

General Terms and Conditions for the sale of services within the framework of MES Insights and related services

Version: June 2021

§ 1 Event / organizer

MES Insights (“**MES Insights**” or “**the event**”) is organized by Messe Berlin GmbH (“**Messe Berlin**”).

§ 2 Scope of application of the General Terms and Conditions

2.1 These General Terms and Conditions for the sale of services within the framework of MES Insights and related services (“**General Terms and Conditions**”) are applicable to all contracts and agreements concluded between Messe Berlin and the exhibitor in connection with the provision of services within the framework of MES Insights.

2.2 Deviating, conflicting or supplementary business, purchasing or order conditions of the exhibitor shall become an integral part of the contract only if and insofar as Messe Berlin has explicitly agreed to their validity in writing. They shall not apply even if Messe Berlin does not expressly object to them and/or provides its services without objection. This shall also apply in the event that the exhibitor has prescribed a special form for the objection.

2.3 In order to comply with the written form required for legal declarations in the following sections of these General Terms and Conditions, a fax or email will suffice, unless explicitly stated otherwise. This also applies to this written form requirement.

2.4 Messe Berlin and the exhibitor are hereinafter also referred to as “**contractual party/parties**” depending on the context.

§ 3 MES Insights

3.1 The event will take place from 9 to 11 November 2021 (“**Event period**”).

3.2 The event can be accessed at <https://www.virtualmarket.mobility-electronics.de/de> (“**event platform**”). On this event website, exhibitors, co-exhibitors and trade visitors of MES Insights (collectively referred to as the

“**participants**”) can select from a variety of offers.

3.3 Exhibitors and co-exhibitors of MES Insights participate in the digital event by booking an exhibitor package (see section 5.1 in connection with the service description attached).

3.4 Participants need to register for participation in the event and the use of related services via the event platform. Prior registration is the prerequisite for participation.

3.5 From 25 October 2021 until start of the event and from 12 November 2021 until 15 December 2021 content is provided via event platform, which is available for registered participants.

§ 4 Registration, admission, conclusion of contract

4.1 The exhibitor registration is made exclusively via the application form provided on the event website <https://www.mobility-electronics.de/en/> or the registration portal provided on the event website <https://www.mobility-electronics.de> and constitutes the irrevocable offer to conclude the participation contract. When registering for participation in the event, the exhibitor books an exhibitor package (see section 5.1 in connection with the service description attached) and confirms the inclusion of these General Terms and Conditions. The exhibitor will receive an electronic confirmation of receipt of his/her application, which does not constitute admission to the event or a declaration of acceptance for the conclusion of the contract as defined in section 4.2.

4.2 Conclusion of the participation contract shall come into effect only upon confirmation of the order by Messe Berlin, which shall simultaneously be understood as acceptance of the contractual offer and admission of the exhibitor.

- 4.3 Messe Berlin shall decide on admission at its own dutiful discretion, taking into account the purpose of the event and the available capacities. The exhibitor is aware that the examination of whether the admission requirements have been met may take two (2) to three (3) weeks and that the exhibitor is bound by his/her offer for this period. There is no legal claim to admission. The admission is not transferable.
- 4.4 The order confirmation/admission is subject to the condition that all outstanding and due claims of Messe Berlin against the exhibitor and/or co-exhibitor have been settled in full. If Messe Berlin has nevertheless issued an order confirmation/admission despite an outstanding and due claim, this claim must be settled immediately after receipt of the confirmation of admission. Otherwise, Messe Berlin shall be entitled to withdraw from the participation contract at any time until the outstanding and due claim has been completely settled, or to terminate the contractual relationship without notice and to exclude the exhibitor from participating in an event.
- 4.5 Messe Berlin shall also be entitled to withdraw from the participation contract or to terminate the contractual relationship without notice if admission has been granted on the basis of incorrect or incomplete information provided by the exhibitor and/or the co-exhibitor, or if the conditions for admission on the part of the exhibitor and/or the co-exhibitor subsequently cease to apply.

§ 5 Exhibitor packages and prices

- 5.1 Messe Berlin offers various exhibitor packages, whose scope is specified in the service description as attached to these General Terms and Conditions.

Exhibitor-Package	Participation Fee
Goldpartner	7.600,00 €
Silverpartner	3.400,00 €
Basicpartner	950,00 €
Innovationpartner (Start-Ups/ universities/ associations)	590,00 €

Additional (newsletter, logos etc.)	Services banner,	According to price catalog on event platform
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- 5.2 All aforementioned prices are net prices and do not include the statutory value added tax.
- 5.3 The exhibitor and any approved co-exhibitor shall receive the advertising representation rights exclusively within the scope and at the times specified in the respective exhibitor package for the provision of services. A transfer of the advertising representation rights to third parties is ruled out.

Messe Berlin provides a worldwide representatives' network that can be contacted via Messe Berlin's contact person of the respective exhibition accessible via <https://messe-berlin.de/en/extra-pages/contact/>. Each exhibitor with its seat outside of Germany is entitled to be consulted by its competent representative. This service contains provision of information about the events and entry requirements, especially regarding to visa issues.

§ 6 Obligations of the exhibitor / co-exhibitor

- 6.1 The exhibitors and co-exhibitors are obliged to provide the contributions and cooperation required for the provision of services by Messe Berlin (e.g. provision of logo, claim, URL for website, functionality of links, etc.) in good time and at their own expense. The submission deadlines communicated by Messe Berlin in advance and accepted by the exhibitor shall be decisive. If logos, contributions and other exhibitor contents (see also section **Fehler! Verweisquelle konnte nicht gefunden werden.**) are to be published with a graphic design, these must be submitted - also by the submission deadline - in accordance with the specifications for media data published by Messe Berlin. Exhibitors and co-exhibitors are responsible for the contents and presentation (e.g. graphic presentation or illustration) of the exhibitor content. If logos, contributions and/or other exhibitor content is submitted in other file formats, Messe Berlin shall not assume any guarantee for proper presentation.

6.2 If the exhibitor's and or co-exhibitor's contributions or obligations to cooperate are not made in time, Messe Berlin shall not be bound by its obligations to provide services. In this case, the agreed performance obligation of the exhibitor shall however remain in force. This also applies even if the exhibitor and/or the co-exhibitor does not provide any content for the purpose of participation in the event.

6.3 The exhibitor shall inform Messe Berlin immediately as soon as he/she becomes aware of any indications that his/her exhibitor contents (see section **Fehler! Verweisquelle konnte nicht gefunden werden.**) cannot be accessed or used in any other way.

6.4 The exhibitor shall be obliged to inform the co-exhibitor of the content of these General Terms and Conditions, in particular of the obligations of the co-exhibitor arising from them. The exhibitor shall ensure that the co-exhibitor is committed to the obligations and requirements of these General Terms and Conditions to the same extent as the exhibitor is committed to Messe Berlin.

§ 7 Remuneration and payment methods

7.1 The participation fee is due and invoiced upon conclusion of the participation contract pursuant to section 4.

7.2 Messe Berlin is free to invoice its services by post or by email or e-invoicing. The exhibitor agrees to the electronic transmission of invoices.

7.3 Payments shall be due without deduction within the period stated on the invoice after the invoice has been issued and shall be transferred to one of the accounts stated on the invoice, stating the customer number and invoice number.

7.4 Messe Berlin reserves the right to charge a processing fee of 20.00 EUROS per invoice copy for changes to invoices for which Messe Berlin is not responsible.

7.5 Offsetting against the claims of Messe Berlin, the exercise of a right to refuse performance or a right of retention shall be excluded if the exhibitor is a company or a person acting in a commercial capacity, unless the exhibitor's claim has been legally established or is undisputed.

7.6 The assignment of claims against Messe Berlin to third parties is ruled out.

§ 8 Usage rights, data processing

8.1 The exhibitor and the co-exhibitor hereby grant Messe Berlin the simple, non-exclusive, non-transferable, worldwide usage rights ("**Usage rights**"), limited to the agreed term of the contract in accordance with section 10.1, to use the data, logos, brands, images, advertising spots, product videos, advertisements, links and other contents provided by the exhibitor and co-exhibitor to Messe Berlin in connection with the services to be provided by Messe Berlin (collectively referred to as "**exhibitor contents**") into the event website or event platform and the other agreed media, to display, reproduce, disseminate and make them publicly accessible, as well as to technically process them to the extent necessary for the provision of services by Messe Berlin. The aforementioned granting of usage rights shall also apply in particular to existing and future copyrights and ancillary copyrights to the exhibitor contents, the right to one's own image, as well as rights to names, titles, trademarks and other signs ("**property rights**").

8.2 If and to the extent that a database, databases, a database system or database systems are created on Messe Berlin's server during the term of the respective participation contract, in particular by compiling data and/or exhibitor contents of the exhibitor or co-exhibitor through activities permitted under this participation contract, Messe Berlin shall be entitled to all rights thereto. Messe Berlin shall remain the owner of the databases or database systems even after the end of the contract. This shall not affect the exhibitor's and co-exhibitor's ownership of their data and exhibitor contents.

8.3 Messe Berlin reserves the right, without any obligation to check, to remove the provided exhibitor contents from entries, contributions or other publications or not to publish it, if it is credibly informed that

8.3.1 its contents violate laws, regulations or official orders; or

8.3.2 its contents infringe the presumed rights of third parties; or

8.3.3 its contents were objected to by the German Advertising Council in a complaint procedure; or

8.3.4 the presentation of the exhibitor con-

tents is unreasonable for Messe Berlin. “Unreasonable” within the meaning of this section 8.3.4 shall in particular include contents and representations which violate the principles of the protection of minors, which are in any form discriminatory or offensive or which refer to such content and representations, or which do not meet the quality standards usually expected for such content and/or representations in technical and/or qualitative terms, and for which it is therefore to be feared that Messe Berlin and/or the event will suffer not inconsiderable damage to its image.

- 8.4 Messe Berlin reserves the right to remove or not to publish entries, contributions or any other publication of the provided exhibitor contents, if it is credibly made aware of circumstances which make the publication of the exhibitor contents unreasonable for Messe Berlin due to the contents, origin or technical form.
- 8.5 Furthermore, Messe Berlin reserves the right to remove or not to publish exhibitor contents if the exhibitor and/or the co-exhibitor subsequently makes changes to the provided exhibitor contents itself, or if the exhibitor and/or the co-exhibitor subsequently changes the exhibitor content referred to by means of a published link within its sphere of influence, and if the requirements of sections 8.3 or 8.4 are thereby fulfilled.
- 8.6 Messe Berlin shall inform the exhibitor and co-exhibitor immediately of the measures taken in accordance with sections 8.3 to 8.5. The exhibitor shall have no claims for damages against Messe Berlin due to the resulting delays in the provision of services or the resulting failure of services by Messe Berlin, unless Messe Berlin acted with intent or gross negligence (also see the limitation of liability in accordance with section § 12).
- 8.7 The exhibitor and co-exhibitor each guarantee that they are the respective owners of the exhibitor contents they have transferred and that they can effectively grant the usage rights specified in section 8.7 to Messe Berlin. The exhibitor and the co-exhibitor also guarantee that the exhibitor contents made available is free of third-party rights which could conflict with the granting of rights under the contract. The exhibitor and co-exhibitor
- each guarantee that no copyrights, data protection rights and/or personal rights of third parties will be infringed by the use of the exhibitor contents within the framework of this participation contract, in particular that the persons depicted agree to the use of the exhibitor contents as specified in the contract. Exhibitor and co-exhibitor especially obtain possibly necessary data protection right consents containing consents for international data transfers and data processing via social media channels of US provider and inform affected persons according to applicable data protection laws.
- 8.8 If the booked exhibitor package according to section 5.1 of these General Terms and Conditions includes the distribution of exhibitor content via Messe Berlin’s social media channels (LinkedIn, twitter), this content’s distribution will be rendered on exhibitor’s and co-exhibitors own responsibility. Messe Berlin will not be liable for data protection compliance of the used social media channels or the processing of personal data by these social media channels. Messe Berlin is neither liable for the use of the published exhibitor content by third parties, e.g., archiving services documenting exhibitor content and processing for own purposes. For the aforementioned provision the general liability provisions according to section 12 of these General Terms and Conditions apply.
- 8.9 If third parties assert an infringement of their rights through the use of the exhibitor contents, the exhibitor and the co-exhibitor shall each indemnify Messe Berlin upon first request from all claims of third parties, in particular from claims for copyright and personal rights violations, infringement of patent, trademark, design and utility model rights, in the event of culpable action. This includes any costs incurred by Messe Berlin for legal defence. The exhibitor shall immediately notify Messe Berlin of any impairment of the rights covered by the contract. Any measures taken by the exhibitor or co-exhibitor must be agreed in advance with Messe Berlin. The exhibitor and co-exhibitor are also obliged to support Messe Berlin fully and unreservedly in the defence of their rights.
- 8.10 The granting of usage rights in accordance with sections 8.1 to 8.9 shall be compensated by the advertising effect

generated by the publication of the exhibitor's and co-exhibitor's contents and contributions.

- 8.11 The contract parties are each separate controller within the meaning of the European Data Protection Regulation (GDPR). Exhibitor and co-exhibitor guarantee to be entitled to lawfully process the exhibitor content within the meaning of section 8.1 of these General Terms and Conditions.

§ 9 Availability

- 9.1 In accordance with the following sections 9.1 to 9.6, Messe Berlin is obligated to provide the contractual services within the scope and time frame agreed upon and in the medium agreed upon for this purpose. The services by Messe Berlin, in particular the reproduction of exhibitor contents through digital media, shall be provided in accordance with the technical standards normally expected for the type of agreed service provision and with the care expected for this purpose. However, the exhibitor is aware that it is not possible to offer completely error-free services in the field of digital media in accordance with the latest technological innovations. In particular, an error in the presentation of the exhibitor contents does not exist if the error or fault is caused by the use of unsuitable presentation software and/or hardware (e.g. browser).

- 9.2 Messe Berlin does not guarantee the permanent and uninterrupted availability of the event platform and/or event website or the services offered in this context. Messe Berlin aims to achieve an average availability of the event platform and event website and thus of the services of 95% in relation to the event period. Availability within the meaning of this section 9.2 is calculated as follows, subject to the provisions of section 9.3:

$$\text{Availability} = \frac{\text{actual time}}{\text{desired time}} * 100\%$$

$$\begin{aligned} \text{Actual time} &= \text{total time} - \text{total downtime} \\ \text{Desired time} &= \text{total time} \end{aligned}$$

- 9.3 When calculating the total downtime according to the above section 9.2, the following times shall not be taken into account:

- a) Periods of unavailability due to Internet disruptions beyond the control of Messe Berlin or other circumstances beyond the control of Messe Berlin, in particular circumstances as a result of an epidemic or pandemic (such as Covid-19) or justified exceptional situations (see definition in section 11.2);
- b) Periods of unavailability due to planned maintenance work on the database system or the event platform or event website;
- c) Times due to mandatory unscheduled maintenance work required to eliminate malfunctions and errors; the exhibitor shall be informed of this, if possible, by means of a notification on the event platform or the event website.
- d) Times of non-availability due to the fact that the technical requirements to be provided by the exhibitor for access to the event platform or the event website are temporarily not met, for example in the event of hardware malfunctions of the exhibitor.

- 9.4 If the availability of the event platform and/or event website and thus of the services of Messe Berlin which are the subject of the contract, in particular the digital reproduction of the exhibitor contents, is temporarily not possible due to a disruption of the communication networks of other operators or due to a computer failure at third parties (e.g. other providers) or due to incomplete and/or non-updated offers on so-called proxies (intermediate storage), the claim of Messe Berlin to the provision of the exhibitor's services shall remain valid without restriction. In all other respects, the limitations of liability in accordance with section 12 shall be applicable.

- 9.5 In the event of insufficient reproduction quality of the exhibitor contents, for which Messe Berlin is responsible, the exhibitor shall be entitled to claim error-free replacement service, but only insofar as and only to the extent that the purpose of the image and text material has been impaired. If this form of supplementary performance fails or is inappropriate, the exhibitor shall be entitled to a corresponding reduction in its obligation to perform. In such a case, the exhibitor may not withdraw from the contract or assert

other claims (e.g. damages).

- 9.6 Complaints by the exhibitor for identifiable defects must be submitted to Messe Berlin in writing within seven (7) working days of the provision of services. If the notification is not sent within the aforementioned period, the warranty rights of the exhibitor shall expire. This shall not be applicable if Messe Berlin has fraudulently concealed the defect or has assumed a guarantee for the quality of the item or the success of the service.

§ 10 Tenure of the contract, termination

- 10.1 The participation contract ends at the end of 15 December 2021, unless the contractual parties have agreed on a different contract period.
- 10.2 Ordinary termination of the participation contract during the fixed contract period is ruled out.
- 10.3 The right of each party to terminate the participation contract without notice owing to an important reason remains unaffected. Messe Berlin shall have an important reason in particular if
- the exhibitor and/or the co-exhibitor has not made any payment due on the basis of this participation contract and a grace period set for the exhibitor has expired without success;
 - the exhibitor and/or the co-exhibitor breaches the provisions of these General Terms and Conditions and/or violates the usage conditions for participation in the event and does not discontinue this conduct even after a warning has been issued, provided that this warning is not dispensable;
 - the exhibitor violates an obligation arising from this participation contract to respect the rights, legal assets and interests of Messe Berlin and Messe Berlin cannot reasonably be expected to adhere to the participation contract;
 - the prerequisites for granting admission in the person of the registered exhibitor and/or the co-exhibitor no longer exist or Messe Berlin subsequently becomes aware of reasons, the timely knowledge of which would have justified non-admission;
 - the exhibitor and/or the co-exhibitor violates essential rights or legal interests of Messe Berlin's contractual

partners and Messe Berlin cannot reasonably be expected to adhere to this contract.

§ 11 Reservations (cancellation, postponement, shortening and termination of the event due to a justified exceptional situation as well as cancellation for economic reasons)

- 11.1 In the event of a justified exceptional situation (as defined in section 11.2), which makes it impossible or unreasonably difficult to hold the event within the planned spatial and/or temporal scope, Messe Berlin shall be entitled, at its discretion and taking into account the interests of the exhibitor in holding the event (and, in the event of a change to or deviation from the agreed service, also taking into account the reasonableness of such a change or deviation for the exhibitor), to choose whether to hold the event,
- to cancel the event ("**Cancellation**") or
 - to postpone the event to another period ("**Postponement**") or
 - to shorten the event period ("**Shortening**") or
 - to terminate the event ("**Termination**") if the event had already started when such a situation arises.
- 11.2 A "**justified exceptional situation**" within the meaning of section 11.1 is the existence of force majeure or another comparable event.
- "**Force majeure**" is an event with external influence, unforeseeable at the time of the conclusion of the participation contract, has no operational or personal connection or cannot be attributed to the sphere of one of the contractual parties and cannot be averted even by exercising the utmost care that can reasonably be expected. This includes, in particular but not exhaustively, the events listed below as examples: Natural disasters and their consequences, war, terrorist attacks, pandemics, endemics, the interruption or massive impairment of transport, supply or telecommunications connections. Cases of force majeure also include (but are not limited to) the enactment of legal regulations (e.g. laws or ordinances) or official or public law measures for which the contracting

parties are not responsible or urgent official warnings or recommendations relating to the fact that the event cannot or may not be carried out as planned.

- b) **“Other similar events”** in accordance with section 11.2, sentence 1 shall also be deemed to include unforeseeable lawful strikes and lawful lockouts as well as other interruptions or disruptions of operations for which the contractual parties are not responsible.
 - c) An event is considered to be **“unforeseeable”** within the meaning of the aforementioned section a) and b) if, at the time of conclusion of the participation contract, it could not be assumed, after reasonable assessment of actual indications and with regard to the time of the event, with sufficient probability, that a case of force majeure or another comparable event was imminent.
 - d) Furthermore, a justified exceptional situation as per section 11.2 shall also be deemed to exist if, at the time of the measure taken in accordance with section 11.1, it can be assumed with sufficient probability on the basis of a reasonable assessment of actually existing indications that a case of force majeure or another comparable event within the meaning of section 11.2 is imminent at the time of the event. This is also the case, for example, if a justified exceptional situation existed at an earlier point in time and has been remedied in the meantime, but a new justified exceptional situation is to be expected at the time of the event (e.g. a further wave of infection from the COVID19 pandemic).
- 11.3 The following is applicable in cases of **cancellation** of the event by Messe Berlin as per section 11.1 a):
- 11.3.1 Messe Berlin shall be obliged to inform the exhibitors immediately of the cancellation.
 - 11.3.2 Messe Berlin’s claim to the participation fee pursuant to section 5.1 shall lapse and the participation fee already paid shall be immediately refunded to the corresponding exhibitor. However, the exhibitor shall reimburse any ancillary services and additional services already provided by Messe Berlin.
 - 11.3.3 In the event of cancellation within four (4) months prior to the event, Messe Berlin shall also be entitled to reimbursement of 25% of the participation fee on the basis of the services already rendered by Messe Berlin for the preparation for the event (installation of technical infrastructure, marketing measures, exhibitor services). The exhibitor shall be entitled to prove that Messe Berlin has not incurred any expenses in the specific case or that the reasonable amount is significantly lower than the flat-rate amount for expenses; in the event of such proof, no amount or the lower amount shall be due.
 - 11.3.4 Claims for damages by the exhibitor due to the cancellation of the event shall be excluded because Messe Berlin is not at fault. If and insofar as Messe Berlin is at fault in an individual case, the regulations in section § 12 shall apply with regard to the liability of Messe Berlin.
- 11.4 The following is applicable in cases of **temporal postponement** as per section 11.1 b) and a **shortening** as per section 11.1 c):
- 11.4.1 Messe Berlin shall be obliged to provide the exhibitor with a statement regarding the postponement and/or shortening without delay.
 - 11.4.2 The participation contract shall be amended to the extent that it applies to the new period or duration of the event and the exhibitor does not object to the amendment of the contract within twenty eight (28) working days of receipt of the notification.
 - 11.4.3 If the exhibitor objects to the postponement and/or shortening, Messe Berlin’s claim to the participation fee pursuant to section 5.1 shall lapse and the participation fee already paid shall be immediately refunded to the corresponding exhibitor. Messe Berlin’s claim to remuneration for additional services already provided shall remain unaffected by this.
 - 11.4.4 If the exhibitor objects to the postponement and/or shortening within four (4) months prior to the start of the event, Messe Berlin shall be entitled, on the basis of the services already provided by the exhibitor for the prepara-

ration for the event (installation of the technical infrastructure, marketing measures, exhibitor services), to claim compensation from the exhibitor for expenses to be determined at its reasonable discretion, up to a maximum of 25% of the participation fee. The exhibitor shall be entitled to prove that Messe Berlin has not incurred any expenses in the specific case or that the reasonable amount is significantly lower than the flat-rate amount for expenses; in the event of such proof, no amount or the lower amount shall be due.

11.4.5 Claims for damages by the exhibitor shall be excluded because Messe Berlin is not at fault. If and insofar as Messe Berlin is at fault in an individual case, the regulations in section § 12 shall apply with regard to the liability of Messe Berlin.

11.5 The following is applicable in cases of **termination of the event** as per section d) d):

11.5.1 Messe Berlin's claim to payment of the full participation fee shall continue to exist, unless the termination of the event leads to a shortening of the event period by more than 40%. In this case, Messe Berlin's claim shall be reduced to 80% of the participation fee in accordance with section 5.1 and the difference between the participation fee and the amount already paid shall be immediately refunded to the corresponding exhibitor. Messe Berlin's claim to remuneration for additional services already provided shall remain unaffected by this.

11.5.2 Claims for damages by the exhibitor shall be excluded because Messe Berlin is not at fault. If and insofar as Messe Berlin is at fault in an individual case, the regulations in section § 12 shall apply with regard to the liability of Messe Berlin.

11.6 Notwithstanding the above provisions, Messe Berlin shall be entitled to cancel the event at its reasonable discretion and taking into account the justified interests of the exhibitors (which shall include, among other things, the preparatory measures already taken by the exhibitors for the event) and to terminate the corresponding participation contracts at

the latest twelve (12) weeks before the planned date of the event, if economic viability cannot be achieved or if the level of registrations indicates that the essential objective of the event (in particular the presentation of a representative range of products and services from one or more economic sectors) cannot be achieved and the purpose of the event is therefore missed. The deadline may be shortened if the nature of the event allows for cancellation at shorter notice. The following applies in this case:

11.6.1 Messe Berlin shall provide reasons for the cancellation of the event and the termination of participation contracts.

11.6.2 With the cancellation of the event and the termination of participation contracts, Messe Berlin's claim to payment of the participation fee pursuant to section 5.1 shall lapse. The participation fee that has already been paid shall be refunded to the corresponding exhibitors. Messe Berlin's claim to remuneration for additional services already provided shall remain unaffected by this.

11.6.3 Messe Berlin's claim to remuneration for additional services that have already been provided shall remain unaffected by this.

11.7 Claims for damages by the exhibitor shall be excluded because Messe Berlin is not at fault. If and insofar as Messe Berlin is at fault in an individual case, the regulations in section § 12 shall apply with regard to the liability of Messe Berlin.

§ 12 Liability

12.1 Messe Berlin does not guarantee that the agreed services will achieve the effect intended by the exhibitor or the co-exhibitor, unless Messe Berlin has made its execution more difficult or thwarted by culpable breach of essential contractual obligations or by grossly negligent behaviour. The exhibitor acknowledges that the services agreed in this participation contract may be restricted by public law regulations. Messe Berlin shall not be liable for damages in the event of restrictions arising from such regulations.

12.2 Messe Berlin shall be liable for damages caused intentionally or through gross

negligence by Messe Berlin, its legal representatives, executive staff or vicarious agents, irrespective of the legal grounds.

12.3 Messe Berlin shall be liable for damages in the case of simple negligence, subject to statutory limitations of liability (e.g. care in own affairs), only

12.3.1 for damages resulting from injury to life, body or health;

12.3.2 for damages resulting from the violation of an essential contractual obligation. **“Essential contractual obligations”** are those obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose observance the respective other contractual party may regularly rely. In the event of a breach of essential contractual obligations, Messe Berlin’s liability for damages in cases of simple negligence shall be limited to the amount of damages typically occurring and foreseeable at the time the contract was concluded.

12.4 Insofar as the liability of Messe Berlin is excluded or limited, this shall also apply to the employees, executives, vicarious agents and legal representatives of Messe Berlin.

12.5 The aforementioned exclusions and limitations of liability shall not apply in the event of injury to life, body or health of persons caused due to negligence, the explicit assurance of characteristics and in the event of liability under the Product Liability Act.

§ 13 Place of performance

Berlin shall be the place of performance for all obligations arising from the contractual relationship with Messe Berlin, unless otherwise specified.

§ 14 Applicable law

The relationship between the exhibitor and Messe Berlin is governed exclusively by German substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).