

**The General Terms and Conditions are part of the General and Special Conditions of the participation of the Munich International Motor Show GmbH and their organised event MYLE – Munich's Mobility Festival (hereinafter referred to as MYLE), as well as the Technical Guidelines, the General Terms and Conditions and the House Rules of MW Freimann Betriebs GmbH.**

## 1. REGISTRATION

### 1.1 Registration via the MYLE registration form

The application for admission to the event is made by sending the completed and legally signed registration form to the Munich International Motor Show GmbH, 80796 Munich. By signing and returning the registration form to MYLE, the aforementioned General and Special Conditions of Participation of MYLE, as well as the Technical Guidelines, the General Terms and Conditions and the House Rules of 'MW Freimann Betriebs GmbH' are acknowledged as binding.

Registration via the online registration of MYLE:

The application for admission to the event is made by submitting the completed online registration form to MYLE. By submitting this fully completed online registration form, the General and Special Conditions of Participation of MYLE named in the preamble, as well as the Technical Guidelines, the General Terms and Conditions and the House Rules of the 'MW Freimann Betriebs GmbH', are acknowledged as binding.

Conflicting or deviating terms and conditions of the exhibitor submitting the application shall only apply to the extent that MYLE has expressly agreed to their validity in writing.

1.2 The registration will not be confirmed. Any notification of receipt received by the exhibitor shall not constitute a confirmation of participation within the meaning of 2.3.

1.3 The exhibitor may only show exhibits on his stand which originate from himself, the co-exhibitors or the represented companies. These must be specified at the time of registration. This information is needed, among other things, to provide trade visitors with complete information about the exhibitors and the product range. Exhibition goods which are not expressly mentioned in the application must be removed from the exhibition stand at the request of the event management.

1.4 If several exhibitors act jointly as tenants, they are obliged to name a joint exhibition representative authorised by them as contact person for MYLE in the registration form.

1.5 The admission of one or more co-exhibitors and additionally represented companies (see 3) as subtenants is only possible in exceptional cases and entitles MYLE to charge a special fee (see 3.6 of the Special Conditions for Participation).

In all cases, however, the approved main exhibitor shall be liable for compliance with the exhibitor's obligations by the co-exhibitor(s) and the additionally represented companies.

1.6 Until MYLE has decided on admission, the exhibitor is bound by his registration (see also 4).

1.7 Requests for places listed on the registration form shall be considered by MYLE as far as possible but shall not be binding for MYLE. A wish to exclude competition is generally not admissible.

## 2. ADMISSION AND SPACE ALLOCATION

2.1 The decision on the admission of exhibitors and exhibition objects as well as the allocation of space shall be taken by MYLE in consultation with the Exhibitors' Committee or the non-profit organisations.

2.2 The decision on admission shall be made at our dutiful discretion, taking into account the space capacities available for the event as well as the purpose and structure of the event.

In particular, MYLE is entitled to unilaterally determine the composition of exhibitors according to industry and product groups as well as their weighting. The composition of the exhibitors according to country of origin, company size and market significance, as well as other objective characteristics, are among the selection criteria. However, MYLE is in no way bound to the handling of previous events of the same type.

2.3 Admission shall be granted by MYLE its written stand confirmation stating the stand provided. The rental contract between the exhibitor and MYLE is hereby concluded in a legally binding manner, unless otherwise agreed in writing.

If the content of the stand confirmation differs from the content of the exhibitor's application, the contract shall also be concluded in accordance with the stand confirmation, unless the exhibitor objects in writing within two weeks. However, failure to take into account the inadmissible requirements listed under 1.7 does not constitute a right of objection.

2.4 With the stand confirmation, the exhibitor receives the hall plan with his allocated stand space together with further information for event planning.

2.5 Exhibitors are expressly informed that supplementary terms and conditions contained in the service documents of the MW Freimann Betriebs GmbH apply to the individual trades of the services.

2.6 An authorisation already granted may be revoked if it turns out that the information provided by the applicant in his application is incomplete in essential respects, in particular with regard to the nature of the company and the exhibits, or if something said is not true in essential respects and therefore the requirements for authorisation have not been met. The same shall apply if the admission requirements are subsequently no longer met.

### **3. EXHIBITORS, CO-EXHIBITORS AND ADDITIONALLY REPRESENTED COMPANIES**

3.1 An exhibitor (sometimes also referred to as a main exhibitor or direct exhibitor) is someone who rents an event stand for the duration of the event, performs with his own personnel and his own offer.

3.2 Co-exhibitors are those who appear at the stand of an exhibitor (main tenant) with their own personnel and their own offer. This also includes group companies and subsidiaries.

3.3 In the case of exhibitors who are themselves manufacturers, any other company whose goods or services are offered by the exhibitor shall count as an additionally represented company. If an exhibitor, who is a sales company, shows additional goods and services from other companies in addition to the products of a manufacturer, these companies are counted as additionally represented companies.

3.4 The admission of the exhibitor does not constitute a contract between the co-exhibitors registered by him or additionally represented companies and MYLE. As a rule, the admission of co-exhibitors is subject to approval and payment (see 3.5 of the Special Conditions for Participation); the admission of additionally represented companies is subject to approval; payment is only due for them if the Special Conditions for Participation stipulate so.

The fee is to be paid by the exhibitor; it may also be invoiced subsequently by MYLE.

### **4. RESCISSION / TERMINATION**

4.1 Withdrawal from the rental contract (exhibition contract) by the exhibitor is excluded, unless the exhibitor is guilty of gross negligence or intent on the part of MYLE or unless the requirements of §§ 323, 324, 326 BGB are met.

4.2 Insofar as MYLE exceptionally permits a withdrawal (and the requirements of the exceptions of 4.1 are not met), this shall only take place under the condition that the exhibitor undertakes to pay the full rental amount and the costs incurred up to this point of time.

4.3 The rental amount to be paid in accordance with 4.2 shall be reduced by 75% (only pro rata in the case of partial new rental) if MYLE succeeds in re-renting the stand space.

However, it does not count as a new rental if it is the case where for optical reasons the space not used by the withdrawn exhibitor is allocated to another exhibitor without MYLE earning the equivalent income according to the square metre price paid by the withdrawn party. This is also the case if the allocated stand space (also in the case of new measurement) is rented to a new party, but the total space available for the exhibition cannot be fully rented. Here

the withdrawing exhibitor needs to pay the difference. In any case, the exhibitor reserves the right to prove that MYLE has suffered no or little damage.

4.4 The declaration of withdrawal must in any case be made and received in writing.

4.5 MYLE shall be entitled to terminate the concluded rental agreement without notice and without prejudice to the exhibitor's continued liability for the full rental and the costs incurred if insolvency proceedings have been instituted against the exhibitor's assets or if such proceedings have been opened or discontinued due to lack of assets. The same shall apply in the event that the rent has not been received, or has only been received in part, by the payment deadline specified in Section 4 of the Special Conditions of Participation, despite the setting of a grace period.

MYLE expressly reserves the right to assert further claims for damages in such cases.

4.6 Cancellations of stand construction/services shall be made exclusively in accordance with the General Terms and Conditions for Services of MW Freimann Betriebs GmbH.

## **5. WARRANTY, DAMAGES, INSURANCE, STATUTE OF LIMITATIONS, SET-OFF / RETENTION / LESSOR'S LIEN, LIMITATION OF LIABILITY, FORCE MAJEURE, DOMESTIC LAW, HOUSE RULES, VENUE ORDINANCE, EU ORDINANCES**

### 5.1 Preamble

Insofar as the General or Special Conditions of the participation of MYLE contain provisions on limitations of liability, exclusions of liability, exclusion periods and limitation periods, these shall not apply, insofar as there is a fault on the part of MYLE, to the violation of cardinal obligations (essential contractual obligations), intentional and grossly negligent actions, as well as not to damages resulting from injury to life, limb or health.

### 5.2 Defects as to quality

The exhibitor must immediately notify MYLE of material defects orally and in writing. The exhibitor can only derive claims from this if MYLE has not remedied the situation within a reasonable period of time, if remedy is not possible or has been refused.

However, the exhibitor shall only be entitled to terminate the contract without notice or to reduce the rental price appropriately. Any further liability of MYLE is excluded, unless the defect is based on gross negligence or intent on the part of MYLE or its vicarious agents or on the absence of a warranted quality. § 536 BGB, as well as the regulations under 5.1 remain unaffected.

### 5.3 Compensation for damages

Claims for damages by the exhibitor against MYLE, for whatever legal reason, are excluded, unless the damage incurred is due to gross negligence or intent on the part of the legal representatives of MYLE, its employees or its vicarious agents. The same applies to direct claims against the aforementioned group of persons. The provisions under 5.1 shall remain unaffected.

### 5.4 Insurance

MYLE does not bear any insurance risk of the exhibitor. The exhibitor is expressly advised of his own insurance options. All exhibitors have the opportunity to obtain comprehensive insurance cover on the basis of framework contracts concluded by MW Freimann Betriebs GmbH. Further details can be found in the service documents of MW Freimann Betriebs GmbH.

Unless use is made of the option offered of taking out an exhibition insurance policy in accordance with the application "Exhibition insurance" of the service documents, information on liability for damage risks and the existing insurance cover shall result from the General Terms and Conditions for Services of Freimann EVENT Betriebs GmbH in accordance with the service documents.

### 5.5 Assertion of claims

Claims of the exhibitor against MYLE, its vicarious agents or its employees of any kind whatsoever must be asserted in writing against MYLE no later than 14 days after the end of the event. Claims of the exhibitor received later will no longer be considered (exclusion period). The regulations under 5.1. remain unaffected.

## 5.6 Statute of limitations

All contractual and legal claims of the exhibitor against MYLE shall become statute-barred after six months, unless these are based on intentional actions of the legal representatives of MYLE, its employees or its vicarious agents. The same applies to direct claims against the aforementioned group of persons. The provisions under 5.1 shall remain unaffected. The limitation period begins on the working day following the end of the event.

## 5.7 Set-off / retention / landlord's lien

5.7.1 The exhibitor shall only be entitled to set-off rights against MYLE if his counterclaims have been legally established, are undisputed or have been acknowledged by MYLE.

The same shall apply to rights of retention insofar as they relate to an entrepreneur, a merchant, a legal entity under public law or a special fund under public law. Insofar as the exhibitor does not belong to this group of persons, he shall be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

5.7.2 MYLE shall be entitled to assert its landlord'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 vis-à-vis MYLE. § 562a BGB does not apply. If the exhibitor fails to comply with his obligations towards MYLE within the period set for the exhibitor, MYLE shall be entitled to sell the retained items freely after giving written notice. MYLE shall only be liable for damage and/or loss of the objects in the event of intent or gross negligence.

## 5.8 Limitation of Liability

MYLE shall only be liable for damages caused by the lack of quality of the rented rooms and any other rented objects or by intentional or grossly negligent breach of its obligations.

In the event of failure of any equipment, operational disruptions or other events affecting the event, MYLE shall only be liable if these events can be proven to have been caused by MYLE or its vicarious agents with intent or gross negligence. MYLE accepts liability for objects brought in by the lessee, his agents or third parties on the occasion of the event only to the extent that damage occurs to such objects which can be proven to have been caused by gross negligence or intent on the part of their legal representative, employee or vicarious agent. The same applies to tortious acts.

The lessee undertakes to comply with the accident prevention regulations, safety regulations, technical guidelines (cf. 6.1) and the Venue Regulations (cf. 5.12) for all activities.

MYLE shall not be liable to the lessee for loss of profit or other pecuniary loss - insofar as no intentional or grossly negligent action exists.

Any liability on the part of MYLE for damages that cannot be foreseen in terms of extent and amount is excluded. Insofar as the liability of MYLE is excluded or limited, this also applies to the personal liability of its employees, workers, co-workers, representatives and vicarious agents.

In general, the tenant is recommended to adequately insure his risks arising from or in connection with the rental agreement. Explicit reference is again made to 5.4. The provisions under 5.1 shall remain unaffected.

## 5.9 Force majeure

Cases of force majeure which prevent MYLE from fulfilling its obligations in whole or in part shall release MYLE from fulfilling this contract until the force majeure ceases to exist. MW Freimann Betriebs GmbH must inform the tenant of this immediately unless it is also prevented from doing so by a case of force majeure. The impossibility of a sufficient supply of auxiliary materials, such as electricity, heating, etc., as well as strikes and lockouts shall be equated with a case of force majeure, unless they are of short duration or caused by MYLE. As far as MYLE has incurred costs for the preparation of the event in these cases, the lessee is obliged to replace them.

## 5.10 Domiciliary rights

The service staff commissioned by MYLE shall exercise the householder's rights vis-à-vis the lessee. Their orders must be obeyed. In all other respects MYLE assigns to the lessee during the rental period the house right to the rental space to the extent necessary for the proper execution of the event, notwithstanding the right remaining with MYLE to access at any time for the employees commissioned by MYLE.

## 5.11 House rules

In addition, reference is made to the house and usage regulations, which are posted on the event grounds and are also part of the rental agreement.

The house rules of the 'MW Freimann Betriebs GmbH' are also available on request and can be inspected and downloaded from the internet: [www.myle-festival.com/aussteller/ausstellerinfos](http://www.myle-festival.com/aussteller/ausstellerinfos)

#### 5.12 Venue ordinance

5.12.1 If the Exhibitor is an organiser within the meaning of the Venue Ordinance (VStättVO) (Venue Ordinance of 02.11.2007, Journal of Laws of Bavaria 2004, GVBl p. 540.) - e.g. in the cases of 5.12.2 - the Exhibitor shall be responsible in accordance with the VStättVO, in particular in accordance with § 38 para. 1, 2 and 4 VStättVO. In this case, the exhibitor is obliged to indemnify MYLE and its vicarious agents against any recourse claims and fines on the basis of their operator's liability pursuant to § 38 Para. 5 VStättVO. The provisions under 5.1 shall remain unaffected.

5.12.2 If the exhibitor uses and operates areas of more than 20 m<sup>2</sup> for artistic performances and other performances (scene areas) during the event, he must comply with the provisions of the Venue Ordinance pursuant to 5.12.1 and, if applicable, appoint a person responsible for the event technology from him.

The exhibitor must notify MYLE of such scene areas in writing before the start of the exhibition without being asked to do so.

#### 5.13 EU Regulations

Exhibitors, co-exhibitors and additionally represented companies (see 3) are responsible for ensuring compliance with EU Regulations No. 2580/2001 and No. 881/2002, especially in the area of their finances, purchasing, goods traffic, service and personnel.

(info about [www.bundesbank.de](http://www.bundesbank.de)).

## **6. TECHNICAL GUIDELINES, STAND CONSTRUCTION, STAND DISMANTLING, STAND CLEANING, INTERNET ORDERS**

6.1 The Technical Guidelines of MW Freimann Betriebs GmbH also form part of the contract. These are available on request and can be viewed or downloaded from the [www.myle-festival.com/aussteller/ausstellerinfos](http://www.myle-festival.com/aussteller/ausstellerinfos)

#### 6.2 Stand construction

6.2.1 The construction of stands in the halls may begin at the earliest on the construction day specified in the Special Conditions of Participation.

6.2.2 All stands must be assembled and equipped by the end of the assembly period (fixed date) specified in the Special Conditions of Participation, as the general cleaning of the entire exhibition grounds begins at this time. MYLE shall be entitled to otherwise dispose of stands that have not yet been occupied and set up by that time, unless this is due to fault on the part of MYLE. The affected exhibitor in default of acceptance cannot assert any claims whatsoever against MYLE from this - not even reimbursement of the rent - unless the requirements of 5.3 are met.

If the aforementioned exceptions do not exist at the expense of MYLE, MYLE shall be entitled to charge the exhibitor a contractual penalty of € 5,500.00 for non-appearance, unless the exhibitor is a consumer within the meaning of § 13 BGB (German Civil Code).

6.2.3 The stands must be adapted to the overall appearance and overall plan of the respective exhibition. Every exhibitor is obliged to present his stand concept and design to MYLE without being asked and to have this approved by MYLE. The exhibitor has to follow MYLE its instructions regarding the stand design without being requested to do so, if the exhibitor's appearance or stand does not meet the requirements or the overall appearance of the world of MYLE. MYLE cannot be held liable for any resulting additional costs. Those shall be borne solely by the exhibitor.

6.2.4 The gluing and/or covering of ceiling and wall elements, exposed concrete surfaces, wooden and glass surfaces, columns or other hall elements on the event grounds is strictly prohibited. Exceptions are only valid with prior explicitly written consent of MYLE.

6.2.5 MYLE shall not be liable for any resulting damage or costs of assembly, dismantling and use of the stand construction resulting from deviations or incorrect information of the technical conditions.

### 6.3 Stand dismantling

6.3.1 Compliance with the dismantling dates in accordance with the Special Conditions for Participation is expressly pointed out. The rental contract ends at the end of the exhibition. MYLE cannot accept any liability whatsoever for objects still on the stand after this date, unless the prerequisites for liability according to 5.8 are met.

6.3.2 The dismantling of stands in the halls may not commence until the last day of the event after the exhibition closes. MYLE shall be entitled to charge the exhibitor a contractual penalty of € 5,500.00 in the event of infringements of this provision, unless the exhibitor is a consumer within the meaning of § 13 BGB (German Civil Code).

6.3.3 The Exhibitor shall completely clear the stand space by the end of the dismantling period specified in the Special Conditions of Participation at the latest. The exhibitor must return the exhibition space in the condition in which it was taken over. In particular carpet adhesive tapes must be removed beforehand by the exhibitor at his own expense.

The rental agreement for rental stands generally ends at the end of the event. The rental stands must be completely cleared at the latest 3 hours after the end of the event.

6.3.4 MYLE shall undertake the general cleaning of the exhibition grounds and the hall aisles at its own cost. However, the cleaning of the stand is the responsibility of the exhibitor at his own expense and must be completed daily before the opening of the event. It is expressly pointed out that it is the sole responsibility of the exhibitor to ensure that carpet adhesive tapes and adhesive residues are removed. If such equipment is still available after the end of dismantling, it shall be removed by MYLE at the exhibitor's expense. The exhibitor may only assign stand cleaning to the cleaning company designated by MYLE.

6.3.5 If the removal has not been completed by the end of the dismantling period specified in the Special Conditions of Participation, MYLE shall be entitled to carry out the removal at the expense of the exhibitor and to have any objects left behind stored at the expense of the exhibitor.

The landlord's lien pursuant to §§ 562, 578 BGB of MYLE on these objects is expressly referred to. § 562a BGB does not apply. MYLE accepts no liability whatsoever for objects left behind. MYLE is further entitled to have objects left behind auctioned one month after the end of dismantling and written notification or, if they have a stock exchange or market price, to sell them privately. No liability shall be assumed for damage to or loss of the objects left behind, except in the case of intent or gross negligence.

6.4 Reference is expressly made to the contractual penalty provision under 14.

6.5 If the exhibitor orders additional services from MYLE and/or its service partners via the Internet, in particular from the MW Freimann Betriebs GmbH using his customer number with MYLE or the access code provided with the stand confirmation, these orders shall also be effective without signature or other legitimation.

## 7. MANDATORY ORDER PLACEMENT

For safety reasons, the following work in the trades and services (more detailed regulations in the Technical Guidelines) may only be carried out with permission from MYLE and by contractors designated by MYLE (see also 2.5):

7.1 Main connection from the hall network to the event performance for electricity, gas, Water and compressed air

7.2 Floor drilling in the halls

7.3 Other interventions in the building fabric on the wall/floor/ceiling

7.4 Forwarding on the event grounds, including the operation of crane and lifting vehicles (see 5.14 Technical Guidelines)

7.6 Cleaning and guarding (see 2.6 Technical guidelines) outside official opening hours

7.7 Installation of other supply media, in particular wireless radio networks, WLAN, telecommunication lines, etc., in the event of a failure to comply with the contract. (cf. 5.7 Technical Guidelines)

7.8 Ceiling suspensions (cf. 4.7.5 Technical guidelines)

7.9 Connections to sprinkler systems (see 3.1.4 Technical guidelines)

7.10 Use of compressed gases and liquefied gases (see 5.9 Technical guidelines)

Invoices for services in this regard shall be issued separately to the exhibitor in each case.

## **8. SAFETY REGULATIONS AND LIABILITY REGULATIONS**

8.1 If the regulations for the supply of energy/water/compressed air regulated in the Technical Guidelines or the corresponding instructions for this by the authorities or MYLE are not observed and complied with by the exhibitor, MYLE shall be entitled to stop these deliveries immediately without compensation and/or to close the exhibition stand.

8.2 If the delivery of energy/water/compressed air is interrupted as a result of force majeure, any technical malfunctions or orders of the respective energy supplier, MYLE assumes no liability whatsoever, unless MYLE can be accused of wilful misconduct or gross negligence in this respect.

8.3 The exhibitor is exclusively liable for any damage caused by the operation of laser equipment. If claims resulting from this are nevertheless to be asserted directly against MYLE, the exhibitor is obliged to indemnify MYLE from these claims and to advance and assume any costs required for legal prosecution.

8.4 A general limitation of the construction in accordance with the regulations of the Technical Guidelines, which the exhibitor must guarantee in any case, shall apply in the outdoor area.

The launching of kites or paragliders is only permitted with the prior and explicit permission of MYLE and the competent authorities. Tethered balloons or other balloons, as well as flight models of any kind may only be opened or operated with the permission of the responsible aviation authority and MYLE. The responsible aviation authority is the Luftamt Südbayern, Heßstraße 130, 80797 Munich.

8.5 Reference is expressly made to the contractual penalty provision under 14.

## **9. ADVERTISING**

9.1 The exhibitor is only permitted to advertise of any kind within his stand and exclusively for the exhibits exhibited by him.

Advertising or advertising measures outside the stand are not permitted. This includes in particular the distribution of brochures and prospects.

9.2 Otherwise, reference is made to the regulations in 5.7.7 of the Technical Guidelines.

9.3 Reference is expressly made to the contractual penalty provision under 14.

## **10. PARKING SPACES**

10.1 The staff of MYLE and its authorised representatives are authorised to issue instructions for traffic regulations on the event site, including the stopping and parking of vehicles.

10.2 A limited number of temporary parking permits will be issued in return for payment for the vehicles of exhibiting companies and stand personnel. Further details can be found in the service documents. These passes shall be valid for the paid parking spaces during the exhibition, including the last day of assembly and the first day of dismantling. The cards can be ordered using the form "Permanent parking cards" of the service documents.

10.3 MYLE is entitled to tow unauthorised vehicles parked on the event premises without prior notice at the expense and risk of the owner and driver.

10.4 In addition, reference is made to the regulations of the Technical Guidelines.

## **11. NOISE PROTECTION, FLOOR LOADING**

11.1 For noise-producing demonstrations as well as for the operation of equipment such as compressors (over 70 dbA) by the exhibitor, a noise protection booth is mandatory. In the event of violations against this, MYLE shall be entitled, after issuing a warning, to prohibit the demonstration or operation or, if necessary, to close the stand without any compensation claims on the part of the exhibitor. In addition, reference is made to the provisions of 6.6.1 Technical Guidelines.

If various noise sources, each of which is below 70 dbA, lead to noise potentiation, MYLE is entitled, for the protection of all exhibitors and visitors, to prohibit noise generation for certain periods of time, unless the exhibitor is able to remedy the situation with a noise protection booth in individual cases.

#### 11.2 Floor loading

The permissible traffic loads in the individual hall areas are as follows:  
Halls: max. 15 kN/m<sup>2</sup>

If the exhibitor is in doubt about the amount of the traffic loads required by him or wants to cause higher traffic loads than the aforementioned, it must be clarified in advance with the Technical Event Support department of 'MW Freimann Betriebs GmbH' responsible for this. A higher traffic load is not permitted without the consent of the 'MW Freimann Betriebs GmbH' Technical Event Management department. In addition, reference is made to the provisions under 3.1 of the Technical Guidelines.

11.3 Reference is expressly made to the contractual penalty provision under 14.

## 12. INDUSTRIAL PROPERTY RIGHTS

12.1 The Exhibitor is obliged to strictly observe the industrial property rights of third parties with regard to the goods exhibited by him. Goods which infringe industrial property rights, in particular trademark rights, design patent rights, utility models and/or patents, are not permitted as exhibition goods.

12.2 The exhibitor is obliged to remove infringing goods from his stand immediately in accordance with 12.1.

12.3 The exhibitor shall be equally liable for infringements of rights by goods of co-exhibitors pursuant to 3.2 and of additionally represented companies pursuant to 3.3.

12.4 MYLE expressly reserves the right to exclude the exhibitor from the current and/or future event(s) without compensation in the event of proven infringements of industrial property rights and/or breaches of the obligations pursuant to 12.1 and 12.2 - without any corresponding obligation being justified. 12.3 shall apply accordingly.

12.5 Securing industrial property rights in its exhibits is otherwise the exclusive responsibility of the exhibitor.

12.6 If MYLE makes use of its right of exclusion pursuant to 12.4 on the basis of a court decision or on the basis of substantiated evidence for the infringement of property rights, the exhibitor concerned shall not be entitled to claim damages from MYLE even if the infringement of property rights proves to be irrelevant at a later point in time (through appeal proceedings or other legal evidence). This does not apply in the event that MYLE has acted with intent or gross negligence.

12.7 In addition, reference is made to the information provided by Messe München GmbH on "Plagiarism at German trade fairs" on the Internet at <https://messe-muenchen.de/media/projekt/pdf/unternehmen/csr/plagiate-auf-deutschen-messen.pdf>

## 13. TAKING PHOTOGRAPHS AND OTHER PICTURES

13.1 Commercial image recordings of any kind, in particular photographs and films/video recordings, are prohibited on the entire exhibition grounds.

The only exceptions are press photographers accredited by MYLE.

13.2 Film and image recordings of exhibitors from their stands and exhibits are only possible with the express consent of MYLE. Any enquiries should be sent to the following e-mail address: [info@myle-festival.com](mailto:info@myle-festival.com)

If the exhibitor wishes to have such recordings made by his own efforts, a written permission from MYLE must be requested prior to the start of the event. 13.3 is expressly referred to.

13.3 Exceptions to the aforementioned prohibitions require the express written permission of MYLE, which reserves the right to charge the respective exhibitor a reasonable fee.



13.4 The 'MW Freimann Betriebs GmbH' and its subsidiaries have the right to produce or have produced video and sound recordings as well as drawings of exhibits or individual exhibits for the purpose of documentation or for their own publications. This also applies to admitted persons.

## **14. CONVENTIONAL PENALTY**

If the exhibitor is an entrepreneur within the meaning of § 14 BGB (German Civil Code), MYLE shall be entitled to demand a contractual penalty from the exhibitor in the following cases:

14.1 In the event of infringements of the provisions of 6.2 and 6.3 in the amount of € 500.00, unless there is an infringement pursuant to 6.2.2 or 6.3.2, in which case the provision remains in force,

14.2 in the event of infringements of the provisions of 7.1 to 7.5 and 7.7 to 7.9 in the amount of € 5,500.00,

14.3 in the event of infringements of the provisions of 8.1 and 8.4 in the amount of € 5,500.00,

14.4 in the event of infringements of the provisions of 9 in the amount of € 1,000.00,

14.5 in the event of infringement of the provisions of 11 in the amount of € 2,500.00, with the exception of an infringement of the provisions of 11.2 in which an amount of € 5,500.00 is charged, for each individual case of infringement, without prejudice to the right to assert claims for damages. § Section 341 (3) BGB shall not apply.

## **15. EXCLUSION OF ASSIGNMENT**

The assignment of the exhibitor's claims against MYLE or its employees, vicarious agents or vicarious agents by the exhibitor is excluded. § 354 a HGB remains unaffected by this.

### **16. STORAGE OF DATA**

The exhibitor expressly agrees that MYLE may store, process or forward personal data in accordance with the Federal Data Protection Act, including the use of automatic data processing, insofar as this is required for exclusively business purposes.

## **17. APPLICABLE LAW / PLACE OF PERFORMANCE / COURT OF JURISDICTION**

17.1 The entire legal relationship between MYLE, its employees, agents or vicarious agents on the one hand and the exhibitor or its employees, agents or vicarious agents on the other hand shall be governed exclusively by the laws of the Federal Republic of Germany. The respective German version of the General and Special Conditions of Participation of MYLE, as well as the Technical Guidelines, the General Terms and Conditions and the House Rules of MW Freimann Betriebs GmbH shall be solely authoritative in relation to the translated version for the interpretation in the event of differences.

17.2 Place of performance is Munich.

17.3 The place of jurisdiction (also for actions on cheques and bills of exchange) for both service partners shall be the Local Court of Munich or the Regional Court of Munich if the exhibitor is a merchant, a legal entity under public law or a special fund under public law or does not have a general place of jurisdiction in Germany. However, MYLE reserves the right to take legal action at the general place of jurisdiction of the exhibitor.

## **18. ANCILLARY AGREEMENTS / SEVERABILITY CLAUSE**

18.1 Subsidiary agreements shall only be legally binding if they are made in writing with MYLE or confirmed by MYLE in writing.

18.2 These conditions of participation or this contract shall remain valid even if individual provisions prove to be invalid. That provision shall be replaced by a provision which corresponds as closely as possible to the economic purpose originally intended.