

General conditions for participation as an exhibitor at the Silicon Saxony joint stand of various trade fairs.

1. Organizer

- 1.1 Organizer / Booker of joint stands according to the trade fair companies is the Silicon Saxony e. V., Manfred-von-Ardenne-Ring 20 F, 01099 Dresden, Germany.

2. Organization and exhibition management

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

The General Conditions of Participation of the particular trade fair / exhibition are determining.

3. Registration authorization

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

4. Registration and Admission

- 4.1 The registration for participation must be made via the (online) registration form of Silicon Saxony e. V.. The form requires a legally binding signature and should be filled out completely. By signing the form, the participant agrees to the present General Terms and Conditions of Participation. Hand-written additions on the form are not permitted and will lead to a rejection of registration. The registration is possible - in dependence on the capacity of the exhibition space - until the deadline for registration 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 have not yet been exhausted. The registration is considered as an irrevocable and binding contractual relationship between both partners within the limits of the cancellation possibilities.

Silicon Saxony e. V. confirms the admission to the particular event in written form.

- 4.2 The registration does not establish any claim to admission or to a specific size and location of the entire booth. Silicon Saxony e. V. is entitled to reduce the total booth size in coordination with the organizer to avoid economic damage. In case of trade fairs / exhibitions under the organizational sovereignty of the association SEMI, obligatory fees for members and non-members of the organization will be charged in addition to the costs of Silicon Saxony e. V. and the trade fair companies. Mandatory for the amount of the fees is the listing in the Member Directory of the association SEMI.

Companies that have not fulfilled their financial obligations from previous similar events may be excluded from admission to the event.

- 4.3 The exhibitor will be admitted

- if and as far as the available exhibition space permits its consideration,

- if he fulfills the requirements of point 3 and point 10 of these General Conditions

- as long as the exhibited goods fit into the framework and concept of the joint company exhibition.

- 4.4 Silicon Saxony e. V. partly allows a pre-selection of the preferred booth locations in different pricing models, which are considered mandatory for a booth planning. If after admission due to unforeseeable developments on the side of the organizer or the executing company, stands or entrances, exits and surroundings 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 start of the event, the location of the other booths may have changed compared to the date of admission. Any claims for compensation are excluded on both sides.

An exchange of the assigned booth with another exhibitor as well as a partial or complete handover of the booth to a third party is not permitted without a corresponding agreement with Silicon Saxony e. V..

- 4.6 Booths will be given to the exhibitor or his representative after an agreement with Silicon Saxony e. V. before the start of the event 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 included in point 8.4.

- 4.7 The event-relevant registration form indicates whether booth construction and space or simply the booth construction will be provided. If only the booth construction is provided, the exhibitor must rent the space

independently. If this is neglected, Silicon Saxony e. V. can withdraw from the contract by referring to point 8.4.

- 4.8 Silicon Saxony e. V. is entitled to withdraw the admission if it was granted due to false information or if the admission requirements on the company's 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 a space together, an authorized representative has to be named as direct contact to Silicon Saxony e. V. Furthermore, the sub-exhibitor is free to rent several booth spaces.

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

- 5.3 The main exhibitor in his capacity as authorized representative shall be jointly and severally responsible for his areas 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 condition for participating in the event. This must be done on time before the start of the event.

Invoices will be sent to the billing address specified in the registration form after the registration 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 must be paid completely, regardless of any sponsorship of the trade fair participation by third parties.

- 6.3 Complaints about the invoices can only be considered if they are made in writing to Silicon Saxony e. V. within 14 days after billing.

- 6.4 In case of not receiving the payment, Silicon Saxony e. V. 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 e. V. remain unaffected.

7. Assignment, set-off, right of retention

- 7.1 The assignment of claims against Silicon Saxony e. V. as well as a set-off of the participation fee are excluded.

A right of retention may only be exercised as far as claims from the same contractual relationship are related.

8. Withdrawal

- 8.1 Silicon Saxony e. V. is authorized 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 needs to inform Silicon Saxony e. V. immediately.

- 8.2 After admission, the obligation to pay the participation fee remains legally binding, even if, for example, import requests of the exhibitor are not complied with or not complied with fully on the part of 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 concluded, 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 is subject to the condition subsequent that the realization of the event/trade fair would be prohibited one month before its contractually agreed start due to government measures.

Decisive is the prohibition of the realization of any events/trade fairs on the above-mentioned date; irrelevant is whether the event is possible to realize on the agreed date [example: the resolving condition 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 e. V. receives 10 % of the agreed payment as processing fee.

- 8.5 After the end of the registration period, cancellations are not possible with 100 % free of charge.

If the exhibitor renounces to occupy the booth space allocated to him, he must 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

, provided that the space or the booth construction cannot be rented to another party. In any case Silicon Saxony e. V. will receive 10 of the agreed total amount as processing fee.

Silicon Saxony e. V. will do its utmost, but is not obligated, to rent the space to other parties to avoid loss payments for the exhibitor.

The exhibitor is explicitly allowed to prove that Silicon Saxony e. V. 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 becomes effective only after confirmation of arrival by Silicon Saxony e. V.

9. Booth Equipment, design and labeling

- 9.1 The booth design is provided by Silicon Saxony e. V. according to the corporate design. The exhibitor has the possibility to use its own corporate design on the existing sub-exhibitor graphic space within the scope of the agreed booth space (as far as this can be implemented in terms of booth planning). Silicon Saxony e. V. assigns a graphic partner for this realization, who acts as contact person for the exhibitor. It is mandatory to use this graphic partner for the stand design.

- 9.2 The exhibitor is responsible for the equipment and individual design of the booth area. Local building and exhibition regulations are decisive in this regard. The exhibitor is required to coordinate his design measures with Silicon Saxony e. V. and to obtain any required furniture from the booth builder's repertoire.

A booth design that does not conform to 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 requirements (separate water connection, additional power requirements) are also to be indicated. Exhibits that are flammable, have a strong odor or generate noise may only be exhibited with the prior approval of the trade fair organizer. Exhibits may not be removed for the duration of the event.

- 10.2 The exhibitor is obligated to provide for a competent booth supervision with at least 1 person during the scheduled opening hours for the entire duration of the event. Absences are to be reported to the permanent representatives of Silicon Saxony e. V.

- 10.3 There is no right to protection from competition.

- 10.4 Direct sales are not permitted unless specifically authorized. In the case of the last mentioned, the exhibited goods must be marked with clearly legible price labels. In particular, the exhibitor must obtain and comply with the trade and sanitary permits.

11. Transport, installation and deinstallation of exhibits and stand equipment

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

The subcontractor commissioned is responsible for any damage incurred. Any responsibility of Silicon Saxony e. V. is excluded.

12. Picture and Sound Recordings

- 12.1 Silicon Saxony e. V. is authorized 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 approval of Silicon Saxony e. V.

- 12.2 Press interviews or sound recordings on the exhibition area, which are initiated by the exhibitor himself, must be communicated to Silicon Saxony e. V. in advance.

13. Data protection regulations

- 13.1 The exhibitor agrees that Silicon Saxony e. V. stores, processes or transfers personal data according to DSGVO by using automatic data

processing for business purposes as far as this is necessary for the purpose of the exhibition or another legitimate interest exists. Another 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 held responsible according to the legal regulations. The purchase of exhibitor insurance is recommended.

- 14.2 The exhibitor is responsible 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 e. V. is fully responsible for damages caused by intentional or gross negligent behavior of its legal representatives or executives, caused by gross negligence of simple vicarious agents and for every violation of essential contractual obligations not caused by gross negligence or intentional behavior. The liability is limited in amount to such damages as may typically be expected to occur 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 warranted characteristics, liability under the Product Liability Act and liability for injury to life, body or health.

15. Circulars

- 15.1 After the allocation of the booth spaces, the exhibitors will be informed by electronic circulars about questions concerning the preparation and realization of the joint exhibition.

The exhibitor will be exclusively responsible for any consequences arising from non-compliance with these circulars.

16. Restriction

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

- 16.2 The organizer of the event is entitled to postpone, shorten, extend or cancel the event as well as to close the event temporarily or permanently and in single parts or as a whole, if events of force majeure or other unforeseeable events for which Silicon Saxony e. V. 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 e. V. is not responsible, Silicon Saxony e. V. is not responsible for any damages or other disadvantages resulting for the exhibitor.

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

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 e. V.

- 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 fulfillment is Dresden. If the defendant is a merchant or a legal entity under public law or if the defendant does not have a 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 e.V. shall become statute-barred after 6 months unless mandatory statutory provisions to the contrary apply.

- 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 corresponds or comes as close as possible to the purpose of the omitted provisions in a permissible manner.

Silicon Saxony e. V.
Dresden