

Conditions of Participation for Online Exhibitors of automatica 2022

The following terms and conditions shall apply to the contract between Messe München GmbH and the exhibitor for participation as an online exhibitor (hereinafter referred to as "Exhibitor") at automatica 2022. Any conflicting confirmations by the Exhibitor with reference to its own terms and conditions of business or purchase are hereby rejected. Any deviations from the terms and conditions of Messe München GmbH shall be effective only if they have been confirmed in writing by Messe München GmbH.

§ 1 Services to be provided by Messe München GmbH

An Exhibitor can book a media package for its online presence in the automatica 2022 exhibitor portal. Additional individual services can be booked directly through our official media services partner NEUREUTER FAIR MEDIA GmbH (Westendstraße 1, 45143 Essen, Germany).

The specific service descriptions can be found in the online overview of the marketing services for online exhibitors in the automatica 2022 exhibitor portal, which can be found on the following page: guide.automatica-munich.com/en. The booking of additional individual services (bookable via NEUREUTER FAIR MEDIA GmbH) is permitted only in connection with the booking of a media package online Basic.

automatica 2022 will take place from June 21 to 24, 2022. All contents of the exhibitor portal can be accessed (depending on the time of booking) circa four weeks before the start of the trade fair and until autumn 2022 in the exhibitor portal.

§ 2 Requirements for participation

1. The Exhibitor shall order the media package as described by submitting the fully completed online application. The conditions of participation are bindingly accepted by the Exhibitor upon registration. The registration is binding for the Exhibitor. The contract between the Exhibitor and Messe München GmbH shall come into effect upon confirmation of participation by Messe München GmbH. The confirmation must be in text form.

Payment can be made only via bank transfer or credit card. Other forms of payment, such as cash payments or payments by check, are not possible; Messe München GmbH assumes no liability in the event of loss.

2. The Exhibitor shall be entitled to be present in the exhibitor portal of automatica 2022 only if it can be assigned to the permitted exhibition areas (in accordance with automatica-munich.com). For participation in automatica 2022, the Exhibitor shall select a focus area from the exhibition areas (per

online registration). If the Exhibitor does not meet these requirements, his registration will be cancelled. Any fee paid shall be reimbursed.

3. The Exhibitor shall not be entitled to present offers that are not listed under one of the focus areas listed in the exhibition areas. In such a case, Messe München GmbH shall be entitled to block the Exhibitor's access to the automatica 2022 exhibitor portal; any fee paid shall not be reimbursed.

5. Advice on online media packages shall be provided by our official media service partner NEUREUTER FAIR MEDIA GmbH.

§ 3 Fees

The service listed below shall be offered. The respective individual services can be gathered from the description of the package and services included in the marketing document available at guide.automatica-munich.com/en. The price below is net price. It shall increase by the applicable statutory value-added tax.

Full payment of the invoice shall be a prerequisite for obtaining the services.

Media-Package online Basic (basic entry plus)

EUR 3,990

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§ 4 Liability

1. The Exhibitor shall bear sole responsibility for ensuring that all contents of its appearance (e.g., texts, graphics, links, catalog entries) do not infringe the rights of third parties.

2. Messe München GmbH in no way controls the content that the contractual partner posts or disseminates via the automatica exhibitor portal and, accordingly, accepts no liability for such content, including its accuracy, legality and quality. However, Messe München GmbH shall be entitled to block, delete or edit the content made accessible via the service at any time at its own discretion or, if necessary, to publish it at another location within the offer, particularly if Messe München GmbH becomes aware or may rightfully assume that such content or its use violates applicable law.

Messe München GmbH shall not be liable to the contractual partner if Messe München GmbH must block the appearance of a participant due to its obligations as a host provider.

3. In the event that Messe München GmbH, a company affiliated with Messe München GmbH, and/or employees, staff, personnel, representatives, share-

holders and vicarious agents of Messe München GmbH and/or companies affiliated with Messe München GmbH shall be legally prosecuted by third parties or authorities in connection with the content posted by the contractual partner, the Exhibitor shall indemnify and hold harmless Messe München GmbH, companies affiliated with Messe München GmbH, as well as employees, staff, personnel, representatives, shareholders and vicarious agents of Messe München GmbH and/or companies affiliated with Messe München GmbH, upon request, from all claims or demands, regardless of the legal basis. This shall also include appropriate legal fees and court costs.

4. Liability is hereby excluded for minor or short-term impairments of usability. Except in the case of willful and gross negligence, Messe München GmbH shall assume no liability for disruptions, errors, delays or other obstacles to performance that occur when content is transmitted over the Internet. In addition, Messe München GmbH shall assume no liability for access to and availability of the Internet. The availability may be limited at times, particularly due to maintenance work or for other reasons. Liability for the consequences of limited availability—of whatever type and for whatever reason—is hereby excluded.

§ 5 Contractual period, termination

This contract shall come into force when Messe München GmbH has confirmed the Exhibitor's registration, and shall terminate on June 24, 2022 without the need for notice of termination. The right to statutory notice of termination is hereby excluded.

Free cancellation is not possible.

Messe München GmbH shall be entitled to cancel the event if it cannot hold the event due to force majeure or other circumstances for which Messe München GmbH is not responsible, or if holding the event shall become unreasonable for Messe München GmbH, for example due to an insufficient number of participants. Messe München GmbH shall then inform the Exhibitors immediately and refund in full any fees already paid. Any further claims by Exhibitors shall be excluded unless Messe München GmbH is guilty of willful or gross negligence.

§ 6 Other agreements

Any supplement or amendment to this contract must be in text form. No verbal agreements exist. This agreement can be amended only by declaration in text form.

Should one or more provisions of this contract be or become invalid or unenforceable, the remaining provisions of the contract shall remain unaffected. In place of the invalid or unenforceable provision, a provision that comes as close as possible to what is economically intended in a permissible manner shall be deemed to have been agreed. The same shall apply to any omissions.

Venue and place of jurisdiction for all legal disputes arising from this contract is Munich. This contract is subject to the laws of the Federal Republic of Germany.