



LogiMAT 2021

Exhibition Terms & Conditions

1. Organizer

1.1. The event is organized by
EUROEXPO Messe- und Kongress-GmbH
Joseph-Dollinger-Bogen 7
80807 Munich, Germany
Phone: +49 89 323 91 259
Fax: +49 89 323 91 246
www.logimat-messe.de
logimat@euroexpo.de

1.2. Location-specific services are provided and invoiced to exhibitors directly by Landesmesse Stuttgart GmbH (Messe Stuttgart).

2. Admission

2.1. Any supplier worldwide in the market for distribution, materials handling, and information flow may apply for admission as an exhibitor. EUROEXPO Messe- und Kongress-GmbH ("EUROEXPO") decides on the admission of individual exhibitors at its own due discretion, taking into account the space capacities available for the event and the purpose and structure of the event.

2.2. The contract for the rental of space for a stand or booth ("stand") and the exhibitor's participation in the trade show or exhibition becomes legally binding only after EUROEXPO confirms the stand. Admission also represents acceptance of the contract. Contracts are always accepted early enough that exhibitors have sufficient time to adequately prepare for their participation.

2.3. If the stand confirmation differs in its content from the exhibitor's application, the contract nevertheless comes into effect in accordance with the stand confirmation unless the exhibitor objects within two weeks. Placement requests are considered to the extent possible but cannot be guaranteed and do not constitute grounds for withdrawal from the contract.

2.4. EUROEXPO is entitled to withdraw from the contract or terminate the contractual relationship without notice if admission was based on incorrect or incomplete information provided by the exhibitor or if the admission requirements on the part of the exhibitor are subsequently no longer present. EUROEXPO is not liable for any consequences or losses arising directly or indirectly from incorrect, misleading, inaccurate, or incomplete information in the statement of participation or from other communications from the exhibitor; EUROEXPO reserves the right to disregard statements of participation that contain insufficient information, are incomplete, or are submitted late.

2.5. EUROEXPO may also make changes in the allocation of space even after the rental agreement has taken effect. In particular, EUROEXPO may change the location, type, dimensions, and overall size of the exhibitor's exhibit space where necessary for reasons of security or public order if the exhibition is over-subscribed and further exhibitors have to be admitted to the exhibition or if changes in the allocation of space are necessary for more efficient utilization of the spaces and facilities needed for the exhibition. Such subsequent

changes may not exceed the scope of what is reasonable for the exhibitor, however.

2.6. Exhibitors are allowed to sublet to co-exhibitors only with the prior consent of EUROEXPO, and EUROEXPO's refusal to grant such consent does not constitute grounds for an exhibitor to terminate the contract. The fee for co-exhibitors and any other companies represented must be paid by the primary exhibitor and may be invoiced by EUROEXPO even after the end of the exhibition. The primary exhibitor bears the same liability for the culpability of its co-exhibitors and any other companies represented as it does for its own culpability.

2.7. Reference is also made to the technical guidelines and the site and usage regulations of Messe Stuttgart, which are displayed at Messe Stuttgart and also form part of the rental agreement.

2.6. Registration is subject exclusively to these Exhibition Terms and Conditions. Any conflicting or deviating terms and conditions of the registered exhibitor apply only if EUROEXPO has expressly agreed to their application.

3. Terms of payment

3.1. The confirmation of the stand location and the associated invoices that the exhibitor receives from EUROEXPO are the definitive criteria for the exhibit hall stand. All amounts are subject to statutory value added tax and payable in euros.

3.2. Invoices are payable by December 1, 2020. If the exhibitor is in arrears with payment, the statutory provisions apply. EUROEXPO can claim higher damages for payments in arrears if specifically documented, just as the exhibitor can furnish proof of lesser damages.

3.3. EUROEXPO is entitled to invoice exhibitors by email. The deadline for contesting an invoice is 14 days after its receipt.

3.4. The exhibitor is obligated to notify EUROEXPO without delay if the exhibitor enters insolvency proceedings or becomes insolvent during the contractual relationship.

3.5. EUROEXPO is entitled to assert its lessor's lien on the stand equipment and exhibits brought in by the exhibitor and to prohibit their removal for all unfulfilled obligations of the exhibitor toward EUROEXPO. The exhibitor must provide EUROEXPO with information at any time on the ownership of objects that are or will be exhibited. If the obligations towards EUROEXPO are not fulfilled within the deadline set for the exhibitor, EUROEXPO is entitled to sell the retained items by private contract after giving notice. The statutory provisions on the enforcement of liens are, to the extent legally permissible, waived. EUROEXPO is liable for damage and/or loss of objects only in the event of willful misconduct or gross negligence. Section 562a, sentence 2 of the German Civil Code (BGB) does not apply here.

4. Termination of contract by exhibitor

4.1. Exhibitors who cancel their event registration by December 1, 2020, must pay 30 percent of the stand rental fee.

4.2. Exhibitors who cancel their event registration after December 1, 2020, must pay 100 percent of the stand rental fee. (The same applies to registrations received after the official registration deadline.)

4.3. The exhibitor is always liable for costs incurred at the time of cancellation from all additional services already ordered from and invoiced by EUROEXPO (such as the event marketing fee).

4.4. Exhibitors who wish to cancel must provide EUROEXPO with a written statement to this effect. Verbal statements have no validity and do not require EUROEXPO to undertake any effort to rent the stand space elsewhere, leaving the exhibitor fully liable for the stand rental fee and all additional services already booked.

Upon receipt of the valid statement of cancellation from the exhibitor, EUROEXPO may dispose of the exhibition space otherwise. This does not release the exhibitor from its payment obligation. If EUROEXPO is successful in re-renting the space, however, the amount of rent to be paid is reduced by 70 percent (or proportionally if only part of the space is re-rented). If, however, the space not used by the withdrawing exhibitor is allocated to another exhibitor for visual reasons without EUROEXPO receiving any income from it, or if the allocated stand space (even in the case of new rentals) is rented to another exhibitor but the total space available for the exhibition cannot be rented out in full, this is not deemed to be a new rental. In any case, the exhibitor is entitled to prove that EUROEXPO has sustained no losses or only minor losses.

4.5. Technical services booked separately by the exhibitor are provided and invoiced to the exhibitor directly by Landesmesse Stuttgart GmbH (Messe Stuttgart) and its contract partners.

5. Termination of contract by organizer

5.1. EUROEXPO is entitled to terminate the rental agreement to the last known address of the exhibitor without notice and without prejudice to the continued liability of the exhibitor for the full stand rental fee and the additional charges and services incurred if the financial circumstances of the exhibitor deteriorate significantly during the term of the rental agreement and/or if insolvency proceedings against the exhibitor have been requested, opened, or discontinued for lack of assets. This also applies in the event that the exhibitor is in arrears with payments due. EUROEXPO expressly reserves the right to claim further damages in such cases.

5.2. EUROEXPO is also entitled to bar an exhibitor from the trade show while in progress if the exhibitor violates the on-site rules and regulations of EUROEXPO or Messe Stuttgart or if there are other reasons that justify termination of the rental contract without notice. In such cases, the stand rental fee is not refunded in whole or in part.

5.3. EUROEXPO is also entitled to withdraw from the contract if the exhibitor violates an obligation under this contract to respect the rights, legal assets, and interests of EUROEXPO, and if it is no longer reasonable to expect the exhibitor to adhere to the contract. In addition to withdrawing from the contract, EUROEXPO is entitled in such cases to demand that the exhibitor pay the agreed stand rental fee as a lump-sum compensation for damages. This does not affect EUROEXPO's right to claim further damages. The exhibitor may demand a reduction in the lump-sum damages if it can demonstrate the loss sustained by EUROEXPO is smaller.

6. Force majeure, cancellation of trade show

6.1. Cases of force majeure (such as natural disasters, war, officially ordered evacuation, closure, or bans) that prevent EUROEXPO from fulfilling its obligations in whole or in part release EUROEXPO from fulfilling these obligations. EUROEXPO must inform the exhibitor of this without delay unless it is also prevented from doing so by a case of force majeure.

The inability to obtain an adequate supply of auxiliary materials such as electricity or water, the presence of strikes and lockouts, the outbreak of an epidemic or pandemic, terrorist attacks, water damage, termination of or withdrawal from the contract by Messe Stuttgart, and structural changes on the part of Messe Stuttgart are all deemed equivalent to a case of force majeure, provided that they are not of a short-term nature or the fault of EUROEXPO.

In such cases, the exhibitor is refunded all or part of the stand rental and/or admission fees paid to EUROEXPO. No further claims for reimbursement or damages exist.

6.2. If the trade show is relocated, the contract is deemed to have been entered into for the new period and/or venue. The exhibitor may, however, object to the relocation within a period of two weeks after notification of the change. Claims for damages cannot be asserted on this basis.

6.3. An interruption of the trade show while already in progress due to events beyond EUROEXPO's control is not grounds for the withdrawal from the contract or the assertion of damage claims.

7. Stand use

7.1. The duration of the event is set forth in the statement of participation. During this period, unless otherwise specified in each instance, the trade show is open to visitors daily from 9 a.m. to 5 p.m. and to exhibitors daily from 8 a.m. to 6 p.m. Outside these times, visitors are not permitted to stay on the exhibition grounds unless a registered and approved evening event (such as a stand party) is taking place.

7.2. The exhibitor is obliged to use the stand for the duration of the contract in accordance with the Exhibition Terms and Conditions and to keep it sufficiently staffed at all times during the opening hours of the event (compulsory presence). The exhibitor is further obliged to use the stand in an appropriate manner with regard to its size and the exhibits displayed and in accordance with the admission criteria. EUROEXPO is entitled to verify this.

8. Stand construction

8.1. Stands may only be constructed up to 3.50 meters in height. Any stand height in excess of this requires the written approval of Messe Stuttgart. Because stand heights vary, the side of the wall facing the neighboring stand on the closed sides of the stand may not be used for advertising purposes and must be in a neutral white above a wall height of 2.5 meters. Open sides of the stand may only be closed off by walls or the like up to one-third of their length. Stands with more than 30 square meters of closed superstructure must be equipped with a sprinkler system. Stands may not be assembled, structurally altered, or dismantled during the exhibition. The organizer's stand construction guidelines apply. Nothing may be attached to stairs, hallways, or walls, and anything in violation will be removed at the exhibitor's expense.

8.2. The distribution and display of brochures and advertising material outside the rented stand—in hallways, entry areas, etc.—is subject to a fee and only permitted with the written approval of EUROEXPO.

8.3. Stickers and similar decorative material that are placed inside the stand must be attached in such a way that they can be removed easily and without damaging the partition walls. The use of sound amplification equipment is not generally permitted. Presentations in exhibition stands must be organized in such a way that avoids visual and acoustic disturbances of neighboring stands or traffic obstructions in the stand and aisle areas.

8.4. The preparation of hot food in the stands is not permitted due to the associated nuisance from odors.

8.5. For safety reasons, the aisles must not be occupied under any circumstances. The blocking off of aisles for receptions and the like is not permitted. Hanging signs, flags, etc. over aisles or laying carpeting in the aisles is not permitted.

8.6. Stand security may only be performed by companies contracted by Messe Stuttgart.

8.7. The stand must be designed in such a way that there are no angles that are difficult to monitor. Adjoining rooms may not be closed off by doors. Firing bolts and the like; hammering nails, tacks, or hooks; or fastening screws and the like into walls, doors, columns, beams, pillars, ceilings or into the floor is not permitted.

8.8. Flags, signs, etc. may only be hung from the ceilings with the written permission of Messe Stuttgart.

8.9. All materials used in setting up and furnishing the stand must be impregnated to be fireproof or otherwise made flame-retardant. This applies to flag decorations as well. During the official inspection, the fire department can ask to see the appropriate certificates and carry out random checks. Fire alarms, fire extinguishers, hydrants, and the signs on these devices must remain visible at all times.

8.10. Electrical boxes, phone jacks, gas connections, water supply and drains, compressed-air outlets, and vents must be freely accessible at all times and available to neighboring exhibitors if needed. Welding (arc or autogenous) is not permitted in the halls. Instructions are binding for the exhibitor, its sub-exhibitors, and accompanying persons.

8.11. The exhibitor is responsible for the design of the stand. The minimum requirements for stand design are the attachment of a panel with the name of the exhibiting company or product as well as floor covering and stand walls.

8.12. The technical guidelines of Messe Stuttgart apply. Also binding are the requirements and orders issued by the building supervisory authority (Bauaufsichtsamt), the independent inspection agency (technischer Überwachungsverein), the office of public order (Amt für öffentliche Ordnung), the police, the fire department, the structural engineer, the trade supervisory authority (Gewerbeaufsichtsamt) and the public health authorities.

9. Setup and dismantling

9.1. Setup can begin at 7:00 a.m. on March 4, 2021, and must be completed by 8:00 p.m. on March 8, 2021. The system stands will be accessible starting at 8:00 a.m. on March 8, 2021. Dismantling can begin as soon as the trade show is over and must be completed by 10:00 p.m. on March 13, 2021.

9.2. EUROEXPO reserves the right to modify the contractual setup and dismantling times at short notice if it has a significant interest in such measures due to special circumstances; no claim for damages can be derived from such changes.

10. Storage of packaging material

Special rooms are available to the trade show's forwarding companies to store crates, packaging material, and other empty containers. The storage of empty containers in the exhibition halls and in the safety zones is prohibited by order of the fire department.

11. Safety regulations

11.1. The exhibitor is responsible for the safety of persons in the exhibit hall stand that it constructs and/or uses. This applies especially with regard to stand safety and fire safety at special events and evening events hosted by the exhibitor.

11.2. The full width of all exits and aisles indicated in the exhibit hall map must be kept free. The exits must not be covered or obscured.

11.3. Information stands or tables may not be set up directly at entrances, exits, or stairwells. Light, loudspeakers, and other technical equipment may only be operated by the organizer.

11.4. Electricity, other energy sources, and water may only be used with the prior consent of Messe Stuttgart. Power connections are billed separately and monitored for wattage.

11.5. Hazardous and explosive materials may not be brought onto the exhibition grounds.

11.6. All radio communications on the exhibition grounds must be demonstrated to be compatible with or harmless to air traffic. The operation of Wi-Fi and laser equipment in the halls is subject to approval. The use of laser equipment outdoors is generally prohibited.

12. Guarantee and liability

12.1. Complaints concerning possible material defects of the stand or the exhibition area must be reported to EUROEXPO as soon as the exhibitor occupies the stand and no later than on the last setup day so that EUROEXPO can remedy any defects. Complaints reported after this time cannot be considered and cannot form the basis of any claims against EUROEXPO.

If EUROEXPO is unable to remedy duly reported material defects, the exhibitor is entitled only to termination without notice or to a reasonable reduction of the rental price. Any further liability on the part of EUROEXPO is excluded except where the defect is due to gross negligence or willful misconduct on the part of EUROEXPO or its agents or to the absence of a warranted characteristic. Section 536 BGB and the provisions under Section 13 herein remain unaffected.

12.2. The exhibitor is liable for any damage to persons or property for which the exhibitor or its employees, agents, exhibited items, or facilities are culpable. The exhibitor fully indemnifies EUROEXPO and Messe Stuttgart from all such third-party claims—irrespective of the type of damage claims.

12.3. If several exhibitors rent a stand together, each is jointly and severally liable.

12.4. In particular, the exhibitor is fully liable for any damage to the stand material and to the exhibition center's furnishings, floors, walls, ceilings, etc. The costs of any special cleaning or

sanitation measures needed at the respective stands after LogiMAT will be passed on to the exhibitor.

12.5. EUROEXPO has the right as organizer to enforce house rules. During the event, Messe Stuttgart and EUROEXPO representatives will supervise the rented spaces. The instructions of the supervisory staff must be followed without exception.

12.6. Any special requests that go beyond the normal scope must be approved. The augmentation of standardized stands—the attachment of display panels, the installation of lighting systems, etc.—may only be carried out by companies authorized by EUROEXPO or Messe Stuttgart.

12.7. Exhibitors who abandon or dismantle their stand prematurely will be excluded from the next LogiMAT trade show.

12.8. All exhibitors agree to forgo any parallel events inside or outside the trade show during the opening hours of LogiMAT.

13. Exclusion of liability

13.1. EUROEXPO is liable for bodily injury (losses resulting from injury to life, limb, or health) resulting from a breach of duty for which EUROEXPO, its legal representatives, or its agents are responsible, as well as for other losses resulting from an intentional or grossly negligent breach of duty by EUROEXPO, its legal representatives, or its agents.

13.2. EUROEXPO is also liable for other losses resulting from a negligent breach of essential contractual obligations by EUROEXPO, its legal representatives, or its agents; essential contractual obligations are those obligations whose fulfillment is essential for the proper execution of the contract and on whose performance the other contracting party may typically rely. EUROEXPO is liable for a breach of essential contractual obligations only when the losses are typical and not consequential, and then only up to 5 times the net rental fee, and not exceeding €100,000 per case of loss.

13.3. EUROEXPO must be notified immediately of any losses. Any claims of any kind by the exhibitor against EUROEXPO, its agents, or its employees must be made to EUROEXPO no later than 14 days after the end of the event. Claims from the exhibitor received after this deadline will not be considered. The provisions under Section 13 herein remain unaffected.

13.4. EUROEXPO is not liable to the exhibitor for loss of profit or other financial losses, provided that no intentional or grossly negligent action is involved.

13.5. EUROEXPO assumes liability only for the objects brought in by the exhibitor, its agents, or third parties for the purposes of the event if such objects suffer damage that can be proven to be due to gross negligence or willful misconduct on the part of EUROEXPO's employee, legal representative, or agent. This applies as well to tortious acts. The same applies to vehicles parked on the exhibition grounds by exhibitors, employees, or agents.

13.6. EUROEXPO is also not liable for disruptions in the use of the rental property caused by third parties. Likewise, EUROEXPO is not liable for disadvantages caused by incorrect catalog entries and services unless EUROEXPO or its agents are responsible for willful misconduct and gross negligence. Any liability for compliance with unimpeded setup and dismantling is excluded.

14. Data privacy

Exhibitors can find information on how data is used at <https://www.logimat-messe.de/en/privacy-policy>.

15. Image and audio recordings, rights of use

15.1. The exhibitor grants EUROEXPO or third parties hired by EUROEXPO the irrevocable right at no charge to make recordings of personnel, exhibits, and/or individual exhibited items during the trade show, even beyond the reporting of a current event, and to process these recordings in whole or in part and reproduce, broadcast, exhibit, and use them in audiovisual media, including in processed form, and specifically but not exclusively for advertising purposes, in all current (print, online, digital, etc.) and future media formats. These rights are open-ended and apply worldwide.

These rights also apply for the purpose of reporting through media such as radio, television, video, daily press, and industry press.

15.2. Irrespective of this, it remains the responsibility of the exhibitor to protect its own exhibits (including sketches) from unwanted image and sound recordings.

16. Expiration of claims, offset, right of retention, prohibition of assignment

16.1. All claims of the exhibitor against EUROEXPO expire six months after the end of the event unless they are based on deliberate action by EUROEXPO's legal representatives, employees, or agents. The same applies to direct claims against the aforementioned group of people. The provisions under Section 13 herein remain unaffected. The period of limitation begins on the business day following the end of the event.

16.2. The exhibitor is entitled to offset claims against EUROEXPO only if its counterclaims have been established by a final judgment in a court of law, are undisputed, or have been recognized by EUROEXPO.

16.3. The same applies to rights of retention if the exhibitor is an entrepreneur, a legal entity governed by public law, or a special fund governed by public law. If the exhibitor is not one of the above, it is entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship.

16.4. The exhibitor is prohibited from assigning its claims against EUROEXPO or EUROEXPO's employees, agents, or vicarious agents.

17. Written form, place of performance, place of jurisdiction, final provisions

17.1. Should individual provisions of these terms and conditions be found to be invalid, this does not affect the validity of the remaining provisions. To replace the invalid provisions, the parties agree to negotiate other effective provisions that most closely correspond to the economic purpose of the invalid provisions.

17.2. All agreements made between EUROEXPO and the exhibitor arising from and in connection with participation in the trade show and the rental contract are to be recorded in writing (email, fax). This also applies to amendments and additions to the rental agreement and to this stipulation of the written form. Verbal commitments made by EUROEXPO are binding only if confirmed by EUROEXPO. Any termination of the contract, statement of withdrawal, or cancellation agreement must also be in writing.

17.3. These terms and conditions are subject to the laws of the Federal Republic of Germany. The German text is authoritative for the interpretation of the Exhibition Terms and Conditions and all other terms and conditions.

17.4. The place of performance is the location of the event. The place of jurisdiction is Munich if the exhibitor is a merchant, legal entity governed by public law, or special fund governed by public law, or has no general place of jurisdiction in Germany.

18. Out-of-court settlement and notice per Section 36 VSBG

The European Commission offers an online dispute resolution platform at <http://ec.europa.eu/consumers/odr/> or <https://webgate.ec.europa.eu/odr>. EUROEXPO advises that it is not obliged to participate in arbitration procedures before a consumer arbitration board and that it does not participate in dispute resolution procedures before a consumer arbitration board.