

Conditions of Participation MES Expo

State: October 2021

§ 1 Event/ Organizer

The MES - Mobility Electronics Suppliers Expo ("MES" or Event") is an international trade fair for the electronics supply industry in the mobility sector.

The MES is organized by Messe Berlin GmbH ("Messe Berlin") on the exhibition grounds of Messe Berlin GmbH Berlin ExpoCenter City.

§ 2 Dates

2.1 Duration of the event

07.11.2023 – 09.11.2023

2.2 Registration deadline

31 March 2023

2.3 Opening hours for visitors

07.– 09.. November 23
10 am – 6 pm

2.4 Opening hours for exhibitors

07.11.2023 – 09.11.2023
9 am – 7 pm

2.5 Set-up

02.– 06.. November 23
7 am – 10 pm

2.6 Dismantling

10.11.2023 – 12.11.2023
7 pm – 10 pm

2.7 We reserve the right to make alterations to this schedule. Please note any subsequent updates.

2.8 Every exhibitor is obliged to correctly equip and furnish the stand and to staff it with personnel daily for the duration of the exhibition. Stands may not be dismantled Tuesday, November 7, 2023, before 5 pm. If the Exhibitor violates this regulation, the organizer is entitled to demand a contractual penalty to be determined in each individual case at the organizer's reasonable discretion in the amount of max. EUR 5,000.00, the appropriateness of which is to be reviewed by the competent court in the event of a dispute. The Exhibitor may provide evidence that the organizer has not suffered any damage or that the damage is significantly less. This shall not affect the possibility of asserting further claims.

§ 3 Eligibility to participate, admission and placement

3.1 Only companies and organizations involved in activities related to the expo theme with regard the nomenclature are legible for participation.

3.2 The binding participation in the event takes place when the exhibitor completes the stand registration online and sending it to Messe Berlin by pressing the send button "SEND" or when exhibitor completes the stand registration and sending it to Messe Berlin. The registration constitutes the exhibitor's irrevocable offer to Messe Berlin to enter into a contract.

3.3 The submission of the completed web form does not constitute a claim to admission. Messe Berlin will decide on admission at its own discretion.

3.4 Messe Berlin will submit to the Exhibitor a proposal for the location and size of the stand space provided ("placement proposal") within the scope of the given possibilities and taking into account the registered form and size of the stand.

The proposed placement, also taking into account the information provided by the Exhibitor, is based on Messe Berlin's needs and spatial possibilities within the scope of its free discretion. The Exhibitor shall not be entitled to a specific location and a specific size of stand

3.5 Insofar as the Exhibitor declares their agreement with the proposed placement, the Exhibitor is bound by this declaration of agreement.

3.6 The Exhibitor may not relocate, exchange, divide, or transfer all or part of their exhibition space to third parties who are not co-exhibitors approved by Messe Berlin, unless Messe Berlin has given its prior written consent.

3.7 Each Exhibitor is obliged to make use of the information provided to them, i.e. to inform themselves in particular about the spatial and technical requirements for the individual stand construction, the lo-cation, the exact dimensions and any fixtures of the stand allocated to them.

- 3.8 Messe Berlin is entitled to provide the Exhibitor with an exhibition space that deviates from the placement, i.e. to change the Exhibitor's exhibition space or stand in terms of location, shape, dimensions and/or size, provided that such changes are necessary for technical or operational reasons and are made to an extent that is reasonable for the Exhibitor, taking into account the interests of the Exhibitor. The Exhibitor will be allocated a space of equal value if possible.

Insofar as subsequent changes result in a reduced participation price, the difference shall be refunded to the Exhibitor.

The Exhibitor is entitled to withdraw their application or to withdraw from the contract within one week after notification of the new placement. Further claims against Messe Berlin are excluded.

§ 4 Participation fees and remuneration for ancillary and additional services

- 4.1 The participation fee owed for participation in the event comprises the rental fee for the stand area or the price for the complete stand as per item 4.2 or as per item 4.4, the Media Package as per item 4.5 and the AUMA contribution as per item 4.6. The remuneration for the services and products accompanying the event shall result from the prices for the ancillary and additional services stated in the BECO Webshop
- 4.2 The rental fee for the stand area is as follows (for the stand forms, please see the web form for the stand application):

Row	165.00 EUR/m²
Corner	175.00 EUR/m²
Peninsula	180.00 EUR/m²
Island	190.00 EUR/m²

From a booked single stand area of 150sqm the row stand price applies for all stand types. Each sqm or part thereof will be charged in full.

A charge of 80.00 EUR for each sqm of the actual built-over area will apply to two-storey stands.

The minimum stand size to be occupied is 12sqm.

The electricity/water **connection** must be ordered as an additional service in the BECO Webshop. Electricity/water **consumption**, hall lighting, heating, aisle

cleaning and hall supervision are included in the rental price.

The participation fee for co-exhibitors is 330.00 EUR.

- 4.3 Stand construction must be ordered separately by the Exhibitor unless they have ordered a complete stand.

- 4.4 Part of the participation contract is a Media Package (obligatory), the scope of services of which is specified in the web form for stand registration. The prices are as follows for the

Main Exhibitor:	EUR 520/m ²
Co-exhibitors:	EUR 99/m ²

The fee for the co-exhibitor will be charged to the main Exhibitor.

- 4.5 In accordance with the agreements with the Association of the German Trade Fair Industry (AUMA), an amount of **EUR 0.60/m²** will be charged.

§ 5 Withdrawal from the contract

Cancellation of exhibition space free of charge is possible until **01.11.2022**. After 01.11.2022, item 8 of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin GmbH shall apply.

§ 6 International Representatives

Messe Berlin maintains a worldwide network of foreign representatives, whose contact details can be obtained from the Messe Berlin website at

<https://www.messe-berlin.de/en/company/messe-berlin-worldwide/>. All exhibitors based outside Germany are entitled to be advised from the international representative responsible for them. The service includes the provision of information on events and entry requirements, and in particular assistance with visa matters.

§ 7 Terms of payment

- 7.1 Upon conclusion of the contract by means of the order confirmation in accordance with item 3.1 of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin GmbH, the total participation fee in accordance with item 4.1 **Fehler! Verweisquelle konnte nicht gefunden werden.** of these Conditions for

Participation FRUIT LOGISTICA becomes due and will be invoiced (down payment invoice). Invoicing of all other services, i.e. including ancillary and additional services ordered in the BECO Webshop, will be carried out after the event has been held, with any advance payments already made being credited against a final invoice.

- 7.2 The invoice number and the customer number must be stated when making payment.
- 7.3 Any subsequent invoice rewriting will be charged with a processing fee of **EUR 90** plus VAT.
- 7.4 If, after the agreement on placement and stand space, the Exhibitor, with the consent of Messe Berlin, takes up additional stand space, the additional amount resulting from the increase in stand space must be paid either with the down payment invoice or with the final invoice.

§ 8 Media Package

- 8.1 Messe Berlin GmbH offers its exhibitors a package of selected marketing tools to make their participation more effective and to give them an added commercial impact.
- 8.2 The Media Package includes the media presentation of the exhibitor within the scope of the MES Expo.
- 8.3 The costs will be invoiced to the main Exhibitor in accordance with item 4.1.
- 8.4 Co-exhibitors have the option of ordering the entire range of services supplied with the Media Package, independently of the main exhibitor, at a cost of 180.00 EUR (upgrade).

§ 9 Exhibitor passes and set-up and dismantling passes

- 9.1 Exhibitors are entitled to free Exhibitor passes in the following numbers:
 - Up to 20 sqm stand area 3 passes for the first 20sqm of stand spacefor each additional stand area of 10 sqm1 additionalr pass 1 (double-storey area excluded)
- 9.2 The free Exhibitor passes will be made available to the Exhibitor on their customer account at the BECO Webshop in the form of a code. Additional Exhibitor passes have to be ordered for a fee at the BECO Webshop.

- 9.3 Exhibitors must register online in the Ticket Shop at www.fruitlogistica.de using the code and print out their personalized Exhibitor pass.
- 9.4 Additional exhibitor passes may be purchased at a cost of 35.00 EUR per pass (incl. VAT) each.
- 9.5 Each exhibitor will receive the required number of passes for set-up and dismantling free of charge via the BECO Webshop. Set-up and dismantling passes are not valid for the duration of the trade fair.
- 9.6 The passes are issued in the Exhibitor's name. They are not transferable and are only valid in conjunction with official identification. The passes must be carried throughout the event or the set-up and dismantling phases for any checks, in particular at the entrances to the Berlin ExpoCenter City exhibition grounds. Passing on ID cards to unauthorized third parties is not permitted. In this case, Messe Berlin is entitled to charge the Exhibitor the price of an Exhibitor pass for the duration of the unauthorized use. The pass in question will be confiscated without replacement. Messe Berlin is entitled to exercise its domiciliary rights and to refuse the person to whom the pass has been issued, as well as the unauthorized third party, access to the event grounds or to expel them from the event grounds.

§ 10 Stand design/appearance for individual stands

- 10.1 Exhibitor shall comply with the "Technical Guidelines" Berlin ExpoCenter City, ("Technical Guidelines of Messe Berlin") available via the BECO Webshop or at <https://www.messe-berlin.de/de/zusatzseiten/downloadcenter/> with all the design, fire protection, building regulations and other safety provisions contained therein. .

Stand walls bordering visitor aisles must include transparent panels, niches, displays or the likes in order to provide an open atmosphere on the exhibition stand in tune with the event.

Such stand boundary walls facing any open aisle may not exceed 30% of the stand length boundary, with each section of such wall no longer than 3.00m. Such

boundary walls facing the aisle must be suitably decorated with graphics.

Any stand construction which includes such stand boundary walls must be submitted for approval.

Where the back wall of a stand measuring over 2.50m in height adjoins that of neighbouring exhibitor, its appearance must be a neutral white, so as not to adversely affect the appearance of the other stand. The lessee is obliged to install a white partition separating his stand and the directly adjacent stand, which is structurally stable, has no gaps, and bears no advertising of any kind. Any stand construction which includes such walls must be submitted for approval

§ 11 Building supervision and fire protection regulations

Emergency exits, entrances and exits, fire alarms, hydrants, smoke dampers, electrical distributions and switchboards, telephone distributors and ventilation slots must be freely accessible and may not be obstructed. The use of open fires for cooking, heating and operating purposes is prohibited. Packing material, paper and other easily combustible materials may not be left lying around or stored in the halls. Outside the halls, vehicles, containers, other storage containers and materials may be parked only from 5 m from the hall wall. Detailed technical and construction regulations can be found online in the BECO Webshop.

§ 12 Regulations for the Maintenance of Order

- 12.1 Exhibitors are responsible for guarding and cleaning their own stands.
- 12.2 Efforts will be made to meet exhibitor individual requirements for parking spaces, but no automatic rights exist to parking spaces in general or to a specific parking space.
- 12.3 The unloading of goods from vehicles during the exhibition must be completed half an hour before the official opening time.
- 12.4 Vehicles must leave the Berlin exhibition grounds as soon as they have completed unloading. Exhibitors and accompanying persons must vacate the halls and grounds

within one hour following the official closing time for visitors. The same applies to vehicles. Any person wishing to leave the exhibition grounds with packages must be able to prove the origin of such items to officials at the exits.

- 12.5 Animals are not permitted on the exhibition grounds. No one is permitted to stay overnight in caravans on the exhibition grounds.

§ 13 Construction work

Messe Berlin GmbH would like to point out that construction work is currently taking place on the Berlin exhibition grounds. While every effort is being made to look after the interests of exhibitors and to keep any inconvenience to a minimum, there may be some restrictions around access areas. Some noise can also be expected from construction sites. We cannot accept any responsibility for claims arising in this connection.

§ 14 Serving of food and beverages

- 14.1 Provided that at the time of the Event, the serving of food and beverages is not prohibited by ordinance or other public law requirements and regulations, Exhibitors and co-exhibitors must observe the following:
- 14.2 For the serving of food and beverages (including samples) at the exhibition stands, the Exhibitor must strictly comply with the statutory regulations, in particular those of the "Gaststättengesetz" (Law that governs the requirements for the operation of a restaurant or pub, licenses etc.) and orders issued by the Veterinary and Food Supervisory Office. The following regulatory authority is responsible for applications for the granting of a catering permit (Gestattung) with regard to the serving of alcohol at the stand

Ordnungsamt Berlin - Charlottenburg-Wilmersdorf
 Hohenzollerndamm 174-177
 10713 Berlin
[\(https://service.berlin.de/dienstleistung/327483/\)](https://service.berlin.de/dienstleistung/327483/).

§ 15 GEMA fees

A license from GEMA is required for the public performance of copyrighted music, whether as background music or as part of

a separate event, whether for all trade fair visitors or for invited guests, and regardless of the form of performance (live, audio/CD/MP3/vinyl/streaming) or video (DVD/MPEG/streaming). Applications are to be made via the online portal <https://www.gema.de/musiknutzer/>. (for questions contact GEMA +49 (0) 30 58858 999 | kontakt@gema.de Monday to Friday 07:00 - 18:00)

§ 16 Visual and acoustic presentations

The volume for product presentations must at all times be such that adjacent Exhibitors are not disturbed. To ensure that all Exhibitors can hold technical discussions without being disturbed during the Event, presentations at the stand as part of special events (musical performances, shows, moderations, etc.) are not permitted until 5:30 p.m. each day. Registration is required for events at the stand (e.g. receptions), as well as for events that extend beyond the daily opening hours. Please refer to item 14 on licenses for musical performances

§ 17 High frequency, radio equipment

- 17.1 The operation of high-frequency, radio systems and other transmitters for communication purposes are subject to notification or licensing by the Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railway, Berlin Branch Office, Seidelstraße 49, 13405 Berlin, [www.bundesnetzagentur.de]. The frequency bands/ranges preferentially used by Messe Berlin's event-related transmission technology are listed in Messe Berlin's technical guidelines under item 5.11.
- 17.2 If unauthorized frequencies are used, this will be prevented, as other Exhibitors may be permanently disrupted in their trade fair presentation and the technical equipment of third parties may be damaged.

§ 18 COVID-19, Hygiene and Safety Concept

- 18.1 Exhibitors and co-exhibitors are obliged to inform themselves in advance of their participation in the Event about the currently applicable regulations, laws, ordinances and other orders issued in connection with the containment of Coronavirus SARS-CoV-2 (COVID-19) ("COVID-19 regulations") and to comply

with them. In addition, Exhibitors and co-exhibitors are obliged to observe the hygiene and safety measures issued by Messe Berlin for the Event, in particular the Hygiene and Safety Concept for the Event. Against the background of the dynamic development of coronavirus, Exhibitors and co-exhibitors acknowledge that Messe Berlin is entitled to adapt hygiene and safety measures to the current legal situation at any time. Exhibitors and co-exhibitors are obliged to keep themselves continuously informed of any changes, in particular via the Event website.18.2

Furthermore, Messe Berlin is entitled to restrict the right to participate to and admission to the Event to the fulfillment of health, safety and hygiene requirements in accordance with the statutory provisions (e.g. recovered or vaccinated status when opting for an event under 2G conditions). If Messe Berlin changes the conditions for participation and admission after Exhibitor or co-exhibitor has been admitted and it is verifiably impossible for Exhibitor or co-exhibitor to participate in the Event for this reason, Exhibitor and co-exhibitor are entitled to withdraw from the participation contract or cancel their participation within a period of two (2) weeks from the announcement of the conditions. Further claims, in particular claims for damages against Messe Berlin, are excluded due to the overriding health concerns of the other exhibitors and participants of the Event.

- 18.3 Insofar as the COVID-19 regulations currently in force at the time of the event stipulate that persons participating in the event must have tested negative for infection with the SARS-CoV-2 coronavirus, or other personal restrictions on participation apply to protect against infection with the coronavirus, Exhibitors and co-exhibitors are obliged to comply with these regulations and with the requirements issued by Messe Berlin in this connection, and to inform the persons employed by them and third parties commissioned by them accordingly.
- 18.1 Exhibitors and co-exhibitors are responsible for complying with the applicable hygiene and protection regulations on their stand. In addition, Exhibitors and co-exhibitors must ensure that third parties commissioned by them are informed about the regulations and measures to be observed and comply with

them. Messe Berlin reserves the right to exclude the persons concerned from participation in the Event in the event of any violations of the provisions for the containment of the COVID-19 virus and/or non-compliance with the hygiene and safety measures.