

# General Terms & Conditions of Participation (English)

---

Please read the General Terms & Conditions of Participation carefully.

---

## General Terms & Conditions of Participation (GTCoP)

### 1. Miscellaneous and area of application

These General Terms & Conditions of Participation apply to all events and exhibitions of the Münchner Mineralientage Fachmesse GmbH (hereinafter "MMT").

MMT does not recognise any terms or conditions by exhibitors or participants that contradict or deviate from these General Terms and Conditions of Participation, unless MMT had expressly given their written consent to their applicability. These General Terms and Conditions of Participation shall also apply in the event that MMT executes the contract without any reservation, despite having knowledge of the exhibitor's or the participant's terms and conditions that contradict or deviate from the General Terms and Conditions of Participation.

The MMT events and trade fairs are in particular, the following listed below:

#### **THE MUNICH SHOW („TMS“), Mineralientage Muenchen**

German geo-fair (GEOFA) and International Sales Exhibition (BÖRSE) for minerals, gemstones, jewellery, fossils, geo-equipment and accessories.

#### **GEMWORLD MUNICH/GEMWORLD Connect**

International Sales Exhibition for jewellery, gems, watches, and accessories.

#### **AEON watches & fine jewelry**

International Sales Exhibition for jewellery and watches as "Fair plus one" and "B2B2C" concept as pop-up event in Munich city centre and professional trade fair.

The following shall apply to all exhibitors:

- the exhibitor information (service description of the respective event and price list)
- the privacy policy

each retrievable at [www.munichshow.de](http://www.munichshow.de), [www.gemworldmunich.com](http://www.gemworldmunich.com) and [www.aeon-show.com](http://www.aeon-show.com).

### 2. Event aim

With its international trade fairs and sales exhibitions, MMT provides all collectors of minerals and fossils, goldsmiths, jewellery designers, jewellers, museums, specialist dealers, representatives of related professions, and accessories suppliers the opportunity for comprehensive information, purchase, sales, and exchange. The trade fairs and sales exhibitions are commercial events, so that all exhibitors, even if they are private collectors, are deemed to be commercial service providers.

### 3. Venues, dates and opening hours

The venue, the dates and the opening hours of the respective trade fair in accordance with clause 1 are published in the relevant application forms and service descriptions as well as on the website of the respective event.

# General Terms & Conditions of Participation (English)

Please read the General Terms & Conditions of Participation carefully.

---

## 4. Range of products

### 4.1 Range of products for THE MUNICH SHOW, Mineralientage Muenchen

Minerals, fossils, rough stones, raw gemstones, meteorites, gemstones, semi-precious stones, polished collector's stones, jewellery with stones, chains & strands, unique and design jewellery with genuine gemstones, jewellery accessories, promotional and gift articles made of stone, mollusc shells, seashells, corals, geo-equipment, trade literature, and collector's accessories.

### 4.2 Range of products for GEMWORLD MUNICH/GEMWORLD Connect

Gemstones, semi-precious stones, polished collector's stones, jewellery with stones, chains & strands, unique and design jewellery with genuine gemstones, jewellery accessories and machines.

### 4.3 Range of products for AEON watches & fine jewelry

Gemstones, jewellery with stones, unique and design jewellery with genuine gemstones, as well as watches.

### 4.4 General rules for product range

Regulations related to the preservation of species must be complied with and, if appropriate, the required documentation for marketing must be kept ready.

All goods must be labelled with the name, discovery site, and end price including VAT in EURO (potentially number with price list); details "exhibition price" or "exhibition discount" are not permitted. Items not for sale or already sold must be specially labelled as such, also irradiated mineral, repaired mineral specimen, imitations of fossils and artificial products. Dyed or mounted mineral specimen are not permitted, the same applies to mineral specimen that have been bonded together.

## 5. Exhibition booths

Exhibition tables, exhibition cabins, full service booths or floor space can be leased. The exhibition booths can only be leased for the agreed overall duration. MMT will label each booth with a booth number and owner's name. The use of boothards, dimensions, drawings, and images of the booth area as well as descriptions of the exhibition booths in the application forms and booth documentation merely serve for the description and illustration and does not constitute a guarantee of characteristics.

The following options are available to the respective events:

### 5.1 THE MUNICH SHOW/Mineralientage Muenchen

For THE MUNICH SHOW/Mineralientage Muenchen, the following booth options are available in accordance with the application forms:

#### 5.1.1 Table booth Row, Entrance, Head

Minimum length 3 m, Table booth Head 5 m. Prices are exclusive of VAT, see application form, plus power connection (max. 3 kW), power consumption and PR contribution. The tabletop (**attention: risk of tilting, please ensure stability and robustness!**) is 100 cm wide. A suitable table cover and front and back facing to the floor (suspended cloth) are considered to be a minimum contribution to a clean exhibition appearance. Decorative tabletop structures are welcome. Maximum height 200 cm. The exhibitor shall ensure sufficient lighting and adhere strictly to the VDE regulations; exhibitor must provide own multiple power sockets and extension cords.

#### 5.1.2 Wall table booth Row, Corner, Head

Table structure in front of stable exhibition partition wall (height 250 cm); table width: front side 100 cm, wall side 50 cm. Wall table booth Row and Corner minimum 5 m, Wall table booth Head minimum 10 m (3 kW incl. grounding), otherwise as 5.1.1.

#### 5.1.3 Floor spaces without partition walls/fascia

For installation of Floor spaces Row, Corner and Head for own booth construction. Booth standard depth 3 m, minimum size 9 sqm, prices are exclusive of VAT, see application form, plus power connection (max. 3 kW incl. grounding), power consumption and PR contribution.

# General Terms & Conditions of Participation (English)

Please read the General Terms & Conditions of Participation carefully.

## 5.1.4 Cabin Row, Corner, Head

Cabin incl. partition walls (height 250 cm) and fascia (width 30 cm), booth standard depth 3 m, size from 9 sqm. Prices are exclusive of VAT, see application form, incl. contingent of beer tables (220 x 50 x 80 cm) and beer benches (220 x 25 x 40 cm) see clause 5.1.8.

## 5.1.5 Small cabin Row, Corner, Head

Booth incl. partition walls (height 250 cm), without fascia, booth standard depth 3 m, size 9 - 15 sqm. Prices are exclusive of VAT, see application form, incl. contingent of beer tables (220 x 50 x 80 cm) and beer benches (220 x 25 x 40 cm) see clause 5.1.8.

## 5.1.6 Full service booth row or corner as well as SYMA booth construction

Package booth incl. additional services (display cases, furniture, lighting, labelling, power connection) as specified in the application form. The additional services vary depending on size and type of the respective package. Details see application form, prices incl. power connection, power consumption, and PR contribution (excluding VAT).

## 5.1.7 Staggered discount for Floor spaces and Cabins

From 24 sqm there is a discount of 15% for each additional sqm.

## 5.1.8 Contingent beer tables and beer benches for cabins and small cabins

Cabins and small cabins are equipped with a basic contingent of beer tables and beer benches. Additional tables and benches can be ordered for a fee via the order form: "Booth supplies".

Booth size	tables	benches
9 to 11 sqm	2	1
12 to 15 sqm	3	2
16 to 23 sqm	4	3
> 24 sqm	5	4

## 5.2 GEMWORLD MUNICH/GEMWORLD Connect

For the GEMWORLD MUNICH, the following booth options are available in accordance with the application forms:

### 5.2.1 Block booth entrance, corner

Minimum length Block booth entrance 3 m, block booth corner 5 m, block system with storage space, fascia, rear wall and a service table. Prices are exclusive of VAT, see application form, plus power connection (max. 3 kW), power consumption and PR contribution. Table width: Front side 100 cm, wall side 50 cm. Decorative tabletop structures are welcome, maximum height 200 cm. The exhibitor shall ensure sufficient lighting and adhere strictly to the VDE regulations; exhibitor must provide own multiple power sockets and extension cords.

### 5.2.2 Floor spaces without partition walls/fascia

For installation of Floor spaces Row, Corner and Head for own booth construction. Booth standard depth 3 m, minimum size 9 sqm, prices are exclusive of VAT, see application form, plus power connection (max. 3 kW incl. grounding), power consumption and PR contribution.

### 5.2.3 Full service booth row or corner as well as SYMA booth construction

Package booth incl. additional services (display cases, furniture, lighting, labelling, power connection) as specified in the application form. The additional services vary depending on size and type of the respective package. Details see application form, prices incl. power connection, power consumption, and PR contribution (excluding VAT).

### 5.2.4 Staggered discount for Floor spaces and Cabins

From 24 sqm there is a discount of 15% for each additional sqm.

# General Terms & Conditions of Participation (English)

---

Please read the General Terms & Conditions of Participation carefully.

---

## 5.3 AEON watches & fine jewelry

There are three different options to choose from for the booth package in accordance with the respective order form and as stated in clause 5.3.1 - 5.3.3:

### 5.3.1 Silver package

Consisting of an 8 sqm booth, as well as a 20 sqm exhibition booth, each including booth construction, basic furnishing, power connection (max. 3 kW), power consumption, and PR contribution. Prices are exclusive of VAT, see application form.

### 5.3.2 Gold package

Consisting of a 10 sqm booth, as well as a 25 sqm exhibition booth, each including booth construction, basic furnishing, power connection (max. 3 kW), power consumption, and PR contribution. Prices are exclusive of VAT, see application form.

### 5.3.3 Platinum package

Consisting of a 20 sqm booth, as well as a 40 sqm exhibition booth, each including booth construction, basic furnishing, power connection (max. 3 kW), power consumption, and PR contribution. Prices are exclusive of VAT, see application form.

## 5.4 PR contribution for all events

To support national and international trade associations, the organiser charges a PR contribution in the amount of 1.00 EUR excl. VAT per meter for table booths/per sqm for Floor spaces and Cabins.

## 6. Offer and acceptance, conclusion of contract

The exhibitor who wishes to participate at the respective event must fully complete an exhibitor booth registration in paper form on the basis of the booth options offered in each case and submit this to MMT within the specified registration period. With the submission of the application form the exhibitor accepts these General Terms and Conditions of Participation. The registration is binding, regardless of approval by MMT. The registration is only complete upon receipt by MMT and binding until notification of admission or final non-admission. After the receipt of the registration by MMT, MMT shall send a confirmation of the registration to the exhibitor. Registrations received after the application deadline may be placed on the waiting list in the event of overbooking.

MMT decides on the admission of the exhibitors, the exhibits, as well as the exhibition booth. The exhibitor does not have a right to participation unless such right exists by virtue of the law. The conclusion of the contract takes place when the exhibitor receives the confirmation of admission and the invoice of MMT. The content of the admission confirmation is legally binding.

Reservations or conditions additionally included in the registration (e.g. placing/neighbours) must be confirmed by MMT in writing in order to be valid. If the content of the admission confirmation deviate from the content of the participator's application form, the contract is made in accordance with the admission confirmation; in this case the exhibitor does, however, have the right to deviate for 14 days after the receipt of the admission confirmation.

MMT has the right to revoke or extraordinarily terminate the contract, if the admission was confirmed on the basis of incorrect or incomplete details on the application form, or if the exhibitor no longer meets the requirements of participation at a later point in time.

An exhibitor who has not fulfilled his financial obligations towards MMT in the past by failing to pay invoices for previous events, or who has breached these GTCOP or other contractual obligations may be excluded from the event.

MMT may disclose the contact data of the exhibitor submitted in the application form to third parties, service providers instructed by MMT, in compliance with GDPR, if this is necessary to provide the agreed services. Reference is expressly made to the data protection contingents of MMT, which are published on the respective websites of the events (see clause 1).

# General Terms & Conditions of Participation (English)

Please read the General Terms & Conditions of Participation carefully.

---

The VAT ID no. (for applicants from the EU) that has to be specified by the exhibitor or the evidence of certificate of entrepreneurial status (for applicants from non-EU countries) serves the assignment of the applicant for VAT purposes. The applicant assures that the VAT ID no. or the certificate of entrepreneurial status and the assignment to his business sector are correct or valid. All required documents and information must be submitted to MMT by the application deadline. Documents submitted after this date cannot be taken into consideration and must therefore be billed with the currently applicable rate of 19% VAT. The exhibitor has an obligation to notify any changes in this respect to MMT without delay. The VAT ID no. or the certificate of entrepreneurial status is used by the exhibitor for his participation in the event, and it is also used for all other transaction between the applicant and MMT.

## 7. Allocation of booths and defects

Exhibition booths are allocated with consideration of the spatial capacities available and the structure of the event. If possible, special booth requests will be taken into consideration. However, there is no legal right to demand admission or a certain location. Any request to exclude competitors is generally not permitted. Notification of the booth arrangement is made no later than 8 weeks prior to the start of the exhibition. MMT expressly reserves the right to extension of the booth or, if appropriate reduction of the booth due to special circumstances.

Complaints due to defects in the booth or exhibition area or due to missing booth equipment must be made in writing to MMT immediately after occupation of the exhibition areas, however, no later than prior to the opening of the respective event, so that MMT can remedy these defects. Later complaints cannot be taken into consideration and do not justify any claims against MMT.

In the event that the exhibitor is unable to use his booth or is prevented to use the booth to the full extent because he has breached legal or other official regulations or these GTCOP, he nevertheless has an obligation to pay the fees and compensate MMT for all costs and damages caused by himself or his agents. The exhibitor does not have the right to extraordinarily terminate his participation in the event unless he is entitled to do so by law.

Goods/exhibits other than those permitted in clause 4 under "Range of products" may not be exhibited. Exhibits that are insufficiently marked or labelled within the meaning of clause 4.4 and/or not approved may be removed by MMT at the expense and risk of the exhibitor. The same applies to exhibits that breach compliance of regulations related to the preservation of species or for which the required documentation for marketing cannot be submitted.

Exhibits and advertising materials may only be exhibited at the booked location, and they may not have an adverse effect visually or audibly on the booth neighbours or their booths.

For the protection of personal rights and registered designs, there is a general ban on taking photographs on the respective exhibition site. Only persons authorised by MMT and who have a valid badge are authorised to take photographs, or record films or videos on the event premises. Should this be breached, MMT shall have the right to demand the respective material and destroy it.

## 8. Terms and conditions of payment

The invoice for participation is sent to the exhibitor at the same time or after the admission confirmation. All amounts invoice by MMT are due immediately after receipt, inclusive of 19% VAT, if and insofar as this is applicable. 50% of the booth fee is payable immediately, the remaining amount is payable by no later than 1 month prior to the start of the respective event. Invoices for other services, which are commissioned separately, are due at the date of the invoice. All payments that are made by bank transfer must be made free of charge in EURO, quoting the invoice and client number, on the following account:

Beneficiary: Muenchner Mineralientage Fachmesse GmbH

IBAN: DE27 7025 0150 0028 3202 65

Bank: Kreissparkasse Muenchen Starnberg Ebersberg

Swift/BIC: BYLADEM1KMS

Address: Sendlinger-Tor-Platz 1, 80336 Muenchen

For payments via direct debit (only possible if it is an account in Germany), internet-based payment methods (PayPal) or credit cards (VISA, MasterCard, American Express), a service charge of max. 3% is charged.

Objections to the invoice can only be considered within 14 days after the receipt of the invoice.

# General Terms & Conditions of Participation (English)

Please read the General Terms & Conditions of Participation carefully.

---

## 8.1 Default

All invoices shall bear interest at a rate of 9 percentage points above the base rate 10 days after they are due and after the invoice has been issued. In case the exhibitor does not comply with the payment dates (also due do the not fully paid area), MMT may terminate the entire approved area and use it otherwise.

For all obligations that have not been met, MMT may retain the exhibitors' brought-in booth equipment and exhibition goods on the basis of the right of lien. Section 562a, Sentence 2, BGB (German Civil Code) does not apply, unless sufficient security already exists. MMT may sell the retained objects on the free market after written notification if payment is not made within the statutory time limit. MMT are only liable for damage and/or loss of the pledged goods in the event of intent or gross negligence.

## 8.2 Advance payment

With the return of the application forms by the exhibitor, an order is generated immediately by the organiser. After receipt of the application confirmation, the exhibitor has the option to make an advance payment on the basis of the order at the following special conditions:

Bank transfer of 100% of the booth fee with a deduction of 3% discount (from the net amount).

The option of the advance payment ends with the registration deadline of the respective event. The advance payment is not a guarantee or promise of admission and does not replace the admission under clause 6 by MMT.

If the allocated booth size or equipment deviates from the order and if the exhibitor expressly objects in writing within the objection period in accordance with clause 6, a refund or surcharge will be applied by MMT. The special terms do not apply to any surcharge.

## 9. Rescission and non-attendance

It is possible to withdraw from the registration until admission confirmation. In this case, a withdrawal fee of 10% is payable. The applicant has the right to provide evidence showing that the withdrawal fee requested from him is too high.

After admission confirmation, it is no longer possible for the exhibitor to withdraw or reduce the booth size. In this event, and if there is no case of permitted cancellation in accordance with clause 6, the cancellation of the contract is only permitted in special circumstances and only with the consent of MMT. If MMT consents to the cancellation of the contract, 50% of the participation fee is payable if the contract is cancelled up to 4 weeks prior to the start of the event, 75% if the contract is cancelled up to 1 week prior to the start of the event, then 100%, in each case in addition to the costs incurred by MMT.

In case of non-attendance, the participation fees and fees for any other services must each be paid in full. The following specific point applies: The exchange of non-occupied areas by MMT for protecting the overall visual look does not release the exhibitor from his payment obligation.

## 10. Termination

MMT has the right to terminate the contractual relationship with the exhibitor without notice for good cause, in particular, but not exhaustively in the following circumstances:

- Insolvency proceeding initiated against the exhibitor or in the case that such procedures were rejected due to lack of assets;
- The exhibitor has breached the contractual duties to a significant extent and/or repeatedly, e.g. by the participation of third-party exhibitor who were not registered, breaches against the permitted range of products, and breach of intellectual property.

In the event of termination for good cause by MMT, MMT shall have the right to close the exhibitor's booth after the termination has been received by the exhibitor. The exhibitor does not have the right to bring claims for compensation or other claims against MMT. The obligation to pay the booth fees and other costs in accordance with the confirmation of participation and the invoice shall remain.

# General Terms & Conditions of Participation (English)

Please read the General Terms & Conditions of Participation carefully.

---

## **11. Set-up and dismantling, support for the exhibition spaces**

### **11.1 Set-up and dismantling for events on the exhibition grounds of the Munich Trade Fair Centre**

Set-up starts in principle two days prior to the start of the respective event from 12:00 p.m. and must be completed prior to the opening of the event at 6:00 p.m.

MMT may freely use allocated exhibition booths that are vacant up to the start of the event without notification (see clause 9). The exhibitor concerned who is in default of acceptance may not assert any claims of any kind against MMT, including refund of the rent, as a result of this.

Dismantling shall take place in principle after the end of the event on the last day of the event and until the following day at 6:00 a.m. at the latest. For organisational and optical reasons it is not permitted to clear and leave the exhibition booths prior to the end of the event. The places must be left clean and tidy, with full inventory and without empty containers. In case of infringement, a flat fee for cleaning and disposal in the amount of 250.00 EUR shall be due.

### **11.2 Early set-up for events on the exhibition grounds of the Munich Trade Fair Centre**

Exhibitors have the option to apply for early set-up two days prior to the start of the event from 7:00 a.m. for an additional fee of 100.00 EUR (net). This option is available with a booth invoice (net) of 2,000.00 EUR. MMT reserves the right to decline applications without justification. The application must be made in writing and received no later than 14 days prior to the start of the event via email: [exhibitor@munichshow.com](mailto:exhibitor@munichshow.com).

A fee-based application can be made for early set-up three days prior to the start of the event from 7:00 a.m. where the booth invoice (net) is 5,000.00 EUR or higher. The fee due is 210.00 EUR (net). For this purpose, the exhibitor receives 5 specially marked set-up badges. Further set-up badges can be ordered subject to a fee. MMT reserves the right to decline applications without justification. The application must be made in writing and received no later than 14 days prior to the start of the event via email: [exhibitor@munichshow.com](mailto:exhibitor@munichshow.com).

### **11.3 Validity of Traffic Guide of the Munich Trade Fair Centre**

The right to amendments to clauses 11.1 and 11.2 are expressly reserved, in particular, if and insofar as amendments are made by Munich Trade Fair Centre.

Otherwise, the "Traffic Guide of the Munich Trade Fair Centre" shall apply.

### **11.4 Support for the exhibition booths**

For security reasons, the exhibitors have access to their exhibition booths during the exhibition only from 7:30 a.m. onwards and until 7:00 p.m.

The cleaning of the booths is the responsibility of the exhibitor and must be completed daily prior to the start of the event. During opening hours, the exhibition booths must be properly equipped, stocked with the registered merchandise and sufficiently staffed; restocking or removal of goods is only possible using a trolley to the loading zone with restricted loading permission (subject to deposit).

The exhibitor must ensure that the hygiene concept, which MMT reserves the right to issue, will be observed on his booth area at all times. This also includes the times for set-up and dismantling. It is not permitted to grant the use of the booth area to third parties. This also applies to co-exhibitors.

The exhibitor has an obligation to sufficiently guard booth area together with accessories and the objects brought in from him at all times or to otherwise ensure surveillance. This applies in particular in the event of a hazardous situation. See also clause 13.

### **11.5 Set-up and dismantling for events outside the exhibition grounds of the Munich Trade Fair Centre**

The exhibitor will find the respective times for set-up and dismantling in the respective admission confirmations.

# General Terms & Conditions of Participation (English)

Please read the General Terms & Conditions of Participation carefully.

---

## 12. Exhibitor badges

Each exhibitor will receive a quota of badges, staggered depending on the booth size. Badges required in addition to these can be purchased for 50.00 EUR excl. 19% VAT. The exhibitor badges are intended exclusively for exhibitors, their booth personnel, and booth representatives.

The badges are non-transferable and must be personalised online beforehand. They are valid in connection with a valid form of ID (passport or identity card).

Table booth	Floor space	Number of badges
1 - 3 m	from 9 sqm	3
4 - 5 m	10 - 16 sqm	4
6 - 8 m	17 - 24 sqm	5
> 8 m	> 24 sqm	6

## 13. Security, surveillance

MMT is arranging the general surveillance of the exhibition halls and the adjoining open-air grounds via a commissioned surveillance firm of the Munich Trade Fair Centre without any liability for losses or damages. The surveillance taken over by MMT does not limit the exclusion of liability for personal injury and material damage.

It is imperative that the instructions issued by the security staff, in particular, with regard to the obligation to wear ID, are followed. The surveillance of the exhibition booths and goods during opening hours as well as the set-up and dismantling times are the responsibility of the exhibitor. Special guards can be provided subject to costs via the commissioned surveillance company upon written request with MMT.

It is possible to lease a strong room of an external security firm in addition. In this case, MMT is merely facilitating contact between the exhibitor and the security firm but is no contractual partner and does not accept any liability.

It is not permitted to make overnight stays in the security zone or on any area of the Munich Trade Fair Grounds.

## 14. Liability of exhibitor, insurance

The exhibitor is liable for all damages, which are caused by him, his staff, representatives or his exhibition objects and facilities to persons or property. He has an obligation to fit the required protective devices to the exhibited items.

The exhibitor shall be liable, regardless of fault, for damages arising from those hazardous areas where the cause is emanating exclusively from his sphere and which are outside the area that can be controlled by MMT. This includes, in particular, but not exhaustively:

- damage caused as a result of improper use of the booth area,
- the disappearance of accessories brought in due to insufficient security or surveillance,
- damage caused as a result of failure to comply with the exhibitor's obligations in these GTCOP.

The strict liability is basically limited to the risk that is typically insurable with liability insurance policies at the time the damage occurs.

MMT does not provide the exhibitor with any insurance cover for the respective events. Each exhibitor has an obligation to take out a relevant insurance contract with an insurance company approved in the European Union and to pay the due premiums (including insurance tax) in good time.

## 15. Customs and fiscal measures

Each exhibitor is responsible for their own customs and tax obligations.



# General Terms & Conditions of Participation (English)

---

Please read the General Terms & Conditions of Participation carefully.

---

## 16. General terms and conditions of use

The exhibitor is responsible for the equipment and design of the booths. It is strictly forbidden to open the supply lines. The pasting, painting, wallpapering of floors, walls, and fascias as well as drilling wall plugs or fixing holes is forbidden. Installations and fire extinguishers must be accessible at all times. All installations (electricity, water, telephone, etc.) may be carried out up to the booth only by the firms named by the event organisers. These firms receive all orders via arrangement and with the consent of the event organisers.

All equipment and materials used by the exhibitors must correspond to the safety regulations. The exhibitor shall be liable for all damages caused due to the use of connections carried out by firms that are not registered and not contracting companies of MMT. The right to impose conditions on the booth design (appearance and technical) remains reserved.

## 17. Cancellation or postponement of the event or of the venue

In the event of circumstances for which MMT is not responsible or in the event of an Act of God, MMT is entitled:

a) to close or change, in terms of date as well as location, whereby the exhibitor is not entitled to demand a release from the contract or a reduction in rent, or

b) to cancel prior to the start. If the event must be cancelled within the three months to six weeks prior to the start, 20%, or within the last six weeks 50% of the booth rental is charged for the reimbursement of costs.

The exhibitor does not obtain a right to withdraw nor a right to terminate nor any other rights to bring a claim against MMT as a result of this. Otherwise, clause 18.2 shall apply

## 18. Liability by MMT

### 18.1 Limitation of liability

MMT shall be liable, regardless of the legal basis, under the legal contingents, if and insofar as the exhibitor is bringing claims for compensation, which are based on intent or gross negligence by MMT, its legal representatives or agents.

The claim for compensation for the breach of material contractual obligations shall be limited to damages that are foreseeable and typically occur, insofar as there is no intent or gross negligence. In respect of damages based on intentional or grossly negligent breach of non-material contractual obligations, liability is limited to damages that are foreseeable and typically occur. Material contractual obligations are those whose fulfilment is essential for the proper performance of the contract and the compliance with which the exhibitor may rely upon as a rule.

Liability caused by culpable injury to life, body or health shall remain unaffected; this also applies to the strict liability under the product liability law, or insofar as damages are covered by the existing business liability insurance. The exhibitor is, however, obliged to maintain his own insurance companies to the extent common in the industry and structure.

Unless otherwise specified above, liability is excluded.

### 18.2 Force Majeure and rescission

If MMT is prevented from fulfilling its contractual obligations through no fault of its own (e.g. incorrect or late self-delivery of MMT by sub-suppliers, force majeure, industrial action, official requirements, natural disasters, pandemic, or epidemic), MMT shall be released from the obligation to perform for the duration of the effects. MMT shall inform the exhibitor immediately of any restriction or hindrances on the services, by naming the obligations MMT is prevented from fulfilling. MMT reserves the right to withdraw from the contract if the performance of the contract cannot be guaranteed with reasonable expenses due to the unforeseeable named grounds, e.g. if the purpose intended with the exhibition can no longer be achieved, or the performance is becoming unsustainable for economic reasons.

In the event that, due to a pandemic, short-term changes of legal regulations and official orders or instructions and restrictions are order for exhibition events, and MMT is forced to cancel the event, the same conditions shall apply as with the cancellation of the event due to the above-mentioned circumstances of force majeure.

# General Terms & Conditions of Participation (English)

---

Please read the General Terms & Conditions of Participation carefully.

---

If, due to force majeure or other circumstances for which MMT is not responsible, in particular, the non-performance of material contractual obligations by contractual partners of MMT, MMT is forced to postpone or cut short the event, the contractual relationship between MMT and the exhibitor for the amended date and period shall be deemed as concluded. If it is unreasonable to postpone the event or cut it short, the exhibitor must object in writing within two (2) weeks after notification of the postponement or shortening of the event. In this case, MMT shall have the right to adjust the price for participation and for the booth to the changed circumstances at MMT's discretion. In the event of an objection and therefore the termination of the contractual relationship between MMT and the exhibitor by the same, MMT shall refund the fee to the exhibitor in line with the following rule.

If MMT cancels the event or parts of the event because either the event cannot be held due to force majeure or other reasons not attributable to MMT, or taking into consideration the interests of the exhibitors, because it has become untenable for MMT to hold the exhibition or parts of the exhibition, it is at the sole discretion of MMT whether a refund of the costs will be made to the exhibitors affected.

## 19. Domiciliary right and house rules

During the set-up times, duration and dismantling times of the event, MMT is holding authority over the parts of Messe München GmbH provided. This also includes the booth areas and the conference rooms. MMT and its agents must be granted access to the booth areas and conference rooms at all times. Their instructions must be followed.

MMT reserves the right to issue house rules with references, dates and special contingents and to hand these over to the exhibitor no later than at the admission confirmation.

Otherwise, the "Technical Guidelines Messe München GmbH" shall apply, as well as the "House rules and regulations for the exhibition venue of the Munich Trade Fair Centre".

For events outside the exhibition grounds of the Munich Trade Fair Centre, the guidelines and house rules for the respective venue shall apply.

## 20. Storage of data

The exhibitor expressly consents to MMT collect, store, process, or forward personal data in accordance with the General Data Protection Regulation (GDPR), insofar as this is exclusively due to business purposes. Within the scope of this contractual relationship, MMT processes various personal data for various purposes (contract performance, legitimate interest, as, f. ex. advertising, insofar as legally permissible) and is insofar responsible for compliance with requirements of the applicable data protection contingents. With regard to the existing information obligations, reference is made to the central data protection information provided by MMT. Details on this can be found on the respective event websites.

## 21. Limitation

All claims by exhibitors against MMT, excluding liability due to intent, shall become time-barred within 6 months. The limitation period shall commence with the end of the month in which the final day of the exhibition falls.

# General Terms & Conditions of Participation (English)

Please read the General Terms & Conditions of Participation carefully.

---

## **22. Other agreement and final contingents**

If and insofar as legally permissible, Munich (city) is the place of performance and exclusive place of jurisdiction for all disputes directly or indirectly arising from the contractual relationship with the exhibitor or from these General Terms and Conditions of Participation. This also applies if the exhibitor does not have a general place of jurisdiction in Germany.

All agreements between the parties must be in writing in order to be effective; this also applies to the waiver of this written form requirement.

German law shall apply to the exclusion of private international law and the CISG/UN Convention on Contracts for the International Sale of goods as well as the conflict of laws.

The contractual language is German. Should any translations of this contract be produced, these shall exclusively serve the purpose of information, without any liability as to its accuracy; the content of this contract shall be determined exclusively by the German version.

The potential ineffectiveness or invalidity of individual contingents shall not affect the effectiveness of the remaining contingents and the entire contract. The ineffective or void contingent shall be replaced by another contingent that is adapted to both parties and their contractual objective and complies with the law and considers the interests of both parties.

Version: December 2021

Münchner Mineralientage Fachmesse GmbH  
Tisinstraße 7c  
D-82041 Oberhaching