

TRADE FAIR AND EXHIBITION REGULATIONS

Trade fair and exhibition regulations of L65 Betriebs GmbH governing Im Welterbe 10 45141 Essen, governing the contractual relationship between L65 Betriebs GmbH and its clients for events at CIC Berlin in the B2B sector.

1. Scope of application

- 1.1. These Trade Fair and Exhibition Terms and Conditions (hereinafter referred to as “Exhibition Terms”) shall apply to all contracts between L65 Betriebs GmbH (hereinafter referred to as “Operator”) and the organizers concerning the organization of trade fairs, exhibitions and congresses, where exhibition stands are typically set up as single-story (system) stands.
- 1.2. The Exhibition Terms shall apply in addition to all event contracts that fall within the scope of Section 1.1., incorporating the Operator’s the General Terms and Conditions for Events (GTC). In the event of conflict between the GTC and these Exhibition Terms, the Exhibition Terms and Conditions shall take precedence.
- 1.3. The Exhibition Terms shall apply to companies, merchants, individuals acting commercially, public law entities, and special assets under public law (enterprises). These shall also apply to all future contractual relationships with these parties as per Section 1.1.
- 1.4. Additional or conflicting terms and conditions of the contracting partner (hereinafter referred to as “Organizer”) shall only apply if the Operator has expressly acknowledged them in writing.
- 1.5. If deviating agreements are made with the Organizer in the contract or in an annex to the contract, these agreements shall always take precedence over the corresponding provision within these Exhibition Terms.

2. Rights and obligations of the Operator

The Operator shall make the areas specified in the offer available to the Organizer on a rental basis for the purpose of hosting its trade fair, conference, exhibition and/or congress. In this regard, the General Terms and Conditions for Events (GTC) of the Operator shall apply in full.

3. Allocation and design of exhibition areas

- 3.1. The Operator shall provide the Organizer with a plan based on the event and exhibition profile, indicating the available stand areas. Special requests from the Organizer will be considered where possible. However, there is no entitlement to the fulfillment of such requests.
- 3.2. There may be minor deviations within the specified stand dimensions. These deviations may arise, among other things, from varying wall thicknesses of stand partitions. Pillars, wall projections, ceiling beams, partition walls, distribution boxes, fire-fighting equipment, and other technical installations are part of the allocated stand area. Therefore, only the local measurements shall be deemed valid with regard to the location, layout, dimensions, and any installation within the stand area.
- 3.3. The Organizer shall mark the stand areas using the plan referred to in Section 3.1.
- 3.4. The marking of the stand areas may also be carried out by the Operator, subject to reimbursement of costs by the Organizer.
- 3.5. The Operator and the Organizer may, by mutual agreement, modify the location of the exhibition areas at short notice if this is necessary to achieve the purpose of the event. This shall also apply in particular if the Organizer is required to conduct the event in a format different from the one originally planned (e.g., hybrid or digital event), for example due to official orders, an increased risk situation or to fulfill the Organizer’s obligations regarding the duty of care and protection towards its contractual partners.
- 3.6. Unless the Operator is not at fault, claims against the Organizer arising from deviations from the stand confirmation issued by the Organizer shall be excluded.

4. Rights and obligations of the organizer

- 4.1. The Organizer shall bear the organizational and financial responsibility for the events mentioned in Section 1.1.
- 4.2. Accordingly, the Organizer is responsible for the diligent selection of exhibitors participating in the event as outlined in Section 1.1. In particular, it is the Organizer's responsibility to ensure that the exhibitors approved by the Organizer comply with these Exhibition Terms.
- 4.3. For this purpose, the Organizer must enter into appropriate contractual agreements with its exhibitors. These agreements shall in particular obligate the exhibitors to adhere to these Exhibition Terms and "Safety Regulations for Events" of the Operator, which are attached to the offer, in a binding manner. The Organizer shall inform the exhibitors that the installation of exhibits, stand elements, etc. outside the stand area shall only be permitted with the prior written consent of the Operator.
- 4.4. In the event that the Organizer violates Section 4.3 and thereby causes any damage to the Operator, the general liability provisions set forth in Section 6.3 shall apply to the Organizer.

5. Stand Safety

- 5.1. Exhibition stands, including the facilities and exhibits as well as advertising materials, shall be constructed in such a way that the lives and health of event participants, subcontractors and other individuals involved in the event as well as general safety and order are not endangered. The respective exhibitor shall be responsible for the structural safety of the stand and shall provide proof of compliance. The Organizer shall ensure that the necessary proof is obtained in a timely manner before the event begins and shall be obligated to provide these proofs to the Operator for verification.
- 5.2. If there are any doubts regarding the stand's safety, the Operator shall be entitled to commission a structural assessment. The costs for this assessment shall be borne by the Organizer.
- 5.3. The Operator shall prohibit the operation of an exhibition stand, either in whole or in part, in the interest of event participants, if identified safety deficiencies are not rectified before the event begins. The Operator shall inform the Organizer of the safety deficiencies immediately upon becoming aware of them and shall set a reasonable deadline for the rectification of the deficiencies. The reasonableness of the deadline shall be determined on a case-by-case, taking into account the time of discovery of the deficiency in relation to the start of the event.

6. Liability and Insurance of the Organizer

- 6.1. In connection with the event, the Organizer shall take out liability insurance for personal injury and property damage in accordance with Section 19.6 of the GTC.
- 6.2. The Organizer shall be liable for all damages incurred by the Operator in connection with the event, insofar as these are attributable to the Organizer, its employees or other vicarious agents.
- 6.3. If individuals other than those named in Section 6.2, particularly event visitors, cause damage to the Operator, the Organizer shall be liable to compensate the Operator if the Organizer is at fault. This also applies particularly to damage caused by exhibitors. Specifically, the Organizer is at fault for failing to inform exhibitors about the Exhibition Terms and the Safety Regulations for Events, as well as for violations of sections 4.2 and 4.3 of these Exhibition Terms.
- 6.4. The Organizer shall indemnify the Operator against all claims for damages asserted by third parties against the Operator in connection with the event, insofar as such claims are attributable to the Organizer or its employees or other vicarious agents. This indemnity obligation shall also extend to any official fines and administrative penalties that may be imposed or asserted against the Operator as such in connection with the event.
- 6.5. The indemnity obligation pursuant to Section 6.4 shall also cover all claims asserted by third parties against the Operator due to infringement of copyrights or rights to one's own image in the production and use of photographic and film material by the Operator for its reference purposes.

7. Liability of the operator

The liability provisions of the Operator are governed in full by Section 20 of the GTC.

8. Withdrawal

The rights of withdrawal of the Operator and Organizer are governed by Sections 21 and 22 of the GTC.

9. Force majeure

- 9.1. In accordance with Section 21.1 of the GTC, force majeure, as defined by the highest court rulings, constitutes an external event that bears no operational connection and cannot be averted even with the utmost care that could reasonably be expected (Federal Court of Justice [BGH], judgment of 16.05.2017, ref. X ZR 142/15). In the event of force majeure, both contracting parties shall be released from their obligations. The costs for services already rendered by the Operator prior to the occurrence of the force majeure event shall be borne by the Organizer.
- 9.2. In addition to Section 21.2. of the GTC, the failure of one or more exhibitors shall under no circumstances be deemed an event of force majeure. Such occurrences shall fall within the Organizer's sphere of risk.

10. Change of Event Format

- 10.1. In addition to Section 3.5 of the Exhibition Terms, the Operator and the Organizer may, by mutual agreement, change the event format from an in-person event to a hybrid or digital format if necessary for the feasibility of the event due to official orders, an increased risk situation, and/ or the Organizer's duties of care and protection.
- 10.2. If the event format is changed for events covered in Section 1.1. of these Exhibition Terms, the parties shall determine the new price, taking into account their mutual interests and respective possibilities. The rental costs shall be reduced in proportion to the decrease in rental space. The Operator shall calculate the new costs specifically and individually and communicate them to the Organizer. If no agreement is reached in the format adjustment, the Organizer shall, at a last resort, cancel the event. In this case, the cancellation provisions set forth in Section 21.5. of the GTC shall apply.
- 10.3. The event adjustment shall be communicated in writing to the Operator no later than 30 days before the event. The Organizer shall be responsible for being aware of any applicable official prohibitions affecting the event venue and the relevant event period. Upon request, the Operator shall inform the Organizer accordingly.

11. Data protection and Data Security

- 11.1. The data protection provisions pursuant to Section 28 of the GTC shall apply. If, in addition, the Operator processes personal data of right of third parties (in particular, exhibitors), such processing shall be carried out in compliance with the applicable statutory provisions of the Federal Data Protection Act (BDSG), German Digital Service Act (DDG) and the General Data Protection Regulation (GDPR). For this purpose, the Organizer and the Operator shall enter into a data processing agreement (AV).
- 11.2. The principles of data security pursuant to Section 29 of the GTC shall apply.

12. Photo and Film recordings

- 12.1. Audio recordings, film recordings, image recordings as well as other analog and digital recordings and transmissions of the event of all kinds (in particular live streaming via social media channels, the internet, TV, loudspeakers, etc.) require, in addition to the consent of the respective copyright and related rights holders, the prior written consent of the Operator. In particular, any approved audio film, or image recordings shall not infringe upon privacy or intimate sphere of the individuals depicted. The Operator may make its consent conditional upon the payment of an additional fee to be individually agreed upon. If the Organizer culpably violates sentence 1 or 2, the Operator shall be entitled to a contractual penalty of € 3.000 for each culpable infringement. The Organizer retains the right to prove that a lesser loss has occurred. Any further claims for damages by the Operator remain unaffected.
- 12.2. The Operator has the right to take or have taken film and image recordings that depict the Organizer or its employees as incidental subjects and/ or objects (such as exhibition stand structures) before during, and after the event for the purposes of documentation, self-publication for reference purposes, and for the execution of hybrid events, unless the Organizer expressly objects in writing to the Operator no later than two weeks before the event. The reference use described in sentence 1 includes both analog and digital reference use on the internet, including streaming and social media platforms (e.g. YouTube, Facebook, and Instagram).
- 12.3. For the film and photo recordings pursuant to paragraph 2, the Organizer ensures that all necessary consents and approvals of the affected individuals have been obtained. Furthermore, the Organizer shall indemnify the Operator against all claims asserted by third parties against the Operator due to infringement and personal image rights in connection with the creation and use of film and photographic material by the Operator for the reference purposes. This indemnification also includes legal and ancillary costs.
- 12.4. As an alternative to Section 12.2. and subject to mutual agreement, the Organizer shall provide the Operator with photographs or video recordings to be used for documentation and/or reference purposes, provided that the Organizer and/or participants are depicted in the photographs or video recordings only as incidental subjects. In this case, the Organizer grants to the Operator a non-exclusive right to use, reproduce, and make publicly accessible the photographs and video recordings exclusively for reference purposes. The Operator shall obtain a corresponding usage right from the commissioned photographer to ensure the transfer of the photographs and/ or video recordings to the Operator. Section 13.3. sentences 2 and 3, shall apply accordingly.
- 12.5. For the current news coverage, representatives of the press, radio, and television shall be admitted in accordance with applicable security regulations and subject to the prior written consent of the Operator.

13. Advertising

- 13.1. The organizer is obligated to coordinate any advertising measures in advance with the Operator. The Operator reserves the right to prohibit certain advertising measures on a case-by-case basis if they infringe upon the legitimate interests of the Operator. In such cases, the Organizer is not entitled to implement the respective advertising measure.
- 13.2. Intrusive or inappropriate advertising that does not align with the event's context must be avoided. The use of neon or flashing text and company logos is only permitted with the prior written consent of the Operator. Optical, moving, and acoustic advertising media are only allowed if they do not cause disturbances to visitors, individual exhibitors, other tenants on the CIC Berlin premises, or neighboring properties.
- 13.3. The Operator is entitled to remove or prevent any advertising that does not comply with these provisions without court intervention, without prior notice, and without liability for any damages. The costs incurred for this shall be borne by the Organizer.
- 13.4. In addition, the provisions on advertising pursuant to Section 14 of the GTC shall apply.

14. Right to Control Premises and Regulatory Provisions

- 14.1. The Operator holds the Right to Control Premises over all event areas. The Operator is entitled to inspect the exhibition stands and presentation measures and to impose security measures in the interests of the event and to ensure compliance with legal requirements.
- 14.2. By entering into the contract, the Organizer, its agent, and exhibitors submit to the foregoing as well as further regulations issued in the interest of the exhibition and presentation measures. Additionally, they are subject to all police or other official regulations, the Operator's safety regulations for events, and any further individual contractual provisions regarding organizational regulations.

15. Compliance with the Covid-19 Hygiene Concept

The regulations regarding the handling of SARS-CoV-2 coronavirus are subject to change. Considering the specific personnel and spatial conditions, the Operator strives to establish suitable and safe measures for visitors, customers and employees to prevent infection and transmission. This is achieved through the development of a hygiene concept in accordance with Section 24.3 of the GTC. The hygiene concept is continuously adapted based on current scientific and political developments. The Organizer undertakes to implement these measures.

16. Protection of Trade Secret Act (GeschGehG)

The principles of loyal cooperation, confidentiality and secrecy shall apply in accordance with Section 30 of the GTC. The confidentiality obligation particularly extends to exhibitors of the Organizer.

17. General Recommendations and Regulations for the Exhibition Areas and Construction

- 17.1. Accessibility: The Operator recommends that exhibition stands be designed to be barrier-free (e.g., without steps/stairs, with ramps for raised flooring, etc.).
- 17.2. Exhibition stands and special constructions requiring approval: All special constructions over 3 meters in height and comparable special constructions shall be submitted to the Operator for approval no later than five weeks before the start of the event. A test report or a certified structural analysis for the construction shall generally be provided.
- 17.3. Stand construction materials and ceiling constructions including ceiling grids, shall comply with DIN 4102 at least class B1 or EN 13501-1 at least B/C s1 d0, meaning they shall be fire retardant. The Operator shall require the submission of a test certificate proving the required material properties. Materials that are normally or easily flammable, drip while burning or emit toxic gases shall not be used in stand construction. Load-bearing structural elements shall be subject to additional safety requirements in individual cases. Ceiling structures, including ceiling grids, shall not restrict or impede the effectiveness of the venue's fire protection systems.
- 17.4. Carpets, adhesive tape, floor protection: The installation of carpets or other decorative materials directly on the existing floors shall be carried out in a manner that prevents slipping, tripping, or falling hazards. Carpets and other floor coverings shall be securely fixed and shall not extend beyond the stand boundaries. The connection of stand areas using floor coverings requires prior approval and shall ensure that there are no tripping hazards or other risks in walkways. Adhesive markings, carpet fixings, and similar items shall only be used with special residue-free adhesive tape. In areas with parquet flooring, only adhesive tape provided by the Operator for a fee shall be used. This tape shall first be applied to the hall floor to ensure the residue-free removal of the double-sided adhesive tape. Adhesive tapes shall be removed by pulling them backward to ensure that the pulling force acts on the tape rather than the floor. Floor anchors and fixings are not permitted. The placement of wet or damp objects is prohibited.

- Any leaked moisture shall immediately be removed. When installing refrigerators and mobile counters, a waterproof collection tray shall be provided. Heavy loads, lifting materials, and crates shall only be transported within the premises using rubber-tired carts or pallet trucks. Rubber abrasion marks shall be avoided and if necessary, be removed. Any cleaning or repair costs resulting from violations of these regulations shall be borne by the Organizer.
- 17.5. Floor load limits: Hall sections and technical installations shall not be exercised burdened by objects brought in. The Organizer shall be required to obtain information from the Operator about the maximum permissible floor load in the respective area before introducing heavy objects into the building and to inform the relevant exhibitors accordingly.
 - 17.6. Animals: The bringing of animals is governed by Section 5 of the House Rules for Events.
 - 17.7. Spray guns, nitro paints: The use of spray guns and nitrocellulose lacquers is prohibited.
 - 17.8. Waste, recyclable material, and residual material containers: No waste, recyclable material or residual material containers made of flammable materials may be placed in the stand. Any permissible waste, recyclable material, and residual material containers on the stand shall be emptied regularly, at the latest every evening after the end of the exhibition.
 - 17.9. Empty packaging Storage: The storage of empty packaging, packaging materials and similar items inside or outside the stand is prohibited. Any accumulating empty packaging, packing materials, and other materials shall be removed immediately.
 - 17.10. Smoking ban: The Organizer shall be responsible for ensuring that the smoking ban, as stipulated in Section 6 of the house rules is observed by each exhibitor at their stand.
 - 17.11. Fire extinguishers: It is recommended to have suitable and certified fire extinguishers available at the stand. In individual cases, the Operator, the building authorities, or the fire department shall require additional fire extinguishing equipment at the expense of the Organizer.
 - 17.12. Exits from enclosed stand: Stand areas with a floor area of more than 100 m² or complex layouts shall have at least two separated, illuminated, and clearly marked exits/emergency escape routes positioned opposite each other. The maximum walking distance from any point in an exhibition area to a hall aisle shall not exceed 20 meters.
 - 17.13. Railings and safety barriers for platforms: Publicly accessible area adjacent to areas that are more than 0.20 meters lower shall be enclosed with protective railings.
 - 17.14. Acoustic and visual presentations: The operation of acoustic systems and audiovisual performances of any kind requires the prior approval of the Operator. The noise level for musical performances shall not exceed 60 dBA. Repeated violations of these regulations shall result in the power supply to the respective stand being cut off without regard to the resulting loss of stand operations. No claims for damages resulting from such power cuts shall be entertained.
 - 17.15. Electrical installations, water connection: Connections to the existing supply network are only available in certain areas and, may only be installed by the Operator or qualified personnel commissioned by the Operator for safety reasons. The costs for such connection shall be borne by the Organizer. All technical installations at the exhibition stand shall comply with the generally accepted technical standards. All conductive stand structures shall be connected to the potential equalization system at an additional cost. Electrical installations shall comply with the latest safety regulations of the Association of German Electrical Engineers (VDE). In particular, VDE 0100, 0128 and ICE 60364-7-711 shall be observed.
 - 17.16. Heat-Generating and heat-emitting electrical devices: For enhanced safety, all heat-generating and heat developing devices shall be installed on a non-combustible, heat-resistant, and asbestos-free base. A sufficient distance from combustible materials shall be maintained in accordance with the heat development of the device. Lighting fixtures shall not be attached to decorations or similar objects. Electrical cooking appliances and other devices that may pose hazard if left unattended shall be switched off at the end of daily operating hours.
 - 17.17. Flammable liquids and fire pastes: Flammable liquids and fire pastes shall neither be used nor stored at exhibition stands without the Operator's approval. The use and consumption of flammable gases (e.g., gas burners) of any kind is prohibited.
 - 17.18. Alcohol and mineral oils: The use of alcohol, mineral oils, gasoline, petroleum, etc. for cooking, heating, or operational purposes is prohibited.

- 17.19. Musical reproduction (GEMA, GVL, Artist Social Security Contribution): The Organizer shall bear sole responsibility for fulfilling legal reporting obligations, obtaining the necessary permits, and implementing all official orders, requirements, and conditions that are not already covered by the Operator in accordance with Section 12 of the GTC.
- 17.20. CE Marking Products: Products that do not have a CE conformity certificate and do not meet the requirements of Section 3 of the German Product Safety Act (ProdSG) shall only be exhibited if a clearly visible sign explicitly states that the product does not meet these requirements and can only be purchased once compliance has been achieved. If a demonstration is conducted, the necessary precautions (e.g., barriers shall be taken to protect individuals (see Section 2, Paragraph 5 ProdSG).
- 17.21. Activities requiring Approval: The use of pyrotechnics, fog machines, compressed gases, radioactive substances, laser systems, high frequency systems, radio systems, and X-ray equipment shall only be permitted after prior consultation and approval by the Operator and, if necessary, the relevant authorities.
- 17.22. Advertising materials of the exhibitor: Unauthorized advertising activities outside the exhibitor's own stand (e.g., distribution of brochures, placement of advertising signs) shall only be permitted with the Operator's consent. The Organizer shall ensure that the selected exhibitors comply with this regulation in accordance with Sections 4.2. and 4.3.
- 17.23. Modification of non-compliant stand constructions and special structures: structures, installations, equipment, and decorations (materials) that are not approved and/ or do not comply with these provisions or the Berlin Assembly Ordinance (BetrVO) are not permitted on the event premises and shall be removed or modified at the Organizer's expense. This shall also apply if the Operator carries out such modifications as a substitute. For important reasons, particularly in cases of significant safety deficiencies, the Operator shall order the partial or complete closure of a stand.

18. Dismantling of the Exhibition Stand

After dismantling, the original condition of the exhibition space shall be restored. Adhesive strips shall be removed without residue. Any remaining waste, packaging and objects shall be disposed of at the Organizer's expense. The Organizer shall be liable for any damage to ceilings, walls, floors and installation facilities. Any damage or contamination caused by exhibitors or their agents in the Operator's premises and other facilities, including the outdoor areas, shall be reported to the Operator immediately.

19. Waste Disposal and Separation

- 19.1. The Organizer shall ensure that packaging materials and waste are not stored in the Operator's premises during the event. In accordance with the principles of the German Circular Economy Act, waste shall be avoided as much as possible during setup, dismantling, and the event itself. Waste that cannot be avoided shall be disposed of in an environmentally friendly manner (recycling before disposal). The Organizer shall be obliged to contribute effectively to this process.
- 19.2. The Organizer shall ensure all materials (decorations, packaging, displays, etc.) and structures brought onto the event premises by exhibitors, or their contractors shall be completely removed after the event. Only materials that cannot be reused (and thus become waste) shall be disposed of through the Operator's waste management system at the Organizer's expense. In the case of hazardous waste (monitored waste), the Operator shall be informed immediately, and the disposal will be carried out at the Organizer's expense.

20. Final provisions

- 20.1. Applicable law and jurisdiction: The contractual relationship is governed by the law of the Federal Republic of Germany. The place of performance for all claims arising from the contract is Essen. Unless a mandatory statutory jurisdiction is established, Essen is agreed as the place of jurisdiction.
- 20.2. Amendments or supplements to the contract, the GTC and any appendices shall be made in text form to be effective. This shall also apply to the waiver of the text form requirement.
- 20.3. Should individually provisions of these Exhibition Terms be or become invalid, they shall be replaced by the statutory regulation that most closely reflects the original provision's intent.

As of April 2025