

Terms and Conditions of UNITI Services GmbH (US) for the *UNITI expo* event at the fairgrounds of Messe Stuttgart



The current Technical Guidelines, as well as the General Terms and Conditions for Services / General Terms and Conditions Trades of Landesmesse Stuttgart GmbH & Co. KG (LMS) and the House Regulations of use for the LMS fairground can be found at www.messe-stuttgart.de/en/locations/download/legal-matters/. The current conditions of participation of US can be found at www.uniti-expo.de.

1. EVENT / ORGANIZER

Event:

UNITI expo

The leading service station and car wash trade fair in Europe

www.uniti-expo.com

Organizer:

UNITI Services GmbH (in the following referred to as US)

Jägerstrasse 6

10117 Berlin

2. DATES

2.1. Exhibition period:

Tuesday, 16 May 2028, until Thursday, 18 May 2028

2.2. Opening hours for visitors:

Tuesday, 16 May 2028, 9 a.m. to 6 p.m.

Wednesday, 17 May 2028, 9 a.m. to 6 p.m.

Thursday, 18 May 2028, 9 a.m. to 4 p.m.

Opening hours for exhibitors:

Tuesday, 16 May 2028, 7:00 a.m. to 7 p.m.

Wednesday, 17 May 2028, 8:00 a.m. to 7 p.m.

Thursday, 18 May 2028, 7:00 a.m. until midnight

Visitors are not permitted on the fairground outside of these hours. Exceptions to this require the consent of US or LMS in text form.

2.3. The opening hours of the event are binding for all exhibitors. They can only be changed in exceptional cases with the express consent of US.

2.4. Set-up and dismantling times for halls 1, 3 and 5 and the East Entrance

Start of set-up	Friday, 12 May 2028,	from 7 a.m.
End of set-up (fixed date)	Monday, 15 May 2028,	until midnight (From 6 p.m. onwards the hall aisles must be cleared)
Start of dismantling	Thursday, 18 May 2028,	from 4 p.m. (after clearance of the hall)
End of dismantling (fixed date)	Friday, 19 May 2028,	until midnight

Within the above-mentioned times, set-up and dismantling is permitted daily from 7 a.m. until midnight. Extended set-up and dismantling times can be found on the website www.uniti-expo.de or in the Exhibitor Guide.

US reserves the right to adjust the above set-up and dismantling dates in its reasonable discretion up to 8 weeks before the start of set-up.

The preceding dismantling dates do not apply to rental stands. These must be completely cleared by no later than 3 hours after the exhibition closes on the final day.

2.5. The aisles must be cleared by 6 p.m. at the latest on the last set-up day for cleaning works.

2.6. Stands that are not occupied by 6 p.m. on the last set-up day will be closed by US at the expense of the respective exhibitor. Express reference is made to 15.2.2.

2.7. If an exhibition that has already opened is completely or partially canceled or interrupted due to events beyond the control of US, withdrawal from the contract or assertion of a claim for damages is excluded.

3. REGISTRATION

- 3.1. The application for admission to participate in the event is made by sending the fully completed and legally binding signed registration form to **UNITI Services GmbH, Jägerstraße 6, 10117 Berlin, or to the agency com-a-tec GmbH it has commissioned**. By signing and sending the registration form to US or the agency **com-a-tec GmbH** it has commissioned, the General Terms and Conditions (Conditions of Participation of US, Technical Guidelines of LMS, House Rules and the General Terms and Conditions for Services / General Terms and Conditions Trades of LMS) are recognized and become contract content.
- 3.2. The registration will not be confirmed. Any notification of receipt sent to the exhibitor is not a confirmation of participation in the sense of 4.3. Admission is granted exclusively in accordance with 4.3 by means of a stand confirmation.
- 3.3. Exhibitors must name all product categories they exhibit (including those of co-exhibitors and representing companies). This information is required, among other things, to be able to provide trade visitors with complete information about the exhibitors and the product range. Product groups that are listed in the fair catalog entry (cf. 10.1.2) must be removed from the exhibition stand at the request of US. If 20 percent or more of the products presented do not correspond to the product categories specified by the exhibitor in the course of registration and to the topics defined by US for the event in accordance with Section 11, US shall, at its reasonable discretion and after having issued a warning, be entitled to close and dismantle the affected stand in whole or in part at the exhibitor's cost and risk and to exclude the exhibitor from participating in future events in the relevant topic area; further rights of US, in particular under Sections 4.6, 7 and 23, shall remain unaffected.
- 3.4. If several exhibitors are acting jointly as tenants, they are obliged to name a joint exhibition representative authorized by them as a contact person for US in the application.
- 3.5. The admission of one or more co-exhibitors and additionally represented companies (cf. 6) as a subtenant is only possible in exceptional cases and entitles US to charge a special fee (cf. 6.5).

In all cases, however, the admitted main exhibitor shall be liable for compliance with the obligations incumbent on the exhibitor by the co-exhibitor(s) and the additionally represented companies.
- 3.6. The exhibitor is bound by his application until US decides his admission (cf. also 7).
- 3.7. US will take into account any space requests listed on the registration form as far as possible, but these are not binding for US. A desire to exclude competitors is generally not permitted.

4. ADMISSION AND SPACE ALLOCATION

- 4.1. The decision on the admission of exhibitors and exhibits as well as the allocation of space is made by US.
- 4.2. The decision on admission is made at the discretion of the organizer, taking into account the space available for the event and the purpose and structure of the event.

In particular, US is entitled to unilaterally determine the composition of exhibitors according to industry and product groups and their weighting. The composition of exhibitors according to target group, company size and market significance as well as other objective characteristics are among the selection criteria.

However, US is in no way bound by the handling of previous events of the same type.
- 4.3. Admission is granted by confirmation of the stand by e-mail from US or the agency com-a-tec GmbH commissioned by US, stating the stand provided.

The rental agreement between the exhibitor and US is thereby concluded in a legally binding manner, unless otherwise agreed in text form.

If the content of the stand confirmation differs from the content of the exhibitor's application, the contract shall still be concluded in accordance with the stand confirmation unless the exhibitor objects in text form within two weeks. The non-consideration of the inadmissible requirements listed under 3.7 does not, however, constitute a right of objection.
- 4.4. With the stand confirmation, the exhibitor receives the hall plan with his assigned stand location together with further information for fair planning.
- 4.5. For technical reasons, US reserves the right to make minor changes to the final layout planning of the halls that do not constitute a significant restriction or change to the stand location.

Exhibitors are expressly advised that supplementary General Terms and Conditions apply to the individual services, which can be accessed via the Stuttgart Messe Service Portal (www.stuttgartmesseserviceportal.de).
- 4.6. An authorization already granted may be revoked if it turns out that the information provided by the applicant in his application is incomplete or untrue in essential points, in particular with regard to the type of company and the exhibits, and therefore the requirements for authorization were not met. The same applies if the conditions for admission no longer apply.

5. RENTAL PRICES / CANCELLATION FEES

- 5.1. The following prices are set for stand rental for the exhibition areas:

	Regular rental prices	Early bird prices until 31 March 2027
S (from 9 m²)	422 Euro / sqm	384 Euro / sqm
M (from 36 m²)	377 Euro / sqm	343 Euro / sqm
L (from 60 m²)	299 Euro / sqm	272 Euro / sqm
XL (from 100 m²)	259 Euro / sqm	236 Euro / sqm

- 5.2. General rental price regulations
- 5.2.1. The minimum size of a stand area is 9 m². Smaller areas will only be rented out if they result during planning.
- 5.2.2. The final settlement of the rent is based on the measurement by US.
- Each square meter or part thereof is calculated in full, the floor area is always calculated as a rectangle without taking into account fixtures, small deviations and the like.
- In halls 3 and 5, only single-storey constructions are permitted. In hall 1, double deck stands in stand category XL may be erected. A surcharge of € 100 / m² will be charged for double deck stands. When calculating the areas, the length dimensions are rounded up to full meters.
- The maximum permitted installation height in all halls is 6 meters. Restrictions are defined in the exhibitor guide.
- 5.2.3. The rent and all other charges are net prices, to which the Value added tax is added at the applicable statutory rate (in accordance with the currently valid version of the UStG) and must be paid.
- 5.2.4. If a service recipient (exhibitor) is not based in Germany, the tax liability can be transferred to them under certain conditions (reverse charge). For this purpose, the entrepreneurial status must be declared in the registration form (for service recipients from the EU, the VAT identification number must also be provided).
- 5.3. Information on liability for damage risks and the existing insurance cover from the General Terms and Conditions for Services of LMS in the Stuttgart Messe Service Portal (www.stuttgartmesseserviceportal.de).
- 5.4. Cancellation fees
- 5.4.1. Cancellations of stand construction / services shall be made exclusively in accordance with the General Terms and Conditions for Services of LMS.
- 5.4.2. Cancellations of space rents shall be made exclusively in accordance with 7.

6. EXHIBITORS, CO-EXHIBITORS AND ADDITIONALLY REPRESENTED COMPANIES

- 6.1. An exhibitor (sometimes also referred to as main exhibitor or direct exhibitor) is someone who rents a stand for the duration of the event and presents his own staff and offer.
- 6.2. A co-exhibitor is someone who appears at the stand of an exhibitor (main tenant) with his own staff and his own offer. This also includes group companies and subsidiaries.
- 6.3. If an exhibitor is a manufacturer himself, any other company whose goods or services are offered by the exhibitor counts as an additionally represented company.
- If an exhibitor that is a sales company shows additional goods and services from other companies beyond of a manufacturer's products, these count as additionally represented companies.
- 6.4. The admission of the exhibitor does not constitute a contract between the co-exhibitors registered by him or additionally represented companies and US.
- 6.5. The inclusion of a co-exhibitor and additionally represented companies must be requested from US in text form, stating the full address including a contact person.
- A fee of EUR 490.00 is payable for the inclusion of the co-exhibitor and for each represented company. If co-exhibitors or represented companies have not been registered, the exhibitor must pay a post-processing fee of EUR 150.00 additionally to the normal basic fee for co-exhibitors and represented companies. Advertising measures of any kind for non-registered companies are not permitted.
- 6.6. Demarcation of the stand area / stand partition walls
- A structural demarcation between the stand area and neighbouring stands is mandatory. If no own stand construction system is used or rented via the Stuttgart Messe Service Portal (www.stuttgartmesseserviceportal.de), opaque stand partition walls (rear and side walls) at least 2.5 m high are mandatory. Roll-ups and billboard displays are not permitted as stand partition walls. The stand partition walls are chargeable and not included in the stand space rental fee. Each exhibitor can order the back and side walls required for his stand in the Stuttgart Messe Service portal (www.stuttgartmesseserviceportal.de).
- If an exhibitor does not order wall elements, but his stand area is surrounded by wall elements of the neighbouring stand or by existing wall elements, the exhibitor will be invoiced for these wall elements according to the conditions stated in the "Stand partition walls" form in the Stuttgart Messe Service Portal (www.stuttgartmesseserviceportal.de).
- 6.7. Floor coverings
- The rented area must be equipped with a floor covering in accordance with the **LMS Technical Guidelines**. If the exhibitor does not equip the rented area with an appropriate floor covering, the exhibitor will be charged for the floor covering according to the conditions specified in the "Floor Coverings" form on the Stuttgart Messe Service Portal (www.stuttgartmesseserviceportal.de).
- Express reference is made to the **LMS Technical Guidelines**.

6.8. Waste disposal

The exhibitor is responsible for the cleaning and waste disposal of his exhibition stand. He is obliged and responsible for the separation of waste into recyclable and residual materials. On the evening of each set-up and dismantling day, all waste must be removed from the halls or placed in the prescribed LMS containers for disposal, which will be disposed of professionally by the LMS service partner.

It is not permitted to store waste in the aisles during set-up and dismantling periods. Any waste that is nevertheless left in the aisles will be disposed of by the LMS contractor at an increased charge.

We expressly refer here to the waste guidelines of LMS in the Stuttgart Messe Service Portal (www.stuttgartmesseserviceportal.de).

Express reference is made to the detailed provisions in the **LMS Technical Guidelines**.

7. WITHDRAWAL / TERMINATION

7.1. Withdrawal from the rental contract (exhibition contract) by the exhibitor is excluded unless this is caused by gross negligence or intent on the part of US or the requirements of §§ 323, 324, 326 of the German Civil Code (BGB) are met.

7.2. If US exceptionally permits a withdrawal (and the conditions of the exceptions of 7.1 are not met), this shall only take place on condition that the exhibitor undertakes to pay the full rental amount and the costs incurred up to this point in time.

7.3. The rental fee to be paid in accordance with 7.2 shall be reduced by 75% (only pro rata in the case of partial re-letting) if US succeeds in re-letting the stand space.

However, re-letting shall not be deemed to be the case if, for optical reasons, the space not used by the withdrawn exhibitor is allocated to another exhibitor without US generating any further income from this or/and the allocated stand space (even if re-measured) is rented to another exhibitor, but the total space available for the exhibition cannot be fully rented. In any case, the exhibitor reserves the right to prove that US has incurred no or less damage.

7.4. The declaration of withdrawal must always be made in writing.

7.5. US is entitled to terminate the concluded rental agreement without observing a notice period and without prejudice to the exhibitor's continued liability for the full rent and the costs incurred if insolvency proceedings have been applied for, opened or discontinued due to lack of assets over the exhibitor's property. The same applies if the rent is not paid or is only paid in part despite a grace period being set by the payment deadline specified in Section 8.

US expressly reserves the right to claim further damages in such cases.

7.6. Cancellation fees for stand construction / services are subject exclusively to the provisions of the General Terms and Conditions for Services of LMS.

8. TERMS OF PAYMENT

8.1. The following terms of payment apply to all exhibition categories:

Registrations until 31 March 2027	Registrations from 01 April 2027 until 31 December 2027	Registrations from 1 January 2028
40% of the stand fee due by 30 April 2027	40% of the stand fee due within 4 weeks after registration	100% of the stand fee due within 4 weeks after registration, at the latest 2 weeks before the start of the event
60% of the stand fee due by 31 January 2028	60% of the stand fee due by 31 January 2028	
The stand fee is subject to VAT at the statutory rate.		

The 40% deposit is required to cover the preliminary costs and will be refunded if the exhibitor is not admitted. If the exhibitor withdraws after admission has been granted, the deposit will expire.

US reserves the right not to include companies that have not paid the deposit invoice in the planning.

8.2. Before full payment of the rent (unless the requirements of 14.7.1 are met), the exhibitor will not be granted access authorization or permission to set up the stand.

8.3. Payments are to be made without deductions to **UNITI Services GmbH, Jägerstraße 6, 10117 Berlin**, to one of the bank details printed on the invoice. Payments by check are not permitted. Credit card charges are borne by the issuer.

8.4. Invoices for special services provided by LMS and its contractors are due upon receipt of the invoice.

8.5. Complaints about invoices must be made in writing to the contracting company within a preclusive period of 14 days after receipt of the invoice.

8.6. In case of payment after the due date or other default in payment, our claims shall be determined in accordance with § 288 BGB.

8.7. US reserves the right to assert the landlord's lien for all unfulfilled obligations of the exhibitor. It is expressly referred to 14.7.2.

9. SALE / SAMPLE DELIVERY

- 9.1. In accordance with the nature of this exhibition, samples may be provided free of charge. The procurement of and compliance with trade and sanitary permits is the sole responsibility of the exhibitor.
- 9.2. Infringements against 9.1 entitle US, without prejudice to the exhibitor's continued liability for the full rent, to close the stand immediately after prior warning and to exclude the exhibitor from participation in the event, including future events if applicable; the exhibitor is not entitled to claim damages in this respect. US is entitled to carry out all necessary checks, including checks on persons and their luggage, within the fairground and at the exits for this purpose.

10. MEDIA FLAT RATE / FAIR PUBLICATIONS

- 10.1. Media flat rate
- 10.1.1. As an exhibitor, you will receive an extensive package of inclusive services with your stand registration.
- 10.1.2. Services that are already included in your stand booking:
- Visitor tickets in any number for your guests
 - Any number of exhibitor passes
 - Costs for the stand approval service
 - A basic entry in the online exhibitor directory
(with company name, complete company address, hall and stand number as well as product groups)
 - Inclusion of your digital press releases in the **UNITI expo** online press kit
- 10.1.3. For stronger communication of your products and brands, you can book attractive advertising services.
Content and prices of the advertising services can be found at www.uniti-expo.de.
- 10.1.4. Data acc. 10.1.2 and 10.1.3 is transferred cumulatively.
- 10.2. Fair publications
- 10.2.1. If an official catalog or other publication is issued for the exhibition or an exhibitor database is posted on the Internet, the following regulations shall apply.
- 10.2.2. US has commissioned the following agency with the overall design, creating and distribution of the online fair catalog.
- com-a-tec GmbH**
Am Krebsgraben 15 | D-78048 Villingen-Schwenningen
Tel: +49 (0) 7721 9830-77 | uniti-expo@com-a-tec.de | www.com-a-tec.de
- Detailed regulations and further steps to be taken are set out in the letter from the agency that each exhibitor receives after the stand confirmation has been sent out.
- 10.2.3. Entries are made online by the exhibitor himself. The exhibitor is solely responsible for their accuracy. US assumes no liability for this. The same applies to additional orders issued to the agency by the exhibitor. However, US reserves the right not to publish or to correct obviously incorrect information.
- 10.2.4. US expressly points out that, with the exception of the agency named by US, no third parties, including other publishers, have been or will be commissioned with the production of fair publications and lists of exhibitors - in particular after the exhibition has taken place. Insofar as offers in this respect are made to exhibitors, these are on the initiative of third parties who have no relationship to US.
- 10.3. The co-exhibitor's fee also includes the entry pursuant to 10.1.2 of the co-exhibitor.

11. TOPICS (NOMENCLATURE)

FORECOURT EQUIPMENT & CONSTRUCTION
OIL COMPANIES & FUEL RETAILERS
CAR WASH & CAR CARE
PAYMENT & AUTOMATION
TRANSPORT & LOGISTICS
LUBRICANTS & ADDITIVES
SHOP & CONVENIENCE
SERVICES & MEDIA
ALTERNATIVE FUELS

A more specific nomenclature for the list of exhibitors is available in the online exhibitor directory.

12. SPECIAL ADMISSION REQUIREMENTS

Additionally, the following special regulations apply to admission:

- 12.1. Registrations for **UNITI expo 2028** can only be considered if they are received by US by 08 May 2028 (registration deadline) at the latest and all due invoices have been paid on time. Registrations received after the registration deadline may still be considered as part of a waiting list. It is expressly pointed out that registration within the registration deadline does not guarantee participation in **UNITI expo 2028**. Participation will be granted exclusively on the basis of the following regulations, as well as on the basis of 4.
- 12.2. As far as possible, US endeavors to take into account the placement requests of the applicants. However, changes or deviations from the thematic hall layout are generally excluded. 3.7 is referred to.
- 12.3. The stand allocation according to 4 will be made successively on the basis of the registered areas according to the date of receipt of all registrations.
- 12.4. **UNITI expo** is a fair for informing visiting professionals about new products and developments in the filling station business. There is no direct sale of goods on site at **UNITI expo**.

13. EVENT-SPECIFIC ADDITIONS

The following regulations, additions and amendments apply to **UNITI expo 2028**:

- 13.1. Hall plan and detailed view
Together with the stand confirmation of your stand space, you will receive a high-resolution hall plan with dimensions and detailed information on the maximum installation height and the position of supply channels. Please be sure to forward this plan to your stand constructor.
- 13.2. Construction height
The height of the stand boundary to the neighbouring stands must be at least 2.50 m. Stand walls over 2.50 m must be neutral (white or grey). For non-neutral walls over 2.50 m, a neighbouring zone of 1.0 m must be maintained. A stand construction permit is required for stands over 3.50 m in height.
- 13.3. Stand design and stand construction limits
Exhibits may be set up to the aisle boundary. Control panels and operators etc. must be located anytime within the stand boundaries. 50% of an open side may be "built on" with closed walls. It must be ensured that the attractiveness of the opposite and neighbouring stands is not affected. US is entitled to have unauthorized/approved stand construction elements removed or modified at the expense and risk of the exhibitor. In halls 3 and 5, only single-storey structures are permitted.
- 13.4. Distribution of printed matter and advertising material
The distribution of printed matter and/or advertising material outside the stands is not permitted or requires the approval of US. The installation of advertising elements outside the stand area also requires approval.
- 13.5. Stand construction permit
Stand construction permits must be submitted to LMS, Technical Services Department, no later than 8 weeks before the start of stand construction. Please use the form and cover sheet for applying for stand construction permits, which are available online in the Stuttgart Messe Service Portal (www.stuttgartmesseserviceportal.de). The permit, which may contain restrictions and conditions, will be returned to you by e-mail. If you have any questions, please send an e-mail to: technik@messe-stuttgart.de
For subsequently submitted stand construction permits, corresponding post-processing fees will be charged.
A stand construction permit is generally required:
 - from a construction height of over 3.5 m, in hall 1 under the gallery from 3.00 m
 - from 30 m² floor space
 - for stand structures / special structures with closed ceiling constructionsIn addition, reference is made to the **LMS Technical Guidelines**.
- 13.6. For musical reproductions of any kind, permission from the Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (GEMA) is required under the conditions of the Copyright Act (Urheberrechtsgesetz) (cf. also the **LMS Technical Guidelines**).

14. PREAMBLE, MATERIAL DEFECTS, COMPENSATION FOR DAMAGES, INSURANCE, ASSERTION OF CLAIMS, STATUTE OF LIMITATIONS, OFFSETTING / RETENTION / LANDLORD'S LIEN, LIMITATION OF LIABILITY, FORCE MAJEURE, DOMESTIC AUTHORITY, HOUSE RULES, VERSAMMLUNGSTÄTTENVERORDNUNG, EU REGULATIONS, ACCIDENT PREVENTION ORDINANCES AND SAFETY REGULATIONS

14.1. Preamble

Insofar as US's conditions of participation contain provisions on limitations of liability, exclusions of liability, preclusion periods and statute of limitation or similar, these shall only apply to the extent permitted under 14.8.

14.2. Material defects

The exhibitor must inspect the items provided or delivered by US immediately after delivery, insofar as this is common in the proper course of business, and, if a material defect is found, notify US immediately in text form. If the exhibitor fails to notify US, the goods shall be deemed to have been approved, unless the defect was not recognizable during the inspection. If such a material defect becomes apparent at a later date, the exhibitor must report it immediately after discovery. Otherwise, the items shall be deemed to have been approved even in view of this defect.

Irrespective of this, the liability of US for material defects shall be excluded in the extent specified in 14.8.

14.3. Compensation for damages

Claims for damages by the exhibitor against US are exed to the extent specified in 14.8.

14.4. Insurance

US does not take out any insurance for the exhibitor. The exhibitor is expressly advised of the possibility of taking out insurance himself. Information on liability for damage risks and the existing insurance cover can be found in the General Terms and Conditions for Services of LMS according to the Stuttgart Messe Service Portal (www.stuttgartmesseserviceportal.de).

14.5. Assertion of claims

Claims of the exhibitor against US, its vicarious agents or its employees, of whatever nature, must be asserted in text form to US no later than 1 year after the end of the event. Claims of the exhibitor received later will no longer be considered (preclusion period).

14.6. Statute of limitations

All contractual and statutory claims of the exhibitor against US become time-barred one year after the start of the statutory limitation period.

14.7. Offsetting / retention / landlord's lien

14.7.1. The exhibitor shall only be entitled to rights of offsetting and retention vis-à-vis US if its counterclaims have been legally established, are undisputed or have been recognized by US.

14.7.2. For all unfulfilled obligations of the exhibitor towards US, US is entitled to assert its landlord's lien on the stand equipment and exhibits brought in by the exhibitor and to prohibit their removal. § 562a BGB does not apply. If the obligations towards US are not fulfilled within the deadline set for the exhibitor, US is entitled to sell the retained items by private contract after giving notice in text form. US shall only be liable for damage and / or loss of the items in case of intent or gross negligence.

14.8. Limitation of liability

The liability of US for damages is excluded, with the exception of the cases listed below. The liability of US is not excluded

14.8.1. for damages resulting from injury to life, physical injury or health impairment due to an intentional or negligent breach of duty by US or an intentional or negligent breach of duty by a legal representative or vicarious agent of US,

14.8.2. for other damages that are based on an intentional or grossly negligent breach of duty by US or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of US, or

14.8.3. for damages resulting from the violation of essential rights and obligations arising from the nature of the contract, which are based on an intentional or negligent breach of duty by US.

14.9. Force majeure

In the event of force majeure preventing US from fulfilling its obligations in whole or in part, US shall be released US from the fulfilment of this contract until the force majeure has ceased. US shall inform the tenant of this immediately, provided that is not also prevented from doing so by a case of force majeure. The impossibility of a sufficient supply of auxiliary materials (such as electricity, heating, etc.), strikes and lockouts - insofar as they are not the fault of US - the outbreak of an epidemic or pandemic as well as terrorist attacks are equated with a case of force majeure. If US has incurred costs in preparing for the event in these cases, the tenant is obliged to reimburse these costs. If in such cases US has made advance payments for costs or expenses to be borne by the exhibitor, the exhibitor is obliged to reimburse US.

14.10. Domestic authority

The staff appointed and commissioned by US exercise domestic authority vis-à-vis the tenant. Their instructions must be followed. Apart from that, US transfers to the tenant the domestic authority to the rented areas during the rental period to the extent necessary for the proper execution of the event, without prejudice to US's remaining right of access at any time for the service personnel commissioned by it.

14.11. House rules

In addition, reference is made to the LMS House and User Regulations, which are displayed on the fairground and also form part of the rental agreement.

The LMS house rules and US conditions of participation can also be viewed on the Internet at www.uniti-expo.de > **Exhibitor** > **Download area**, where they can be downloaded and printed out.

14.12. Assembly area regulation (Versammlungsstättenverordnung)

14.12.1. Insofar as the exhibitor is the organizer within the meaning of the assembly area regulation (VStättVO; Versammlungsstättenverordnung vom 28.4.2004, Gesetzblatt von Baden-Württemberg 2004, p. 311 ff.), he is responsible in accordance with the VStättVO, in particular in accordance with § 38 (1, 2, 4) VStättVO. The exhibitor undertakes to comply with the provisions of the VStättVO. The exhibitor is obliged to indemnify US and its vicarious agents from any recourse claims and fines on the basis of their operator liability pursuant to § 38 (5) VStättVO. The regulations under 14.1 remain unaffected.

14.12.2. If the exhibitor uses and operates areas of more than 20 m² for artistic performances and other performances (stage areas) during the event, he must comply with the provisions of the VStättVO in accordance with 14.12.1 and in particular to appoint a person responsible for event technology if necessary.

The exhibitor must notify US of such staging areas in text form before the start of the exhibition without being requested to do so.

14.13. EU regulations

Exhibitors, co-exhibitors and additionally represented companies (cf. 6) are responsible for ensuring compliance with EU regulations No. 2580 / 2001 and No. 881 / 2002 on their own responsibility, particularly in the areas of finance, purchasing, goods traffic, service and personnel.

14.14. Accident prevention and safety ordinances

The exhibitor undertakes to comply with the accident prevention and safety regulations.

15. TECHNICAL GUIDELINES OF LMS, SET-UP, DISMANTLING & CLEANING OF STANDS, INTERNET ORDERS

15.1. The **LMS Technical Guidelines** are also part of the contract. These can be viewed on the Internet at www.messe-stuttgart.de/en/locations/download/legal-matters/ and can be downloaded and printed out there. The exhibitor undertakes to comply with the **LMS Technical Guidelines**.

15.2. Stand construction

15.2.1. The stands in the halls can be set up at the earliest from the date specified in 2.4 at the earliest.

15.2.2. Until the date specified in 2.4 (fixed date), all stands must be set up and equipped, as the general cleaning of the entire exhibition grounds begins at this time. US is entitled to dispose of stands that have not been occupied and set up by this time, unless this is due to the fault of US. The exhibitor concerned who is in default of acceptance may not assert any claims of any kind - including claims for reimbursement of the rent - against US, unless the requirements of 14.8.1 - 14.8.3 are met.

If the aforementioned exceptions to the detriment of US do not apply, US is entitled to charge the exhibitor a contractual penalty of EUR 5,500.00 in the event of non-appearance, unless the exhibitor is a consumer within the meaning of § 13 BGB.

15.2.3. The stands must be adapted to the overall appearance and overall plan of the respective exhibition (**LMS Technical Guidelines**).

15.2.4. It is strictly forbidden to stick and/or cover the ceiling and wall elements, exposed concrete surfaces, wooden and glass surfaces, pillars or other hall elements on the exhibition grounds. Exceptions are only permitted with the express prior consent of US and LMS in text form.

15.2.5. Insofar as stand construction is carried out by LMS, the following shall apply (cf. also 4.5) the following additional provisions shall apply:

15.2.5.1. Pre-ordered and reserved but unused rental equipment will be invoiced by LMS.

15.2.5.2. In the event of capacity bottlenecks, LMS reserves the right to supply the exhibitor with equivalent replacements instead of the ordered rental items. Claims of the exhibitor arising from such replacement deliveries are excluded.

15.2.5.3. Damaged and/or unreturned rental equipment will be charged at the daily rate.

- 15.2.5.4. All ceiling and wall elements must not be nailed or screwed down. Suspension and cord hooks (to be ordered from LMS) and double-sided adhesive tape (TESA Power-Strip) are recommended for attaching objects, advertising boards and the like. Other types of adhesive tape must not be used. Any residues (e.g. caused by unsuitable adhesive tapes) will be removed at the exhibitor's expense. The exhibitor will be charged for any elements that cannot be repaired.
- 15.2.5.5. Covering and / or covering the ceiling and wall elements with decorative fabrics and materials may only be carried out in consultation with US and LMS.
- 15.2.5.6. Complaints can only be recognized if they are communicated immediately and in text form. In the case of obvious defects, however, these must be reported at the latest when the stand or material is handed over.
- 15.3. Stand dismantling
- 15.3.1. Compliance with the dismantling deadlines in accordance with 2.4 is expressly pointed out.
- The rental contract ends at the end of the exhibition. For items still on the stand after this date, US may, unless the conditions of liability pursuant to 14.8 are not met.
- 15.3.2. Dismantling of the stands in the halls may only begin on the last day of the fair after the close of the exhibition. US is entitled to charge the exhibitor a contractual penalty of EUR 5,500 in the event of violations of this provision, unless the exhibitor is a consumer within the meaning of § 13 BGB.
- 15.3.3. The stand space must be reserved at the latest by 2.4 (fixed date) at the latest. The exhibition space must be returned by the exhibitor in the condition in which it was taken over.
- In particular, carpet adhesive tapes must be removed in advance by the exhibitor at his own expense. For existing damage and all residues (e.g. adhesive residues), explicit reference is again made to the above provisions under 15.2.5.4.
- The rental contract for rental stands generally ends at the close of the trade fair. The rental stands must be completely vacated no later than 3 hours after the end of the trade fair.
- 15.3.4. US is responsible for the general cleaning of the exhibition grounds and hall aisles at its own expense. However, cleaning of the stand is the responsibility of the exhibitor at his own expense and must be completed daily before the event opens. It is expressly pointed out that it is the sole responsibility of the exhibitor to ensure the removal of carpeting adhesive tapes. If such tape is still present after the end of dismantling, it will be removed by US at the exhibitor's expense.
- The exhibitor may only award the contract for stand cleaning to the cleaning company designated by LMS.
- 15.3.5. If the eviction does not take place at the 2.4 US shall be entitled to clear the premises at the exhibitor's expense and to have any items left behind stored at the exhibitor's expense. Express reference is made to US's landlord's lien on these items in accordance with §§ 562, 578 BGB. § 562a BGB does not apply. US accepts no liability for items left behind in accordance with 14.8.
- US is also entitled to auction off items left behind one month after the end of dismantling and announcement in text form or, if they have a stock exchange or market price, to sell them on the open market. No liability shall be assumed for damage to or loss of the items left behind in accordance with 14.8.
- 15.4. The contractual penalty regulation under 23 is expressly referred to.
- 15.5. If the exhibitor orders additional services from LMS and / or its contractual partners via the Internet, in particular via the Stuttgart Messe Service Portal, using his customer number at LMS or the access code provided by US with the stand confirmation, these orders are also valid without signature or other legitimation.

16. MANDATORY ORDER PLACEMENT

For safety reasons, the following craft and service work (more detailed regulations on this can be found in **the LMS Technical Guidelines**) may only be carried out by contracting companies appointed by LMS (cf. also 4.5.):

- 16.1. Main connection from the hall network to the exhibition stand for electricity, gas, water and compressed air (cf. also **LMS Technical Guidelines**)
- 16.2. Floor drillings in the halls (cf. also **LMS Technical Guidelines**)
- 16.3. Other interventions in the building fabric on walls / floors / ceilings (cf. also **LMS technical guidelines**)
- 16.4. Cover openings to the floor ducts (cf. also **LMS technical guidelines**)
- 16.5. Forwarding on the exhibition grounds, including the operation of cranes and lifting vehicles (cf. also **the LMS Technical Guidelines**)
- 16.6. Cleaning and security (cf. also **LMS Technical Guidelines**) outside of the official opening hours
- 16.7. Installation of other supply media, in particular wireless radio networks, WLAN, telecommunication lines, etc. (cf. also **the LMS Technical Guidelines**)
- 16.8. Ceiling suspensions (cf. also **the LMS Technical Guidelines**)
- 16.9. Connections to the sprinkler systems (cf. also **the LMS Technical Guidelines**).

- 16.10. Use of compressed gases and liquefied gases (cf. also **the LMS Technical Guidelines**).

The exhibitor will be invoiced separately for the relevant services.

17. SAFETY REGULATIONS AND LIABILITY PROVISIONS

- 17.1. If the exhibitor fails to observe and comply with the provisions for the supply of energy / water / compressed air regulated in the **LMS Technical Guidelines** or corresponding orders issued by authorities or LMS, LMS shall be entitled to stop these supplies immediately without compensation and / or to close the exhibition stand.
- 17.2. If the energy / water / compressed air supply is interrupted due to force majeure, any technical faults or orders from the respective energy supplier, LMS shall assume no liability in accordance with 14.8. The same applies to US in such cases.
- 17.3. In accordance with 14.8, the exhibitor shall be exclusively liable for any damage resulting from the operation of laser equipment. If claims resulting from this are nevertheless to be asserted directly against LMS, the exhibitor shall be obliged to indemnify LMS against these claims and to advance and bear any costs required for prosecution. The same applies to US in such cases.
- 17.4. In the open-air area, a general restriction on construction and utilization height applies in accordance with the regulations of the **LMS Technical Guidelines**, which the exhibitor must guarantee in all cases.
- In accordance with § 16 (2) of the Air Traffic Regulation (Luftverkehrsordnung), it is prohibited to fly kites or umbrella kites in the open-air area due to the airport protection zone. Captive balloons and other balloons as well as model aircraft of all kinds may only be released or operated with the permission of the responsible aviation authority. The responsible aviation authority is the Ministry of the Interior of Baden-Württemberg, Department 7, Division 75, P.O. Box 10 24 43, 70020 Stuttgart.
- 17.5. The contractual penalty regulation under 23 is expressly referred to.

18. ADVERTISING

- 18.1. Exhibitors are only permitted to advertise within their stand and exclusively for the exhibits they are displaying.
- Advertising or advertising measures outside the stand are only permitted if the advertising measures offered on the fairground are booked. This includes in particular the distribution of brochures. All bookable advertising measures on the fairground starting in January 2028 can be viewed at www.uniti-expo.de > Exhibitor > Download area.
- 18.2. Please also refer to the regulations in the **LMS Technical Guidelines**.
- 18.3. The contractual penalty regulation under 23 is expressly referred to.

19. PARKING SPACES

- 19.1. LMS personnel and their representatives are authorized to issue instructions for traffic control on the fairground, including the stopping and parking of vehicles.
- 19.2. A limited number of time-limited parking permits will be issued for exhibitors' vehicles and stand personnel for a fee. Further details can be found on the Stuttgart Messe Service Portal (www.stuttgartmesseserviceportal.de). These permits are valid in the paid parking lots during the exhibition. The permits can be ordered using the "Long-term parking permits" form in the Stuttgart Messe Service Portal (www.stuttgartmesseserviceportal.de).
- 19.3. LMS is entitled to tow away unauthorized vehicles parked on the fairground without prior notice at the expense and risk of the owner and driver.
- 19.4. Additionally, reference is made to the regulations in the **LMS Technical Guidelines**.

20. NOISE PROTECTION, SOIL POLLUTION

- 20.1. In the case of noise-generating demonstrations and the operation of equipment (e.g. compressors) with a volume of more than 75 dB(A) (measured at a distance of 3 meters from the stand boundary) by the exhibitor, a noise protection cabin is mandatory. In the event of non-compliance with this requirement, US is entitled, after issuing a warning, to prohibit the demonstration or operation of the stand or, if necessary, to close the stand without any claims for compensation on the part of the exhibitor. Additionally, reference is made to the provisions in the **LMS Technical Guidelines**.
- Music or other performances on the stand are only permitted if they do not disturb conversations at a normal volume on neighboring stands.
- If various noise sources, each of which is below 75 dB(A), create a noise potential, US is entitled to prohibit the generation of noise for certain periods of time in order to protect all exhibitors and visitors, unless the exhibitor can remedy the situation in individual cases by installing a noise protection cabin.

20.2. Floor load

The permissible traffic loads in the individual hall areas are the following:

Halls 1, 3 and 5: 33 kN / m², above supply ducts 16.7 kN / m²
Gallery hall 1: 10 kN / m²
Messepiazza: 10 kN / m² (SLW30)

If the exhibitor is in doubt about the amount of traffic loads he requires or wishes to generate higher traffic loads than those specified above, this must be clarified in advance with the LMS Technical Department that is responsible for this. A higher traffic load is not permitted without the consent of the LMS Technical Department. Additionally, reference is made to the provisions in the **LMS Technical Guidelines**.

20.3. The contractual penalty regulation under 23 is expressly referred to.

21. INDUSTRIAL PROPERTY PROTECTION

21.1. The exhibitor is obliged to strictly observe property rights of third parties with regard to the goods exhibited by him.

Goods that violate industrial property rights, in particular trademark rights, design rights, utility models and/or patents, are not permitted as exhibits.

21.2. The exhibitor is obliged to remove goods violating the law from his stand without delay, in accordance with 21.1.

21.3. For violation of rights by goods from co-exhibitors in accordance with 6.2 and by additionally represented companies in accordance with 6.3 the exhibitor shall be liable in the same way.

21.4. US expressly reserves the right - without a corresponding obligation being established - in the event of proven violation of property rights and/or breaches of the obligations in accordance with 21.1.1. 21.1 and 21.2 to exclude the exhibitor from the current and/or future event(s) without compensation. This shall not apply if the exhibitor can provide evidence that the stand could be used for other purposes at short notice. 21.3 shall apply accordingly.

21.5. The exhibitor is solely responsible for securing industrial property rights to his exhibits.

21.6. If US exercises its right of exclusion in accordance with 21.4.1 on the basis of a court decision or substantiated evidence for the violation of property right, the exhibitor concerned shall not be entitled to claim damages from US in accordance with 14.8 even if the violation of property rights proves to be irrelevant at a later date (through appeal procedures or other legal evidence).

21.7. Additionally, please refer to the information provided by LMS "Plagiarism/Intellectual Property Rights" on the Internet at www.messe-stuttgart.de/teilnahmebedingungen

22. PHOTOGRAPHY AND OTHER PICTURE TAKING

22.1. Commercial image recordings of any kind, in particular photographs and films/video recordings, are prohibited on the entire fairground. The only exceptions to this are the press photographers accredited by US.

22.2. Exhibitors may film and take pictures of their own stands and exhibits without the consent of US.

22.3. US has the right to make or have made image and sound recordings and drawings of exhibition objects or individual exhibits for the purpose of documentation or for its own publications. This also applies to persons recorded.

23. CONTRACTUAL PENALTY

If the exhibitor is an entrepreneur within the meaning of § 14 BGB, US is entitled to demand a contractual penalty from the exhibitor in the following cases:

23.1. in case of violations of the provisions of 15.2 and 15.3 in the amount of EUR 500, unless there is a violation pursuant to 15.2.2 or 15.3.2 in which case the regulation there remains in force,

23.2. in case of violations of the provisions of 16.1 to 16.5 and 16.7 to 16.9 in the amount of EUR 5,500,

23.3. in case of violations of the provisions of 17.1 and 17.4 in the amount of EUR 5,500,

23.4. in case of violations of the provisions of 18 in the amount of EUR 1,000,

23.5. in case of violations of the provisions of 20 in the amount of EUR 2,500, with the exception of violation of the provisions of 20.2, in which case an amount of EUR 5,500 is taken into account,

for each individual case of violation, without prejudice to the right to assert claims for damages. § 341 (3) BGB shall not apply.

24. EXCLUSION OF ASSIGNMENT

The assignment of claims of the exhibitor against US, its employees, its vicarious agents and its assistants is excluded.

The provisions of § 354a of the German Commercial Code (HGB) remain unaffected by this.

25. DATA STORAGE

The exhibitor expressly agrees that US may store, process or forward personal data in accordance with the Federal Data Protection Act (Bundesdatenschutzgesetz) - including the use of automated data processing - insofar as this is required for business purposes exclusively related to *UNITI expo*.

26. APPLICABLE LAW / PLACE OF PERFORMANCE / PLACE OF JURISDICTION

- 26.1. The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between US, its employees, its vicarious agents and its assistants on the one hand and the exhibitor, its employees, its vicarious agents and its assistants on the other. The respective German version of US Conditions of Participation, the **LMS Technical Guidelines**, the GTC Service / GTC Trades and the LMS House Rules shall be solely authoritative in relation to the translated version for interpretation in case of differences.
- 26.2. The place of performance is Berlin.
- 26.3. The place of jurisdiction (also for actions on checks and bills of exchange) for both contracting parties is the Berlin-Charlottenburg Local Court or - depending on the subject matter jurisdiction - the Berlin Regional Court, provided that the exhibitor is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany. However, US reserves the right to initiate legal proceedings at the exhibitor's general place of jurisdiction.

27. ANCILLARY AGREEMENTS / SEVERABILITY CLAUSE

- 27.1. Ancillary agreements are only legally binding if they are made in text form with US or confirmed by US in text form.
- 27.2. These conditions of participation or this contract shall remain valid even if individual provisions should prove to be invalid. The provision in question shall be replaced by a provision that corresponds as closely as possible to the original economic purpose.