

# REGISTRATION AS EXHIBITOR



**E-world**  
energy & water

**E-WORLD ENERGY & WATER**

MAY 23 – 25, 2023 | ESSEN | GERMANY

EUROPE'S LEADING ENERGY TRADE FAIR

#Eworld2023

[www.e-world-essen.com](http://www.e-world-essen.com)

MESSE  
ESSEN

con|energy

# E-WORLD EXHIBITION AREA

AT E-WORLD ENERGY & WATER 2023

E-world energy & water is the leading trade fair for the European energy industry. About 800 exhibitors from 25 nations show trends of the industry and current developments in the market. The focus of E-world is on sustainable technologies, services and infrastructures for an intelligent, reliable and innovative energy future.

## EXHIBITION SPACE

✓ Exhibitor entry

✓ Fair catalogue entry

✓ Exhibition pass

12 m <sup>2</sup> -Stand	<b>PRICE</b> 5,590 € (+ 330 € for each additional m <sup>2</sup> )
25 m <sup>2</sup> -Stand	<b>PRICE</b> 9,870 € (+ 315 € for each additional m <sup>2</sup> )
50 m <sup>2</sup> -Stand	<b>PRICE</b> 17,660 € (+ 295 € for each additional m <sup>2</sup> )
100 m <sup>2</sup> -Stand	<b>PRICE</b> 32,290 € (+ 265 € for each additional m <sup>2</sup> )
200 m <sup>2</sup> -Stand	<b>PRICE</b> 58,360 € (+ 235 € for each additional m <sup>2</sup> )

## PRESS PACKAGE

- Online press releases: publication of three press releases on the E-world website
- Offline press releases: display of press releases in the press center during the event

**PRICE** 295 €

## LOGO ON THE FLOOR PLAN

- Logo on all 3 printed editions of the „Today’s Guide“ floor plan (5,000 copies each)
- Logo on the PDF floor plan and the interactive floor plan (starting in April)
- Logo on the PDF floor plan includes a link to any URL
- Size of logo depends on booth size (recommended minimum exhibition space: 30m<sup>2</sup>)
- Can only be booked by main exhibitors (or if main exhibitor agreed)

**PRICE** 650 €

## CONTACT

**DARIUS PYRSCH**

con|energy agentur gmbh

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# REGISTRATION AS EXHIBITOR

FOR E-WORLD ENERGY & WATER 2023



## EXHIBITOR INFORMATION

### EXHIBITOR DATA

COMPANY

STREET, NO.

ZIP, CITY

COUNTRY

PHONE

E-MAIL

WEB

VAT ID NUMBER

YOUR INTERNAL ORDER NUMBER (IF DESIRED)

### CONTACT PERSON (INTERNAL)

NAME

POSITION

PHONE

E-MAIL

### INVOICE DATA (IN CASE OF DIVERGENCE)

COMPANY

STREET, NO.

ZIP, CITY

COUNTRY

CONTACT PERSON (TO BE SHOWN ON INVOICE)

PHONE

E-MAIL

VAT ID NUMBER

YOUR INTERNAL ORDER NUMBER (IF DESIRED)

#### DATA PROTECTION NOTICE

Your personal data will be used for cooperation. Furthermore, we would like to keep you up-to-date with information on similar products and services by email. If you are not interested in this, please let us know. You have the right to object to the processing of your data for the abovementioned advertising purposes at any time. To do so, please contact the data protection officer using our postal address or at [datenschutz@e-world-essen.com](mailto:datenschutz@e-world-essen.com). For further information on how we process your personal data, please read the section on data protection in our terms and conditions.

### MAIN EXHIBITOR

- |                          |                       |            |                                     |           |                        |
|--------------------------|-----------------------|------------|-------------------------------------|-----------|------------------------|
| <input type="checkbox"/> | 12 m <sup>2</sup> at  | 5,590 € +  | <input type="text"/> m <sup>2</sup> | à 330 € = | <input type="text"/> € |
| <input type="checkbox"/> | 25 m <sup>2</sup> at  | 9,870 € +  | <input type="text"/> m <sup>2</sup> | à 315 € = | <input type="text"/> € |
| <input type="checkbox"/> | 50 m <sup>2</sup> at  | 17,660 € + | <input type="text"/> m <sup>2</sup> | à 295 € = | <input type="text"/> € |
| <input type="checkbox"/> | 100 m <sup>2</sup> at | 32,290 € + | <input type="text"/> m <sup>2</sup> | à 265 € = | <input type="text"/> € |
| <input type="checkbox"/> | 200 m <sup>2</sup> at | 58,360 € + | <input type="text"/> m <sup>2</sup> | à 235 € = | <input type="text"/> € |

Additionally, an amount of € 0.60 per square metre shall be levied on behalf of the Ausstellungs- und Messe-Ausschuss der Deutschen Wirtschaft e.V. (AUMA) [Association of the German Exhibition and Trade Fair Industry].

### CO-EXHIBITOR of:

at a co-exhibitor fee of 550 €.

We would like to order the following **EXTRA PACKAGES**:

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Company logo on the floor plan at a price of 650 € |
| <input type="checkbox"/> | Press package at a price of 295 €                  |

Please send us further **INFORMATION** on the following topics:

- |                          |                        |                          |               |
|--------------------------|------------------------|--------------------------|---------------|
| <input type="checkbox"/> | Congress/Expert Forums | <input type="checkbox"/> | Career Forum  |
| <input type="checkbox"/> | Sponsoring             | <input type="checkbox"/> | Storage Areas |

#### SPECIAL AGREEMENTS:

  
  

## IMPORTANT NOTES

Herewith, the terms and conditions of participation and the special guidelines relating to the Booth Design are accepted and legally binding. The values of the provided fields are binding, deletions or additions are invalid.

All prices are before value added tax, money transfers to: E-world energy & water GmbH, Sparkasse Essen, IBAN: DE11 3605 0105 0000 2692 58, BIC: SPESDE33XXX



Please sign and send via e-mail to [exhibitor@e-world-essen.com](mailto:exhibitor@e-world-essen.com) or via fax to +49 201 1022-333.

## SIGNATURE

NAME OF AUTHORISED SIGNATORY

CITY, DATE

YOUR SIGNATURE

# TERMS AND CONDITIONS OF PARTICIPATION

FOR E-WORLD ENERGY & WATER 2023



## 1. BASIS OF THE CONTRACT:

### 1.1. General

By registering for E-world energy & water (hereinafter also referred to as the event), the exhibitor provides legally binding acknowledgement of all aspects of the Terms and Conditions of Participation in the event. The Terms and Conditions of Participation as a whole form the legal basis for participation in the event and for E-world energy & water GmbH to provide exhibition space to exhibitors, unless E-world energy & water GmbH and the exhibitor (hereinafter also referred to as the contractual partner) have agreed otherwise in writing.

The closing date for applications is 20.02.2023.

### 1.2 Event, organiser and contact persons

*a) Organiser and commercial sponsor*  
Messe Essen GmbH  
represented by CEO Oliver P. Kuhrt  
Messeplatz 1, 45131 Essen, Germany  
Registry court: AG Essen, HRB 2  
Telephone: +49 (0)201.72 44-0  
E-Mail: info@messe-essen.de

con|energy agentur gmbh  
represented by managing director Stefanie Hamm  
Norbertstr. 3-5, 45131 Essen, Germany  
Registry court: AG Essen, HRB 22510  
Telephone: +49 (0)201.10 22-400  
E-Mail: e-world@conenergy.com

E-world energy & water GmbH  
Messeplatz 1  
45131 Essen

*b) Name of the event:*  
International trade fair „E-world Energy & water“

### 1.3 Event location, duration and opening hours

*a) Event location:*  
Germany, Essen, Fair site

*b) Duration and opening hours*  
Duration:  
23.05.2023 to 25.05.2023

*Opening hours for visitors:*  
Tuesday, 23.05.2023 and Wednesday, 24.05.2023 from 9 a.m. to 6 p.m.  
Thursday, 25.05.2023 from 9 a.m. to 5 p.m.

*Setup times:*  
Thursday, 18.05.2023, 7 a.m. to 8 p.m. until  
Monday, 22.05.2023, 7 a.m. to 4 p.m.  
Remaining work within the stand area to 9 p.m.

*Dismantling times:*  
Thursday, 25.05.2023 from 5 p.m. within the stand area.  
Entry to the fair grounds from approx. 7.30 p.m.  
Friday, 26.05.2023, 7 a.m. to 10 p.m.  
Saturday, 27.05.2023, 7 a.m. to 6 p.m.

## 2) PARTICIPATION FEES AND ADVANCE PAYMENT OF SUPPLEMENTARY FEES

The following prices will be charged for the basic package at the event. The prices are per square metre of floorspace:

12 m<sup>2</sup> for 5.590,- €, each further m<sup>2</sup> 330,- €  
25 m<sup>2</sup> for 9.870,- €, each further m<sup>2</sup> 315,- €  
50 m<sup>2</sup> for 17.660,- €, each further m<sup>2</sup> 295,- €  
100 m<sup>2</sup> for 32.290,- €, each further m<sup>2</sup> 265,- €  
200 m<sup>2</sup> for 58.360,- €, each further m<sup>2</sup> 235,- €  
All prices are exclusive of sales tax.

For special exhibition spaces, the net prices shown on the respective registration forms apply.

With two-storey construction, 50 % of the rental price for the floorspace will be charged for the walkable area. Two-storey constructions must be approved by exhibition management and with the Buildings Office (Bauordnungsamt) of Essen City Council. As the ceiling heights vary between halls, it will not be possible to accommodate such structures in all halls.

The minimum stand size is 12 square metres. The total shall be rounded up to a full square metre. Protrusions, pillars, installation connections and columns shall be deducted as one square metre. The participation fees do not include any stand partition walls.

The costs for installation of water, electrical, compressed air and telecommunication connections for the individual stands and the consumption costs and costs of all other services shall be charged to the exhibitor. Details of fees for these and other services can be found on the exhibition homepage at [www.e-world-essen.com](http://www.e-world-essen.com).

Additional exhibitor passes can be ordered in the service area at [www.messe-ticket.de/E-World\\_ESC/Account/LogOn](http://www.messe-ticket.de/E-World_ESC/Account/LogOn).

The exhibitor passes are intended exclusively for the exhibitors designated by name and their stand personnel and authorised representatives and may not be transferred to third parties. In the event of misuse, the ID shall be confiscated without compensation. The confiscation of an exhibitor pass shall not affect the right of E-world energy & water GmbH to assert any further claims.

Complimentary exhibitor passes, free passes or vouchers are non-saleable passes that may not be resold or auctioned (e.g., on eBay). In the event of infringement, E-world energy & water GmbH may confiscate the passes in question, withdraw from the Agreement and/or demand compensation for damages.

An additional amount of EUR 0.60 per square metre shall be charged for the Association of the German Trade Fair Industry (AUMA).

The participation fee and all other fees shall be charged in Euros and are net prices, in addition to which value added tax in the amount legally required at the time of the event shall be charged and must be paid.

If, by the start of the exhibition, the exhibitor has not made the payments that are due, E-world energy & water GmbH shall be at liberty to lock the stand or, at its own discretion, impose milder sanctions, such as locking the electricity or water supply.

Payment claims by E-world energy & water GmbH cannot be offset by the exhibitor with counterclaims unless the counterclaims have been legally established at the time of receipt of the set-off declaration or have been recognised by E-world energy & water GmbH. The same applies for rights of retention.

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The exhibitor is not permitted to transfer any claims against E-world energy & water GmbH to third parties.

## 3) SCOPE OF SERVICES

By concluding the agreement, the exhibitor receives the following services:

### *Stand space:*

Stand space will be allocated in accordance with the size confirmed in the approval

### *Booth staff tickets:*

Each exhibitor with a stand area of up to 20 m<sup>2</sup> will receive a free budget of € 112, which will be increased by € 28 for each additional 10 m<sup>2</sup>.

The acceptance of any co-exhibitors will not lead to an additional number of exhibitor passes.

### *Cooperative visitor promotion*

E-world energy & water GmbH shall provide event-specific advertising material as part of the basic package (exhibitor catalogue, invitations, web banner).

### *Marketing activities*

E-world energy & water GmbH shall promote the event locally with posters and permanent advertising surfaces, and internationally on its homepage.

### *Passing on the Association dues*

Payment of the AUMA fee by E-world energy & water GmbH.

### *Web presence:*

The exhibitor will be published online at [www.community.e-world-essen.com](http://www.community.e-world-essen.com) with company address and booth data.

## 4) PAYMENT TERMS

### 4.1 General

The participant invoice shall be issued to the exhibitor after approval. Any objections must be made immediately, but no later than 14 days from receipt of the invoice. No later objections will be recognised. All exhibitor invoices drawn up by E-world energy & water GmbH are due for payment immediately. Invoices for other services or supplies ordered separately shall be due on the invoice date, i.e. normally before the beginning of the event, but no later than at the time of service and supply. If invoices are sent to a third party at the exhibitor's instructions, the exhibitor shall remain the debtor nonetheless. Please make payments, quoting the invoice number and referencing the event concerned, to:

E-world energy & water GmbH  
Messeplatz 1, 45131 Essen – Deutschland

to the bank account listed below:

Sparkasse Essen, IBAN DE11 3605 0105 0000 2692 58, BIC SPESDE33XXX

In the event of non-payment, interest in the amount of 9% above the respective base interest rate shall be charged on all invoices 30 days after their due date and date of issue; in addition, a warning and processing fee of EUR 5.00 is due for each warning. If the payment deadlines are not met by the exhibitor (also due to incomplete payment for the space), E-world energy & water GmbH may declare termination for the entire approved space and put it to other use.

Section 11, „Premature termination of the agreement“, applies to reimbursement of costs. E-world energy & water GmbH may retain the stand furnishings and exhibition materials brought by the exhibitor on the basis of the right of lien. Section 562a sentence 2 of the German Civil Code

(Bürgerliches Gesetzbuch – BGB) shall not apply unless a sufficient security already exists. If the payment is not made by the statutory deadline, E-world energy & water GmbH may sell the objects retained on the open market after written notification. The E-world energy & water GmbH is only liable for damage and/or loss of the pledged property in the event of intent or gross negligence.

### 4.2 Information for exhibitors from non-EU Member States

The participation fees in section II of the agreement are net prices, exclusive of any legally incurred value added tax and/or other consumption and/or service taxes. In the event that such taxes are caused by the services of E-world energy & water GmbH, these shall be due in addition to the agreed fees. The exhibitor is not entitled to deduct present or future taxes (including any potential taxation at source), contributions and/or fees from payments to E-world energy & water GmbH. If and to the extent that the exhibitor is legally obligated to withhold and pay taxes, contributions and/or fees on behalf of E-world energy & water GmbH, this withholding shall be borne by the exhibitor. The exhibitor guarantees the payment of the participation fees contractually agreed by the due date and shall pay the required contributions to the requesting authority at its own expense on behalf of E-world energy & water GmbH by the legally stipulated deadline. The exhibitor shall forward the certificate of payment issued by the authority to E-world energy & water GmbH within one week of receipt of the certificate.

### 4.3 Information for exhibitors from EU Member States and/or Third Countries

Sales tax (VAT) shall be paid according to the recipient location principle (reverse charge). Exceptions to this rule are entrance fees, catering services and energy bills, for which a sales tax rate of 19% is currently applicable.

## 5) GENERAL CONTRACTUAL TERMS

### 5.1 Conclusion of an agreement

A basic package is ordered when the registration forms provided are filled in and submitted, including acknowledgement of these Terms and Conditions of Participation, the valid price lists and other guidelines.

The form must be filled in completely and bear a legally binding signature. Electronic registrations are only binding if they bear the name of the issuer and the qualified signature. The registration is binding regardless of confirmation and approval by E-world energy & water GmbH. The exhibition contract between the exhibitor and E-world energy & water GmbH shall come into effect 14 days after E-world energy & water GmbH issues approval following the receipt of registration. If the content of the approval differs from the content of the registration, the agreement shall be concluded in accordance with the approval issued, unless the exhibitor objects in writing within 14 days weeks. However, different hall assignments and failure to consider special requests or other special features do not entail a right of objection.

E-world energy & water GmbH is entitled to revoke the agreement concluded by the confirmation and the approval also issued if it was issued on the basis of incorrect preconditions or information or the approval preconditions later cease to be met.

The registration deadline is 20.02.2023. Registrations received after this deadline shall be placed on the waiting list if the trade fair is overbooked.

### 5.2 Approval conditions

The event is open primarily to manufacturing companies, dealers and trading companies. As a general rule, only those exhibitors are approved

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FOR E-WORLD ENERGY & WATER 2023



whose products and services correspond to the event's offerings and fulfil the preconditions according to sentence 1. E-world energy & water GmbH shall also decide on approval of an exhibitor on the basis of whether its exhibition programme matches the event's list of goods. Products that do not correspond to the event's list of goods may not be exhibited unless they are essential for the presentation and/or function of the actual exhibition object. No legal claim to approval exists unless entailed by law.

Exhibitors who have not met their financial obligations towards E-world energy & water GmbH or have violated the Terms and Conditions of Participation, Technical Guidelines, general service-specific terms and conditions of business and supply, the site rules or legal regulations can be excluded from participation.

The exhibitor will be informed of his or her stand assignment when the approval is sent. If a change to the stand space is required at this point as a result of changes to the overall layout, the agreement concluded shall be modified in accordance with the approval, unless the exhibitor objects in writing within two weeks.

### 5.3 Placement of the exhibitor at the event

The exhibitor shall be placed by E-world energy & water GmbH taking into account whether the registered exhibition items form part of a specific theme and/or particular focus of the exhibition. Stand requests do not entail any claim to assignment to this space. The submission of special space requests, which will be considered when possible, does not represent a condition of participation. There is no guarantee of exclusion of the competition.

E-world energy & water GmbH also reserves the right to change the placement of the exhibitor after the fact and assign it a stand in another position different from the stand confirmation, to change the size of its exhibition space, to move or close entrances and exits to the trade fair site or the halls and to make other structural changes if it has a substantial interest in such measures due to special circumstances. In this case, the exhibitor shall be entitled to withdraw from the rental agreement in writing within two weeks of receipt of notification of such a change, if this change adversely and unreasonably affects its interests.

If the space is unavailable for reasons for which E-world energy & water GmbH is not at fault, the exhibitor is entitled to a replacement space of equivalent value or a refund of the participation fee. No claim to compensation for damages exists.

### 5.4 Duty to ensure public safety, stand design, stand operation, premature dismantling, sales regulations, product piracy and food information regulations

#### a) Duty to ensure public safety, stand safety

The exhibitor shall assume the duty to ensure public safety on the stand area allocated to them by E-world energy & water GmbH. Exhibition stands, including furnishings and exhibits, as well as advertising media, must be set up in a sufficiently secure manner in order to ensure that public safety and order, especially as concerns life and health, are not endangered. The safety of the stand must be ensured during all stages of assembly and disassembly, and specifically for the construction, alteration and dismantling of the structure. The exhibitor is responsible for the structural safety of the stand and shall be obliged to provide proof of this where necessary.

Where there is a reasonable doubt as to the safety of a stand or of the public, E-world energy & water GmbH reserves the right to inspect stand structures, exhibits, advertising materials and similar items from the point of view of structural and public safety, or to arrange for them to be inspected by a qualified specialist at the exhibitor's expense, even if an approval

has previously been issued.

#### b) Stand design

The construction and design of the stand is the responsibility of the exhibitor. Stand construction is subject to Messe Essen's general regulations and Technical Guidelines. E-world energy & water GmbH reserves the right to issue necessary directives (e.g., setting up stand partition walls or moving floor coverings).

If the exhibitor does not have its own stand construction system, the use of stand partition walls (back and side walls) is mandatory. Note that every exhibitor must order the back and side walls necessary for its stand. If the wall elements are not ordered and the stand space is surrounded by the stand neighbour's stand elements, the wall elements shall be invoiced according to the conditions named. If a readybuilt stand or stand system with a built-in panel is not used, an external panel (30 cm in height) must be erected on all sides of the stand. The standard stand height is 2.50 m. Exhibition stands exceeding a height of 3 m require separate approval from Messe Essen GmbH. Messe Essen reserves the right to impose further conditions on stand design.

Stand partition walls, floors, hall walls, pillars, installation and fire safety equipment and other permanent hall fixtures may not have items attached to them with adhesive or nails, be painted, or be otherwise damaged. The exhibitor shall bear costs for damages and be charged for them. Any pillars or installation or fire safety equipment located in the stand area are part of the allocated stand space and must be accessible at all times. Full details of floor coverings and how they can be secured can be found in the Technical Guidelines.

The design and structure of the exhibition stand must be such that exhibits, advertising space and objects on display do not impede neighbouring companies. Each stand must be constructed, designed and operated in such a way that visitors can look into the stand from the corridor without having to enter the stand itself. This can be achieved with open entrances or passages or with built-in transparent glass or plexiglass front parts.

The intended stand design, including the labelling, must follow clearly from the drawing. If ceilings of any kind are installed, additional ceiling drawings and sectional views of ceilings, as well as an explanation of the design, must be included in any case. Claims for damages, e.g. due to loss or damage to the blueprints, samples or documents submitted, are excluded, regardless of their legal basis.

As soon as possible after invoicing, each exhibitor shall submit a stand drawing to scale (ground plan and views, if possible to a scale of 1:50 in metric dimensions) to Messe Essen GmbH for inspection. The drawing must clearly show the intended stand design, including the lettering. If ceilings of any kind are to be installed, additional ceiling drawings and ceiling sections as well as an explanation of the design must be enclosed in all cases. Claims for damages, e.g. due to loss of or damage to the designs, models or documents sent in, are excluded, irrespective of the legal grounds on which they are based.

#### c) Stand operation

During event opening hours, the stand must be staffed by sufficient personnel and remain accessible to visitors. Other stands may not be entered outside the daily trade fair hours without the permission of the stand proprietors. Legal regulations and administrative guidelines relating to the operation of the stand must be observed: Presentations may only be made in the stand space and must be done in such a way that no visual or acoustic nuisances to the neighbouring stands or obstructions in the stand or corridor spaces occur. In case of infringement, E-world energy & water GmbH is entitled at its own discretion to prohibit presentations causing a nuisance or obstruction and terminate the agreement without notice in the event of repeated infringement. In this case the exhibitor releases E-world energy & water GmbH from claims for damages asserted

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by other exhibitors due to disruptions.

#### *d) Contractual penalty for premature dismantling*

Stand dismantling may not begin until 5 p.m. on the last day of the trade fair, after the end of the exhibition. If this requirement is contravened or if the obligation to have a sufficient number of staff on the stand during the opening hours of the event is not met, Messe Es-sen has the right to charge a contractual penalty.

Activities that may lead to assertion:

- Non-staffing (premature departure from the stand) or having an insufficient number of staff on the stand during the event's opening hours, including for rented stands and re-gardless of whether any brochures and decorative materials remain.
- Premature entry of transportation into the halls with trolleys, push carts or other (rolla-ble) devices or the bringing in of packing materials such as crates, cardboard boxes, pal-lets, etc.
- Premature dismantling of the stand: this includes the dismantling of the exhibition stand itself, but also the removal of stand fittings/deco-ration, exhibition materials, ad-vertising materials and brochures and their transportation out of the hall.

In case of violation of the operating obligation, the following contractual penalty may be levied:

- From the first to the penultimate day of the trade fair: 25% of the net invoice amount of the agreed stand rent, but a minimum of EUR 2,000.00 net;
- Up to 12 noon on the last day of the trade fair: 20% of the net invoice amount of the agreed stand rent, but a minimum of EUR 1,500.00 net;
- Up to 3 p.m. on the last day of the trade fair: 15% of the net invoice amount of the agreed stand rent, but a minimum of EUR 1,000.00 net;
- Up to 5 p.m. on the last day of the trade fair: 10% of the net invoice amount of the agreed stand rent, but a minimum of EUR 500.00 net;
- Further claims of Messe Essen remain unaffected.

#### *e) Sales regulations*

Sales and consulting may only take place in the approved stand space. Any exhibitor may market only such goods and services as are listed in the registration. In particular, statutory regulations (specifically the obligation to display the total price pursuant to the German Price Information Directive – Preisangabenverordnung-) must be observed.

Only goods corresponding to the list of goods may be exhibited, except for objects that merely serve as furnishings or for illustration. Products and services not listed in the regis-tration may not be exhibited or offered. Special statutory regulations must be observed in the Federal Republic of Germany for the sale and exhibition of certain products (pharma-ceuticals, easily inflammable sub-stances, objects requiring approvals). It is up to the exhibi-tor to procure and obtain commercial or health and safety approvals. Exhibition materials may not be delivered or removed from the stand until after the end of the event.

We also refer to Point V, no. 2 of the General Terms & Conditions of Participation.

#### *f) Product piracy*

Exhibiting items other than the items which have been registered for display at the exhibi-tion is not permissible. E-world energy & water GmbH is entitled to remove exhibits that do not correspond to the product group directory. Furthermore, E-world energy & water GmbH is entitled to have exhibition objects removed from the stand if their display demon-strably contradicts the exhibition programme or antitrust principles or intellectual property rights.

The protection of inventions, samples and brands at trade fairs is based on the statutory regulations valid in Germany. No special trade fair protection exists. On the other hand, there is also no release from German regulations and the intellectual property rights of third parties that exist here. Patent applications should be submitted to the responsible pa-tent office before

the start of the trade fair.

Six-month protection from the start of the exhibition on the basis of the Law Concerning the Protection of Samples at Exhibitions of 18 March 1904 (Gesetz betreffend den Schutz von Mustern auf Ausstellungen) and the Trademark Reform Act of 25 October 1994 only applies if the Federal Minit-er of Justice has published a corresponding announcement in the Federal Law Gazette for a particlar exhibition (exhibition protection).

In the event of demonstrable infringement of intellectual property rights (a judicial deci-sion) by an exhibitor, E-world energy & water GmbH is also enti-tled, but not obligated, to exclude the exhibitor from the event in progress and/or future events.

The exhibitor makes a binding and irrevocable declaration that it has created the products it exhibits itself or that they are permissible copies or imitations of other vendors or other third parties.

#### *g) Food information regulation*

The contractual partner is required to take note of their obligations in relation to food stipu-lated in the Food Information Regulation (Regulation (EU) Number 1169/2011 FIR).

## 5.5 Co-exhibitors, other companies involved

Without the approval of E-world energy & water GmbH, it is not permitted to surrender, exchange or otherwise transfer a rented stand or parts thereof to third parties for a fee or without payment; advertising for companies not named in the approval is not allowed at the stand.

The use of the stand space by multiple companies is only permissible if all companies repre-sented there besides the exhibitor with whom the rental Agreement was concluded (main exhibitor) have additionally been registered with E-world energy & water GmbH in writing as co-exhibitors and approved by E-world energy & water GmbH. Companies represented with their own staff and exhibition material at the stand space rented by the main exhibitor must be registered as co-exhibitors. They are considered co-exhibitors even if they have close commercial or organisational ties to the main exhibitor. The approval of co-exhibitors is also based on the criteria of these Terms and Conditions of Participation.

Participation of co-exhibitors will be charged at a rate of EUR 550,- per co-exhibitor. The main exhibitor shall be charged the costs associated with participati-on. These Terms and Conditions of Participation also apply to the co-exhibitors insofar as they apply. The exhibi-tor must also make this company aware of the Terms and Conditions of Participation and the supplemental provisions to it and have the company acknowledge the obligations aris-ing for it towards E-world energy & water GmbH. E-world energy & water GmbH reserves the right to contact co-exhibitors directly or via authorised third parties.

If the exhibitor fails to register co-exhibitors or makes incomplete or false statements in its registration, E-world energy & water GmbH is also entitled to charge the participation costs subsequently according to its own findings as if proper registration had occurred. Further-more, E-world energy & water GmbH reserves the right to terminate the agreement with the main exhibitor without notice and to have the stand cleared at the main exhibitor's ex-pense. In this regard, the exhibitor waives the right of unlawful interference; it is not enti-tled to claims for damages.

If multiple firms wish to hire a trade fair stand jointly (joint main exhibi-tors), they are obli-gated to fill the stand with their own samples and staff it with their own personnel. Joint main exhibitors are liable for the participa-tion costs and the services used as a joint debtor.

If a third party works on the setup of the trade fair stand or otherwise to organise the ex-hibitor's trade fair participation, the exhibitor may authorise

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this third party in writing, indicating the representative's address, to order legally binding services or make other declarations for the exhibitor and any co-exhibitors in connection with the trade fair participation. All further event documents (stand configuration, Technical Guidelines, etc.) shall be sent to this company designated the authorised representative for use for the exhibitor.

## 5.6 Payment terms, advance payment

### a) Payment terms

All prices are stated exclusive of the statutory sales tax (VAT).

All invoices submitted by the Fair management are payable without reduction, 50 % on receipt of the invoice, 50 % on 31.03.2023, at the latest. Invoices later submitted are payable immediately on receipt without reduction. Invoices for miscellaneous services or for supplies ordered separately are due at the time the services were provided or the supplies effected, at the latest, by the date of invoice. The contracting parties agree that all obligations to pay resulting from this contract will be valid in Euro as soon as the Euro is introduced in the Federal Republic of Germany as the legal currency.

Advance and full payment of the fees by the aforementioned payment dates shall be a prerequisite for use of the exhibition space allocated, for entry in the media and for issuance of the exhibitor pass.

If it is necessary to reissue the invoice through no fault of E-world energy & water GmbH, E-world energy & water GmbH shall charge a processing fee of EUR 20.00 (in words: euros twenty) for this.

If the deadline is missed, the payment is subject to interest in the amount of 9% over the base interest rate as per section 288 II, 247 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) from the due date. In addition, a warning and processing fee of EUR 5.00 (in words: euros five) shall be charged for each warning. If the payment deadlines are missed, E-world energy & water GmbH is entitled to withdraw from the Agreement or make other use of the stand space.

Joint main exhibitors, exhibitors and co-exhibitors shall be jointly and severally liable in relation to E-world energy & water GmbH for the obligations arising from this rental contract and the ordering of services.

## 5.7 Reserved rights, force majeure, cancellation and moving

E-world energy & water GmbH is entitled to refrain from carrying out the event under equitable discretion and with due consideration of the justified interests of the exhibitors if its commercial viability does not appear secure. The event may be cancelled or postponed up to three months prior to the first day of the event. Cancellation annuls the contracting parties' reciprocal performance obligations; cancellation does not entail any claims for refund of expenses already incurred or compensation for damages. However, insofar as it is responsible for the cancellation, E-world energy & water GmbH shall refund any payments already made to it by the exhibitor for services that had not yet been performed at the time of cancellation. In the event of complete or partial relocation or shortening, the agreement shall be considered as concluded for the modified duration unless the exhibitor objects in writing by a deadline of two weeks from notification of the change. The agreed prices shall not be reduced. All services shall be performed within the scope of the available capacities.

In the event of force majeure (for example, industrial action, official closure, epidemic) and therefore compelling grounds that are no fault of E-world energy & water GmbH, E-world energy & water GmbH is entitled, taking into account the justified interests of the exhibitors, to postpone, shorten, extend or in some cases, either wholly or partially, close or cancel the event. In the event of a complete or partial rescheduling or a shortening, the contract shall apply to have been concluded for the modified duration, unless the exhibitor objects in writing within a period of two weeks after notification of the change. The originally agreed prices remain in place, there will be no reduction. The fulfillment of all services is carried out within the existing capacities. In particular, exhibitors

are not entitled to withdraw from the contract, terminate the contract or reduce the participation fee.

## 5.8 Exclusion of liability

E-world energy & water GmbH assumes no duty of care for the exhibition materials and stand equipment, but, as part of the service offerings of the event, does offer the option of concluding an exhibition insurance master agreement against insurable risks such as fire, theft, qualified theft, breakage or leakage, and water damage and damage due to transport to and from the location, by means of which the exhibitor can insure itself against any damage arising in the course of the event. Damage must be reported in writing to the police and the insurance broker; in the event of theft, qualified theft or fire, the police and exhibition management must be informed within 24 hours. Compensation for damages is excluded if delayed reporting of damages by the exhibitor causes Messe Essen's insurance to refuse to cover the damage.

Apart from that, E-world energy & water GmbH is liable according to statutory regulations insofar as the exhibitor asserts claims for damages based on intent or gross negligence, including the intent or gross negligence of its representatives or ancillary agents. Unless E-world energy & water GmbH is accused of intentional breach of contract or in the event of culpable violation of essential contractual obligations by E-world energy & water GmbH, liability for damages is limited to foreseeable damages. Liability for culpable fatal injury, bodily injury or injury to health remains unaffected.

The liability of E-world energy & water GmbH shall be excluded unless stated to contrary above. This applies regardless of the legal nature of the asserted claim, in particular also to claims for damages arising from culpa in contrahendo, due to other violation of obligations or due to claims in tort for material damages or other financial losses as per section 823 I and II of the German Civil Code (Bürgerliches Gesetzbuch - BGB). A claim to rent reduction only exists if remediation of defects of the rental object has failed or the E-world energy & water GmbH has made no attempt to remedy the defects despite an appropriate additional deadline. The liability provisions above apply correspondingly to all services performed by E-world energy & water GmbH in connection with the exhibitor's participation in the event.

E-world energy & water GmbH has obtained liability insurance with appropriate coverage limits for the legal liability. The General Terms and Conditions of Liability Insurance (Allgemeine Versicherungsbedingungen für die Haftpflichtversicherung - AHB) apply. The insurance exclusively covers damages to third parties. Furthermore, the insurance does not extend to trade fair restaurants and special events not put on by E-world energy & water GmbH. The exhibitor must ensure sufficient insurance coverage for its own liability. The exhibitor is liable for damages of third parties arising during activities for the exhibitor as for its own culpability.

## 5.9 Catalogue

E-world energy & water GmbH shall publish a catalogue for the event. E-world energy & water GmbH, or a third party acting on its behalf, shall provide the exhibitor with comprehensive information on entry and insertion options in a timely manner. E-world energy & water GmbH shall also publish the exhibitors online. Claims for damages for erroneous, incomplete or missing entries are excluded. The exhibitor is responsible for the content of the entries and any resulting damages.

## 5.10 Advertising

Exhibits, printed material or advertising material of any kind may only be exhibited within the hired stand for the exhibitor's own company, but not distributed in the hall corridors or elsewhere at the trade fair site. For information regarding outdoor advertising and sponsorship activities of all kinds, please refer to E-world energy & water GmbH, range of available services. Carrying or driving advertising media around, insofar as this is not covered by the service offerings of E-world energy & water GmbH, and



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distributing printed material and samples outside the stand is expressly prohibited, as is approaching and surveying visitors outside of the stand.

Only trade fair related advertising activities of the exhibitor that do not violate applicable law, especially the Unfair Competition Act (Gesetz gegen den Unlauteren Wettbewerb), or common decency are permitted. Political advertising and political statements are prohibited unless the political statement falls within the scope of the event.

In the event that any advertising or statements disturb public order or the proper running of the event, E-world energy & water GmbH shall be entitled, but not obliged, to demand that such activity cease and that the cause of the disturbance be removed. If this demand is not met, E-world energy & water GmbH is entitled to extraordinary termination for cause. E-world energy & water GmbH is also entitled to seize the disruptive material for the duration of the event. The exhibitor must bear the costs of removal of the advertising material used or installed without authorisation.

The same applies to advertising material that could give rise to complaints, as well as to advertising activities carried out without authorisation.

Details on approval of visual, moving or acoustic advertising material and product presentations (e.g. with a loudspeaker or film or video performance) can be found in section 4.7.7 of the Technical Guidelines.

Fee-based permits for musical reproductions of any kind must be obtained by the exhibitor from Gema. All rate overviews can be found at [www.gema.de/messen](http://www.gema.de/messen). Copyright regulations must be observed.

## 5.11 Premature termination of the agreement

Should a full or partial withdrawal from participation in the fair, or a termination of the agreement, be declared at the instigation of the exhibitor following binding registration or successful conclusion of an agreement, without significant grounds and without the express approval of E-world energy & water GmbH for this declaration, the exhibitor shall be under continued obligation to pay the full amount of the participation fee regardless.

If E-world energy & water GmbH approves the termination or withdrawal, and in cases of withdrawal or termination on relevant grounds, a flat-rate compensation fee (flat-rate fee for damages) amounting to 25% net of the cost of participation must be paid in order, among other things, to cover administrative expenses associated with re-letting the exhibition space. If the exhibitor demonstrates that no damages have arisen for E-world energy & water GmbH through the withdrawal or termination, or only damages significantly lower than the flat-rate damage fee, it shall provide correspondingly reduced compensation. E-world energy & water GmbH is under no obligation to agree to the termination of or withdrawal from the agreement by an exhibitor.

In the event of withdrawal or termination of the agreement, the main exhibitor shall also be charged the current advance purchase price for the professional visitor tickets it ordered and redeemed, regardless of when the cancellation was received by E-world energy & water GmbH. The same applies to the professional visitor tickets requested and redeemed by its co-exhibitors, who shall also be charged the advance purchase price in the event of withdrawal or termination of the main exhibitor.

Without prejudice to the right to assert further claims for damages and other claims, E-world energy & water GmbH is authorised to withdraw from the exhibition agreement and any agreements on services or to terminate them without notice if the exhibitor fails to meet obligations arising from the exhibition agreement, the Terms and Conditions of Participation or the supplementary provisions after a subsequent deadline is set. E-world energy & water GmbH also has this right if the exhibitor does not meet or no longer meets the pre-conditions for concluding an agreement, in particular if the exhibitor has changed its production programme to a degree that it can no longer be assigned to the trade fair's product directory. The same applies if the exhibitor ceases payment

or a judicial insolvency proceeding or a corresponding proceeding according to the legal system of its country of origin has been applied for, or if the exhibitor's company is in liquidation.

In the event of termination of a stand rental agreement for one of the reasons listed, E-world energy & water GmbH shall similarly be entitled to flat-rate damages amounting to 25% net of the participation fee. If the exhibitor demonstrates that E-world energy & water GmbH has not suffered any damages as a result of the withdrawal or termination, or has only suffered damages significantly lower than the flat-rate damage fee, it shall provide correspondingly reduced compensation.

In the event of extraordinary termination by E-world energy & water GmbH due to culpable breach of contract (e.g. unauthorised transfer of stand space, breaches of intellectual property law, failure to carry out cleaning, dishonest advertising, failure to vacate by the deadline, illegal stand construction), E-world energy & water GmbH shall be entitled to demand a contractual penalty of up to EUR 10,000.00, with the amount to be determined on an individual basis at its discretion and, in the event of a legal dispute, to be reviewed by the responsible Regional Court (Landgericht). If a claim for damages also arises from the contractual breach, the contractual penalty shall be credited against the claim for damages. This shall not affect E-world energy & water GmbH's right to assert any further claims.

## 5.12 Photography and other image capture

Commercial image capture of any kind, especially photography and filming, are only permitted on the event site for persons approved to do so by E-world energy & water GmbH with a valid ID issued by E-world energy & water GmbH. Stand photography that is to take place outside of the daily opening hours and needs special lighting requires approval of E-world energy & water GmbH. The costs incurred shall be borne by the exhibitor if not covered by the photographer.

E-world energy & water GmbH and, with its approval, representatives of the press and television, are authorised to arrange for photographs, illustrations and film and video recordings to be made of activities at the event, of the exhibition installations and stands and of exhibited objects, and to use them free of charge in advertising or press releases, provided the exhibitor does not object to this.

All persons entering or spending time on Messe Essen premises are hereby informed that photography and film or video recordings may take place there. By entering the Messe Essen premises these persons agree that recordings of them, including portrait pictures, may be used in the context of reporting on the fair / exhibition concerned, on television as well as in privately produced films, in the print and online media, and in particular on websites, social networks and video platforms, unless they explicitly object to such use before entering E-world energy & water GmbH premises.

## 5.13 Waste disposal, cleaning and surveillance

a) Section 6.1.1. of the Technical Guidelines informs the exhibitor of the waste disposal facilities available on the exhibition centre premises. The exhibitor is obligated to delegate disposal, subject to fees, to E-world energy & water GmbH. If, after vacating the stand space, the exhibitor leaves behind rubbish or other objects, E-world energy & water GmbH is entitled to have these removed and destroyed at the exhibitor's expense.

b) E-world energy & water GmbH shall provide for cleaning of the grounds, the halls and the corridors. The exhibitor is responsible for cleaning of the stands, which must be completed daily before the event begins. In this regard the exhibitor also has the option of delegating cleaning, subject to fees, to E-world energy & water GmbH or companies approved by E-world energy & water GmbH. If cleaning personnel are employed, their activities shall be restricted to a one hour period before the event opens to the public and one hour following the closure of the event each day.

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c) E-world energy & water GmbH shall provide general surveillance of the trade fair halls and adjacent open spaces for the duration of the trade fair. General supervision is provided during set-up and dismantling times. E-world energy & water GmbH is entitled to take the steps necessary for monitoring and surveillance.

General surveillance does not cover monitoring of the exhibitor's property. The general surveillance handled by E-world energy & water GmbH does not limit the exclusion of liability for personal injury and material damage in particular.

The exhibitor itself must organise security for the exhibitor's property; the security can only be handled by security firms hired by E-world energy & water GmbH. Valuable and easily removed items should be locked up by exhibitors, especially at night.

## 5.14 Supplementary provisions

The site rules, the product group directory and the Technical Guidelines, as well as other provisions the exhibitor receives before the beginning of the trade fair, are integral components of the rental agreement.

During the event the exhibitor shall be subject to the domiciliary rights of the exhibition company at all times while on Messe Essen premises.

Messe Essen is entitled to remove objects not removed by the dismantling deadline at the exhibitor's expense. Storage of these objects is not required; they may be disposed of.

Messe Essen is solely responsible for the general heating, cooling, ventilation and lighting of the halls. All installations may only be performed by Messe Essen or third parties authorised by it. Within a stand, installations may also be performed by other specialist firms, which must be designated to Messe Essen in advance upon request. Messe Essen is entitled but not obligated to inspect the installations.

The exhibitor is liable for damages caused by its own installations. The exhibitor is also liable for all damage arising from uncontrolled consumption of energy. Messe Essen is only responsible for losses and damage arising due to disruption of the energy supply in accordance with section 6 of the General Conditions of Electricity Supply (AVBElt), section 18 of the Low Voltage Connection Act (NAV) and section 6 of the General Conditions of Water Supply (AVBWasserV).

Smoking in closed rooms within the exhibition grounds is forbidden at all times.

## 5.15 Final provisions

All claims of the exhibitor against E-world energy & water GmbH must be asserted in writing. They shall expire within 12 months from the end of the year in which they arose. Arrangements deviating from these conditions must be made in writing.

German law with the exclusion of the UN Convention on International Sale of Goods (CISG) applies exclusively. The place of fulfilment and jurisdiction shall be Essen. Alternatively, E-world energy & water GmbH reserves the right to assert its claims before the court of the location of the exhibitor's registered seat.

Should individual clauses or conditions given above be or become invalid, the remaining conditions shall remain valid nonetheless. The resulting loopholes shall be closed in such a way that the sense and purpose of the agreement are maintained.

In case of doubt the German version of the present Terms and Conditions of Participation shall take precedence.

## 6) REGISTRATION DOCUMENTS

Registration shall be made exclusively with the application form with acknowledgement of these Terms and Conditions of Participation.

The registrations, filled in completely and with legally binding signatures, should be sent to:

E-world energy & water GmbH  
Norbertstraße 3-5, 45131 Essen, Germany

Conditions and reservations listed in registrations shall not be recognised. Special space requests do not represent a condition of participation. Registration is binding.

The registration is not complete until received by E-world energy & water GmbH. The information shall be stored and transferred to third parties for contractual fulfilment for the purpose of automatic processing of the registration. Registrations received after the registration deadline shall only be considered if sufficient space is available.

## 7) DATA PROTECTION

If we process personal data from the issuer's natural persons in the course of our cooperation, we constitute the data controller in the sense of article 4 no. 8 of the GDPR and process this personal data on the basis of article 6 para. 1 lit. f of the GDPR if our legitimate interest is the execution of the contract with the issuer, or, if the issuer is a natural person, the basis is article 6 para. 1 lit. b of the GDPR. This processing is contractually required, otherwise certain process stages cannot be carried out and the contract cannot be properly fulfilled.

We process personal data for advertising purposes, depending on the extent permitted by the data subject. This takes place on the basis of article 6 para. 1 lit. f of the GDPR and especially if we are running advertising campaigns for similar products and services via email. This includes analyses of our reach and reactions to our emails. Moreover, in certain circumstances we also use data for advertising by post or telephone. This processing is not contractually required and if you do not provide information for these purposes, you will not receive any further information. Please be aware of the right to object mentioned below.

We will only pass data onto such recipients, as are required to support the substance and execution of the contract, in particular, IT/ITC contractors, associated companies, agencies and logistics companies. We do not foresee any transfer to bodies outside the EU/EEA. We will only store personal data for as long as required by the substance and execution of the contract, or, as required to uphold legal retention periods, or, as required for other legal reasons, in particular for legal defence. In articles 15-23 of the GDPR, data protection law provides for a variety of rights regarding the processing of a subject's data. In particular, the right to be informed about the personal data processed by the data controller, the right to the rectification of incorrect data, the right to the erasure of personal data, the right to restrict processing, a right to object to processing (especially with regards to the advertising measures described), and the right to data portability. Furthermore, the data subject retains the right to appeal to a supervisory authority about the processing of data.

For all queries and to execute the right to object, please contact the data protection officer using our postal address, at [datenschutz@e-world-essen.com](mailto:datenschutz@e-world-essen.com) or directly through your personal contact person.

The issuer is responsible for this and ensures that the personal data provided to us may be used for the purposes mentioned here. If required, the information presented here may be given to the data subject in a manner compliant with data protection provisions.

### SPECIAL GUIDELINES RELATING THE BOOTH DESIGN

The following information, the participation conditions attached to the registration form as well as the technical guidelines of Messe Essen GmbH are the contractual basis for participating in E world energy & water 2023.

**Please pass this information on to the booth construction company commissioned by you.**

- The special guidelines relating to the booth design must be observed by all the exhibitors.
- Booth constructions which do not comply with the following guidelines must be modified or eliminated if necessary.
- Deviating approvals will only be granted in exceptional cases after consultation with the organiser and all the adjacent booth neighbours.

### Transparent Booth Design

The booth construction must have a transparent design towards all the aisle boundaries. Any walls which border on aisles for visitors should be brightened up by the installation of displays, showcases, niches, passages and similar features.

Long, closed booth structures are not authorised at aisles where over 50 % of the booth sides are closed.

Graphics, logos or displays are not allowed on the rear sides of booth perimeter walls which are directly adjacent to other exhibition booths.

**We thank you for your willingness to cooperate and for your understanding that no booth neighbour or visitor would like to look at off-puttingly closed walls during the days of the fair.**

Best regards  
Your E-world-Team