

## General Conditions of Participation of YONTEX GmbH & Co. KG

Status: October 2023

### 1. Scope of application and contractual basis

- a) The following contractual terms and conditions shall apply to the rental of stand space, to the ordering of services from the area of "Sales & Marketing Services (SMS)" as well as to other services of YONTEX GmbH & Co. KG (hereinafter: YONTEX) ordered by the contractual partner (hereinafter also: exhibitor).
- b) These terms and conditions are part of all our offers and contracts and apply to all future business with the contracting party.
- c) Terms and conditions of the contractual partner to which we have not expressly agreed in writing shall not become part of the contract, even if we have not expressly rejected them.
- d) In the event of non-conformity, the Special Terms and Conditions of Participation of the respective event shall take precedence over these General Terms and Conditions of Participation.
- e) The exhibitor must also comply with the regulations of the respective trade fair center operator, such as the House and User Regulations and Technical Guidelines. Reference is made to the individual regulations and the places where they can be found in the respective digital registration mask or on the respective website of the trade fair center operator.

### 2. Organizer

Unless expressly stated otherwise, contracts are concluded between the exhibitor and:

YONTEX GmbH & Co KG

Lina Ammon Street 3

90471 Nuremberg, Germany

Tel. +49 911 880 80 - 700

www.yontex.com

info@yontex.com

Local Court Nuremberg HRA 19866

StNr.: 240/183/05905

### 3. Ideal sponsors and partners of the events

BrauBeviale: Private Brauereien Bayern e.V.

Thomas-Wimmer-Ring 9, 80539 Munich, Germany

drinktec: VDMA - German Engineering Federation, Food Processing and Packaging Machinery Association

Lyoner Str. 18, 60528 Frankfurt, Germany

### 4. Approved exhibitors and product range

- a. Only the registered and approved items may be exhibited. Products and services that can be classified in the specified product groups - viewable on the respective event website - can be admitted.
- b. The following can be admitted as exhibitors: Manufacturers, importers, wholesalers, sales representatives and publishers from Germany and abroad with products and services that can be classified in the specified product groups - viewable on the respective event website.
- c. Not permitted are:
  - Goods that violate the provisions of industrial property protection in Germany (e.g. plagiarism).
  - Rented and leased exhibits may not be displayed. Excluded from this are those items that are not part of the range of services offered by the exhibitor but are required for its presentation (e.g. for demonstration purposes).
  - Products manufactured using exploitative child labor as defined by ILO Convention 182.
- d. A product which may not be placed on the market of the European Union because it does not meet the legal requirements may only be exhibited if it is pointed out that it does not meet these requirements and cannot be acquired for the market of the European Union until the corresponding conformity has been established. During a demonstration, the necessary precautions must be taken to protect the safety and health of persons (Section 3 (5) of the Product Safety Act).

---



---



- e. If economic sanctions have been imposed by the EU, Germany, other EU/EEA states or the USA against the state in which the exhibitor is based or from which the exhibitor's products originate (e.g. due to wars contrary to international law, war crimes or similar), the exhibitor may be excluded from admission in whole or with regard to individual products, insofar as admission of the exhibitor is not reasonable for YONTEX or the other trade fair participants. This also applies if the economic sanctions do not prohibit participation in the event.
- f. YONTEX expressly reserves the right to make changes to approved products, renaming or approval of new or different product groups or industry segments.

## 5. Registration and conclusion of contract

- a) Registration takes place online via the YONTEX exhibitor portal. The registration in the exhibitor portal must be completed in full and is also valid without signature and stamp by sending it from the exhibitor portal.
- b) By registering, the exhibitor declares that he has a serious interest in participating in the event as an exhibitor.
- c) YONTEX will submit a placement proposal to the exhibitor in text form after the registration deadline. The placement proposal does not yet constitute a binding contractual offer by YONTEX. The placement proposal requires confirmation by the exhibitor within the reasonable period of time set for it; the confirmation of the placement proposal by the exhibitor constitutes the contractual offer from which the exhibitor may no longer withdraw after its receipt by YONTEX. The contract for the rental of the stand space and the exhibitor's participation in the trade fair or exhibition shall only be concluded upon admission by YONTEX (see item 7.).
- d) Applications received by YONTEX after the closing date may not be considered for placement/admission. The same applies to confirmations of the placement proposal by the exhibitor that are not received within the set deadline.
- e) The registration and the acceptance of the placement proposal cannot be subject to conditions and reservations; in particular, deviating placement requests shall not constitute a condition for participation. Amendments, additions and deletions of texts in the registration mask and/or in the conditions of participation as well as reservations or conditions shall only become legally effective if they are expressly confirmed by YONTEX in text form.
- f) As a rule, YONTEX confirms receipt of the application, but this does not constitute acceptance of the application.
- g) YONTEX expressly reserves the right not to process incomplete applications.
- h) When selecting, constructing and operating its stand, the contracting partner is obliged to comply with all applicable regulations under public law, in particular all local, building and trade police regulations, including the model ordinance on the construction and operation of places of assembly.

## 6. Placement and subsequent modification of the placement

- a) The placement (stand allocation) is made by YONTEX according to aspects given by the exhibition theme. The exhibitor has no claim to the allocation of a specific stand space and does not acquire such a claim by having held the same space for years. However, the exhibition management will consider special stand requests within its possibilities. YONTEX reserves the right to allocate spaces that differ in size and shape.
- b) YONTEX shall be entitled, even subsequently - after the exhibition contract has been concluded - to make changes in the stand allocation, in particular to change the exhibitor's stand area in deviation from the confirmation of admission, in terms of location, type, size and dimensions as a whole, insofar as this is necessary for reasons of safety, public order, official requirements or because the trade fair is oversubscribed and additional exhibitors must be admitted or because changes in the stand allocation are necessary for a more efficient utilization of the premises and areas required for the trade fair. Such subsequent changes, however, shall not exceed what is reasonable for the exhibitor. YONTEX shall notify the exhibitor without delay of the necessity of such a measure. If subsequent changes result in a lower participation fee, the difference shall be reimbursed to the exhibitor. Further claims against YONTEX are excluded.
- c) YONTEX is entitled to relocate entrances and exits to the exhibition grounds and halls if this is necessary due to structural changes or the occupancy of the exhibition grounds.
- d) The exhibitor must accept that at the start of the trade fair or exhibition the location of the other stand areas has changed compared to the time of admission; he cannot derive any claims from this.
- e) An exchange of the allocated stand space with another exhibitor as well as a partial or complete transfer of the stand space to third parties is not permitted without the consent of YONTEX.

---

**Brau  
Beviale**

---

**drinktec**

---

## 7. Approval

- a. The participation contract is concluded by the notification of admission, which is usually sent by e-mail and is also valid without signature. YONTEX shall decide on the admission of the registered exhibitors and co-exhibitors as well as the products at its reasonable discretion. There shall be no legal claim to admission, unless such a claim arises from the law.
- b. If YONTEX receives more applications meeting the requirement profile than exhibition space available before the expiry of the registration deadline, YONTEX shall decide at its reasonable discretion which exhibitors shall be admitted. It shall also be entitled to impose a restriction on the exhibits registered.
- c. Companies that have not fulfilled their financial obligations to YONTEX, e.g. from previous events, or have significantly violated the conditions of participation, may be excluded from admission. Several exhibitors are liable to YONTEX as joint and several debtors. . If the exhibitor/co-exhibitor disobeys the removal order, he shall pay a contractual penalty of 10 percent of the invoiced participation price for each day that such exhibits remain on the stand.

## 8. Withdrawal from the registration and partial cancellation, no-show

- a. If the contractual partner cancels, cancels part of the confirmed stand space or does not participate in the event, YONTEX shall be entitled to use the rented stand space or the cancelled part of the rented stand space for other purposes and to rent it to third parties. Cancellation declarations by the contractual partner shall always be made in writing or text form.
- b. Insofar as the contractual partner is not entitled to a mandatory statutory right of withdrawal or termination, the contractual partner shall remain obligated to pay a cancellation fee as follows even in the event of cancellation or partial cancellation:
  - The cancellation fees are
  - up to 90 days before the start of the event 50%
  - up to 30 days before the start of the event 80%
  - from 29 days before the beginning of the event 100%of the agreed stand rental for the cancelled stand space. In addition, in the event of cancellation of participation -regardless of the cancellation date - the obligatory marketing flat rate for both main and co-exhibitors at 100%.
- c. In each of these cases, the contractual partner shall have the right to prove that YONTEX has saved further expenses not taken into account in the deduction and has gained advantages as a result of the cancellation, partial cancellation or non-participation. If other free stand space is available for the event to the extent of the stand space rented to the contractual partner, the contractual partner may not, however, as a rule, plead that YONTEX has gained advantages, in particular in the form of the rent obtained, by renting or using the stand space or part of the stand space elsewhere.
- d. If a stand remains completely or partially unoccupied ("no show") by the exhibitor at the start of the trade fair, the contractual partner shall pay, in addition to the above cancellation fees, the costs demonstrably incurred by YONTEX due to the necessary rearrangement of the stand or the stand area. This shall not apply if the exhibitor is not responsible for the completely or partially unoccupied stand.

## 9. Revocation of approval by YONTEX

YONTEX is entitled to revoke the admission and to allocate the stand space to another exhibitor in the following cases:

- I. The stand area is not occupied in a recognizable manner in good time, i.e. by no later than the time stipulated in Item 10, Paragraph c).
- II. In the event of non-payment of the stand rent by the set dates, the exhibitor shall allow a grace period granted to YONTEX to expire fruitlessly.
- III. The exhibitor significantly violates the General or Special Conditions of Participation, the technical guidelines or other regulations.
- IV. The exhibitor is in serious breach of the fairground operator's domiciliary rights. The prerequisites for admission on the part of the registered exhibitor are no longer fulfilled or YONTEX subsequently becomes aware of reasons, the timely knowledge of which would have justified

---

**Brau  
Beviale**

---

**drinktec**

---

non-admission. In this case, the exhibitor shall be given sufficient opportunity to comment before revocation.

In cases iii. and iv., an unsuccessful warning or unsuccessful setting of a reasonable deadline for remedy shall be required, unless this is dispensable pursuant to § 543 para. 3 sentence 2 BGB. In all cases, YONTEX reserves the right to assert claims for damages. At the very least, in cases i. to iv. the exhibitor shall owe the respective cancellation fee in corresponding application of clause 8. The exhibitor may not derive any claims against YONTEX from the revocation of admission. The right of YONTEX to terminate the contractual relationship without notice for good cause in accordance with the statutory provisions shall remain unaffected by this clause 9.

## 10. Construction and dismantling of the stand, technical services, contractual penalty for premature evacuation

- a) All stand areas are provided by YONTEX without stand construction and without other technical services, unless expressly agreed otherwise. The exhibitor is responsible for the stand construction and design as well as for the resulting compliance with the legal regulations, the technical guidelines, the circulars and the conditions of participation. The precise details of the technical guidelines of the relevant trade fair center operators can be found on their websites.
- b) An entitlement to the allocated stand space exists only after full payment of the invoice, proof of which must be provided by the exhibitor.
- c) The set-up and dismantling times must be strictly adhered to. Detailed information on set-up and dismantling will be provided in good time. YONTEX reserves the right to issue set-up and dismantling passes or other necessary specifications for access. Unless otherwise specified, stand construction must begin no later than 12:00 noon one day before the start of the trade fair.
- d) If the rented space is not occupied by the latest time for the start of the assembly work or if no notification is made, YONTEX reserves the right to dispose of the space otherwise as of this time without further notification. The claims of YONTEX shall be calculated in accordance with item 8. Dismantling may only take place on the last day of the trade fair after the end of the opening hours for visitors. After dismantling, the original condition shall be restored.
- e) Damage caused by improper handling must be reported by the exhibitor to the
- f) YONTEX or, on the instructions of YONTEX, to the operator of the exhibition grounds. If the dismantling time is exceeded, YONTEX shall be entitled to have the stand structures cleared and stored at the exhibitor's expense and risk.
- g) Premature clearing of the exhibition stand constitutes a serious violation of these Conditions of Participation, which entitles YONTEX to no longer admit the exhibitor to future YONTEX events. In addition, a contractual penalty of EURO 2,000.00 shall be due for each culpable violation.
- h) For the purchase of energy, water, etc., the exhibitor shall conclude a separate contract with the respective provider. If this is exceptionally not the case, YONTEX will invoice the services.
- i) For certain services (e.g. forwarding, cleaning, security) within the venue, only the approved service providers - to be found in the exhibitor portal - may be commissioned.
- j) If registration with GEMA and/or other copyright associations is required for the operation of the stand, this must be carried out by the exhibitor himself.
- k) It is urgent that without loss of space is added to the neighboring stand. The allocated stand dimensions may not be exceeded under any circumstances. If the exhibitor or the stand constructor commissioned by him does not comply with the stand construction regulations or other legal provisions, he is liable for all damages resulting from the violation of these provisions.

To allow free admission for trade visitors or business partners, exhibitors will receive free e- codes. It is not permitted to transfer the invitation vouchers in return for payment. Any misuse will result in the invitation vouchers being invalidated.

## 11. Terms of payment, prepayment, lessor's lien

- a) In the case of stand rental, each square meter or part thereof will be charged in full, without taking into account rejections, supports, installation connections and the like.
- b) Invoicing may be done together with admission or at a time specified in the admission letter.

---

**Brau  
Beviale**

---

**drinktec**

---

- c) The invoice amount for the admission, as well as for other orders and services, which are ordered separately, are due for payment without deduction at the payment date stated in the invoice. Payments are to be made only to the account specified on the invoice. Bank charges shall be borne by the exhibitor.
- d) If the contracting party provides a different invoice address when registering, it authorizes the specified person/company to receive the invoice and other requests for payment. This does not release the contracting party from its payment obligation.
- e) In the event of default, the statutory interest rate of nine percentage points above the base interest rate applicable at the time of default shall apply (Section 288 (2) of the German Civil Code).
- f) The right to occupy the stand exists only upon full payment of all invoiced amounts. Proof of payment must be provided by the exhibitor.
- g) In order to secure its claims resulting from the contractual relationship, YONTEX reserves the right to assert the statutory lessor's lien. Products, stand structures and equipment may not be removed from the exhibition grounds until the exhibitor has fulfilled all claims arising from this contract; their removal is already objected to now for this case. The exhibitor/co-exhibitor shall provide YONTEX with information on the ownership of such items at any time. If an exhibitor/co-exhibitor fails to meet his payment obligations, YONTEX may, at its discretion, retain these items in whole or in part and have them sold by public auction or by private treaty at the exhibitor's expense. The statutory provisions on the realization of pledges shall be waived - insofar as legally permissible. YONTEX shall not assume any liability for damage to items retained in this manner, unless YONTEX is guilty of intent or gross negligence.
- h) If YONTEX has issued an invoice with German value-added tax to an exhibitor whose registered office is outside the Federal Republic of Germany, and if YONTEX could have issued this invoice without German value-added tax if the exhibitor had provided YONTEX with the necessary information in due time, then - YONTEX if, at the request of the exhibitor, it has issued with German sales tax
- i) invoice is replaced by an invoice without German VAT, the issuer shall pay an amount of in the amount of EUR 50.00. If the issuer wishes an invoice to be rewritten because the name, the legal form or the address of the exhibitor have changed, the exhibitor shall pay YONTEX an amount of EUR 50.00 for each change in the invoice, unless the information contained in the original invoice concerning the name, the legal form or the address of the issuer is incorrect

## 12. Online exhibitor portal, communications between the parties, text form requirement

- a) YONTEX shall provide an online exhibitor portal for each event, where the exhibitor shall set up an account and via which, on the one hand, the exhibitor shall submit his application in electronic form and, on the other hand, YONTEX shall send the exhibitor notifications in text form concerning the conclusion of the contract and its execution (e.g. stand notification, admission, invoices, etc.). The right of YONTEX to send notifications and declarations to the exhibitor via other common communication channels in text or written form shall remain unaffected.
- b) YONTEX will inform the exhibitor by e-mail each time a new document intended for the exhibitor is deposited in the Exhibitor Portal. For this purpose, the exhibitor must provide a functioning e-mail address when opening his account in the Exhibitor Portal. The exhibitor shall ensure that the inbox of this e-mail address is checked regularly and that the technical requirements for receiving the e-mail are always met. Should the e-mail address to be used change, the exhibitor shall change it in due time and independently in the portal or notify YONTEX without delay. If YONTEX suffers any damage due to the lack of or inadequate technical requirements and/or the failure to communicate a new e-mail address, the exhibitor shall be obliged to compensate YONTEX.
- c) All documents and messages shall be deemed to have been received by the exhibitor at the moment when
- a) the documents and/or messages have been deposited in the Exhibitor Portal for the exhibitor by YONTEX and YONTEX has sent a corresponding notification of the deposit of the document to the last address indicated by the exhibitor in the portal or explicitly named to YONTEX for this purpose.
- d) All legal declarations of YONTEX, their amendments and supplements shall require at least textual confirmation, even if they have already been made orally.

---

**Brau  
Beviale**

---

**drinktec**

---

### 13. Complaints

- a) The contractual partner shall immediately notify YONTEX of any defects in the stand space provided or in any other services provided by YONTEX via the service hotline.
- b) If the contractual partner fails to notify YONTEX, it shall be obliged to compensate YONTEX for the resulting damage. Insofar as YONTEX was unable to remedy the situation as a result of the failure to notify, the contractual partner shall not be entitled to derive any rights from the defects.

### 14. Subletting, Co-exhibitor, Prohibition of Assignment

- a) The contractual partner shall not be entitled, without the permission of YONTEX, to let a third party use the stand assigned to it, in whole or in part, in particular to sublet it or to accept orders for other companies, unless the third party is a registered co-exhibitor approved by YONTEX (= who appears at the contractual partner's stand with its own personnel and its own product range).
- b) The contractual partner shall inform YONTEX about the person of the third party in text form in due time before the start of the event and obtain the permission of YONTEX. The contractual partner shall be fully liable to YONTEX for the fulfillment of the exhibitor obligations by the third party.
- c) Co-exhibitors and a represented company are only those companies that have been expressly registered as co-exhibitors by the contractual partner and approved by YONTEX.
- d) The contractual partner is prohibited from assigning any claims against YONTEX to third parties.

### 15. Restriction of set-off and right of retention

- a) Offsetting against counterclaims of the contractual partner is only permitted if these claims are recognized, undisputed, legally established or ready for decision. The contractual partner's right to offset shall be unrestricted insofar as its offset claim is synallagmatically linked to the main claim.
- b) The contractual partner shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

### 16. Trademark and product piracy

It is prohibited to exhibit products or offer services at a YONTEX event, the manufacture, marketing, distribution, possession or advertising of which violates laws on the protection of intellectual property or industrial property rights. It is the responsibility of the exhibitor to secure copyrights or other industrial property rights to the exhibits. If an exhibitor/co-exhibitor submits to YONTEX an enforceable court decision, such as an injunction, prohibiting another exhibitor from manufacturing, marketing, distributing, possessing or advertising all or some of the products or services exhibited by him, YONTEX shall be entitled to terminate the existing participation agreement with this exhibitor without notice for good cause and to close his stand immediately by way of self-help. The exhibitor/co-exhibitor affected by these measures will be excluded from participation in the following YONTEX events.

YONTEX shall lift the aforementioned sanctions if it is proven by the exhibitor/co-exhibitor concerned that the enforceable court decision leading to the imposition of the sanctions has itself or only with regard to the enforceability been revoked or modified in such a way that the Requirements for termination, stand closure and exclusion from further trade fairs no longer exist. Insofar as YONTEX adopts measures or regulations for the protection of intellectual property or industrial property rights during the duration of the YONTEX event and an exhibitor/co-exhibitor who is accused of infringing the corresponding rights of another exhibitor through exhibits exhibited or offered by him at BrauBeviale/drinktec ignores these measures or does not submit to the regulations, YONTEX shall be entitled to exclude this exhibitor from participation in the subsequent BrauBeviale/drinktec trade fairs. Claims for damages by the participating exhibitors against YONTEX due to the contractual implementation of the measures described above are excluded, except in cases of intent or gross negligence.

### 17. Cancellation, postponement, interruption, closure of the event

- a) After conclusion of the contract, YONTEX shall be entitled to cancel, postpone, shorten, terminate, interrupt or close the event in whole or in part if the performance of the event at the venue and/or at the time of the event is impossible in whole or in part (pursuant to Section 275 (1-3) of the German Civil Code (BGB)) or if there is a valid reason and YONTEX or its vicarious agents are not responsible for the valid reason. The interruption

---

**Brau  
Beviale**

---

**drinktec**

---

shall include the possibility of postponing the end of the event in order to compensate for the interruption in whole or in part.

- b) Good cause within the meaning of Section 17. a). exists,
- if there are sufficient indications that the implementation or continuation of the event will result in an unacceptable concrete danger to life, limb or health, or
  - if there are sufficient indications that the holding or continuation of the event will result in a concrete danger of considerable damage to property, or
  - if, due to a natural event, war, pandemic, epidemic, terrorist threat or attack, labor dispute, restriction of traffic, supply and/or communication links, unexpected restriction of the usability of the event areas, travel restrictions, official orders, official recommendations or requirements or force majeure, the implementation or continuation of the event as a whole or in parts is significantly impaired or such a significant impairment is imminent. A significant impairment is deemed to exist if the event cannot be held as planned and therefore the purpose of the event for visitors, exhibitors and organizers cannot be achieved or can only be achieved with significant restrictions.
- c) After conclusion of the contract, YONTEX may further cancel the event up to 8 weeks before the start of the event if, due to the cancellation of other exhibitors, more than 60 % of the rented stand space or more than 60 % of the registered exhibitors (incl. co-exhibitors) are lost compared to the registration status at the time of the general dispatch of the admissions/stand space confirmations, therefore the industry can no longer be represented in essential parts with the event and therefore the purpose of the event cannot be achieved for visitors, exhibitors and organizers or can only be achieved with significant restrictions.
- d) YONTEX shall decide whether to take a measure and which measure to take in accordance with item 17. a) or 17. c) at its reasonable discretion, also taking into account the legitimate interests of visitors and exhibitors. If the execution of the event is altogether impossible according to § 275 BGB, YONTEX shall always be entitled to cancel the event in any case.
- e) YONTEX shall immediately inform the exhibitors concerned of any measure taken pursuant to item 17. a) or 17. c).
- f) If the event is cancelled prior to its commencement in accordance with item 17. a) or 17. c), YONTEX and the exhibitor shall be released from their mutual contractual obligations to perform. The exhibitor shall be reimbursed for any stand rent already paid and any other remuneration components.
- g) If the event is cancelled, interrupted, shortened or closed after its start in accordance with item 17. a), YONTEX shall be released from its contractual obligation to perform from this point in time or for the interruption period. The stand rental fee shall be reduced in proportion to the duration of the event as compared to the planned total duration of the event. The reduction of the stand rent is excluded in the event of an insignificant shortening or interruption of the event of up to 15% of the event duration. If the interruption is compensated by postponing the end of the event, there will be no reduction in the stand rent. Any excess stand rent paid will be refunded to the exhibitor.
- h) If the event is shortened or postponed prior to its commencement in accordance with item 17. a) without the exhibitor's consent and if, as a result, the exhibitor is no longer interested in participating in the event, the exhibitor may withdraw from the contract. The withdrawal may only be declared to YONTEX in text form without delay, but no later than 14 days after notification of the postponement or shortening. If the exhibitor declares withdrawal in due time, item 17. f) shall apply accordingly.
- i) If the event is only partially (e.g. with regard to a specific hall) cancelled, interrupted, shortened, postponed or closed, the legal consequences of items 17. f) to h) shall apply accordingly only with regard to the exhibitors directly affected by the measure pursuant to item 17. a). The exhibitors of the parts of the event that take place unchanged remain obliged to pay the full stand rent.
- j) The exhibitor may not assert claims for damages or reimbursement of expenses due to a measure pursuant to item 17. a) or 17. c); this shall not affect - however, subject to the restrictions set forth in item 22 - claims of the exhibitor due to impossibility for which YONTEX or one of its vicarious agents is responsible pursuant to § 275 BGB.
- k) Any further rights of YONTEX arising from a disturbance of the basis of business pursuant to § 313 BGB shall remain unaffected by this clause 17.

---

**Brau  
Beviale**

---

**drinktec**

---

## 18. Advertising, booth party, serving food and drinks,

- a) Advertising of any kind is only permitted within the stand allocated to the exhibitor. Advertising measures outside the allocated stand area (e.g. outdoor advertising, walking acts, etc.) are subject to approval and must be applied for exclusively via the official YONTEX forms (see exhibitor portal).
- b) In the event of unauthorized distribution of printed matter and advertising material outside the stand area, YONTEX will charge the costs incurred for removal and disposal to the company causing the problem.
- c) The organization of a stand party is subject to registration and approval. The respective guidelines and registration conditions stored accordingly in the exhibitor portal apply.
- d) YONTEX reserves the right to restrict or revoke all approvals insofar as it deems this to be in the interest of maintaining orderly exhibition operations. Advertising measures that violate legal regulations or offend common decency or are of an ideological or political nature are prohibited within the exhibition grounds.
- e) Booth and exhibit signage, company logos and trademarks must not exceed the specified height. All demonstrations and presentations, as well as all forms of visual, moving or acoustic advertising, must not cause a nuisance to other event participants, cause crowding of visitors leading to congestion in the aisles, or drown out the fair's own public address systems in the halls. The volume must not exceed 60 dB(A) at the stand boundary.
- f) YONTEX is entitled to restrict or prohibit those performances that cause noise, visual nuisance, dirt, dust, vibrations or other emissions or for other reasons lead to a significant impairment of the event or of event participants.
- g) Musical performances are subject to a fee (see also "Important Information with the Technical Guidelines" of the respective event).
- h) Flashing, spinning or fast-moving advertising media and ticker tape on the stand perimeter are not permitted.
- i) The distribution of food and beverages against payment by the exhibitor as well as external catering service providers who are not partners of YONTEX or the participating event venues is not permitted at the events (including the exhibitor's stand); this does not include the distribution of food and beverages free of charge for the purpose of serving customers on the exhibitor's rented stand space. It is mandatory to comply with the hygienic and legal regulations in this regard.
- j) Catering at the stand is the responsibility of the exhibitor. The exhibitor must apply to the responsible office for any necessary permission in accordance with § 12 of the German Restaurant Act (Gaststättengesetz) for the serving of food and beverages.
- k) The statutory provisions, in particular those relating to the protection of non-smokers, must be observed. It is possible to commission the contract caterers operating on the exhibition grounds with the catering of the stand.
- l) Delivery to exhibition stands, in particular from outside the exhibition grounds, is only possible to a limited extent. Yontex is entitled to deliver the stand only to certain times to be allowed.
- m) YONTEX shall be entitled to enter the stand in order to check compliance with the aforementioned regulations. It shall also be entitled to remove, cover or otherwise prevent advertising that violates the aforementioned regulations at the expense and risk of the exhibitor/co-exhibitor.

## 19. Consent to film, image and sound recordings

The contractual partner shall permit YONTEX to make or have made and use film, image and sound recordings as well as drawings of exhibition stands and individual exhibits for the purpose of documentation or for own publications, in particular also on the Internet and for advertising purposes. The permission of use, which is unlimited in time, includes in particular the production, publication, duplication, exploitation and processing/modification and is thus also unlimited in terms of subject matter.

Visual and acoustic recordings are only permitted to the exhibitor during the opening hours within his own stand. The exhibitor must apply to Yontex for film/photo permission for recordings beyond this.

Yontex or a service provider commissioned by it shall be entitled to make visual and acoustic recordings throughout the exhibition grounds and to use them for its or general publications, while respecting the right of persons depicted to their own image. With regard to his stand, the exhibitor shall grant YONTEX, to the extent necessary for this purpose, the use of all industrial or other property rights to which he is entitled under his own or third-party law - with the exception of the right to his own image - and warrants that he is entitled to make such a grant. If applicable the exhibitor shall ensure such a grant in due time and at his own expense or shall draw YONTEX' attention to the

---

**Brau  
Beviale**

---

**drinktec**

---

fact if such a grant is not available. In this respect, the exhibitor shall indemnify YONTEX against any claims by third parties and claims for damages.

## 20. Smoking ban

There is a general ban on smoking throughout the exhibition grounds. Smoking is permitted exclusively in the specially designated areas.

## 21. Guarding

The general guarding of the entrances, halls and the outdoor area will be taken over by YONTEX. The exhibitor is responsible for guarding the stand and its products during the event days (visiting hours) as well as during the entire set-up and dismantling period. Appropriate guards can only be requested from the guard company approved by YONTEX or by the fairground operators; the costs are to be paid directly to them. The general guarding assumed by YONTEX does not extend the limited liability of YONTEX described in clause 22 below.

## 22. Limitation of liability

YONTEX shall be liable without limitation only for bodily injury (injury to life, body or health) resulting from a breach of duty for which YONTEX, its legal representatives or vicarious agents are responsible, as well as for damage resulting from an intentional or grossly negligent breach of duty by YONTEX, its legal representatives or vicarious agents.

In addition, YONTEX shall be liable for other damages based on a negligent violation of cardinal obligations or essential contractual obligations by YONTEX, its legal representatives or vicarious agents. In these cases, YONTEX shall only be liable if the damages are typical damages and not consequential damages, and then only up to the amount of five times the participation fee, but not more than € 100,000 per damage event; otherwise, liability due to negligence shall be excluded; this limitation of liability shall only apply vis-à-vis companies, legal entities under public law and persons under special funds under public law. YONTEX shall under no circumstances be liable to exhibitors/co-exhibitors who are entrepreneurs, legal entities under public law or special funds under public law for damage and loss to the goods brought in by the exhibitor/co-exhibitor or to the stand equipment. In this respect, it is irrelevant whether the damage and losses occur before, during or after the trade fair. The same applies to vehicles parked on the exhibition grounds by exhibitors, co-exhibitors, employees or agents. Liability regardless of fault due to initial defects of the exhibition grounds or the provided stand space is excluded.

## 23. Insurance

The contracting partner is generally obliged to provide sufficient insurance cover himself. The conclusion of an exhibition insurance policy to cover the transport and sojourn risk is recommended and can be arranged by the exhibition center operator via a framework agreement.

## 24. Heating, lighting, electricity and water connection

YONTEX will provide general air conditioning and lighting for the halls. If connections for electricity and water are required, these must be ordered in the exhibitor portal. Installation and consumption are at the exhibitor's expense. All installations up to the stand connection may only be carried out by companies approved by the exhibition management. All orders will be placed with these companies through the intermediary and with the approval of the Exhibition Management and they will issue the invoice for installation and consumption directly in compliance with the standard rates announced by the Exhibition Management.

The permanently installed connections for electricity and telephone - the exhibitor must obtain information on the location from the trade fair management before placing the order - are also available to neighboring stands if required. If supply lines have to be covered due to the risk of tripping, the respective customer must bear the costs. No claims for compensation can be derived from this. If water is supplied, the neighbor concerned must be informed. The stand owner is liable for all damages caused by uncontrolled withdrawal of energy. YONTEX assumes no liability for an interruption or power fluctuation of the supply systems or special connections. The fire and trade police safety regulations must be observed without fail (see in the Online Service Center).

## 25. Cleaning and disposal

YONTEX will provide cleaning of the grounds, halls and aisles. Cleaning of the stands is the responsibility of the exhibitors and must be completed daily in the evening by 7:00 p.m. at the latest or in the morning by the start of the

---

**Brau  
Beviale**

---

**drinktec**

---

trade fair. Stand cleaning can only be done by the exhibitors themselves or contracted to the official service partner company. In addition to stand cleaning, exhibitors are responsible for the daily disposal of waste from their stand areas during the event and for the disposal of waste generated during set-up and dismantling. To fulfill the aforementioned obligations of exhibitors, YONTEX will contract an official service partner for proper waste disposal. The disposal of production waste and exhibition stands is excluded from this.

The requirements of the German Commercial Waste Ordinance (Gewerbeabfallverordnung) will be met during disposal by the service provider commissioned by YONTEX. The disposal costs incurred for this are covered for the exhibitors by the waste disposal flat rate in accordance with Item 6 of the Conditions of Participation. The regulations on waste management in accordance with Item 6.1. of the "Important Information with the Technical Guidelines" remain unaffected in all other respects.

## 26. Limitation

All claims of the exhibitor against YONTEX in connection with participation in the trade fair shall become statute-barred six months after the end of the month in which the closing day of the respective event falls. This shall not apply to claims for damages due to bodily injury (damage resulting from injury to life, body or health) based on a breach of duty for which YONTEX, its legal representatives or vicarious agents are responsible, as well as to claims for damages due to an intentional or grossly negligent breach of duty on the part of YONTEX, its legal representatives or vicarious agents.

## 27. House right

YONTEX exercises - as does the site owner - domiciliary rights on the entire venue during set-up, running time and dismantling.

## 28. Place of performance and jurisdiction

The place of performance and jurisdiction shall be Nuremberg if the contractual partner is a merchant or a legal entity under public law or a special fund under public law. If the contractual partner is a merchant, a legal entity under public law or a special fund under public law or if the contractual partner has no general place of jurisdiction in the Federal Republic of Germany, Nuremberg shall be agreed as the place of jurisdiction. German law shall apply exclusively. However, YONTEX reserves the right to assert its claims before the court of the place where the exhibitor has its registered office.

## 29. Privacy

Personal data collected from or provided by the exhibitor may be used for the fulfillment of YONTEX's business purposes within the scope of the statutory data protection regulations.

YONTEX and its affiliated companies as well as its foreign representatives are also entitled to use this personal data in order to regularly inform about services of YONTEX and its affiliated companies as well as its foreign representatives by letter, e-mail, telephone or fax. The exhibitor may object to future advertising at any time. An overview of these companies and foreign representations, some of which are located outside the European Union (EU) and the European Economic Area (EEA), can be requested from YONTEX.

The exhibitor shall ensure the prerequisites under data protection law for the aforementioned uses by taking appropriate measures (e.g. consent of its employees). The exhibitor shall be liable to YONTEX for damages and expenses resulting from the violation of this obligation and shall indemnify YONTEX upon first request against corresponding claims of third parties.

In all other respects, the privacy policy of YONTEX applies, available on the Internet at [www.yontex.com/data](http://www.yontex.com/data).

## Severability clause

Should the conditions of participation be partially legally invalid or incomplete, this shall not affect the validity of the remaining provisions or of the contract. In this case, the parties undertake to replace the invalid provision with such a provision or to fill the gap with such a provision with which the economic purpose pursued by the parties can be most closely achieved. In the event of non-conformity, the Special Conditions of Participation shall take precedence over the General Conditions of Participation.

---

**Brau  
Beviale**

---

**drinktec**

---