

## General Terms and Conditions of Participation

for the execution of trade fairs by the Messe Congress Graz Betriebsgesellschaft mbH, in the following referred to as the „organiser“ according to the international trade fair terms and conditions.

1. With signing the lease, the tenant [exhibitor] subjects itself to the following „GENERAL TERMS AND CONDITIONS OF PARTICIPATION“, the „SPECIAL TERMS AND CONDITIONS OF PARTICIPATION“ and the common terms stipulations of the police, the fire prevention authorities, trade authorities and other stipulations.
2. LEASE APPLICATIONS:  
The signed lease application shall be submitted to the organiser using the relevant form in writing (use block letters or a type-writer) with the proper drawing of the registering company. A copy shall be retained by the exhibitor. Any reservations or conditions (e.g. certain requirements to space, prohibition of competition) shall require the written consent of the organiser to be effective. A sublease shall be prepared for any co-exhibitors and/or representations - if these are mentioned - with the written consent of the organiser being required again. A registration fee shall be required for each co-exhibitor amounting to the relevant sum. The principal tenant and any sub-tenants shall be jointly and severally liable towards the organiser.
3. LICENSE:  
The license of the registered exhibitors, sub-exhibitors and exhibition goods shall be made in writing by the organiser having the right of refusing registrations without a reason or making limitations with regard to the registered exhibition goods and spaces. The latter does not impair the effectiveness of the lease. If the exhibitor exhibits goods and objects other than those stated on the registration form and approved of in the licence confirmation document, the organiser shall have the right of having the exhibits removed at the cost and risk of the exhibitor.  
If requested to do so, the exhibitor shall provide proof of ownership for the exhibits. The lease shall be effective after receipt of the licence confirmation.
4. ALLOCATION OF LOCATIONS:  
The locations will be allocated by the organiser under consideration of the overall structure of the exhibition. The organiser is allowed to replace stands, modify dimensions and replace exits and passageways during the preparatory phase and/or even after the license conformation has been granted. Any rescissions from participation in the exhibition or requests made to the organiser arising from such actions shall not be possible. In case of a possible reduction of the space of the stand the amount of the rent for the stand shall be reduced accordingly. However, the exhibitor shall neither be entitled to replace, share or transfer its stand in whole or in part to third parties nor modify its dimensions.
5. DISSOLUTION OF AND RESCISSION FROM THE AGREEMENT:  
As a matter of principle, any rescission from the agreement shall not be possible after receipt of the license. In case of mutual annulment of the lease, the exhibitor shall nevertheless pay the full amount of the agreed rent for the stand unless rescission is made within 14 days as of receipt of the license confirmation and/or more than 6 months prior to the start of the exhibition or the exhibition space can be let otherwise (exchange of stand or free handing-on of the stand to other exhibitors shall not be deemed to be sub-letting). In this case, the exhibitor shall only pay an administration fee of 25% of the agreed rent and the registration fee. The organiser shall be entitled to rescind from the lease if the requirements for the conclusion of the agreement of the exhibitor are no longer fulfilled or if the exhibitor cannot fulfil its liability to pay. Again, in this case, the full rent for the stand shall be paid and/or at least 25% of the agreed rent if the space of the stand can be sub-let.
6. FORCE MAJEURE:  
In case of compulsory reasons not attributable to the organiser or in case of force majeure, the organiser shall be entitled to postpone, shorten or prolong the MAWEV show. In such exceptional cases, the exhibitors shall neither be entitled to rescission nor to damages. If the MAWEV show does not take place for the above-mentioned reasons which means without being attributable to the organiser, the organiser may require the exhibitor to pay up to 25% of the rent for the stand plus surcharges for general cost compensation. The payment of any higher individual amounts can only be required by the organiser if the exhibitor ordered special, additional executions works which are not free of charge.
7. RENTS FOR STANDS, PLEDGE, PAYMENT DEADLINES:  
All payments shall be payable without any reduction upon receipt of invoice and/or request for payment. Since punctual payment of the rent for the stand plus surcharges is a requirement for the provision of the exhibition stand, the exhibitor shall, if requested, furnish proof of full payment to the organiser of the agreed amounts by means of evidence of payment prior to utilization of the stand.  
50% of any registration fees and stand rents plus VAT and any legal fees shall be payable immediately as of receipt of the invoice and the remaining 50% shall be payable after one month (30 days) at the latest prior to the start of the exhibition. 50% of the probable costs for the ordered extra services shall be paid on account, plus any security; the remaining costs plus VAT and any legal fee portions shall be payable after final invoicing. In case of delayed payment, default interest amounting to the common default interest rate of the bank shall be paid. The exhibitor waives its right of setting any counterclaims against the payable rent plus surcharges or of retaining due to any alleged counterclaims. In order to secure its claims resulting from the lease relationship including any future claims, the organiser reserves the right of using the landlord's statutory right of distress according to § 1101 of the ABGB (German General Civil Code). The organiser cannot be held liable for any damage to exhibition goods.

8. STAND LAYOUT:

The exhibitor undertakes to observe all stipulations and notes contained in the "special terms and conditions of participation", the guidelines for stand layout and the provisions for "ancillary and extra services" concerning the erection of the stand, any limitations to height in the individual fair locations, limitations to outdoor floor load and in mobile halls, floor formation, conditions and any possibly limiting stipulations for the transport of exhibition goods within the fair area, etc. If an exhibitor wishes to participate in the exhibition with a stand of its own despite uniform stands in the mobile halls provided by the organiser, it shall notify the organiser at least 8 weeks prior to the start of the exhibition in writing. If the costs of the uniform stand partition walls form part of the rent, the exhibitor cannot claim any reduction of the rent. The exhibitor shall recognise the conditions of the stand and exempt the organiser from all other obligations should the exhibitor fail to inform the organiser immediately about any complaints concerning the stand in writing.

9. ALL TYPES OF SHOWS:

(E.g. slide and film shows, acoustic advertising, blinking lights, etc.) and non-exhibition activities within the fair stand shall require the organiser's written consent which shall be allowed to withdraw or limit any given consent if these activities lead to a disturbance of the fair and/or the neighbouring exhibitors. Any kind of advertising outside the fair stand shall not be allowed without the organiser's written consent. Any registrations with authorities, export control declarations, etc., shall be carried out by the exhibitor itself who shall also bear all related costs.

10. LIABILITY:

The exhibitor shall be liable for all damage resulting from unauthorised use of electricity, gas and water as well as any unauthorised production of waste water and any other contaminations, especially according to the common provisions of the water rights act [WRG] and the waste management act [Abfallwirtschaftsgesetz]. The organiser cannot be held liable for any damage resulting from any technical breakdowns due to power fluctuations or force majeure or for any interruption of the power supply. The organiser will not accept the reception of certain deliveries and cannot be held liable for any resulting loss, incorrect or late arrival of deliveries. The storage of packaging material of all kinds in the fair facilities and at fair stands, on open-air exhibition grounds and in entries shall not be admissible. In case of inadmissible storage of such objects, the organiser may have them removed at the account and risk of the exhibitor. According to the legal stipulations, the organiser shall be liable for the halls and their access ways as well as the open-air exhibitions grounds being in a condition ensuring the use of these objects for their contractual use. Further liability of the organiser for damage incurred to the exhibitors and third parties shall be excluded. It cannot be held liable for any damage and loss to the goods brought along by the exhibitors as well as to the stand accessories. With regard to this, it shall be irrelevant whether such damage or loss is incurred prior to, during or after the event. The same applies to the vehicles of exhibitors, their employees or entrusted persons parked on the fair area. The exhibitors shall be liable for any damage caused by them, their employees, persons entrusted by them or their exhibition goods and facilities as well as rented objects to persons and objects, including in particular stands and furnishings as well as rented objects. They are obliged to take out an insurance policy covering the risk of transport and exhibition, including theft, fire, burglary and third-party liability. Striving for the provision of all exhibitors with a range of services being as wide as possible, the organiser will take out an umbrella insurance policy. If the exhibitor has no insurance cover of its own, it shall submit an application for joining the umbrella insurance 8 weeks prior to the start of the exhibition at the latest.

11. PHOTOGRAPHY AND DRAWINGS:

Shooting films, making photos and drawing on the fair facilities shall only be allowed with the organiser's consent. The organiser shall be entitled to have photos, drawings and films of the fair activities, the stands and the exhibition goods prepared and to use them for advertisements or general press releases. The exhibitor waives all defences arising from copyright and other intangible property rights. Any shootings of the stand made in the evening or night, i.e. after the official, daily opening hours, requiring special lighting shall be subject to the organiser's consent. The resulting costs shall be borne by the exhibitor and/or photographer.

12. MONITORING:

General monitoring of the exhibitions facilities and the open-air exhibition grounds shall be ensured by the organiser. During the hours of installation and de-installation, the exhibitor shall be obliged to an increased duty to take due care of its goods. Any valuable, easily moved exhibition goods shall be locked by night. The exhibitor shall see to monitoring the stand and its exhibition goods during the opening hours. General monitoring of the exhibitor shall not affect its non-liability for theft, loss and other damage and personal injuries.

13. IDENTIFICATION OF EMPLOYEES AND EXHIBITORS:

The exhibitors will be provided with free employment IDs for its employed and foreign workers for the time of installation and de-installation bearing the names of the relevant worker. For the time of the fair, the exhibitor will be provided with a certain number of free exhibition IDs.

14. CLEANING:

The organiser shall see to the cleaning of the open-air exhibition grounds, the passageways and the area not occupied by the stands of companies.

15. INSTALLATION, DE-INSTALLATION AND MANAGEMENT OF THE STAND:

The exhibitor shall by all means adhere to the installation and de-installation times. The organiser shall have the right to dispose of the stands which have not been used by the fixed installation dates. For the period of the entire exhibition and the prescribed opening times, all stands must be properly equipped and competent staff must be present. The removal of exhibition goods, de-installation of stands prior to the end of the fair shall not be admissible. Sale by private contract is forbidden. The exhibition goods may only be delivered to the buyer after the end of the event. The exhibition goods still at the stands after the expiration of the de-installation period may be removed and stored at the account of the exhibitor. The organiser shall not be liable for any resulting damage or loss.

16. All oral agreements, individual consents and special arrangements shall only be valid after written confirmation by the organiser. All rights of the exhibitors towards the organiser arising from the stand lease and all related legal relationships shall be time-barred after six months as of the end of the exhibition. The place of jurisdiction for all disputes arising from the exhibitor's participation in a fair or exhibition of the organiser shall be 8020 Graz.

17. If the exhibitor is a legal person, the offer for conclusion of the agreement must be signed by the body authorised to represent it. With the signature by the body with representation authorisation it shall confirm its being personally liable as a guarantor and payer with regard to all obligations arising from the relevant agreement.
18. The exhibitor confirms that he has been informed about the "special terms and conditions of participation" mentioned in paragraph 1.
19. The contractual parties undertake to mutual respect, well behaviour and loyalty towards each other and the MAWEV, the association of Austrian building machinery dealers (Verband österreichischer Baumaschinenhändler e.V.). In particular, the contracting parties will not make any negative statements on the relevant other party and the MAWEV and their services in public, but make positive statements under consideration of their duty to tell the truth. The contracting parties shall be obliged to consider the other party's and MAWEV's interests warranting protection, especially with regard to their reputation and image as well as to the purpose and prestige of the MAWEV show.
20. If taxes, charges, fees or other costs whatever name they may have arising from this agreement and/or the underlying exhibition relationship are incurred, these will be included in the exhibitor's promise to solely pay.
21. The contractual partners agree to the automatic (EDP) procession of data related to the erection and execution of this agreement.
22. With regard to the reference to cancellation fees herein these shall be understood as a penalty (lump-sum damages) which is not subject to the judicial right of mitigation. The organiser shall reserve the right to ascertain any claims exceeding the right to claim damages.
23. The exhibition space that the exhibitor is provided with shall be returned after the end of the event in the condition originally handed over to the exhibitor. In particular, any modifications to the exhibition space by diggings, drillings or other interventions shall be undone after the end of the event as to restore the original state of the exhibition space.
24. The organiser shall be entitled to rescind from the relevant agreement for good cause if insolvency proceedings or SE proceedings should be opened over the assets of the exhibitor prior to or during the event or if such proceedings cannot be opened due to a lack of assets no covering the costs of the proceedings. In this case, any instalments already paid shall become invalid.
25. Any reservations made by the exhibitor to the application form shall be invalid and ignored; the forms will be processed in a computer-aided way.
26. Payment reminders shall not be free of charge. The settlement of costs for payment reminders according to the common provisions of the RATG (Austrian court fee act) will be considered appropriate by both contracting parties.
27. The exhibitor shall be forbidden to set-off any claims of the organiser against its own claims (prohibition of compensation).
28. The exhibitor shall be obliged to exhibit the registered products during the entire duration of the fair without limitation. Early closing of the stand and/or early de-installation of the fair stand shall be excluded. If the exhibitor violates this obligation, the organiser shall have the right to claim a penalty to be set off against instalment made, such penalty not being subject to the judicial right to mitigation.
29. The exhibitor shall refrain from any political propaganda and any reference to religious contents shall be prohibited.
30. Each exhibitor shall label its exhibition facility with the complete address of its company.
31. The use of open fire and gas-operated devices (unless commissioned by the competent authority) shall be prohibited. The use of non-combustible gases in pressure containers shall only be allowed if all legal and official provisions are adhered to. Compressed gas cylinders must be secured against tipping over all the time.
32. The exhibitor shall comply with all official provisions of local, construction, fire prevention authority and trade authorities as well as with other legal stipulations and ordinances and, in particular, adhere to the requirements related to official orders. If it fails to do so, the organiser shall be entitled but not obliged to immediately remedy any defects at the account of the exhibitor. The responsibility for obtaining all permissions under public law shall lie with the exhibitor. Should such permissions under public law are not present or if the exhibitor violates such official permissions or requirements, this shall be deemed to be a good cause entitling the organiser to immediate cancellation of the agreement. In this case, the exhibitor shall also be obliged to pay a penalty amounting to the instalment to the organiser not being subject to the judicial right of mitigation.
33. The exhibitor shall be obliged to observe the generally accepted technical rules as well as the labour, protection and accident prevention instructions. In particular, the machines must be labelled with a CE symbol and comply with the machine safety ordinance in the relevant valid version. If protective devices are removed from machines in order to explain the function of the device, sources of danger shall be secured by transparent security installations of sufficient stability. The required original protective device shall also be exhibited. In case of presentations producing noise of more than 75dBa by the exhibitor, a noise protection cabin is absolutely required. Any loudspeakers must show in the direction of the relevant exhibitor's own stand. Neighbouring stands must not be disturbed by such noise. In case of inadmissible action, the organiser shall be entitled to rescind from the agreement for good cause and/or to prohibit the presentation to the exhibitor. In case of rescission from the agreement, a penalty amounting to the instalment not being subject to the judicial right of mitigation shall be payable.
34. De-installation and cleaning of the provided exhibition space shall be executed by the exhibitor within the de-installation period communicated by the organiser. In case of delayed execution, the exhibitor shall be obliged to pay a penalty € 100.00 per hour started, such penalty not being subject to the judicial right

of mitigation. Nevertheless, the exhibitor shall have the right to claim damages exceeding this sum.

35. The relevant agreement shall be assigned to the relevant legal successor of the contracting partner. Furthermore, the contracting parties undertake to impose their rights and obligations arising from this agreement in case of individual right transfer to their legal successors and to oblige them to impose these as well.

36. Should individual provisions of the agreement be or become ineffective or violate peremptory law, the effectiveness of the remaining provision shall remain unaffected thereof. The ineffective provision shall be replaced by an effective provision coming as close as possible to the legal meaning and purpose of the ineffective provision and to the intention of the parties. If one party of the agreement cannot plead to a provision this shall also apply to the other party.

37. SPECIAL TERMS AND CONDITIONS OF PARTICIPATION:

- **Only up-to-date models:** Only machines and demonstration equipment of new quality (**not older than 12 months**) must be used. The focus is on the latest models.

- **Obligation to action:** The machines must always be in motion, i.e. they must be shown in realistic use. Due to the level of ground water the digging depth is limited to 3 meters.

- **Safety first:** The exhibitors shall observe utmost security both for the visitors and for the employees at the stands.

- **Keep your environment tidy:** After the end of the show, cleanliness of the area must be restored. If this is not the case, such restoration shall be ordered by the organiser. The relevant costs will be borne by the relevant exhibitor.

- **50:50:** A maximum of half of the rented space (with regard to the open-air exhibition grounds more than 125m<sup>2</sup>) may be used for installations and stationary exhibition purposes. The residual area of the stand shall exclusively be reserved for demonstration. In case of non-adherence to this stipulation, a penalty of 100% of the exhibition fee will be charged.

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