

REGISTRATION FOR PRESS LOUNGE

FOR E-WORLD ENERGY & WATER 2025

DATA FOR PRESS LOUNGE

EXHIBITOR DATA

COMPANY

MEDIA

STREET, NO.

ZIP, CITY

COUNTRY

PHONE

E-MAIL

WEB

VAT ID NUMBER

YOUR INTERNAL ORDER NUMBER (IF DESIRED)

CONTACT PERSON (INTERNAL)

NAME

POSITION

PHONE

E-MAIL

DATA PROTECTION NOTICE

Your personal data will be used for cooperation. Furthermore, we would like to keep you up-to-date with information on similar products and services by email. If you are not interested in this, please let us know. You have the right to object to the processing of your data for the abovementioned advertising purposes at any time. To do so, please contact the data protection officer using our postal address or at datenschutz@e-world-essen.com. For further information on how we process your personal data, please read the section on data protection in our terms and conditions.

INVOICE DATA (IN CASE OF DIVERGENCE)

COMPANY

STREET, NO.

ZIP, CITY

COUNTRY

CONTACT PERSON (TO BE SHOWN ON INVOICE)

PHONE

E-MAIL

VAT ID NUMBER

YOUR INTERNAL ORDER NUMBER (IF DESIRED)

TYPE OF EXHIBITION

We would like to be represented at the trade press lounge as follows

Analog

Digital

METHOD OF PAYMENT:

According to the conditions we order

Bank transfer

Subject to the **contra-deal agreement**

Please send us further **INFORMATION** on the following topics:

Congress/Expert Forums

Career Forum

Sponsoring

Storage Areas

IMPORTANT NOTES

Herewith, the **terms and conditions of participation** and the **special guidelines** relating to the Booth Design are accepted and legally binding. The values of the provided fields are binding, deletions or additions are invalid.

All prices are **before value added tax**, money transfers to: E-world energy & water GmbH, Sparkasse Essen, IBAN: DE11 3605 0105 0000 2692 58, BIC: SPESDE33XXX



Please sign and send via e-mail to nebel@conenergy.com or via fax to **+49 201 1022-333**.

SIGNATURE

NAME OF AUTHORISED SIGNATORY

CITY, DATE

YOUR SIGNATURE, COMPANY STAMP

TERMS AND CONDITIONS OF PARTICIPATION

FOR E-WORLD ENERGY & WATER 2025



1. GENERAL

- 1.1 These Conditions of Participation for the exhibitor's participation in E-world energy & water 2025 (also referred to as the event) shall be recognised by the exhibitor in all points in a legally binding manner upon registration for the event.
- 1.2 The Terms and Conditions of Participation form the legal basis for the exhibitor's participation in the event and for the provision of exhibition space by E-world energy & water GmbH (also referred to as the organizer) to the exhibitor. The validity of conditions of participation or other general terms and conditions of the exhibitor is excluded. Deviations from these Conditions of Participation shall only be effective if E-world energy & water GmbH and the exhibitor (jointly also referred to as the parties and individually as the party) agree to them in writing with their own handwritten signatures.

2. ORGANIZER AND ECONOMIC SPONSOR

The organizer and economic sponsors of the event are:
Messe Essen GmbH represented by the Managing Director Oliver P. Kuhrt
Messeplatz 1, 45131 Essen
Register court: AG Essen, HRB 2
Phone: +49 (0)201 7244-0
E-mail: info@messe-essen.de

con|energy agentur gmbh represented by the Managing Director
Stefanie Hamm
Norbertstraße 3-5
45131 Essen
Phone: +49 (0)201 1022-210
E-mail: e-world@conenergy.com

3. REGISTRATION DEADLINE, REGISTRATION DOCUMENTS

- 3.1 Registration deadline for the event is 30.11.2024.
- 3.2 Registration must be made exclusively on the attached form, recognising these conditions of participation.

The completed and legally binding signed registration forms must be sent digitally to the following e-mail address: mail@e-world-essen.com
- 3.3 Conditions and reservations listed in registrations will not be considered. Special requests for places do not constitute a condition for participation. Registration is binding; Section 9 of these Conditions of Participation shall apply in addition.
- 3.4 Registration shall only be deemed to have been completed upon receipt by E-world energy & water GmbH. For the purpose of automatic processing of the registration, the details shall be stored and passed on to third parties in the course of contract fulfilment.
- 3.5 Registrations received after the registration deadline will only be considered if sufficient exhibition space is available.

4. CONTACT PERSON

Exhibitor support:
Darius Pyrsch
Phone: +49 (0)201 1022-210
E-mail: pyrsch@conenergy.com

Exhibitor service:
Phone: +49 (0)201 7244-0
E-mail: service@messe-essen.de

5. VENUE, DURATION AND OPENING HOURS

- a. **Venue of the event**
The venue is Essen, Messe Essen
- b. **Duration and opening hours**
Construction period:
06.02.2025 to 10.02.2025

Duration:
11.02.2025 to 13.02.2025

Opening hours:
Daily from 09:00 to 18:00
Thursday from 09:00 to 17:00

Dismantling period:
14.02.2025 to 15.02.2025

Dismantling must be completed by 18.00 on the last day of dismantling.

6. PARTICIPATION FEES AND ADVANCE PAYMENT OF ANCILLARY COSTS, PROHIBITION OF SET-OFF, PROHIBITION OF ASSIGNMENT

- 6.1 The following net participation prices for the basic package apply to the event. The prices are per square metre of floor space:

Hall stand up to 12 sqm € 5,875, each additional sqm € 345
Hall stand up to 25 sqm € 10,370, each additional sqm € 330
Hall stand up to 50 sqm € 18,565, each additional sqm € 310
Hall stand up to 100 sqm € 33,950, each additional sqm € 280
Hall stand up to 200 sqm € 61,350, each additional sqm € 245

For special exhibition areas, the net prices indicated on the relevant application forms apply.

In the case of two-storey construction, 50% of the participation fee for the floor area will be charged for the accessible area. A two-storey construction can only be approved in agreement with the Exhibition Management and the Building Regulations Office of the City of Essen. It is not possible in all halls due to different hall heights.

The minimum stand size in the basic package is 12 square metres. Each square metre or part thereof will be charged in full. Projections, pillars, installation connections and columns will be deducted at the rate of one square metre. The participation fee does not include stand partition walls or stand construction.

- 6.2 The costs for the installation of water, electrical, compressed air and telecommunications connections for the individual stands as well as the costs of consumption and all other services shall be charged to the Exhibitor. The charges for these and other services can be found on the event website www.eworld-essen.com

The aforementioned services are subject to the general service-specific terms and conditions of business and delivery, which form part of this agreement.

The exhibitor passes are intended exclusively for the named exhibitors, their stand personnel and authorised representatives and may not be passed on to third parties. In the event of misuse, the pass will be confiscated without replacement. The confiscation shall not affect the assertion of further claims by E-world energy & water GmbH.

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Free exhibitor passes, free tickets or vouchers are non-saleable tickets that may not be resold or auctioned (e.g. Ebay). In the event of non-compliance, E-world energy & water GmbH may confiscate the tickets in question, withdraw from the contract and/or demand compensation.

An additional fee of € 0.60 per square metre will be charged for the Association of the German Trade Fair Industry (AUMA).

The participation fees for non-profit organizations, in particular registered associations, are available on request.

- 6.3 The participation fee and all other fees are calculated in euros and are net prices, in addition to which VAT is charged and payable at the statutory rate applicable at the time of the event.

If the exhibitor has not made any payments due at the beginning of the first set-up day, E-world energy & water GmbH shall be entitled, at its own discretion, to refuse the exhibitor/stand constructor access to the exhibition grounds, to block the stand or to take milder sanctions such as blocking the supply of electricity or water.

- 6.4 The exhibitor may not offset counterclaims against payment claims of E-world energy & water GmbH unless the counterclaims have been legally established or recognized by the company at the time of receipt of the declaration of set-off. The same applies to rights of retention.

- 6.5 The exhibitor shall not be authorized to assign claims against E-world energy & water GmbH to third parties.

7. SCOPE OF SERVICES

- 7.1 Upon conclusion of the exhibition contract, the Exhibitor shall order a basic package of services at the participation prices stated in Section 6, which can be extended by means of separate orders subject to a charge via the range of services offered by E-world energy & water GmbH.

- 7.2 The scope of services of the basic package consists of the following components:

1) Stand space

2) Stand area in the size confirmed with the authorisation

3) Stand personnel tickets:

The exhibitor is entitled to the following free budget as part of the basic package:

Up to 20 square metres of stand space € 112.00

28.00 € for each additional 10 square metres or part thereof

The inclusion of co-exhibitors does not increase the number of passes.

4) Co-operative visitor advertising

E-world energy & water GmbH shall provide event-specific advertising material (list of exhibitors, invitations, posters) as part of the basic package.

5) Marketing activities

E-world energy & water GmbH shall advertise the event locally by means of posters and fixed advertising spaces and internationally via its homepage.

6) Passing on the association fee

Payment of the AUMA fee by E-world energy & water GmbH

7) Internet presence

The exhibitor will be published online at www.community.e-world-essen.com with company address and stand data.

8. TERMS OF PAYMENT

- 8.1 The participation invoice shall be sent to the exhibitor after admission. Complaints must be made in writing immediately, but no later than 14 days after receipt of the invoice. Later objections shall no longer be recognised. 50% of all participation invoices issued by E-world energy & water GmbH shall be due for payment without deduction immediately upon invoicing. The remaining 50% shall be payable by 11 January 2025 at the latest. Invoices for other services or deliveries that are ordered separately shall be due on the invoice date, i.e. as a rule before the start of the event, but at the latest from the date of performance and delivery. If invoices are sent to a third party on the instructions of the exhibitor, the exhibitor shall nevertheless remain the debtor. Please send payments, stating the invoice number and reference to the event, to

E-world energy & water GmbH
Messeplatz 1
45131 Essen
Deutschland

to the following bank account:

Sparkasse Essen, IBAN DE11 3605 0105 0000 2692 58 BIC SPESDE3EXXX

All invoices shall bear interest at 9% above the respective base rate 30 days after the due date and invoice issued in the event of non-payment; in addition, a reminder and processing fee of € 5.00 shall be due. If the exhibitor fails to comply with the payment deadlines (also due to the space not having been paid for in full), E-world energy & water GmbH may declare the cancellation of the entire approved space and dispose of it otherwise.

Item 19 of these Conditions of Participation shall apply with regard to the reimbursement of costs. For all unfulfilled obligations, E-world energy & water GmbH may retain the exhibitor's stand equipment and exhibition goods on the basis of the right of lien. § Section 562a sentence 2 BGB shall not apply unless sufficient security already exists. If payment is not made within the period set, E-world energy & water GmbH shall be entitled to sell the retained items on the open market after giving written notice. E-world energy & water GmbH shall only be liable for damage to and/or loss of the pledged goods in the event of wilful intent or gross negligence.

- 8.2 For exhibitors from non-EU countries, the participation prices pursuant to item 6. of these conditions of Participation shall be net, plus any statutory value-added tax, other excise duties and/or service taxes applicable in Germany. In the event that such taxes are triggered by the services of E-world energy & water GmbH, these shall be payable in addition to the agreed fee. The exhibitor shall not be entitled to reduce payments to E-world energy & water GmbH by current or future taxes (including possible withholding taxes), duties and/or fees. If and to the extent that the exhibitor is legally obliged to withhold and pay taxes, duties and/or fees on behalf of E-world energy & water GmbH, such withholding shall be borne by the exhibitor. The exhibitor shall ensure the contractually agreed payment of the participation fees on the due date and shall pay the required levies to the requesting authority on its own account in the name of E-world energy & water GmbH within the legally prescribed period. The exhibitor shall forward the certificate of payment issued by the authority to E-world energy & water GmbH within one week of receipt of the certificate.

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8.3 For exhibitors from EU countries or third countries, VAT shall be charged in accordance with the recipient location principle (reverse charge). Exceptions to this are admission fees, catering services and energy consumption, which are charged at the current VAT rate applicable in Germany, i.e. currently 19% VAT.

9. CONCLUSION OF CONTRACT

9.1 Registration for participation as an exhibitor at the event shall be subject to the exhibitor using the registration form provided by E-world energy & water GmbH for the event and recognising these Conditions of Participation, the valid price lists and other guidelines of E-world energy & water GmbH. Any conditions or reservations of the exhibitor listed in the registration form shall not be taken into account.

9.2 The registration form must be completed in full by the exhibitor and signed by hand with a legally binding signature. Electronic registrations are only binding if they bear the name of the person making the declaration and a qualified electronic signature. The registration shall be binding irrespective of confirmation or authorisation by E-world energy & water GmbH. The exhibition contract between the exhibitor and E-world energy & water GmbH shall come into effect upon admission, which shall be granted by E-world energy & water GmbH after receipt of the application. If the content of the admission deviates from the content of the application, the contract shall be concluded in accordance with the admission, unless the exhibitor objects in writing within two weeks. However, deviating hall allocations and non-consideration of special requests or other special features shall not constitute a right of objection.

9.3 E-world energy & water GmbH shall be entitled to revoke the admission granted if it was granted on the basis of incorrect prerequisites or information or if the prerequisites for admission subsequently cease to apply.

9.4 The registration deadline is 30.11.2024. Registrations received after this date will be placed on the waiting list in the event of overbooking.

10. ADMISSION REQUIREMENTS

10.1 The event is primarily open to manufacturers, dealers or commercial enterprises. In principle only exhibitors whose products and services correspond to the range on offer at the event and who fulfil the requirements set out in sentence 1 shall be admitted. E-world energy & water GmbH shall also decide on the admission of an exhibitor on the basis of the inclusion of its exhibition programme in the event's list of goods. Products that do not correspond to the event's list of goods may not be exhibited unless they are absolutely necessary for the presentation or functioning of the exhibitor's own exhibits. There is no legal entitlement to admission unless such entitlement arises from the law.

10.2 Exhibitors who have not fulfilled their financial obligations towards E-world energy & water GmbH or who have violated the Conditions of Participation, Technical Guidelines, General Service-Specific Terms and Conditions of Business and Delivery, the House Rules or statutory provisions may be excluded from participation.

10.3 If the admission deviates from the information provided by the Exhibitor in the registration form, the exhibition contract shall be deemed to have been concluded in accordance with the admission, unless the Exhibitor objects in writing within two weeks of receipt of the admission.

11. POSITIONING OF THE EXHIBITOR AT THE EVENT

11.1 Placement (allocation of stand space) shall be at the discretion of E-world energy & water GmbH on the basis of the affiliation of the registered exhibits to an exhibition theme or exhibition focus. The registration of requests for stand space does not constitute any entitlement to the allocation of such stand space and does not constitute any obligation for the exhibition contract or the exhibitor's participation in the event. No exclusion of competition is conceded.

11.2 E-world energy & water GmbH reserves the right to reallocate the exhibitor at a later date and to assign a different stand area to the exhibitor in deviation from a stand area already allocated, and also to change the size of the stand area. E-world energy & water GmbH shall be entitled to relocate or close entrances and exits to the exhibition centre or to the halls or to make other structural alterations if there is a justified reason for doing so.

11.3 If the stand area allocated to the exhibitor is not available for reasons for which E-world energy & water GmbH is not responsible, the exhibitor shall be entitled to an equivalent replacement area or a refund of the participation fee. There shall be no claim to compensation for damages.

12. TRAFFIC SAFETY OBLIGATION, STAND DESIGN, STAND OPERATION, EARLY DISMANTLING, SALES REGULATIONS, PRODUCT PIRACY AND FOOD INFORMATION ORDINANCE

a. Duty to ensure public safety, stand safety

12.1 The exhibitor shall assume the duty to ensure public safety on the stand space provided by E-world energy & water GmbH. Exhibition stands including equipment and exhibits and advertising media shall be constructed in such a way as not to endanger public safety and order, in particular life and health. The stability must be guaranteed for every construction condition and thus in particular for construction, modification and dismantling. The exhibitor is responsible for static safety and, where appropriate, is required to provide proof. The technical guidelines of Messe Essen apply.

12.2 Messe Essen reserves the right to inspect stands, exhibits, advertising media and the like at the expense of the exhibitor for their stand and traffic safety or to have them checked by experts if there are reasonable doubts that stand or traffic safety is guaranteed, even if a permit has been granted in advance.

b. Stand design

12.3 Stand construction and stand design are the responsibility of the exhibitor. For the stand construction, the general regulations and the technical guidelines of Messe Essen apply. E-world energy & water GmbH reserves the right to issue necessary instructions (e.g. erection of walls, laying of floor coverings).

12.4 If the exhibitor does not have its own stand construction system, stand boundary walls (back and side walls) and a floor covering are mandatory. It should be noted that each exhibitor must order the back and side walls required for his stand. If the wall elements are not ordered and the stand surface is surrounded by stand elements of the stand neighbour, the wall elements will be invoiced according to the conditions mentioned. The standard height is 2.50 m.

Further requirements regarding the stand design remain reserved.

12.5 Boundary walls, floor, hall walls, columns, installation and fire protection equipment as well as other fixed hall installations must not be glued, nailed, painted or otherwise damaged. Damages shall

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be borne by the exhibitor and shall be invoiced to him. Columns and installation or fire protection equipment that may be located in the stand area are part of the allocated stand area and must be accessible at all times. Details on floor coverings and their attachment options can be found in the Technical Guidelines.

12.6 The design and construction of the exhibition stand shall be carried out in such a way that in particular no neighbouring exhibitor is hindered by exhibits, advertising spaces or display objects. Each stand must be constructed, designed and operated in such a way that visitors can see the stand from the corridor without having to enter the stand itself. This can be achieved by open entry or passageways or by integrated transparent glass or Plexiglas front parts.

12.7 The drawing must clearly show the intended stand layout including the labelling. Where ceilings of all types are installed, additional ceiling drawings and sections and an explanation of the construction must be provided. Claims for damages, e.g. due to loss of or damage to the submitted designs, models or documents are excluded, regardless of the legal basis on which they are based.

c. Stand operation

12.8 During the opening hours of the event, the stand must be staffed and kept accessible to visitors. Outside the daily opening hours of the trade fair, visitors may not enter outside the exhibition without the permission of the owner of the stand. When operating the stand, the legal provisions and administrative guidelines must be observed: Presentations may only take place on the stand surface and must be arranged in such a way as to avoid visual and acoustic nuisance of adjacent stands or obstructions on the stands or aisles. In the event of infringements, E-world energy & water GmbH is entitled at its own discretion to prohibit harassing or obstructing presentations and to terminate the contract without notice in the event of a further infringement. In this case, the exhibitor indemnifies E-world energy & water GmbH from claims for damages that are asserted by other exhibitors due to malfunctions.

d. Contractual penalty in case of premature dismantling

12.9 The dismantling of the stand may not begin until 17:00 on the last day of the fair after the exhibition closes. If this or the obligation to occupy the stand with sufficient staff during the opening hours of the event is violated, E-world energy & water GmbH is entitled to impose a contractual penalty from the exhibitor.

E-world energy & water GmbH is entitled to demand a contractual penalty from the (main) exhibitor for the following activities:

- Non-staffing (leaving the stand prematurely) or insufficient staffing during the opening hours of the event, even in the case of rental stands and regardless of the fact that brochures and decoration materials may be left behind.
- premature entry of means of transport into the halls with hand trolleys, push trolleys or other
- (rollable) equipment, the introduction of packaging material such as boxes, cartons, pallets, etc.
- Premature dismantling of the stand: This includes the dismantling of the stand, but also the
- removal of stand equipment / decoration, exhibition goods, advertising materials and brochures as well as their transport from the hall.

E-world energy & water GmbH is entitled to impose the following contractual penalty from the (main) exhibitor:

- From the first to the penultimate day of the fair: 25% of the net invoice amount of the participation prices invoiced, but at least € 2,000.00 net;

- On the last day of the fair until 12 noon: 20% of the net invoice amount of the participation prices invoiced, but at least € 1,500.00 net;
- On the last day of the fair until 3 p.m.: 15% of the net invoice amount of the participation prices invoiced, but at least € 1,000.00 net;
- On the last day of the fair until 5 p.m.: 10% of the net invoice amount of the participation prices invoiced, but at least € 500.00 net

Further claims of E-world energy & water GmbH remain unaffected by the contractual penalty claims.

e. Sales arrangements

12.10 Sales and consulting may only take place on the approved stand area. Each exhibitor may sell only the goods and services listed in the authorisation. In particular, the statutory provisions (in particular the right to price labelling according to the Price Indication Regulation) must be observed.

12.11 Only goods conforming to the catalogue of categories of goods may be exhibited, as long as they are not articles which serve only as furnishings or illustrations. Products and services not listed in the authorisation may not be exhibited or offered. The special legal requirements in the Federal Republic of Germany must be observed for the distribution and exhibition of certain products (pharmaceuticals, highly flammable substances, items subject to authorisation). It is the responsibility of the exhibitor to procure and obtain commercial or health-policy permits. Exhibition goods may only be delivered or removed from the stand after the end of the event.

For the rest, reference is made to paragraph 10 of these Conditions of Participation.

f. Product piracy

12.12 The exhibition of objects other than those declared is not permitted. E-world energy & water GmbH is entitled to remove exhibits that do not correspond to the product group list from the stand. Furthermore, E-world energy & water GmbH is entitled to have exhibited objects removed from the stand if their display contradicts the exhibition program or demonstrably contradicts the principles of competition law or intellectual property rights of third parties.

12.13 The protection of inventions, designs and trademarks at trade fairs is governed by the legal provisions in force in Germany. There is no special trade fair protection. On the other hand, there is no exemption from German regulations and the intellectual property rights of third parties. Patent applications should be filed with the competent patent office prior to the start of the trade fair.

12.14 Protection for six months from the beginning of the event on the basis of the Act concerning the Protection of Designs at Exhibitions of 18 March 1904 and the Trademark Law Reform Act of 25 October 1994 only takes effect if the Federal Minister of Justice has published a corresponding notice in the Federal Law Gazette for a particular exhibition (exhibition protection).

12.15 In the event of proven infringements of intellectual property rights (judicial decision) by an exhibitor, E-world energy & water GmbH is also entitled, but not obliged, to exclude them from the current event and/or future events.

12.16 The exhibitor declares in a binding and irrevocable manner that the products exhibited by him have been created by him or that these are permissible copies or imitations of other suppliers or other third parties.

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g. Food Information Regulation

12.17 The exhibitor is reminded of his obligations under the Food Information Regulation (Regulation (EU) No. 1169/2011, LMIV) in relation to food.

13. CO-EXHIBITOR, OTHER PARTICIPATING COMPANIES

13.1 Without the permission of E-world energy & water GmbH, it is not permitted to hand over or exchange a stand space or parts thereof to third parties for remuneration or without remuneration; companies not mentioned in the approval may not be advertised on the stand.

13.2 The use of the stand space by several companies is only permissible if all companies represented there, in addition to the exhibitor with whom the exhibition contract is concluded (main exhibitor), have additionally notified E-world energy & water GmbH in writing as co-exhibitors and have been approved by E-world energy & water GmbH. Co-exhibitors are companies that are represented alongside the main exhibitor with their own staff and exhibits on the stand space given to the main exhibitor. They are also considered co-exhibitors if they have close economic or organisational ties to the main exhibitor. The admission of co-exhibitors is also subject to the criteria of these conditions of participation.

13.3 The participation of co-exhibitors is charged with € 750.00 per co-exhibitor. The costs associated with participation are calculated by the main exhibitor. For the rest, these conditions of participation also apply to the co-exhibitors, insofar as they can be applied. The exhibitor must inform these companies of the conditions of participation and the provisions supplementing them and have the obligations of the companies towards E-world energy & water GmbH recognised. E-world energy & water GmbH reserves the right to contact co-exhibitors directly or via commissioned third parties.

13.4 If the exhibitor fails to register a co-exhibitor or provides incomplete or incorrect information in his/her registration, E-world energy & water GmbH is entitled to calculate the participation costs retrospectively according to its own findings as if a proper registration had taken place. In addition, E-world energy & water GmbH reserves the right to terminate the contract with the main exhibitor without notice and to have the stand cleared at the expense of the main exhibitor. In this respect, the exhibitor waives the right to the prohibited power of attorney; he is not entitled to any claims for damages.

13.5 If several companies wish to use a stand jointly (joint main exhibitors), they are obliged to supply the stand with their own samples and staff it with their own staff. Joint main exhibitors are jointly and severally liable for the costs of participation and the services used.

13.6 If a third party is involved in setting up the exhibition stand or otherwise for the purpose of organizing the exhibitor's participation in the exhibition, the exhibitor may authorize the exhibitor in writing, stating the representative address, to order legally binding services or to make other declarations in connection with the exhibitor's participation in the exhibition for the exhibitor and any co-exhibitors. All other event documents (confirmation of the stand, technical guidelines, etc.) will be sent to the company designated as authorized representative for use by the exhibitor.

14. TERMS OF PAYMENT, PREPAYMENT OF ANCILLARY COSTS

a. Conditions of payment

14.1 All amounts are inclusive of statutory VAT.

14.2 Participation costs resulting from the price list in clause 6 of these Conditions of Participation are payable immediately.

14.3 These participation costs will be invoiced separately in accordance with Clause 8 of these conditions of Participation. The prior and full payment of the costs on the aforementioned payment dates is a prerequisite for the use of the allocated exhibition space and for the media registration.

14.4 Should there be a need for an invoice transfer not owed by E-world energy & water GmbH, E-world energy & water GmbH will charge a service fee of € 20.00 (in words: twenty euros).

14.5 In the event of default, default interest in the amount of 9 % above the base interest rate according to §§ 288 II, 247 BGB shall be charged from the due date. In addition, E-world energy & water GmbH reserves the right to charge a reminder and handling fee of € 5.00 (in words: five euros) for each reminder. In the event of non-compliance with the payment deadlines, E-world energy & water GmbH is entitled to withdraw from the contract or otherwise dispose of the stand space.

15. RESERVATIONS, FORCE MAJEURE, CANCELLATION AND POSTPONEMENT

15.1 If the organization of the event becomes wholly or partly impossible due to an unforeseen event for which E-world energy & water GmbH is not responsible or cannot be carried out in the manner foreseen, in particular due to terrorist attacks, epidemics, pandemics, animal diseases, natural disasters, official eviction or closure, water damage, disruption of the supply of gas, water, electricity or any other force majeure, E-world energy & water GmbH shall be entitled to shorten the duration of the event, to temporarily close it or to cancel it altogether. In case of cancellation of an event due to force majeure, the exhibitor remains obliged to pay 50% of the agreed fees to E-world energy & water GmbH in case of cancellation from one month before the first day of the event and 25% of the agreed fees for the event to E-world energy & water GmbH in case of cancellation from four months up to the end of the day one month before the start of the event. E-world energy & water GmbH shall reimburse the exhibitor for overpayments already made in the event of force majeure.

15.2 E-world energy & water GmbH is entitled to refrain from organizing the event at its reasonable discretion and taking into account the legitimate interests of the exhibitors if its economic viability does not appear to be assured. Cancellation or postponement takes place up to three months before the first day of the event. With the cancellation the reciprocal performance obligations of the contractual partners cease; no claims for reimbursement of expenses already incurred or compensation for damages can be derived from the cancellation. However, E-world energy & water GmbH will reimburse any payments already made to it by the exhibitor for services not yet provided at the time of cancellation, insofar as it is responsible for the failure. In the event of a complete or partial relocation or a reduction, the contract shall be deemed to have been concluded for the changed period of time, unless the exhibitor objects in writing within a period of two weeks after notification of the change. There is no reduction in the agreed prices. The fulfillment of all services takes place within the scope of the existing capacities.

15.3 If E-world energy & water GmbH is obliged to shorten or temporarily close an event that has started due to force majeure or for other reasons beyond the control of E-world energy & water GmbH, the exhibitor is not entitled to a full or partial refund or reduction of the fees payable by the exhibitor to E-world energy & water GmbH for the event.

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15.4 The assertion of further claims by the exhibitor against E-world energy & water GmbH is excluded in cases of force majeure.

16. DISCLAIMER

16.1 E-world energy & water GmbH does not assume any duty of custody for the exhibited goods and the stand equipment, but offers, as part of the services offered by the event, the conclusion of a framework exhibition insurance contract against insurable hazards such as fire, theft, qualified theft, breakage or leakage as well as water damage and damage caused by transport to and from the event, with which the exhibitor can insure himself against any damage occurring in the course of the event. Damages must be reported in writing to the police and the insurance broker; in the event of theft or fire, the police and the exhibition management must be informed within 24 hours. Compensation for damages is excluded if a late notification of damage caused by the exhibitor results in the insurance of E-world energy & water GmbH refusing to take over the damage.

16.2 In addition, E-world energy & water GmbH shall be liable in accordance with the statutory provisions if the exhibitor makes claims for damages based on intent or gross negligence including the intent or gross negligence of its representatives or vicarious agents. Insofar as E-world energy & water GmbH is not charged with intentional breach of contract and in the event of culpable breach of essential contractual obligations by E-world energy & water GmbH, the liability for damages is limited to the foreseeable damage. Liability for culpable injury to life, body or health remains unaffected.

16.3 Unless otherwise stipulated above, the liability of E-world energy & water GmbH is excluded. This applies regardless of the legal nature of the asserted claim and in particular also to claims for damages arising from culpability at the conclusion of the contract, due to other breach of duty or due to tort claims for compensation for material or other financial damage pursuant to § 823 I and II BGB. A right to reduction exists only if a rectification of defects has failed or Messe Essen has not attempted to rectify the defects despite a reasonable extension of time. The aforementioned liability regulations apply accordingly to all services rendered by Messe Essen in connection with the exhibitor's participation in the event.

16.4 E-world energy & water GmbH has taken out liability insurance with reasonable amounts of cover for statutory liability. The general insurance conditions for civil liability insurance (AHB) apply. The insurance covers only damage to third parties. Furthermore, the insurance cover does not extend to trade fair restaurants and special events which are not organized by E-world energy & water GmbH.

16.5 The exhibitor must provide adequate insurance cover due to his own liability. The exhibitor shall be liable for damages of third parties that arise when acting on behalf of the exhibitor, as well as for his own fault.

16.6 Messe Essen assumes no liability for possible impairments in the course of the exhibition modernization.

17. LIST OF EXHIBITORS

E-world energy & water GmbH publishes a list of exhibitors for the event. Exhibitors will be informed in detail in good time by E-world energy & water GmbH or an authorized third party about the registration and insertion options. E-world energy & water GmbH publishes the exhibitors online. Claims for damages for incorrect, incomplete or incomplete entries are excluded. The client is responsible for the content of the entries and any resulting damages.

18. ADVERTISING

18.1 Exhibits, printed matter or advertising material of any kind may only be displayed within the stand space provided by E-world energy & water GmbH on the basis of the exhibition contract for the exhibitor's own company, but not distributed in the hallways or in the other exhibition grounds. With regard to outdoor advertising and sponsorship measures of all kinds, please refer to the services offered by E-world energy & water GmbH. The carrying or driving of advertising media on the event site, as well as the distribution of printed matter and samples outside the stand, is expressly prohibited, as is the contacting and questioning of visitors outside the stand.

18.2 Only fair-related advertising measures of the exhibitors are permitted which do not violate applicable law, in particular the Law against Unfair Competition or good morals. Political advertising or political statements are not permitted, unless the political statement is part of the event.

18.3 In the case of advertising or statements that disturb public order or the peace of the event, E-world energy & water GmbH is entitled but not obliged to demand the cessation and/or removal of the disturbance. If the request is not complied with, E-world energy & water GmbH is entitled to an extraordinary right of termination for an important reason. E-world energy & water GmbH also has the right to secure the disturbing material for the duration of the event. The exhibitor shall bear the costs of removing any unauthorised use or installation of advertising material.

18.4 The same applies to advertising materials that could give rise to complaints as well as to unauthorized advertising.

18.5 Exhibitors can find details on the approval of visual, moving or acoustic advertising materials and product presentations (e.g. by loudspeaker, film or video presentation) in the Technical Directive Section 4.7.7.

18.6 Licences for musical reproductions of all kinds subject to a fee must be obtained from the exhibitor at GEMA. All tariff overviews can be found at www.gema.de/messen.

18.7 The provisions of copyright law must be observed.

19. EARLY TERMINATION OF THE CONTRACT

19.1 The exhibitor is not entitled to withdraw or terminate the exhibition contract. If the exhibitor nevertheless does not take part in the event, the exhibitor must pay the entire contractually agreed fees to E-world energy & water GmbH. The assertion of further claims by E-world energy & water GmbH against the exhibitor remains unaffected. Likewise, the exhibitor remains obliged to pay the participation price in full if the exhibitor declares a withdrawal or termination within the acceptance period after binding registration.

19.2 If the exhibitor does not participate in the event despite the existing exhibition contract, the exhibitor will also be charged for the trade visitor tickets requested and redeemed by him and any co-exhibitors at the pre-sale price valid for the event.

19.3 E-world energy & water GmbH is entitled to withdraw from the exhibition contract and other contractual relationships with the exhibitor concerning the event if the exhibitor fails to fulfil obligations towards E-world energy & water GmbH despite setting a deadline. E-world energy & water GmbH is also entitled to withdraw if the conditions for the conclusion of the exhibition contract are not or are no longer met

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for the exhibitor, in particular if the exhibitor has changed its production programme to such an extent that it can no longer be attributed to the product group list of the event. The same shall apply if the issuer ceases to make payments or if an application has been made for the opening of insolvency proceedings or equivalent proceedings under the law of its country of origin, or if the issuer's company is in liquidation. In the above cases, E-world energy & water GmbH is entitled to compensation for damages in lieu of performance in the amount of net 25 % of the investment price. The exhibitor reserves the right to prove that E-world energy & water GmbH has suffered no or less damage. The assertion of further claims by E-world energy & water GmbH remains unaffected.

19.4 In the event of a withdrawal by E-world energy & water GmbH due to a culpable breach of contract on the part of the exhibitor (e.g. unauthorized release of the stand space, infringements of intellectual property rights, failure to clean up, failure to advertise unfairly, failure to evict on time, unlawful erection of the stand), the exhibitor is obliged to impose a contractual penalty in each individual case at the reasonable discretion of E-world energy & water GmbH and in the event of a dispute to be reviewed by the competent regional court in the amount of a maximum of € 10.000,00 to be paid. If the breach of contract also gives rise to a claim for damages, the contractual penalty shall be charged against the claim for damages. The assertion of further claims by Messe Essen remains unaffected.

20. TAKING PHOTOGRAPHS AND OTHER IMAGES

- 20.1 Commercial photography of any kind, in particular photographing and filming, is only permitted within the event venue to persons who are approved by E-world energy & water GmbH and who have a valid ID issued by E-world energy & water GmbH. Stand photographs, which are to be taken outside the daily opening hours and require special lighting, require the approval of E-world energy & water GmbH. The resulting costs shall be borne by the exhibitor, insofar as they are not covered by the photographer.
- 20.2 E-world energy & water GmbH and with their consent also the press and television are entitled to have photographs, drawings, film and video recordings of the event, of the exhibition buildings and stands and the exhibited items made and to use them free of charge for advertising or press publications, unless the exhibitor objects.
- 20.3 All persons entering or staying on the premises of Messe Essen are advised of the possibility of photo, film and video recordings being made there. By entering the Messe Essen grounds, these persons consent to the use of recordings of themselves, including portrait recordings, in the context of reporting on the relevant fair/exhibition, both on television and in the context of privately produced films, in print and online media, in particular on websites and in social networks as well as on video portals, unless they expressly object to such use prior to entering the Messe Essen grounds.

21. DISPOSAL, CLEANING, GUARDING

- 21.1 The exhibitor is informed about the possibility of disposal in the exhibition grounds in the Technical Guidelines 6.1.1. The exhibitor is obliged to entrust E-world energy & water GmbH with the disposal for a fee. If the exhibitor leaves rubbish or other objects behind after the stand has been cleared, E-world energy & water GmbH is entitled to dispose of and have them destroyed at the exhibitor's expense.
- 21.2 E-world energy & water GmbH takes care of the cleaning of the premises, the halls and the corridors. The cleaning of the stands is

the responsibility of the exhibitor and must be completed daily before the start of the event. Here, too, the exhibitor has the opportunity to commission E-world energy & water GmbH or companies approved by E-world energy & water GmbH with the cost-paying cleaning. If the use of own cleaning staff is made, the use is limited to one hour before and one hour after the daily opening hours of the event.

- 21.3 E-world energy & water GmbH is responsible for the general surveillance of the exhibition halls and the adjacent outdoor areas during the duration of the exhibition. During the installation and dismantling times there is general supervision. E-world energy & water GmbH is entitled to enforce the measures necessary for supervision and control.
- 21.4 A guarding of the exhibitor's property is not included in the general guarding. In particular, the protection provided by E-world energy & water GmbH does not limit the exclusion of liability for persons and property damage.
- 21.5 Special guards for the protection of exhibitor property must be organised by the exhibitor himself; guarding may only be carried out by guarding companies commissioned by E-world energy & water GmbH. Valuable and easy-to-remove items should be kept under lock and key by exhibitors, especially at night.

22. SUPPLEMENTARY PROVISIONS

- 22.1 Part of the exhibition contract are the house rules, the product group list as well as the technical guidelines and other provisions. can be viewed online on the event website.
- 22.2 During the event, the exhibitor shall submit to the domestic law of the trade fair company on the entire premises of Messe Essen.
- 22.3 Messe Essen is entitled to dispose of items of at the expense of the exhibitor after the expiration of the dismantling period. It is not necessary to store these items.
- 22.4 Messe Essen is solely responsible for the general heating, cooling, ventilation and lighting of the halls. All installations may only be carried out by Messe Essen or by third parties commissioned by it. Within the stand, installations can also be carried out by other specialist companies, which are to be notified to Messe Essen in advance upon request. Messe Essen is entitled but not obliged to inspect the installations.
- 22.5 The exhibitor is liable for damages caused by its own installations. The exhibitor continues to be liable for all damages resulting from uncontrolled extraction of energy. Messe Essen is only liable for losses and damages resulting from disruption of the energy supply in accordance with § 6 AVBELtV, § 18 NAV and § 6 AVBWasserV.
- 22.6 Smoking is prohibited in enclosed areas throughout the fairgrounds.

23. FINAL PROVISIONS

- 23.1 All claims of the exhibitor against E-world energy & water GmbH must be asserted in writing. They shall expire within 12 months from the end of the year in which they arose.
- 23.2 There are no oral side agreements. Changes or additions to these conditions of participation, as well as changes or additions to the exhibition contract, must be in writing with a handwritten signature. This also applies to any amendment, addition or cancellation of this written form clause itself.

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23.3 These conditions of participation as well as the exhibition contract shall be exclusively governed by German law to the exclusion of the CISG. Place of performance and place of jurisdiction is exclusively Essen in Germany. E-world energy & water GmbH reserves the right to assert claims alternatively in the court of the place where the exhibitor has its registered office.

23.4 Should individual provisions of these Conditions of Participation or of the Exhibition Agreement be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In place of the provision which is wholly or partly ineffective, an effective provision which comes as close as possible to the economic purpose of the provision which is wholly or partly ineffective shall apply. The same applies to unintended gaps in these conditions of participation or the exhibition contract.

23.5 For these conditions of participation and the exhibition contract only the German language version is decisive.

24. DATA PROTECTION

24.1 The protection of customers' privacy is very important to E-world energy & water GmbH. E-world energy & water GmbH collects and processes personal data in compliance with the applicable data protection regulations, in particular the EU General Data Protection Regulation (GDPR).

24.2 The legal basis for the collection and processing of personal data is Art. 6 para. 1 lit. b GDPR. Personal data are only collected to the extent required by contract/organisational requirements. Under no circumstances will the collected data be sold or passed on to third parties for any other reason. Messe Essen only passes on the data provided by the exhibitor to individual service providers and service partners for trade fair-related services (e.g. electricity connection, exhibitor directory, stand construction). This is also done for the sending of event-related offers, for information before and after the event, for the sending of event-related advertising and for the transmission and updating of our exhibitor stocks at home and abroad.

24.3 The exhibitor has at any time the right to information about the personal data processed concerning him/her (Art. 15 GDPR), the right to rectification of inaccurate data (Art. 16 GDPR), the right to erasure of personal data (Art. 17 GDPR), the right to restriction of data processing (Art. 18 GDPR), the right to data portability (Art. 20 GDPR) and the right to complain to the supervisory authority in data protection matters (Art. 77 DS-GVO).

E-world energy & water GmbH also refers to the data protection regulations on the website www.e-world-essen.com/en/privacy