

CONDITIONS OF PARTICIPATION FOR EXHIBITORS ON A HANSE AEROSPACE JOINT STAND / HANSE PAVILION

1. REGISTRATION, CONCLUSION OF THE CONTRACT

- a. All members of Hanse-Aerospace e.V. as well as non-members are entitled to register for the joint stand of Hanse-Aerospace Wirtschaftsdienst GmbH.
- b. Non-members, whether main exhibitors or sub-exhibitors, shall be charged a service fee of € 95 per sqm plus VAT. This fee shall be 100 % reimbursed if the exhibitor in question becomes a member of Hanse-Aerospace e.V. by the end of the relevant trade fair at the latest.
- c. Registration for participation occurs exclusively through the timely receipt of a completed, signed and legally binding order form by Hanse-Aerospace Wirtschaftsdienst GmbH (hereinafter: "Hanse-Aerospace"), including acknowledgement of these conditions of participation. By registering, the registering party (exhibitor) is making an irrevocable and binding contract offer to Hanse-Aerospace.
- d. Hanse-Aerospace shall demonstrate acceptance of the offer by means of a written order confirmation (approval of the exhibitor and the registered exhibits). If Hanse-Aerospace accepts the offer subject to extensions, restrictions or other amendments, the amended offer is binding for two weeks.

2. STAND FEES, PAYMENT CONDITIONS

- a. Once a contract has been concluded, Hanse-Aerospace shall invoice the exhibitor 50 % of the stand fees due (where applicable in addition to a flat-rate service fee, expenses and fees of the trade fair organiser).
- b. The remaining 50 % of the stand fees shall be invoiced according to the dates and partial amounts specified in the order form.
- c. Stand fees are due for payment upon receipt of the invoice. If a payment deadline is not met, Hanse-Aerospace is entitled to set a grace period of 14 days. Should the deadline expire without payment, Hanse-Aerospace is entitled to withdraw from the contract and demand compensation in accordance with the statutory provisions.
- d. Registration costs charged by the trade fair organiser shall be passed on at no extra charge.
- e. If the exhibitor commissions Hanse-Aerospace to provide services that are not covered by the contract, the costs incurred for this shall be invoiced separately.

3. CANCELLATION OR NON-PARTICIPATION BY THE EXHIBITOR

- a. In the event that an exhibitor cancels their participation or fails to participate in the event without cancelling, the stand fees must be paid in full.
- b. If the exhibitor cancels their participation and Hanse-Aerospace succeeds in renting the stand to a third party, the exhibitor shall be released from the contract. In this case, the exhibitor must pay Hanse-Aerospace a flat-rate compensation of 25 % of the contractually agreed stand fees. The exhibitor reserves the right to prove that Hanse-Aerospace did not suffer any damage or that the damage was significantly lower than the flat rate.
- c. If rental to a third part is only partially successful, the above regulations shall apply accordingly.

- d. If and to the extent that third-party rental is not possible, Hanse-Aerospace is entitled to move another exhibitor into the unoccupied stand space or to use the stand space in other sensible ways in order to preserve the overall appearance of the joint stand, without triggering the exhibitor's entitlement to reimbursement of costs. The associated costs shall borne by the exhibitor.

4. UNFORESEEABLE INCIDENTS

- a. If an unforeseeable incident occurs for which Hanse-Aerospace is not responsible, which has no connection to the operation of Hanse-Aerospace, and which makes it impossible to carry out the event as planned, Hanse-Aerospace is entitled to cancel, postpone or shorten the event before it begins. This also applies in particular in the event of force majeure, including pandemics and power outages (blackout). Hanse-Aerospace is not liable for damage or other disadvantages (e.g. cancellation costs and wasted expenses) that the exhibitor may suffer as a result.
- b. In the event of cancellation more than six weeks but no more than three months before the start of the event, the exhibitor is obliged to pay Hanse-Aerospace 25 % of the contractual stand fees due to the upfront costs. In the event of cancellation less than six weeks before the start of the event, this amount increases to 50 % of the contractual stand fees. Any further down payments shall be reimbursed by Hanse-Aerospace.
- c. If the event is postponed, the exhibitor is entitled to withdraw from the contract, provided that they can prove that there is an overlap with another fixed booking for an event of the same type. In this case, the exhibitor is obliged to pay Hanse-Aerospace 25 % of the contractual stand fees due to the upfront costs. Any further down payments shall be reimbursed by Hanse-Aerospace.
- d. If the event, once started, is shortened or cancelled due to the occurrence of an incident of the type mentioned in lit. a, the exhibitor is not entitled to reimbursement or reduction of the contractual stand fees.

5. STAND DESIGN

- a. Hanse-Aerospace shall provide the exhibitor with detailed requirements for the design of the stand and the presentation of exhibits. The exhibitor is obliged to comply with this information in a timely manner.
- b. Exhibitors may only include their own design measures if they correspond to the external appearance and concept of the Hanse-Aerospace joint stand. In all cases, such design measures must be coordinated with Hanse-Aerospace in advance.
- c. Hanse-Aerospace reserves the right to determine the allocation of the relevant stand areas on the joint stand at its reasonable discretion, taking special requests into account, in order to ensure the optimal utilisation of the entire joint stand area.
- d. The stand area allocated to the exhibitor may deviate from the booked area by up to 2 sqm (+/-) due to stand construction issues dictated by necessity without this triggering claims by the exhibitor.

6. LIABILITY, INSURANCE

- a. Hanse-Aerospace is fully liable for damage caused intentionally or through grossly negligent behaviour on the part of its legal representatives or executive employees.
- b. Hanse-Aerospace is liable for damage caused by ordinary vicarious agents through gross negligence. The amount of liability is limited to such damage, the occurrence of which can typically be expected in contracts of this type.
- c. In the case of slight negligence, Hanse-Aerospace is only liable for the breach of essential contractual obligations. A contractual obligation is regarded to be essential if compliance with this obligation is of particular importance for the execution of the contract (cardinal obligations). The amount of liability is limited to such damage, the occurrence of which can typically be expected in contracts of this type.
- d. The liability of Hanse-Aerospace for damage resulting from injury to life, limb or health is excluded from the above limitations of liability.
- e. The exhibitor is liable in accordance with the statutory provisions. Exhibitor insurance is recommended.
- f. The insurance of exhibits against all risks during and in connection with participation in the Hanse-Aerospace joint stand is the responsibility of the exhibitor.

7. CIRCULARS

Hanse-Aerospace shall inform exhibitors by means of e-mail about issues relating to the preparation and implementation of the joint stand. The exhibitor is solely responsible for any consequences resulting from failure to comply with these circulars.

8. FINAL PROVISIONS

- a. The mutual rights and obligations arising from this contractual relationship are subject to the law of the Federal Republic of Germany.
- b. The place of performance and jurisdiction is Hamburg.