

General terms and conditions for the participation as exhibitor at the Silicon Saxony joint booths of various trade fairs.

## 1. Organizer

- 1.1 Organizer / Main booker of joint booths according to the trade fair companies is Silicon Saxony Management GmbH, Manfred-von-Ardenne-Ring 20 F, 01099 Dresden.

## 2. Organization and Exhibition management

- 2.1 Silicon Saxony Management GmbH takes over the technical - organizational realization and management according to the event specific service catalog and acts in its own name when executing the order.

The general conditions of participation of the particular fair / exhibition are binding.

## 3. Registratuion organization

- 3.1 Companies from Germany as well as their German and foreign subsidiaries and representatives with exhibits according to point 10 are entitled to apply for participation in joint company exhibitions. An affiliation to the Silicon Saxony network is not decisive for the admission as exhibitor.

## 4. Registration and admission

- 4.1 The registration for participation has to be done by using the (online) registration form of Silicon Saxony Management GmbH. The form has to be filled out completely and has to be signed legally binding. By signing the form, the participant agrees to the following General Terms and Conditions of Participation. Handwritten additions on the form are not permitted and will lead to a rejection of the registration. The registration is possible - depending on the availability of exhibition space - until the registration deadline stated in the registration form. It is up to the organizer to extend the registration deadline if the capacities of the available sub-exhibitor spaces are not yet exhausted. The registration is considered as an irrevocable and binding contractual relationship between both partners within the scope of the cancellation possibilities.

Silicon Saxony Management GmbH confirms the admission to the particular event in written form.

- 4.2 The registration does not justify any claim for admission or for a certain size and location of the total booth. Silicon Saxony Management GmbH is entitled to reduce the total booth area in coordination with the organizer in order to avoid economic damage. In case of trade fairs / exhibitions under the organizational sovereignty of the association SEMI, obligatory contributions for members and non-members of the organization have to be paid, which will be called in addition to the costs of Silicon Saxony Management GmbH and the trade fair companies. Binding for the amount of the contributions is the listing in the Member Directory of the association SEMI.

Companies, which have not fulfilled their financial obligations from earlier or similar events may be excluded from the admission process.

- 4.3 The exhibitor will be admitted

- if and to the extent that the available exhibition space permits its consideration,  
- if it fulfills the requirements of point 3 and point 10 of these General Conditions  
- if the exhibits fit into the framework and concept of the joint exhibition.

- 4.4 Silicon Saxony Management GmbH partly allows a pre-selection of the desired stand locations in different pricing models, which are considered binding for a booth planning. If after admission due to unforeseeable developments on the side of the organizer or the implementing company, booths or entrances and exits have to be relocated or changed, no claims can be asserted. If the exhibitor is in a worse position with his booth type according to the selection form in the booking process (row booth instead of corner booth), the difference will be refunded.

- 4.5 The exhibitor must accept that at the beginning of an event the location of the other booths may have changed compared to the time of admission. Claims for compensation are excluded on both sides.

An exchange of the allocated booth with another exhibitor as well as a partial or complete transfer of the booth to third parties is not permitted without corresponding agreement with Silicon Saxony Management GmbH.

- 4.6 Booths will be handed over to the exhibitor or his representative according to the agreement with Silicon Saxony Management GmbH before the event starts at a fixed time slot. Booths that have not been taken over by the exhibitor or his representative according to the agreement can be used otherwise without the exhibitor being able to make claims beyond the rights contained in point 8.4.

- 4.7 The event-relevant registration form indicates whether booth construction and space or only the booth construction is provided. If only the booth construction is provided, the exhibitor has to rent the space independently. If this is neglected, Silicon Saxony Management GmbH can withdraw from the contract under application of point 8.4.

- 4.8 Silicon Saxony Management GmbH is entitled to withdraw the admission if it was granted due to false information or if the admission requirements on the company side change significantly after conclusion of the contract.

## 5. Sub-exhibitors, division of sub-exhibitor space

- 5.1 The size of the booth space that can be used per sub-exhibitor is defined in the service catalog. The sub-exhibitor is free to share this space with other exhibitors. If several exhibitors want to rent an area together, an authorized representative has to be named as direct contact to Silicon Saxony Management GmbH. Furthermore, the sub-exhibitor is free to rent several booth spaces.

- 5.2 The maximum number of spaces per company is limited to 2. The conditions listed under point 3 and 4 apply. For a listing in the exhibition directory, an amount defined in advance by the exhibition organizer is to be paid per exhibitor, as well as the particular amount according to the affiliation or non-affiliation to the association..

- 5.3 The main exhibitor as authorized representative shall be jointly and severally liable for his space as well as for all negligence on the part of his authorized representatives and any vicarious agents.

## 6. Payment conditions

- 6.1 Full payment of the booth rent is an absolute prerequisite for participation in the event. This must be made in time before the start of the event.

Invoices will be sent to the invoice address stated on the registration form after the deadline. After the registration deadline, 50% of the total costs must be paid as a deposit. The 2nd partial amount is payable up to 21 days before the event/trade fair takes place. Any additional costs incurred and additional services booked as binding will be charged to the exhibitor after the event/trade fair has taken place.

- 6.2 The participation fee shall be paid in full, irrespective of any sponsorship of the trade fair participation by third parties.

- 6.3 Complaints regarding the invoices can only be considered if they are made in writing to Silicon Saxony Management GmbH within 14 days after invoicing.

- 6.4 In case of non-payment Silicon Saxony Management GmbH is entitled to withdraw from the contract. If the booth space can be used otherwise, point 8.4 applies. Claims for damages of Silicon Saxony Management GmbH remain unaffected.

## 7. Assignment, Offsetting, Right of retention

- 7.1 The assignment of claims against Silicon Saxony Management GmbH as well as an offset of the participation fee are excluded.

A right of retention can only be exercised as far as it concerns claims from the same contractual relationship.

## 8. Withdrawal

- 8.1 Silicon Saxony Management GmbH is entitled to withdraw from the contract if insolvency proceedings or comparable legal proceedings are applied for or opened against the exhibitor's assets or if the proceedings are rejected due to lack of assets. The exhibitor has to inform Silicon Saxony Management GmbH immediately.

- 8.2 After admission, the duty to pay the participation fee remains legally binding, even if, for example, import requests of the exhibitor are not complied with or not fully complied with by the authorities responsible for this, the exhibition goods do not arrive on time (e.g. due to loss, transport or customs delay) or do not arrive at all for the event, or entry visas for the exhibitor or his representatives are not available on time.

- 8.3 Once the contract has been signed, the exhibitor is not permitted to withdraw from the contract or reduce the booth space. Furthermore, point 6.2 also applies in the event of non-participation.

- 8.4 If, at the time of the event, a pandemic has been declared by the federal or state authorities which makes it impossible to hold the event/trade fair, the contract shall be subject to the resolutive condition that the holding of the event/trade fair would be prohibited one month before the contractually agreed start date due to government measures.

The decisive factor is the prohibition on holding any events/trade fairs on the above-mentioned cut-off date; it is irrelevant whether the event is feasible on the agreed date [example: the condition subsequent occurs if an event planned for 01.10.2020 could not take place on 01.09.2020 due to a general decree].

In case of cancellation of the contract due to the occurrence of the above mentioned condition Silicon Saxony Management GmbH will receive 10 % of the agreed payment as processing fee.

- 8.5 After the end of the registration period, 100% free cancellation is not possible.

If the exhibitor decides not to occupy the booth space assigned to him, he shall pay

- 25 % of the participation fee up to 160 days before the event/trade fair takes place
- 50 % of the participation fee up to 100 days before the event/trade fair takes place
- 75 % of the participation fee up to 50 days before the event/trade fair takes place
- 100 % of the participation fee up to 21 days before the event/trade fair takes place

, if the space or the booth construction cannot be rented otherwise. In any case Silicon Saxony Management GmbH will receive 10 % of the agreed total amount as processing fee.

Silicon Saxony Management GmbH makes every effort, but is not obligated, to rent the space to other parties in order to avoid loss payments for the exhibitor.

The exhibitor is explicitly allowed to prove that Silicon Saxony Management GmbH has not suffered any damage or a damage of lesser extent.

- 8.6 A justified withdrawal of the exhibitor or the renunciation of the allocated booth space has to be communicated to the contracting party in written form and will only become effective after confirmation of receipt by Silicon Saxony Management GmbH.

## 9. Booth equipment, Design and Labeling

- 9.1 The booth design is carried out by Silicon Saxony Management GmbH according to the corporate design. Within the agreed booth space the exhibitor has the possibility to use his own corporate design on the existing sub-exhibitor graphic space (if feasible in terms of booth planning). Silicon Saxony Management GmbH assigns a graphic partner for this implementation, who acts as contact person for the exhibitor. It is mandatory to use this graphic partner for the booth design.

- 9.2 The exhibitor is responsible for the equipment and individual design of the booth area. Local building and exhibition regulations are decisive. The exhibitor is required to coordinate his design measures with Silicon Saxony Management GmbH and to obtain any required furniture from the repertoire of the booth construction.

A booth design that does not match the building regulations/exhibition regulations applicable at the venue may be removed or modified at the exhibitor's expense.

## 10. Exhibition goods, booth personnel, protection against competition, direct sales

- 10.1 All exhibits must be listed individually and with exact description in the application. Media necessities (separate water connection, additional power requirements) must also be stated. Exhibits that are flammable, have a strong odor or generate noise may only be exhibited with the prior consent of the trade fair organizer. Exhibits shall not be removed for the duration of the event.

- 10.2 The exhibitor is required to provide expert booth support with at least 1 person during the set opening hours for the entire duration of the event. Absences are to be reported to the permanent representation of Silicon Saxony Management GmbH.

- 10.3 There is no claim to protection against competition.

- 10.4 Direct sales are not permitted unless expressly authorized. In the case of direct sales, the exhibits must be labelled with clearly legible price tags. In addition, the exhibitor must obtain and comply with all trade and health permits.

## 11. Transport, installation and dismantling of exhibits and booth equipment

- 11.1 The transport of the exhibition goods, the storage of empties, the use of lifting and conveying equipment, the deployment of personnel for packing and unpacking, the setting up of the exhibition goods and their dismantling, repackaging and other related activities are the responsibility of the exhibitor alone.

The sub-contractor is liable for any damage caused. Any liability of Silicon Saxony Management GmbH is excluded.

## 12. Picture and sound recordings

- 12.1 Silicon Saxony Management GmbH is entitled to take photographs, drawings as well as film and video recordings of the exhibition events, the exhibition buildings and booths as well as the exhibition objects and to use them for advertising or press publications. If the exhibitor does not agree to this, it is possible to express this disagreement in advance of the trade fair. This also applies to press or television recordings with the consent of Silicon Saxony Management GmbH.

- 12.2 Press talks or sound recordings on the exhibition area, which are initiated by the exhibitor himself, have to be communicated to Silicon Saxony Management GmbH in advance.

## 13. Data protection regulations

- 13.1 The exhibitor agrees that Silicon Saxony Management GmbH stores, processes or forwards personal data according to DSGVO using automatic data processing for business purposes as far as this is necessary for the purpose of the exhibition or another legitimate interest exists. An-

other legitimate interest is also the new acquisition for trade fair participations of the following year.

## 14. Insurance and liability

- 14.1 The insurance of the exhibitor's goods against all risks of transport and during the event, in particular against damage, theft, etc. is the responsibility of the exhibitor. The exhibitor is liable in accordance with the statutory provisions. The purchase of exhibitor insurance is recommended.

- 14.2 The exhibitor is liable for all damage caused to third parties as a result of his participation in the exhibition, including damage caused to buildings on the exhibition grounds and to the exhibition grounds and their furnishings.

- 14.3 Silicon Saxony Management GmbH is fully liable for damages caused by intentional or grossly negligent behavior of its legal representatives or executives, caused by gross negligence of simple vicarious agents and for any violation of essential contractual obligations not caused by gross negligence or intent. The liability is limited in amount to such damages, the occurrence of which must be typically expected in contracts of the present type.

- 14.4 The limitations of liability in point 14.3. shall not apply in the case of liability for the absence of guaranteed characteristics, liability under the Product Liability Act and liability for injury to life, limb or health.

## 15. Circular

- 15.1 After allocation of the booth spaces, the exhibitors will be informed by electronic circulars about questions concerning the preparation and implementation of the joint exhibition. The exhibitor shall be solely responsible for any consequences arising from non-compliance with these circulars.

## 16. Caveat

- 16.1 Regulations and directives of the competent authorities of the host country that deviate from these Conditions of Participation or cause additional restrictions shall have priority at all times.

- 16.2 The organizer of the participation is entitled to postpone, shorten, extend or cancel the participation as well as to close it temporarily or finally and in single parts or as a whole, if events of force majeure or other unforeseeable events, for which Silicon Saxony Management GmbH is not responsible, require such a measure. In this case the exhibitor has the right to withdraw from the contract; further claims are excluded.

- 16.3 In case of cancellation of the event or the official participation in the event for which Silicon Saxony Management GmbH is not responsible, Silicon Saxony Management GmbH is not liable for any damages or other disadvantages resulting for the exhibitor.

- 16.4 At the request of the organizer, the exhibitor is obliged to pay an appropriate share of the costs incurred by the preparation of the event. The amount of the quota to be paid by each exhibitor will be determined after consultation with the business organizations involved and Silicon Saxony Management GmbH.

## 17. Final provisions

- 17.1 Deviations from the content of this contract as well as additional agreements are only legally binding if they have been confirmed in writing by Silicon Saxony Management GmbH.

- 17.2 The mutual rights and obligations arising from this contractual relationship shall be governed by the laws of the Federal Republic of Germany.

- 17.3 Place of execution is Dresden. If the defendant is a merchant or a legal entity under public law or if the defendant has no general place of jurisdiction in Germany, the place of jurisdiction shall be Dresden or the defendant's general place of jurisdiction, at the plaintiff's option.

- 17.4 Claims of the exhibitor against Silicon Saxony Management GmbH are subject to a limitation period of 6 months, as far as this is not opposed by mandatory legal regulations.

- 17.3 Should any of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions. The parties are mutually obligated to replace the invalid provision with a provision that permissibly corresponds or comes as close as possible to the purpose of the omitted provision.

Silicon Saxony Management GmbH  
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Dresden