

GENERAL TERMS AND CONDITIONS OF PARTICIPATION AND BUSINESS

for participation in trade fairs, markets, exhibitions, and general events organized by RMT – Rheinische Messe- und Tourismus GmbH, Elfgener Platz 3, 41515 Grevenbroich (hereinafter referred to as the Organizer) as of December 2021

1. Registration

Registration for the event is made by the applicant/exhibitor submitting the fully completed and legally binding signed registration form. By submitting the registration, the applicant/exhibitor unconditionally accepts the General Terms and Conditions of Participation and Business of the Organizer for golf trade fairs.

2. Rental Agreement

The rental agreement comes into effect when the Organizer confirms participation to the applicant in writing. This confirmation may be provided via written notice or in the form of an invoice for participation. The Organizer is under no obligation to accept registrations or to conclude rental agreements, unless explicitly and mandatorily required by law.

3. Payment Terms

Unless otherwise agreed, the participation fee is due immediately upon receipt of the invoice. Payment is considered overdue 21 days after the invoice date. Payment of the participation fee, including the fee for co-exhibitors, is a prerequisite for occupying the exhibition space and receiving exhibitor passes. In case of payment default, the Organizer may charge interest on arrears at a rate of 3% above the current discount rate of the Deutsche Bundesbank. A processing fee of EUR 50 will be charged for each written reminder. Any objections to the invoice must be submitted in writing within a non-extendable period of 14 days from the invoice date.

4. Co-Exhibitors

The participation of the applicant does not establish a contractual relationship between the Organizer and any co-exhibitors or additionally represented companies listed by the applicant. The inclusion of co-exhibitors is subject to a fee, which must be paid by the applicant. This fee may also be invoiced retrospectively by the Organizer. The exhibitor is responsible for ensuring that their co-exhibitors and additionally represented companies comply with the General Terms and Conditions of Participation, Business, and Payment of RMT – Rheinische Messe- und Tourismus GmbH as well as with the Organizer's instructions. The exhibitor is liable for any fault of their co-exhibitors and additionally represented companies as if it were their own. Should the co-exhibitors make use of services provided by the Organizer directly, the Organizer is entitled to invoice the exhibitor for these services. The applicant is jointly and severally liable for these payments.

5. Stand Allocation

The allocation of stand positions is based on the availability and operational requirements of the Organizer and not on the order in which registrations are received. Preferred positions will be taken into account wherever possible. Without the prior written consent of the Organizer, the exhibitor is not permitted to exchange, share, or wholly or partially transfer their assigned stand position to third parties.

In justified cases—especially for safety-related concerns, to maintain the overall appearance of the event, or due to thematic grouping of exhibitors—the Organizer reserves the right to allocate a different stand position to an exhibitor than originally confirmed, provided that the new position is equivalent in type and quality to the originally agreed one. The exhibitor is not entitled to any compensation or reduction in participation fees due to such a change, nor is any refund of the participation fee permitted.

6. Withdrawal / Termination of Contract

Once registration has been submitted and approved, withdrawal from the contract is no longer possible. A termination of the contract is only possible with the written consent of the Organizer. The Organizer is not obligated to grant such termination and will only do so if the stand space can be reallocated and the applicant pays a cancellation fee amounting to 25% of the agreed participation fee (plus statutory VAT). If the stand cannot be reassigned, the Organizer will not agree to the contract termination, and the applicant remains fully liable for the total participation fee. The Organizer is entitled to terminate the rental agreement without notice if the registration contains false information, if participation was granted on the basis of incorrect or incomplete details, or if the prerequisites for participation on the part of the applicant cease to exist at a later point. Furthermore, the Organizer has the right to terminate the contract without notice if the exhibitor is in payment default and fails to pay even after a grace period is granted. Any advance or partial payments made toward the participation fee will not be refunded. The Organizer is also entitled to withdraw from the contract and claim damages from the exhibitor if the exhibitor fails to meet contractual obligations—especially agreed payment terms or obligations arising from the registration and General Terms and Conditions of Participation—despite a first payment reminder or formal warning. A significant breach includes, among others, the violation of agreed date protection for supporting events organized by the Organizer, as specified in the registration. The Organizer's right to terminate the contract without notice remains unaffected. In all such cases, the applicant is liable for any damages incurred by the Organizer.

7. Force Majeure

If the Organizer is compelled—due to force majeure or other circumstances beyond their control (e.g., government-imposed lockdown, bomb threats or other threats to public safety, declaration of a state of war, disasters, power outages, police-recommended cancellation for safety reasons, strikes, or lockouts)—to temporarily or permanently vacate one or more exhibition areas, cancel, postpone, or shorten the exhibition, the exhibitor shall not be entitled to any compensation or damage claims against the Organizer. In such cases, the exhibitor is obligated to reimburse the Organizer for any costs incurred in preparation for the exhibition, proportionally based on their rented stand space.

7a. Ban on the Event by Government Regulation (CoSchuVo)

If the event is prohibited by a COVID-protection regulation (CoSchuVo) of the state government (e.g., due to a lockdown), the Organizer reserves the right to reschedule the event, provided the exhibitor has equal prospects of success at the rescheduled event. The rescheduled event must take place within 24 months and within a period of ±4 weeks from the original date.

7b. Postponement / Change of Event Location

The Organizer reserves the right to postpone the event and to change the event location. The new location must be within a 50 km radius of the original venue and must be equivalent in standard and quality. The new date must be within 24 months and within ±4 weeks of the original scheduled time. The Organizer may also combine the event with another event if the nature, target audience, and venue of the new event are similar to those of the original. Participation fees already paid will not be refunded. The Organizer has the right to charge an additional fee based on the inflation rate as of four weeks prior to the new event date, applied to participation fees already paid.

8. Stand Construction / Waste Disposal / Environmental Protection / Compensation for Damages

Standard exhibition stands provided by the Organizer are handed over in flawless condition and may not be modified, altered, or dismantled by the exhibitor. Drilling, nailing, or fastening into standard partition walls is strictly prohibited. The exhibitor shall be liable for all material or personal damage resulting from any violation. Handover of the stand is deemed to have occurred upon issuance of exhibitor badges or assignment of the stand on-site. Any damages to the stand must be reported immediately before the start of the exhibition.

For fire safety reasons, stands may not have solid ceiling constructions. The use of lifting and transport vehicles of any kind requires prior authorization from the Organizer. Any resulting damage will be the full responsibility of the exhibitor. The insertion of bolts, nails, or anchors into the exhibition hall floor is not

ALLGEMEINE TEILNAHME- und GESCHÄFTSBEDINGUNGEN für die Teilnahme an den Messeveranstaltungen, Märkten und Ausstellungen der RMT – Rheinische Messe- und Tourismus GmbH, Elfgener Platz 3, 41515 Grevenbroich (nachfolgend Veranstalter genannt) Stand Juni 2024

permitted. Any changes to the flooring require prior approval and will be fully the responsibility of the exhibitor for any resulting damages. Circular saws and similar equipment that produce dust and shavings during stand construction may only be used with dust collection systems. For outdoor areas, stand plans with floor plans and elevation sketches must be submitted in duplicate to the Organizer at least six weeks prior to the start of the event. This deadline must be strictly observed by the exhibitor or their contracted stand construction company to ensure processing by the Organizer. If plans are submitted late, the Organizer reserves the right to prohibit stand construction. In such cases, the exhibitor is not entitled to withdraw from the contract and remains fully liable for the participation fee as well as any additional damages incurred by the Organizer. The setup and decoration of the stand is the responsibility of the exhibitor, who must consider the character and visual appearance of the event. The Organizer may require changes to stand design if necessary, provided such changes are reasonable and not disproportionately burdensome. Exhibition items that cause significant disruption (e.g., due to appearance, odor, noise, vibrations) or endanger or disturb other exhibitors, attendees, or exhibits must be removed immediately at the request of the Organizer. This obligation applies even if the Organizer was informed of such characteristics in advance and approved participation. If the exhibitor fails to comply promptly, the Organizer may remove the items at the exhibitor's expense and risk, or close the exhibitor's stand, with no right to claim compensation. All stand materials, equipment, and exhibits must be fully removed by the end of the official dismantling period, and the stand area must be returned to its original condition. No items may be left behind. If the exhibitor fails to comply, the Organizer is entitled to remove and dispose of any remaining items and charge the exhibitor for all resulting costs, including labor, transport, and disposal of waste, bulky items, and hazardous materials. If the Organizer's own staff are involved, costs will be determined at the Organizer's reasonable discretion. If costs are caused by multiple exhibitors, they will be shared fairly among them. In addition, a contractual penalty of €1,500 plus VAT is agreed for each violation of the provisions in this section 8. This penalty is payable in addition to cleanup/disposal costs. Exhibitors are requested to use environmentally friendly and reusable materials when constructing and outfitting their stands.

9. Warranty

Complaints regarding any defects in the stand or exhibition space must be reported to the Organizer immediately upon takeover, but no later than one hour before the opening of the first day of the exhibition, so that any issues can be remedied. Complaints submitted later cannot be considered and do not entitle the exhibitor to any claims against the Organizer.

9a. Compliance with Official Regulations

Notwithstanding these General Terms and Conditions of Participation, the exhibitor is fully responsible for complying with all official and legal regulations, including those relating to occupational and health safety (e.g. hygiene regulations). In the event of a violation, the exhibitor shall be fully liable.

10. Demonstrations / Advertising at Stands / Advertising Spaces

All types of demonstrations (e.g. machine operation, slide shows, film or sound presentations, fashion shows) require prior written approval from the Organizer. Even if prior approval has been granted, the Organizer is entitled to restrict or prohibit demonstrations that cause noise, visual disturbances, dust, emissions, or vibrations, or that otherwise interfere with or endanger the exhibition operation. Acoustic advertising also requires the Organizer's prior written consent and must be conducted in a way that does not disturb neighboring exhibitors. The use of stationary or mobile electronic advertising aids, walking around with or transporting advertising materials, and the distribution of flyers, stickers, and samples outside the rented booth area (e.g. in aisles and entrances) are subject to explicit approval by the Organizer. It is prohibited to affix company names or advertising to walls, columns, or in front of/next to the rented exhibition stand. Stickers may not be placed anywhere in the exhibition space. The Organizer reserves the right to remove, cover, or otherwise restrict at the exhibitor's expense and risk any advertising that violates these regulations.

10a. GEMA (German Performance Rights Organization)

For any kind of musical performance or playback, permission from GEMA (Society for Musical Performing and Mechanical Reproduction Rights) is required in accordance with German copyright law. Unregistered music playback may result in claims for damages by GEMA (§97 Copyright Act).

GEMA contact for NRW:
GEMA – Bezirksdirektion NRW
P.O. Box 10 13 43, 44013 Dortmund, Germany
Phone: +49 231 577 01-200
Fax: +49 231 577 01-230

In addition, acoustic and visual demonstrations also require the Organizer's approval. Approval is only granted on the condition that the maximum permissible noise level of 70 decibels at the stand boundary is not exceeded and the operation of neighboring stands is not disrupted. If these rules are repeatedly violated, the Organizer may cut off the power supply to the exhibitor's stand, regardless of the resulting loss of booth functionality. The exhibitor shall not be entitled to compensation for any direct or indirect damages resulting from such a power cut. The burden of proof for compliance lies with the exhibitor. Flashing or rotating advertising devices, as well as scrolling messages at the stand boundary, also require the Organizer's approval. Apart from that, any type of advertising is permitted within the rented stand space, provided that it is not intrusive, does not violate any laws or moral standards, and does not have ideological or political content.

11. Technical Facilities

The Organizer is responsible for general lighting and heating of the exhibition areas. Power connections for alternating current (230 V) can be used for a fee. All electrical devices and systems must comply with DIN/VDE regulations and CE standards. Water connections are not provided. Displaying vehicles and installations involving open flames require the explicit written approval of the Organizer.

12. Acceptance of Exhibits

The Organizer does not accept shipments intended for exhibitors and assumes no liability for potential losses due to incorrect or delayed deliveries. Unless agreed in advance, the exhibitor is not permitted to name the Organizer as the recipient for shipments of goods, exhibition items, stand materials, promotional materials, etc. In case of a violation, the exhibitor must reimburse the Organizer for all incurred expenses, especially freight costs resulting from the acceptance or potential storage of such items. The exhibitor cannot make any claims against the Organizer for accepting shipments without checking for completeness or correctness, not reviewing freight invoices, or for inadequate storage of the goods. Storage of any kind of packaging materials in exhibition halls, stands, foyers, hallways, or stairwells is strictly prohibited due to fire safety regulations. If the exhibitor fails to remove such materials after being instructed to do so, the Organizer is entitled to have them removed at the exhibitor's cost and risk.

13. Organizer's Liability

The Organizer is only liable for intentional misconduct or gross negligence. In cases of simple negligence, liability only applies to the breach of essential contractual obligations, particularly main performance obligations. In such cases, the Organizer is not liable for consequential damages, and any liability is limited to twice the net participation fee. These liability limitations apply only to merchants and legal entities. They do not apply to the Organizer's event

liability insurance. For exhibitors who are merchants, the Organizer is not liable under any circumstances for damage or loss of items brought by the exhibitor, including booth equipment—unless otherwise mandated by law. This applies regardless of whether the damage or loss occurs before, during, or after the exhibition. The exhibitor is liable for damages caused by themselves, their employees, agents, co-exhibitors, or their exhibition goods and installations, to persons or property due to negligence or misconduct. The exhibitor agrees to comply with accident prevention regulations and safety standards in all activities.

14. Security / Theft

The Organizer provides security staff at the entrances and exits of the exhibition halls/grounds. However, due to the size of the area and the large number of people present, the Organizer cannot guarantee full surveillance or control. Each exhibitor is responsible for the security of their stand and exhibits. Security personnel can only be booked through the Organizer. Exhibitors are expressly advised that there is an increased risk to their exhibits during setup and dismantling periods. Valuable and easily portable items should always be securely stored at night. The Organizer accepts no liability for theft or damage to exhibits. Exhibitors are expressly encouraged to insure themselves appropriately against risks associated with or arising from their rental agreement.

15. Cleaning / Waste Disposal

The Organizer is responsible for cleaning the halls and aisles. Booth cleaning is the responsibility of the exhibitor and must be completed daily before the exhibition opens. Booth cleaning must be carried out exclusively by the cleaning company designated by the Organizer. Disposal of setup waste and any leftover waste (especially cardboard boxes, brochures, etc.) is at the exhibitor's expense and will be invoiced after the event.

16. Catering

Catering services within the exhibition area are exclusively managed by the Organizer or its appointed concessionaires. Selling consumable goods is not permitted without the Organizer's consent. Giving away consumable goods is permitted.

17.1 Industrial Property Rights of Third Parties

The Organizer expects all exhibitors to respect the intellectual property rights of other exhibitors. If an exhibitor displays counterfeit goods or if it is proven to the Organizer—through a court ruling—that an exhibitor has infringed the industrial property rights of another exhibitor through one or more displayed items, printed materials, advertising, or in any other way, the Organizer is entitled—but not obliged—to:

- remove the infringing items, printed materials, and advertising materials from the stand and keep them in custody until the end of the event,
- close the stand of the infringer without compensation,
- and/or expel the exhibitor and its staff from the exhibition hall.

The Organizer is also entitled to exclude the infringing party from future trade fairs without compensation. If such actions later turn out to have been unjustified, no compensation claims can be made against the Organizer unless gross negligence or intent is proven.

17.2 Food & Beverage Providers

Exhibitors who offer food and beverages, either for a fee or free of charge, are obliged to comply with all applicable food safety and hygiene laws, both European and German. They must also permit inspections by the relevant supervisory authorities, if required. Responsibility and liability for any violations lie solely with the food service provider.

18. Work and Exhibitor Passes

If individuals are found on the exhibition grounds using exhibitor passes but are not **registered as exhibitors**, the Organizer may:

- **expel the person** from the exhibition grounds,
- and **confiscate the pass**.

In the event of theft or loss of an exhibitor or work pass, this must be immediately reported to the Organizer.

19. Verbal Agreements

Any verbal agreements, individual approvals, or special arrangements are only valid if confirmed in writing by the Organizer.

20. Nighttime Access Restrictions

The night curfew begins 1 hour after the exhibition closes and ends 1 hour before it opens the next day. During this period, no persons may remain in the exhibition halls without special written permission from the Organizer. Overnight stays in the exhibition halls are prohibited.

21. Statute of Limitations

All claims by the exhibitor against the Organizer arising from stand rental or any related legal relationship expire after 3 months, unless a longer limitation period is required by law. The limitation period begins at the end of the month in which the final day of the event falls.

22. Place of Fulfillment / Applicable Law / Jurisdiction / Change of Legal Form of the Organizer

If the exhibitor is a merchant under German commercial law, a legal entity under public law, or a special fund under public law, the place of fulfillment and jurisdiction for all obligations, including payment obligations, is agreed to be Mönchengladbach, Germany. The Organizer is also entitled to bring legal action against the exhibitor at the exhibitor's general place of jurisdiction. All rights and obligations of the Organizer transfer to its legal successor, even in the event of a change in legal form. Only German law shall apply.

23. Side Agreements / Severability Clause

Any side agreements must be made in writing to be legally valid. These general participation and business terms shall remain legally binding even if individual provisions prove to be invalid. Any invalid provision is to be replaced by one that comes as close as possible to the original economic intent.