with at least one responsible contact person. Vacating the exhibition stand before the end of the event is not permitted and constitutes a serious breach of the terms and conditions of participation.

4. The presentation of products and services of the participant may only be conducted in the exhibition area of the participant. The distribution of products, flyers and other marketing means beyond the exhibition area shall require the prior written consent of the organiser and shall otherwise constitute a serious breach of the terms and conditions of participation. The presentation is to be designed as transparently as possible.

5. Insofar as goods or products of the participant do not comply with statutory provisions, cause emissions of any kind or oppose the concept of the organiser, these are to be immediately removed by the participant at his expense (as a rule within 4 hours) at the request of the organiser.

6. The participant shall be obliged to observe all and any legal rules and regulations for the compliance with statutory, employment and commercial law related provisions, fire protection, accident prevention, company designation etc. as well as police and administrative provisions and shall fulfil these at his own expense. Obtaining any necessary permits as well as fulfilling any requirements fall within the responsibility of the participant and are to be ensured at his own expense and for his own account. The participant shall indemnify the organiser from the obligation of notification vis-à-vis any authorities.

7. For the entire duration of the event the participant's name is to be displayed in such a way so that it is visible to everyone. The equipment of the stands and in doing so keeping to any uniform design the organiser might prescribe is the responsibility of the participant.

The regulations of the organiser are to be observed for the sake of a good overall picture. If the participant sets up his own stand himself, he must submit drawings showing the dimensions and design to the organiser for approval prior to commencing work.

8. Any companies commissioned with the design or set-up of the stand are to be notified to the organiser. The stand partition must not be exceeded in any case. Exceeding the prescribed stand height shall require the express approval of the organiser. Any construction towering above the aisle or the neighbouring stand must at least be kept neutral. The general stand partition height can be enquired about individually or taken from the exhibitor's information.

9. Upon application a special permit may be granted by the exhibition management. In the case of a two-storey construction the lettering is to be displayed in such a way so that the neighbouring stand is not visibly obstructed.

The organiser may demand that any trade fair/exhibition objects, the set-up of which has not been permitted, are modified or removed. If the participant does not follow these instructions within 24 hours, the removal or modification thereof can be carried out by the organiser at the expense of the participant. If the stand must be closed for the same reason, there shall be no claim for reimbursement of the stand rent.

10. The participant is generally prohibited to carry out any structural modifications as well as changes to ceiling, wall, pillars, floor, technical equipment and installations. Any damage to the halls and the equipment caused by drilling, nails, glue, paint etc. are not permitted.

For the purpose of fixing materials to the hall floors only the double-sided tape permitted by the exhibition management may be used. The exhibition management will provide information on which make is permitted. In the case of infringement the trade fair/exhibition management shall be entitled to close the stand and the participant may not derive any right to claim compensation or reimbursement of any payment.

IV. Special provisions for setting up and dismantling exhibition stands

1. The participant is obliged to complete the stand within the period stipulated in the exhibitor's information.

Any costs incurred on the part of the organiser caused by delayed completion, even, due to individual reasons not completed stand erection, shall be borne by the participant.

2. Any complaints about the location, type or size of the stand must be made in writing to the organiser for the attention of the trade fair/exhibition management prior to commencing the set-up of the stand, at the latest on the day following the stipulated set-up date.

3. Any materials used for the set-up must comply with the safety regulations of the responsible professional fire brigade or the relevant DIN regulations and if necessary, shall be removed by the organiser in the case of non-compliance at the expense of the participant.

There shall be no liability for any damage resulting from this. Safety devices (hose boxes, fire detectors, fire extinguishers, emergency exits, escape routes etc.) electric and distribution cabinets, information signs may not be covered up or made inaccessible.

4. Stands may not be partially or totally cleared before the trade fair/exhibition ends. In the case of non-observance the participant shall have to pay a penalty amounting to half of the stand rent.

5. Any applied material and damage caused are to be removed properly and flawlessly. Otherwise the organiser shall be entitled to have this work carried out at the expense of the participant. Any further claims for compensation shall remain unaffected.

6. The participant shall be liable for any damage to and within the entire exhibition complex as well as the equipment and facilities caused by him or any third parties commissioned by him. Any repair work may only be carried out at the instigation of the organiser by their own contracting parties.

7. The participant is obliged to dispose of any packaging material himself and in doing so observe statutory requirements (packaging ordinance) and prove this if requested to do so.

8. Should at the time of expiry of the event contract any objects belonging to the participant (exhibition products/installations or fittings/samples/decoration etc.) be left at the stand and these are not removed within seven days after the event has ended, the organiser shall be entitled to remove/dispose of them but is not obliged to do so. Any costs incurred hereby shall be borne by the participant. Claims for compensation due to improper disposal shall be excluded insofar as these are not caused by gross negligence or intent on the part of the organiser.

V. Equipment of the stand area

The equipment of the stand area varies in the individual halls. In principle, changes and deviations are possible through individual written agreements.

Halls 1-12, 20, 21, 22.1, 23.1, 23.2 are equipped as follows:

Individual stand erection by the participant; no equipment.

Hall 19 and 22.2 is equipped as follows:

Ceiling system incl. lighting

Stand partition construction with simple rear and side walls to the neighbouring stands without paintwork and uniform carpets

Power connection 3KW (without sub-distribution)

VI. Responsibility of participants in online marketing

1. The selection of the trade fair contents as well as the selection of the presentation is the responsibility of the participant.

The M.O.W. will not check to what extent the trade fair contents selected by the participant as well as the presentation thereof are suitable for the purposes intended by the participant and correspond to their requirements.

2. In this context, however, the participant undertakes not to post any content or to advertise any content the dissemination of which is inadmissible in broadcasting or telemedia.

In particular, the participant shall refrain from posting content or advertising content the dissemination of which is punishable by law or which is likely to endanger the development of children or young people or their upbringing to become a responsible and socially acceptable personality.

The same applies to content which the participant embeds from external offers, including offers from third parties. Insofar as such content is labelled in accordance with the Youth Protection Act, the participant must clearly indicate this.

3. The participant shall indemnify the M. O. W. against any claims of third parties in connection with infringements of rights according to item X.2 (see above) and undertakes to compensate the M. O. W. to this extent for any disadvantages and damage arising in this connection.

VII. Right of intervention of the M.O.W.

The M.O.W. is entitled to reject trade fair contents if there are concrete indications that these violate applicable law or impair or infringe the rights of third parties, or if the presentation of the trade fair contents is unreasonable for the M.O.W. for other reasons.

Unacceptable is in particular the presentation of trade fair contents which violate the principles of the protection of minors, contain or refer to extremist contents, are technically and/or qualitatively considerably inadequately designed or are otherwise suitable to present the M.O.W. and/or its trade fair platform in a negative light or to considerably impair the confidence of third parties in the M.O.W. and/or its trade fair platform.

VIII. Participation fee

1. Besides making available the exhibition space, the registration fee for the standardized event service also includes the lump sum fee for energy costs (hall 20-21 + 22.1: 12.45 Euro/m² ; hall 19 + 22.2: 14.55 Euro/m²), the mandatory participation in the marketing package (792,00 Euro/net per entry; and includes, besides others, the exhibitor's entry in the online exhibition catalogue, the guide and the online register), consumption, catering for exhibitors and visitors in the exhibition halls, implementation of the visitor marketing by the organizer, preliminary planning of the exhibition stand, use of the parking place, entrance fee for the exhibition site, use of W-Lan, inspection of the exhibition site, registration of employees and visitors as well as the staff of the exhibition information desk during this event.

Exhibitors from third countries will have to submit a certificate of entrepreneurial status in German language, otherwise the V.A.T. is to be invoiced.

2. In addition to the participation fee the exhibitor will have to pay the following ancillary costs depending on the site of his exhibition booth:

a) halls 1-12/23.1+23.2
power connection (costs as advertised in the service shop)

Flat rate fee for energy costs 16.15 Euro net/m²; if the exhibitor participates only once, this fee is included in the participation fee.
Ceiling suspensions optionally if possible.

For **permanent exhibit** the organizer will issue an annual utility bill, where possible the exhibitor will settle the energy supplier's invoice directly.

b) Halls 19/22.1/22.2

Power connection (costs as advertised in the service shop; only hall 22.1)
Ceiling suspensions optionally if possible (only hall 22.1)

c) Halls 20/21
Power connection (costs as advertised in the service shop)

Ceiling suspensions optionally if possible

3. The additional event costs shall be charged in a separate invoice by the organiser and is due for payment within ten days after invoicing. The organiser shall be entitled to request payment of a reasonable deposit on the anticipated costs.

4. Unless other terms of payment have been contractually agreed upon, the participation fee is payable to the organiser within 10 days of invoicing at the latest, however, three months before the event takes place.

5. All prices are to be understood as net fixed prices plus any applicable sales tax. Due to the variety of services provided by the organiser these shall constitute uniform event services for which the place of performance pursuant to Section 3 Paragraph 2 of the Value Added Tax Act (UStG) is the place where the service recipient is.

6. If at the time of the event the participant is in default regarding the fulfilment of contractual obligations vis-à-vis the organiser, there shall be no claim for assignment of the exhibition stand. This shall not affect the contractual obligations of the participant vis-à-vis the organiser.

7. Should the participant be in default of payment of the participation fee for longer than two weeks or of more than two instalments of the participation fee, the organiser shall be entitled to terminate the contract immediately without notice. In any case the total amount is to be settled in full at the latest two weeks before commencement of the event.

8. Any complaints with regard to the invoice are to be made immediately, at the latest within 7 days in writing to the organiser.

9. Offsetting the invoice with claims of his own and right of retention on the part of the participant shall be excluded insofar as these are not legally established/titled or undisputed claims of the participant against the organiser.

10. In the case of sub-participation by a third party the third party shall be fully liable by way of joint and several obligation with the participant for the fulfilment of contractual obligations. The unlimited joint and several contractual obligations of the participant shall remain even if the invoice of the organiser is addressed to the third party on instruction of or at the request of the participant or at the instigation of the third party.

11. In principle, bank fees are to be borne by remitter. If any charges are incurred by organizer, included those for immediate transfer, the latter reserves the right to assert a claim against the exhibitor.

IX. Maintenance of the stand area

1. Any modification, separation or assignment of the stand area shall require the prior written consent of the organiser. The same shall apply for the event that the area is also used or occupied by a further participant.

2. Any infringement shall entitle the organiser to exclude the participant from the event without this affecting the contractual entitlements of the organiser.

3. Irrespective of this, the participant shall be liable for any damage – no matter what kind – of such persons/co-participants to whom the participant has partially or fully assigned the exhibition stand.

X. Domiciliary rights

1. The organiser as well as his vicarious agents and in particular any commissioned parties shall exercise their sole domiciliary rights on the entire event site (halls including access roads, car park and administration area). The instructions of organiser's staff must be observed. The exhibition management and any commissioned third parties shall have access right to the exhibition areas at all times.

2. The organiser shall be entitled to have exhibition objects removed from the exhibition stand if these contravene applicable law, are in conflict with moral values or the contents of the event. The same shall apply in the case of advertising for political or ideological purposes. This is explicitly prohibited. The instructions of the organiser and his authorised persons are also in this case to be observed.

XI. Liability/Insurance

1. Strict liability on the part of the organiser for compensation for initial defects of the exhibition stand shall be excluded.

2. In the case of claims for compensation for injury to life, body or health as well as pursuant to the Product Liability Act the organiser shall exclusively be liable in the case of intent and negligence within the scope of legal obligations.

3. Otherwise the organiser shall only be liable for such damage caused by intentional or gross negligent behaviour. This liability limitation shall also apply for any consequential damage.

4. The aforementioned liability limitation relating to Clause 2 and 3 shall apply for the organiser himself, his organs, employees, legal representatives, vicarious agents and assistants and all other persons and companies used by the organiser for the performance of the contract.

5. Should the event not take place partially or fully for such reasons for which the organiser is not responsible or which are caused by force majeure, no rights and in particular no claims for compensation can be derived against the organiser.

It shall remain a case of fault-based liability on the part of the organiser insofar as this has not been expressly excluded in the contract.

6. The organiser specifically does not assume any obligation to exercise proper care of object brought to the event/goods of the participant or any third parties.

7. The organiser shall not conclude any insurance policies for the stand/for objects brought to the event by the participant. The participant is recommended to take out insurance to cover the risk of

damage, destruction including the risks of transport on his own his own responsibility and at his own expense.

8. The participant shall irrevocably indemnify the organiser from all claims by third parties insofar as these are based on the participant's presentation, the design of the participant's stand, the products presented at the participant's stand, or the intellectual content of these products violating the rights of third parties (in particular, but without being limited to, *copyrights, the rights to names and images, trademark rights, competition rights and publicity rights*) or other statutory provisions.

9. This indemnity obligation encompasses all of the associated costs and expenses of the organiser including warning and legal costs as well as court fees insofar as these are deemed necessary or appropriate for a promising legal defence.

10. The M.O.W. shall not be liable for any damage caused by disruptions to telephone lines, servers and other equipment for which it is not responsible.

XII. Assertion of claims/Period of limitation

1. The participant's claims against the organiser — of whatever type — must be submitted to the organiser in writing immediately or in any case during the course of the event. The date on which the organiser receives the claim shall be the decisive criterion for determining if it has been received by the deadline. Claims received at a later date cannot be considered.

2. Claims against the organiser arising from the contractual relationship as well as all other claims relating thereto, shall become statute-barred after 6 months. The limitation period shall commence at the end of the month, in which the closing date of the event falls.

3. This shall not apply to claims for compensation for loss of life, injury to body or health, the Product Liability Act, essential contractual obligations and claims for compensation caused by the organiser's intentional or grossly negligent actions. The statutory periods of limitation shall apply in such cases.

XIII. Force majeure/Cancellation of the event

1. The organiser shall have the right to reschedule, shorten, extend or cancel the event as well as to terminate the event temporarily or definitely, in part or altogether if such an action is required due to reasons for which he is not responsible or unforeseen events such as force majeure, natural disasters, wars, strikes, terrorist attacks or the breakdown or obstruction of traffic, supply and/ or communication links. The organiser shall immediately notify the participant of such circumstances, provided he is not also prevented from doing so by force majeure. In such cases, the participant shall not be entitled to compensation of the loss incurred hereby.

2. In case the event is cancelled as a result of one of the aforementioned cases, at the request of the organiser the participant shall be obliged to bear an appropriate share of the costs incurred for the preparation of the event. This share shall be limited to 50% of the agreed participation fee. The amount the participant has to pay is determined on the basis of the total amount of the costs incurred by the organiser divided by the number of participants taking into account the size of the exhibition space the respective participant has booked.

3. In case of termination of the event the organiser shall not be liable for any resulting loss or disadvantages incurred on the part of the participant insofar as the termination is not caused by gross negligence or intent on the part of the organiser.

XIV. House rules /Advertising

1. The organiser may issue house rules. Participants and their staff may only enter the site and halls an hour before the trade fair/exhibition commences.

Overnight stays on the premises are not permitted. Trucks and vans must have left the site by 10 pm on the day before the trade fair/exhibition commences. During the trade fair/exhibition truck traffic on the trade fair/exhibition premises is generally prohibited.

Driving into the halls with cars and trailers is expressly prohibited.

2. Advertising of any kind, in particular distribution of printed matter and addressing visitors is only permitted within the stand area.

The use of loudspeaker systems, music and slide presentations of any kind – also for advertising purposes - by the participant shall require the express approval of the organiser and is to be notified in due time.

XV. Place of performance/Place of jurisdiction/Applicable law

The place of performance shall be the registered office of the organiser. The exclusive place of jurisdiction, also applicable for document, bill of exchange and cheque proceedings, shall be Bielefeld insofar as the participant is a businessman, legal entity of public law or special fund under public law.

All legal relationships between the organiser and participant shall be subject to German law and the German version of the contract shall exclusively prevail.

XVI. Final provisions

1. The above terms and conditions of participation shall apply until they are replaced by current terms and conditions by the organiser. The participant shall accept the terms and conditions of participation as binding.

2. Unless otherwise contractually agreed upon, the contractual relationship with the organiser shall be solely subject to these terms and conditions. Any deviating and supplementary terms and conditions (T&C) of the participant shall not become part of this contract even if the organiser does not expressly object to this. This shall in particular apply to deviating terms of payment.

3. Should these provisions be or become partially invalid, this shall not affect the validity of the remaining provisions or the contract itself. In this case the parties shall undertake to replace the invalid provision with a valid provision which comes closest to the intended commercial purpose of the invalid one.

Any alterations to the contract must be made in writing. This shall also apply to the alteration or cancellation of the written form clause itself.