§ 1 Scope of application

1. The present General Terms & Conditions (T&C) apply to the allocation/renting of event rooms/areas of Landesmesse Stuttgart GmbH & Co. KG (hereinafter referred to as "LMS") that are described in the contract or in an Appendix to the contract. These Terms & Conditions also apply to the provision of services associated with the event and the rental of mobile facilities. In addition, the Terms & Conditions in their present version apply to all future events so long as they are not replaced with an updated version.

2. Additional or contradictory contractual conditions of the Customers shall only apply if LMS has expressly accepted them in writing. If different agreements have been concluded with the Customer in the contract, these agreements shall always take precedence over the corresponding provisions in these General Terms and Conditions.

§ 2 Coming About of Contract, Contract Amendments

1. All contracts and amendments to the contract with LMS shall only be valid in written form. For this purpose, LMS shall send two copies of the unsigned contract proposal along with annexes to the Customer. The Customer shall sign two copies and return them to LMS within the time period specified in the contract correspondence. The sending of these two legally effective signed contract copies shall represent a legal offer to conclude the contract. The countersigning and sending of one copy of the contract by LMS to the contract partner shall lead to the acceptance and, thus, conclusion of the contract.

2. Reservations shall end at the latest after expiry of the return period stipulated in the contract correspondence. No special notification to the Customer shall be required in this case.

3. The requirement for contract supplements or amendments to be provided in written form shall be regarded as complied with if the respective requirement is communicated and confirmed in electronic form or by fax. The supply and set-up of media equipment or event-related equipment shall normally be confirmed by means of a delivery note.

§ 3 Contracting Parties, Organiser, Event Manager

1. The contracting parties are LMS and the Customer. If the Customer is a broker or an agency, the Customer shall name the Organiser in writing in the contract as the “Organiser” and shall inform him of all contractual obligations, including these General Terms and Conditions. The Customer shall remain liable to LMS for the performance of all obligations which are the responsibility of the Organiser under the terms of this contract. The Organiser shall act in this case as the Customer’s agent. The Customer shall accept actions and statements of the Organiser and of persons commissioned by the Organiser as his own actions and statements for and against himself.

2. Gratuitous leasing or non-gratuitous subleasing of all or some of the meeting rooms to a third party shall require the written consent of LMS. Consent shall be deemed to have been granted if the third party is named in the contract.

3. The Organiser shall name an Event Manager in writing.

4. The Event Manager shall be obliged to be present during the event, shall be contactable at all times and shall take any necessary decisions in agreement with the contact partners, authorities and external assistants stipulated by LMS (in particular fire brigade, police, building law office, Office for Public Order, first-aid agencies). The Organiser’s Event Manager shall be obliged to discontinue the event if persons in the event venue are in danger, if necessary safety systems, equipment or devices are not working or if operating provisions of the Baden-Württemberg Assembly Ordinance cannot or are not observed with the result that persons are put at risk. The Organiser’s Event Manager shall be assisted during the event by an LMS-appointed contact person who has the authority to make decisions. In addition to the Organiser’s Event Manager, LMS shall be entitled to enforce house authority over all persons inside the event venue.

5. The duties to be performed by the Customer according to these contractual provisions are material contractual duties which may lead, in the case of non-fulfilment, to the restriction or cancellation of the event.

§ 4 Contractual Object / Planning of the Exhibition Area

1. The halls, assembly rooms and meeting areas which are specified in the contract shall be handed over on the basis of the existing and officially approved escape route plans and seating plans with a fixed visitor capacity for the utilisation purpose stipulated by the Organiser.

2. The Customer shall be obliged to submit his detailed floor plan to LMS according to the specifications of LMS (currently as a DWG file or DXF file) 6 weeks before the start of the event at the latest. The files provided by LMS may not be changed and the information contained in the files may not be deleted.

3. Changes to the contractual object, including changes to escape route plans and seating plans by means of structures and installations, require the written consent of LMS and the submission of any necessary official authorisation. The duration, costs and approvability risk shall be borne in full by the Customer. Technical equipment, installations and structures which the Customer orders from LMS shall not require any separate authorisation from LMS.

4. The use of special areas, for example the Messepiazza, parking areas, foyers for events or the use of trade fair and exhibition halls for special events, require approval from LMS and a special licence from planning/building authorities. The particulars thereon are regulated in the contract.

5. The Customer shall be fully responsible for the duration and costs of authorisation procedures, the risk of approvability for special uses and the approvability of deviations from existing escape route plans and seating plans.

§ 5 Handover, Acceptance, Utilisation Periods

1. With the handover of the contractual object, both parties may request a joint inspection which includes an inspection of the technical equipment, emergency exits and escape routes. If LMS requests the Customer appoint an Event Manager, this person shall take part in the inspection and shall familiarise himself/herself with the event venue during the inspection. If the Customer discovers defects or damage to the contractual object, LMS shall be immediately informed of these in writing. Both parties may request that a handover certificate is drawn up in which the condition and any possible defects or damage are recorded. Should there be no handover certificate drawn up, both parties shall assume that there are no identifiable defects at the time of the handover.

2. The event floor planning, trade fair and exhibition stands, as well as the other equipment and installations, shall be accepted before the start of the event (normally the day before). The subject of this acceptance shall be verification of compliance with the approved

"escape route and seating plans", and compliance with the "Technical Guidelines" of LMS. The Event Manager shall be obliged to attend this acceptance inspection.

3 Any deviations and defects ascertained during the acceptance inspection shall be remedied by the start of the event at the latest. The Customer shall be obliged to monitor the exhibitors. LMS, the building law authorities and the fire department shall carry out random checks to determine whether the defects have been rectified. Defects which cannot be rectified may lead to the restriction or cancellation of the event.

4. The periods for loading and unloading in the delivery areas and the regulations relating to arrival and departure shall be specified by LMS.

5. All objects, structures and decorations brought by the Customer shall be removed without exception by the end of the agreed dismantling period and the original state shall be restored. After the event, items left behind may be removed at the Customer's expense. If the contractual object is not returned on time in its restored state, the Customer shall be obliged to pay a utilisation fee. LMS reserves the right to enforce any additional claims on account of the late return of the contractual object.

§ 6 Remuneration
1. The contractually agreed provisional remuneration is shown in Annex Service/Cost overview of the contract. This cost calculation is based on the respective status of the event plan. If the event plan changes, this shall lead to the updating and dispatch of the cost calculation to the Customer.

2. Payment is due within 14 days of receipt of invoice unless stated otherwise in the invoice.

3. Payment shall be made out without deductions to Landesmesse Stuttgart GmbH & Co. KG, Messepiazza 1, D-70629 Stuttgart using the bank account details printed on the invoice.

4. Queries regarding invoices must be submitted in writing to LMS within 14 days of receipt of invoice.

5. In the event of payment made after the due date or any other default of payment, our claims will be executed in accordance with § 288 of the German Civil Code.

§ 7 Advertising and Liability for Illegal Advertising Measures
1. The Customer shall be responsible for advertising the event. Advertising in the halls and on the grounds of LMS shall require the written consent of LMS. By agreement, LMS may carry out the advertising measures for a consideration. Unless the Customer objects, LMS shall be entitled to refer to the event in the event programme and online.

2. LMS is, without restrictions or prior announcement, entitled to place any type of advertising in, at or on the buildings, halls and open areas for its own and for third party purposes. Permission from the Customer is not required under any circumstances. Existing advertising spaces may not be covered or removed without the consent of LMS. Should LMS agree to the removal of any advertising material, all costs incurred for dismantling and assembly shall be borne by the Customer.

3. The Customer shall irrevocably release LMS from all claims which arise if the event or advertising for the event contravenes third-party rights (especially copyright, image rights, naming rights, trademark rights, competition rights, personal rights) or other legal regulations. This release obligation shall also include any warning costs, legal costs or prosecution costs.

4. The name of the Customer shall be shown on all printed matter, posters, admission tickets and invitations in order to make clear that there is a legal relationship only between the Customer and the Visitor and not, for example, between the Visitor and LMS.

5. In all advertising measures, and especially in all publications and discussions with third parties, the Customer shall be obliged to emphasise clearly and comprehensibly that it is the Customer and not LMS who is organising the event.

6. Only the original lettering and the original logo shall be used when the name of Landesmesse Stuttgart is shown. This shall apply for every type of announcement (also online), printed matter, posters and admission tickets. The corresponding artwork shall be provided by LMS solely for this purpose.

7. The distribution of advertising media on the event site requires the consent of LMS.

§ 8 GEMA Fees
The Customer shall be solely responsible for prompt registration of works subject to performing rights with the German Performing Right Society (GEMA) and for prompt payment of performing rights fees. LMS may request that the Customer, in good time before the event, provides written evidence of registration of the event with GEMA, written evidence of payment of the performing rights fees and/or written evidence of the invoice issued by GEMA to the Customer. If the Customer is unable or is not prepared to supply the written evidence in accordance with sentence 1, LMS may request the provision of security amounting to the estimated performing rights fees.

§ 9 Audio Recordings , Audio/Video Recordings and Video Recordings
Audio recordings, video/audio recordings, video recordings and other recordings and broadcasts of the event in any form (radio, TV, Internet, loudspeakers, etc.) shall also require, subject to the approval of the participating copyright and ancillary copyright holders, the written consent of LMS. LMS is entitled to make their approval dependent on the agreement of a fee to be paid.

§ 10 Catering, Merchandising
1. LMS and its contractually affiliated catering companies shall have the sole right to provide catering services. The Customer is not entitled to offer or dispense food, drinks, refreshments, tobacco products or similar items.

2. The Customer is not permitted, without the prior written consent of LMS, to appoint any kind of tradesmen (photographers, flower sellers, showmen, etc.) for his events or carry on a trade himself over and beyond the direct performance of the event. If LMS grants permission, a percentage of the sales proceeds to be agreed separately shall be passed on to LMS.

§ 11 Cloakrooms
1. During the event, the Customer is entitled to use the existing permanent visitor cloakrooms free of charge. At the request of the Customer, the personnel required to man the cloakrooms shall be provided by LMS as an additional non-gratuitous service. If the Cus-

tomer does not make use of the cloakroom services, LMS shall accept no liability for deposited items. The Customer shall bear the liability risk in this case for items lost by his visitors.

2. If the Customer does not make use of the cloakroom services, LMS shall be free to decide whether and to what extent the cloakrooms are to be staffed. If LMS provides cloakroom staff, the cloakroom charge shall be paid by visitors according to the displayed list. The cloakroom charges received shall accrue solely to LMS in this case.

§ 12 Fire Brigade, Police and First-Aid Attendants
The fire brigade, police and first-aid attendants shall be notified by LMS depending on the nature and size of the event. The extent of these services (number of persons to be provided) shall depend on the nature of the event, the number of visitors, the event-related risks and the possible official regulations in an individual case. The Customer shall bear the costs incurred as a result of the presence and deployment of these services.

§ 13 Admission Personnel, Stewards and Approved Service Personnel
1. Only qualified personnel who are sufficiently familiar with the event venue in case of a necessary evacuation may be deployed as admission personnel and stewards. The number of the necessary admission personnel and stewards shall depend on the nature of the event, the number of visitors, potential event risks and any additional requirements of the building control authorities and public order authorities. LMS shall provide the required admission personnel and stewards at the expense of the Customer. If possible, the Customer shall be informed about the provisional costs of these services when the contract is concluded.

2. Due to safety reasons, only LMS and its approved qualified service partners may set up connections to the lighting, water and power network of LMS, hang objects from hall ceilings, operate freight forwarding services on the site of the trade fair grounds, in particular operate cranes and lifting platforms, and install supply media, including wireless radio networks (W-LAN). The required services shall be performed at the expense of the Customer in accordance with standard market prices. If possible, the Customer shall be informed about the provisional costs of these services when the contract is concluded. If these costs are forwarded to third parties, the Customer is not entitled to levy any surcharges on the prices of LMS.

§ 14 Event Equipment Managers
If stage equipment, studio equipment or lighting equipment is to be set up for the event, the Customer is obligated to employ the requisite number of "Event Equipment Managers or Experts" in accordance with § 40 of the Baden-Württemberg Assembly Ordinance. If required, the employment of qualified personnel by LMS is done so at the expense of the Customer.

§ 15 Liability of the Customer
1. The Customer shall be liable to LMS for damage which is caused by him, his agents, exhibitors, guests or other third parties in connection with the event.

2. The Customer shall release LMS from all third-party claims which are made in connection with the event if these claims are a result of actions carried out by him, his agents, exhibitors, guests or visitors. This release obligation shall also extend to official administrative fines (e.g. on account of a disturbance of the peace, blocking of escape routes) which may be imposed on LMS, as the operator of the event, in connection with the event. This release obligation shall not apply if material damage or financial damage was (jointly) caused through the grossly negligent or intentional breach of an obligation by LMS employees. This release obligation shall also not apply if physical injury was (jointly) caused through the breach of an obligation by LMS employees.

3. The Customer shall be obliged to provide LMS with documentary evidence of an organiser's liability insurance policy with adequate coverage and amounting to at least
- € 5 million for Personal Injury and Material Damage for any one occurrence
- € 500,000 damage to rented property for any one occurrence.

The Customer shall also provide LMS with suitable documentary evidence of insurance against the loss, theft, damage and destruction of hired media or event equipment.
This insurance shall cover the replacement value of this equipment.

§ 16 Liability of LMS
1. LMS shall not be liable for compensation due to initial defects of the contractual object.

2. A reduction in the remuneration due to defects shall only be considered if LMS was informed about the reduction intention during the utilisation period.

3. The liability of LMS for simple negligence shall be excluded if no material contractual obligations are contravened.

4. In the event of contravention of material contractual obligations, the obligation of LMS to pay compensation for cases of simple negligence shall be limited to foreseeable, contract-typical and immediate average damage according to the nature of the agreement.
5. LMS shall not be liable for damage which is incurred as a result of its measures implemented for maintaining safety and order. If, as a result of misjudgement of risks, the event is restricted, cancelled or stopped on the instructions of LMS, LMS shall not be liable for cases of simple negligence.

6. Compensation claims arising from repairs or structural changes which are necessary for the maintenance and extension of the contractual object, for the prevention of danger or the elimination of damage, are excluded. This shall not affect the right to a reduction of the agreed remuneration.

7. If liability according to the provisions of these hire conditions is excluded or limited, this shall also apply to the agents of LMS.

8. The aforementioned liability exclusions and restrictions shall not apply to the warrant of properties or in the case of culpable death, physical injury or damage to personal health.

§ 17 Cancellation of Event
1. If the customer does not stage the event or wants to postpone it due to a reason for which LMS is not responsible, LMS shall be entitled to claim a lump-sum amount from the customer instead of specifically calculated compensation. In this case the customer shall be obliged to pay the following lump-sum amount in relation to the agreed remunerations:
- From the date of conclusion of the contract up to 24 months before the start of the event: 10%
- Up to 18 months before the start of the event: 25%
- Up to 12 months before the start of the event: 50%
- Up to 6 months before the start of the event: 75%

- Thereafter: 100%

These lump-sum amounts shall apply accordingly to a reduction in the amount of exhibition space, partial cancellation of the event or postponement of the event. Every cancellation by the customer shall be effected in text form or in writing.

2. The customer shall be entitled to prove that LMS did not suffer any damage or only incurred minimal damage.

§ 18 Withdrawal / Termination

1. LMS is entitled to withdraw from the contract in the event of breach of fundamental contractual duties after setting a reasonable period for performance with a threat to withdraw from the contract if performance is not effected, in particular in the event of:

- Breach of contractually agreed payment obligations
- Contravention of contractually agreed payment obligations Change in the utilisation purpose without the consent of LMS
- Lack of official permits and authorisation for the event
- Violation of authority conditions/approvals
- Contravention of legal regulations relating to the safety of the event
- Infringement of the rights of third parties as a result of the event
- Endangerment of public safety and order

2. If LMS makes use of its right of withdrawal or termination in accordance with sub-paragraph 1, it shall reserve the right to claim payment of the agreed remuneration in accordance with § 17. However, LMS shall make allowance for any saved expenses.

3. If the Customer of LMS is an agency, LMS and the agency shall have a special contract termination right should the situation arise that the agency's Customer withdraws or terminates the contract. This special contract termination right may only be exercised if the agency's Customer has assumed all rights and obligations from the existing contract with LMS and has provided adequate security at the request of LMS.

§ 19 Force majeure

If the event cannot be held due to force majeure, every contracting party shall bear his costs incurred up to that point in time. If LMS paid costs in advance for the Customer, which would have had to be refunded according to the terms of the contract, the Customer shall be obliged to refund these costs on all accounts. The absence of individual artists or the late arrival of one or more participants, as well as bad weather which includes ice, snow and storms, shall under no circumstances be regarded as “force majeure”.

§ 20 House Regulations, Exercise of House Authority

1. The House Regulations of Messe Stuttgart shall apply in all halls and rooms and outdoor areas of Messe Stuttgart. The Customer and his Event Manager shall be responsible for implementing and maintaining the House Regulations vis-à-vis their exhibitors, visitors, employees and agents. The House Regulations shall be sent to the Customer and the Event Manager on request.

2. The Customer and his Event Manager are obliged to ensure that the event is staged correctly and safely within the hired rooms.

3. LMS and the persons commissioned by LMS shall retain the right to exercise house authority over the Customer, his visitors and third parties for the duration of the hire contract.

4. When exercising house authority, the persons commissioned by LMS shall be granted access at all times to all rooms and areas.

§ 21 Stopping of Events

In the event of contravention of material contractual obligations and safety regulations, and in the case of special dangers, LMS may request the immediate evacuation and surrender of the contractual object by the Customer. Should the Customer not meet a corresponding request, LMS is entitled to evacuate the contractual object at the expense and risk of the Customer. The Customer shall be obliged in this case to pay the full charge.

§ 22 Technical Guidelines of LMS

The Customer shall be obliged to comply with the Technical Guidelines of LMS. The Customer shall impose this binding obligation without restriction on his exhibitors and contractors, and shall monitor their compliance thereof.

§ 23 Security Regulations for Events

1. The Customer undertakes to conduct the Event in compliance with the applicable statutory provisions. To the extent permitted by its legal and practical ability to exercise influence, the Customer must take appropriate action to ensure that no criminal offences are committed, no one incites others to commit criminal offences and no other serious violations of law are committed during the Event.

2. If LMS becomes aware of specific facts giving rise to the suspicion that criminal offences are being committed or are imminent, or that other serious violations of law exist, LMS shall be entitled to document the facts of the matter and require appropriate measures to avert such dangers. The Customer shall comply without delay with all lawful and proportionate instructions issued by LMS.

3. If violations of law are not brought to an end without delay despite a request by LMS, or if there are specific indications of serious risks to public safety and order, LMS is entitled to take appropriate measures to avert such risks. Such measures include, in particular, the imposition of conditions, the exclusion of individual persons, the suspension of individual parts of the Event and, where less stringent measures are insufficient, as a last resort, the temporary interruption or extraordinary termination of the Event.

4. If the Customer culpably breaches its obligations under this provision and it is established by a final and binding decision, or acknowledged by the Customer, that, in connection with the Event, a criminal offence was committed, the commission or continuation of which the Customer could have prevented or brought to an end by taking measures that could reasonably have been expected of the Customer, shall incur a contractual penalty of up to EUR 25,000, to be determined by LMS at its equitable discretion. The reasonableness of the contractual penalty imposed may be reviewed by a court. Any further claims for damages remain unaffected; any contractual penalty incurred shall be credited against the corresponding claims for damages.

5. The Customer shall indemnify LMS against third-party claims to the extent that such claims are based on unlawful acts committed by the Customer, its corporate bodies, employees, speakers, agents or any other persons employed by the Customer, and for which the Customer is responsible. The indemnity shall also cover reasonable costs of legal defence.

§ 24 Special events within the framework of trade fairs and exhibitions

LMS must be notified of special events such as exhibitor evenings or "Special Events" at the latest 3 months before the event. The licence for the implementation of special events is only granted if the

safety regulations of LMS are observed in their entirety. The customer shall be sent these regulations upon request. The costs and risk of the special event shall be borne by the organiser.

§ 25 Information on data protection
Within the context of this contractual relationship, LMS processes various personal data for different purposes (contract performance, legitimate interest, such as advertising, to the extent permitted by law).
You can view the details on your website at any time under the link: https://messe-stuttgart.de/privacy.

§ 26 Offsetting and Retention Rights
The Customer shall only be entitled to exercise offsetting and retention rights against LMS if his counterclaims are final and absolute, are undisputed or have been accepted by LMS.

§ 27 Place of Performance, Court of Jurisdiction
1. The Place of Performance for all contract claims is Stuttgart.

2. The law of the Federal Republic of Germany applies.

3. If the Customer is a contractor or has no general Court of Jurisdiction in the Federal Republic of Germany, any disputes arising from this agreement or in connection with this contract shall be agreed upon at the Stuttgart Local Court or Stuttgart District Court depending on jurisdiction. LMS is also entitled to bring legal action against the Customer before the court responsible for its headquarters.

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October 2026
Landesmesse Stuttgart GmbH & Co. KG