

# REGISTRATION FOR EXHIBITORS

FOR E-WORLD ENERGY & WATER 2022 INNOVATION



## 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 (IF DIFFERENT)

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.

## BOOKING INFORMATION

### JOINT BOOTH YOUNG & INNOVATIVE COMPANIES

9 m<sup>2</sup> Package  
(plus VAT, total price: 5,625 €)

2,250 €\*

12 m<sup>2</sup> Package  
(plus VAT, total price: 7,500 €)

3,000 €\*

\*Own share with BMWi funding of 60%.

For the third trade fair participation the funding will be 50%.

We order as **CO-EXHIBITOR** of:

at a co-exhibitor fee of 550 €.

### SPECIAL AGREEMENTS:

  
  
  

### STARTUPS

**Basic Package** 650 €

**Exhibitor Package** 3,140 €

### SCIENCE & RESEARCH

**4 m<sup>2</sup> Package** 1,490 €

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

**Exhibitor Entry Plus** 115 €  
already included in „STARTUPS“ and „SCIENCE & RESEARCH“ Packages

**Press Package** 295 €

We also have **INTEREST** in the following topics:

**Congress/Expert Forums**  **Career Forum**

**Sponsorship**  **Storage Areas**

## IMPORTANT NOTES, TERMS AND CONDITIONS

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: SPESDE3EXXX



Please sign and stamp the registration form and send it 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 AUTHORIZED SIGNATORY

CITY, DATE

YOUR SIGNATURE, COMPANY STAMP

# TERMS AND CONDITIONS OF PARTICIPATION

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## 1. BASIS OF THE CONTRACT:

### 1.1. General

By registering for the event, the exhibitor agrees to accept in all respects and with legally binding effect these Terms and Conditions of Participation relating to participation in E-world energy & water. Unless otherwise agreed upon by the contracting parties in writing, these Terms and Conditions of Participation in their entirety shall form the legal basis for participation in the event and for the provision of exhibition space to exhibitors by E-world energy & water GmbH.

The closing date for applications is October 30, 2021.

### 1.2. Event and organiser:

#### Name of the event:

International Trade Fair „E-world energy & water“

#### Organiser and sponsor:

Messe Essen GmbH

Telefon: +49 201 7244-0

Telefax: +49 201 7244-248

E-mail: [info@messe-essen.de](mailto:info@messe-essen.de)

con|energy agentur gmbh

Telefon: +49 201 1022-210

Telefax: +49 201 1022-333

E-mail: [e-world@conenergy.com](mailto:e-world@conenergy.com)

E-world energy & water GmbH

Messeplatz 1, 45131 Essen

Postfach 10 01 65, 45001 Essen

### 1.3. Venue, duration and opening hours

#### Venue:

Essen, exhibition centre

#### Duration and opening hours:

February 8 to February 10, 2022

#### Opening hours:

Tuesday, February 8, and Wednesday, February 9, 2022

daily from 9.00 a.m. to 6.00 p.m.

Thursday, February 10, 2022 from 9.00 a.m. to 5.00 p.m.

#### Stand assembly times:

Thursday, February 3, 2022, 7.00 a.m. to 8.00 p.m. to

Monday, February 7, 2022, 7.00 a.m. to 4.00 p.m.

Residual work within the stand area up to 9.00 p.m.

#### Stand dismantling times:

Thursday, February 10, 2022 from 5.00 p.m. within the stand area.

Vehicular access to the site from approx. 7.30 p.m.

February 11, 2022, 7.00 a.m. to 10.00 p.m.

February 12, 2022, 7.00 a.m. to 6.00 p.m.

Dismantling shall be completed by no later than 6 p.m. on the last day for dismantling.

## 2. PARTICIPATION FEES

For E-world energy & water the following net participation fees for the basic package have been set per square metre of floor space:

12 m<sup>2</sup>: 5,225 Euro, + 308 Euro for each additional m<sup>2</sup>

25 m<sup>2</sup>: 9,220 Euro, + 296 Euro for each additional m<sup>2</sup>

50 m<sup>2</sup>: 16,505 Euro, + 276 Euro for each additional m<sup>2</sup>

100 m<sup>2</sup>: 30,175 Euro, + 247 Euro for each additional m<sup>2</sup>

200 m<sup>2</sup>: 54,545 Euro, + 221 Euro for each additional m<sup>2</sup>

All prices do not include VAT.

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

In the case of a two-storey structure, 50 % of the floor-space rental fee shall be charged for the space accessible. Approval of a two-storey structure shall be subject to agreement with the trade fair management and the Bauordnungsamt [Building Authority] of the City of Essen. Such structures will not be possible in every hall owing to different clearance heights.

The minimum stand size for the basic package is 12 square metres. Every square metre or part thereof shall be charged as one square metre. Protrusions, pillars, service connections and columns shall be deducted as one square metre. The participation fee does not include stand partition walls.

The exhibitor shall be charged for the cost of installing water, electric, compressed air and telecommunications connections for its individual stand, as well as the cost of consumption and all other services. The fees for these and other services can be viewed on the event homepage at [www.e-world-essen.com](http://www.e-world-essen.com).

Any additional exhibitor passes required may be ordered on the website [www.e-world-essen.com](http://www.e-world-essen.com).

These passes shall be intended only for the exhibitors named, or for their stand personnel and representatives, and shall not be passed on to third parties. If such pass is misused, it shall be withdrawn without replacement.

Free permanent booth staff tickets, complimentary tickets and vouchers constitute tickets that are not for sale. These shall not be on-sold or auctioned (e.g. on Ebay). In the event of any violation, E-world energy & water GmbH may withdraw the tickets in question, rescind the contract and/or demand compensatory damages.

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].

The participation fee and all further charges shall be charged in euros and be net prices. Value-added tax shall be added and paid at the respective statutory rate prevailing at the time of the event.

If payments that have fallen due are not paid by the exhibitor by the beginning of the event, E-world energy & water GmbH shall, at its own discretion, be free to block the stand rented or impose milder sanctions such as, for example, blocking the supply of electricity or water.

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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## 3. SCOPE OF PERFORMANCE

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

### Stand space:

stand space in the size confirmed in the admission confirmation.

### Booth staff tickets:

Each exhibitor with a booth size of up to 20 m<sup>2</sup> receives a free budget of 112,- €. It advances by 28,-€ for each additional begun 10m<sup>2</sup>.

If co-exhibitors are granted admission, the number of passes shall not increase.

### Co-operative advertising aimed at visitors:

As part of the exhibitor package, E-world energy & water GmbH shall make available advertising material (exhibitor catalogue, brochures, invitations, placards) specific to the event.

### Marketing activities

E-world energy & water GmbH shall advertise the event locally by means of posters and permanent advertising spaces as well as internationally via the homepage.

### Passing on the levy payable to the Association

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

### Internet presence

The name, company address and trade fair stand details of the exhibitor shall be published online on the website [www.e-world-essen.com](http://www.e-world-essen.com).

## 4. PAYMENT TERMS – GENERAL

### 4.1. General

The participation fee invoice shall be sent to the exhibitor upon admission. Complaints must be lodged in writing forthwith, however no later than 14 days after receipt of the invoice. Objections raised at a later date shall no longer be considered. All invoices submitted by the E-world energy & water GmbH are payable without reduction, 50 % on receipt of the invoice, 50 % on November 15, 2021 at the latest. Invoices later submitted are payable immediately on receipt without reduction. Invoices for other services or deliveries that have been ordered separately shall be due for payment on the invoice date, normally before the event begins, however no later than the time of performance or delivery. If invoices are sent to a third party on the exhibitor's instructions, the exhibitor shall nevertheless remain the debtor. Payments should be made, with reference to the invoice number and E-world energy & water, to:

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

into the following bank account:

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

If invoices issued are not paid within 30 days of their due date, they shall be subject to interest at the rate of 9 % above the respective base interest rate. Additionally, a reminder and processing charge of € 5.00 shall be payable for every reminder. In cases where the exhibitor defaults on payment (and/or the space rented is not fully paid for), E-world energy & water GmbH may terminate the space rental contract in its entirety and otherwise dispose of the stand space.

Section V, No. 11 „Premature termination of the contract“ shall apply in respect of the reimbursement of expenses. To compensate for any obligations outstanding, E-world energy & water GmbH may retain under a right of lien the exhibitor's stand equipment and exhibits. Section 562a, sentence 2 BGB [German Civil Code] shall be inapplicable, except where adequate security

already exists. If payment is not made within the set period, E-world energy & water GmbH may sell the retained items on the open market after having given prior written notice. Only in cases of malicious intent or gross negligence shall E-world energy & water GmbH be liable for damage to and/or loss of such property held as security.

### 4.2. Specially for exhibitors from non-EU states

The participation fees under Section II of the contract are net and shall be subject to the addition of any applicable statutory value-added tax and other taxes on consumption and/or services. If such taxes are triggered by the services rendered by E-world energy & water GmbH, they shall be payable in addition to the agreed fee. The exhibitor shall not be entitled to reduce payments to E-world energy & water GmbH by deducting present or future taxes (including any possible withholding tax), levies and/or charges. If and insofar as the exhibitor is legally obliged to withhold taxes, levies and/or charges and pay these to the tax authority in the name of E-world energy & water GmbH, all costs in this connection shall be borne by the exhibitor. The exhibitor shall ensure payment of the contractually agreed participation fees on the due date and shall, within the period prescribed by law, pay to the relevant authority on the exhibitor's own account, in the name of E-world energy & water GmbH, the levies requested by such authority. The confirmation of payment issued by such authority shall be forwarded to E-world energy & water GmbH by the exhibitor within one week of receipt of the certificate.

### 4.3. Especially for exhibitors from EU and other third countries

VAT is charged in accordance with the reverse-charge principle. Exempt from this are entry fees, catering costs and energy usage. These are subject to 19 % VAT.

## 5. GENERAL TERMS AND CONDITIONS OF CONTRACT

### 5.1. Conclusion of the contract

An exhibitor package shall be ordered by completing and sending in the application forms provided, accepting these Terms and Conditions of Participation, the valid price lists and all other guidelines.

The form must be fully completed and bear a legally binding signature. Electronic applications shall be binding only if they bear the name of the person making the declaration and his/her qualified signature. The application shall be binding irrespective of whether E-world energy & water GmbH grants admission. The exhibition contract between the exhibitor and E-world energy & water GmbH shall be brought about by granting admission, which normally occurs from June 1, 2021 after receipt of the application. If the content of the admission confirmation deviates from the content of the application, the contract shall be brought about on the terms of the admission confirmation, unless the exhibitor objects in writing within two weeks. However, the exhibitor shall not have any right to object on the basis of a different hall having been allocated or special requests or other special aspects having not been taken into account.

E-world energy & water GmbH shall be entitled to revoke the contract brought about by the admission granted if such admission was issued on the basis of incorrect assumptions or information, or if the requirements for admission subsequently no longer apply.

The closing date for applications is October 30, 2021. Applications received after this date shall be put on the waiting list insofar as overbooking occurs.

### 5.2. Requirements for admission

The event is open primarily to manufacturers, distributors and traders. In principle, only exhibitors whose products and services correspond to those offered

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at the event, and who meet the requirements under sentence 1, shall be granted admission. E-world energy & water GmbH shall decide on the admission of an exhibitor also on the basis of whether its exhibition range is compatible with the product list for the event. Products not corresponding to the product list for the event shall not be exhibited unless they are absolutely essential for the presentation and/or functional operation of the exhibitor's own exhibit. There shall be no legal right to admission unless such right ensues from the law.

Exhibitors who have not met their financial obligations in relation to E-world energy & water GmbH, or have breached the Terms and Conditions of Participation, Technical Guidelines, General Service-specific Terms and Conditions of Business and Delivery, the House Rules or statutory provisions, may be excluded from participation.

E-world energy & water GmbH shall notify the exhibitor of its stand allocation upon sending the stand confirmation. If a change of stand space ensues at such time owing to the layout plan, the contract concluded shall be altered in accordance with the admission confirmation unless the exhibitor objects in writing within two weeks.

### 5.3. Allocation of the exhibitor's space at the event

The exhibitor's space shall be allocated by E-world energy & water GmbH on the basis of compatibility of the exhibitor's registered exhibits with a particular theme or focus of the exhibition. Applications for the allocation of a specific stand space shall not give rise to any entitlement whatsoever to the allocation of such space. Requests for specific locations, which shall be taken into account insofar as possible, shall not constitute a condition of participation. No exclusion of competition shall be granted. E-world energy & water GmbH hereby reserves the right to subsequently relocate the exhibitor and to allocate the exhibitor a stand in a position other than that stated in the stand confirmation, to change the size of the exhibitor's exhibition space, to reposition or close entrances and exits to the trade fair grounds or to the halls and to make any other structural changes, provided that and insofar as E-world energy & water GmbH has a material interest in such action owing to special circumstances. In such cases, the exhibitor shall be entitled to rescind the rental contract in writing within one week of receipt of notification of such change, provided that its interests are unreasonably impaired as a result thereof.

If the space is unavailable through no fault of E-world energy & water GmbH, the exhibitor shall be entitled to an equivalent alternative space or to reimbursement of the participation fee. No claim to compensatory damages shall exist.

### 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 Messe Essen. 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, Messe Essen 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

Stand construction, stand design and stand safety shall be the exhibitor's responsibility and shall, to ensure a good overall impression, be undertaken in

accordance with Messe Essen GmbH's general rules and Technical Guidelines. E-world energy & water GmbH hereby reserves the right to issue necessary instructions (e.g. regarding the installation of stand partition walls or laying of floor coverings). If the exhibitor does not possess a stand construction system of its own, stand partition walls (rear and side walls) shall be absolutely essential. It should be noted hereby that every exhibitor must order the rear and side walls necessary for its stand. If such wall elements are not ordered and the stand space is surrounded by stand elements of the stand neighbour, such wall elements shall be invoiced on the aforementioned terms. If a ready-built or system stand with a screen is not used, a front screen (30 cm high) must be affixed to all sides of the stand space. The standard height is 2.50 m. Exhibition stands exceeding this height of 3 m shall be subject to Messe Essen GmbH's separate approval. The right to impose further stipulations regarding stand design remains reserved. Stand partition walls, floors, hall walls, columns, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way. The exhibitor shall be liable for any damage and shall be charged for the cost. Any installations and fire-fighting equipment situated in the stand area shall be part of the stand space allocated and must be accessible at all times. Please refer to the Technical Guidelines for details relating to floor coverings and the options for affixing them.

The exhibition stand shall be designed and assembled in such a manner that no neighbouring company is hampered by exhibits, advertising carriers or exhibition objects. Every stand shall be assembled, designed and run in such a manner that visitors are able to look into the stand from the aisle without having to enter the stand itself. This can be achieved by means of open entrances and/or passageways or by means of built-in transparent glass or Perspex front elements. As soon as possible after issuance of the invoice, each exhibitor shall submit to E-world energy & water GmbH, for examination, a true-to-scale stand drawing (layout and views on a scale of 1:50 in metric dimensions, if possible). The stand design intended, including the inscription, must be clearly shown in the drawing. If ceilings of any kind are to be fitted, additional ceiling drawings and sectional views, as well as an explanation of the design, must always be enclosed. Damage claims, e.g. on account of loss of or damage to drafts, models or documents submitted are hereby excluded, regardless of their legal basis.

#### c) Booth operation

During the opening times for E-world energy & water the stand shall be sufficiently staffed and be kept accessible to visitors. Outside of the daily trade-fair opening hours, third-party stands shall not be entered without the stand owner's permission. When running the stand, the statutory provisions and administrative guidelines shall be observed: Presentations shall take place only within the stand space and shall be arranged in such a manner that neighbouring stands are not disturbed visually or acoustically and there are no hindrances in the stand or aisle areas. In the event of infringements, E-world energy & water GmbH shall be entitled, at its own discretion, to prohibit presentations that cause such disturbance or hindrance, and to terminate the contract without notice in the event of a repeat infringement. In such cases, the exhibitor shall indemnify E-world energy & water GmbH against damage claims asserted by other exhibitors on account of 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 Essen has the right to charge a contractual penalty.

Messe Essen has the right to demand a contractual penalty from the (main) exhibitor in the event of the following activities:

- Non-staffing (premature departure from the stand) or having an insufficient number of staff on the stand during the events opening hours, including for rented stands and regardless of whether any brochures and decorative materials remain.
- Premature entry of transportation into the halls with trolleys, push carts or other (rollable) devices or the bringing in of packing materials such as crates, cardboard boxes, pallets, etc.

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- Premature dismantling of the stand: this includes the dismantling of the exhibition stand itself, but also the removal of stand fittings/decoration, exhibition materials, advertising materials and brochures and their transportation out of the hall.

Messe Essen has the right to charge the (main) exhibitor with the following contractual penalties:

- 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 3.00 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 5.00 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 rules

Selling and giving advice shall take place only within the stand space allocated. Every exhibitor shall only sell the goods and services listed in its admission confirmation. In particular, the statutory provisions (particularly the right to display prices under the PreisangabenVO [Regulation on the Quotation of Prices]) shall be complied with.

Only goods corresponding to the product list shall be exhibited, except for items that are merely fixtures or are for illustrative purposes. Products and services not listed in the admission confirmation shall not be exhibited or offered. For selling or exhibiting certain products (medicines, materials that are easily flammable, items requiring a permit), the special statutory requirements applicable in the Federal Republic of Germany shall be observed. It shall be the exhibitor's responsibility to procure and obtain permits from the trading standards and/or public health authorities. Exhibits shall not be dispatched or removed from the stand until after the event has ended.

We also refer to Point 5.2. of the General Terms & Conditions of Participation.

## f) Product piracy

It shall not be permissible to exhibit items other than those registered. E-world energy & water GmbH shall be entitled to remove from the stand any exhibits not corresponding to the list of product categories. Furthermore, E-world energy & water GmbH shall be entitled to have exhibits removed from the stand if their exhibition is inconsistent with the exhibition programme or provably infringes principles of competition law or third-party property rights.

The protection of inventions, designs and trademarks at trade fairs shall be governed by the statutory provisions applicable in Germany. No special protection shall cover the trade fair. Nor shall there be any exemption from German provisions or from third-party property rights existing in this connection. Patent applications should be submitted to the relevant Patent Office before the trade fair begins.

Six-month protection from the start of the event in accordance with the Gesetz betreffend den Schutz von Mustern auf Ausstellungen [Act Relating to the Protection of Designs at Exhibitions] dated March 18, 1904 and the Markenrechtreformgesetz [Trademark Reform Act] dated October 25, 1994 shall take effect only if the Federal Minister of Justice has published a corresponding announcement in the Bundesgesetzblatt [German Federal Law Gazette] (exhibitor protection).

If an exhibitor is proven to have infringed property rights (court ruling), E-world energy & water GmbH shall be additionally entitled, but not obliged, to exclude such exhibitor from the present event and/or future events.

The exhibitor hereby bindingly and irrevocably declares that the products exhibited by it have been created by the exhibitor itself, or that they are permissible copies or imitations of products of other suppliers or third parties.

## g) Food information regulation

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

## 5.5. Co-exhibitors, other participating companies

Without E-world energy & water GmbH's approval, exhibitors shall not be permitted to hand over or otherwise make available their rented stand or part thereof to third parties, or exchange their rented stand or part thereof with third parties, whether for payment or free of charge. Companies not mentioned in the admission confirmation shall not be advertised on the stand.

Use of the stand space by several companies shall be permissible only if all the companies represented there, in addition to the exhibitor with whom the rental contract has been signed (main exhibitor), have also been registered with E-world energy & water GmbH in writing as co-exhibitors and have been granted admission by E-world energy & water GmbH. Applications for admission as co-exhibitors shall be made for all companies represented in the main exhibitor's rented stand area, alongside the main exhibitor, with their own personnel and exhibits. Such companies shall be deemed to be co-exhibitors even if they have close economic or organisational ties with the main exhibitor. The admission of co-exhibitors shall likewise be governed by the criteria of these Terms and Conditions of Participation.

The participation of co-exhibitors shall be charged at € 550.00 per co-exhibitor. The costs associated with such participation shall be billed by the main exhibitor. Moreover, these Terms and Conditions of Participation shall apply also to co-exhibitors, insofar as applicable. The exhibitor shall inform these companies of the Terms and Conditions of Participation and the supplementary provisions and shall be responsible for ensuring that the duties arising for these companies in relation to E-world energy & water GmbH are accepted. E-world energy & water GmbH hereby reserves the right to contact co-exhibitors directly or through appointed third parties.

If the exhibitor fails to register co-exhibitors or provides incomplete or incorrect details in its application, E-world energy & water GmbH shall be entitled at its own discretion, also at a later stage, to charge the participation fees as if a proper application had been submitted. Additionally, E-world energy & water GmbH hereby reserves the right to terminate the contract with the main exhibitor without notice and have the stand vacated at the main exhibitor's expense. The exhibitor hereby waives unlawful interference rights in this respect. The exhibitor shall not be entitled to damage claims.

If several companies wish to rent a trade fair stand together (joint main exhibitors), they shall exhibit their own samples and staff the stand with their own personnel. Joint main exhibitors shall be jointly and severally liable for the participation fees and the services used.

If a third party is appointed to assemble the trade fair stand or for the purpose of organising the exhibitor's participation in the trade fair, the exhibitor may authorise such third party in writing, stating this authorised party's address, to order services on a legally binding basis or to issue other declarations in connection with the trade fair participation on behalf of the exhibitor and any co-exhibitors. All further event documents (stand confirmation etc.) for use on behalf of the exhibitor shall be sent to such company delegated as the exhibitor's authorised representative.

## 5.6. Payment terms

All invoices submitted by the Fair management are payable without reduction, 50 % on receipt of the invoice, 50 % on November 11, 2021 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 obliga-

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tions 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.

Should the invoice need to be re-issued for reasons for which E-world energy & water GmbH is not responsible, E-world energy & water GmbH shall charge a processing fee of €20.00 (in words twenty Euros).

If the exhibitor defaults on payment, E-world energy & water GmbH reserves the right to charge interest on arrears at the rate of 9 % above the base interest rate in accordance with Sections 288 II, 247 BGB with effect from the due date. Additionally, a reminder and processing charge of € 5.00 shall be levied for every reminder. In the case of default in payment, E-world energy & water GmbH may terminate the contract or otherwise dispose 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. Reservation of rights, force majeure

E-world energy & water GmbH shall be entitled to relocate, curtail, temporarily completely close or cancel the trade fair for good cause (e.g. labour dispute, force majeure). E-world energy & water GmbH shall at its own discretion, with due regard being given to the exhibitor's justified interests, also be entitled to refrain from holding the event, if it appears that the economic viability of the event is not secured. The cancellation or postponement is up to three months before the first running day of the trade fair. In the event of cancellation, the reciprocal obligations of the contracting parties to fulfil the contract shall cease to apply. Claims for the reimbursement of any expenses already made, or damage claims shall not be derived from such cancellation. However, E-world energy & water GmbH shall reimburse any payments already made by the exhibitor to E-world energy & water GmbH for services not yet rendered at the time of cancellation, provided that and insofar as cancellation is imputable to E-world energy & water GmbH. In the event of complete or partial relocation or curtailment of the trade fair, the contract shall be deemed to have been concluded for the revised duration, unless the exhibitor objects in writing within a period of two weeks from notification of the change. The agreed prices shall not be reduced. All services shall be provided within the scope of the capacities available.

If an event that has started has to be curtailed by E-world energy & water GmbH owing to the occurrence of force majeure or for other reasons not imputable to E-world energy & water GmbH, the exhibitor shall not be entitled to a full or partial refund or to waiver of the participation fee.

## 5.8. Exclusion of liability:

E-world energy & water GmbH shall assume no obligation to safeguard exhibits or stand fittings. As part of its services available at the event, E-world energy & water GmbH shall however offer the possibility of concluding a general exhibition insurance policy covering insurable risks such as fire, theft, aggravated theft, breakage or leakage, as well as water damage and damage due to the transport of exhibits into and out of the trade fair grounds, with which the exhibitor shall be able to insure itself against any damage occurring during the event. Any damage shall be reported to the police and the insurance broker in writing. In the event of theft, aggravated theft or fire, the police and the exhibition management are to be informed within 24 hours. Compensation for losses shall be excluded, if E-world energy & water GmbH's insurance company refuses to assume the loss as a result of late submission of the damage report through the fault of the exhibitor.

Moreover, E-world energy & water GmbH shall be liable in accordance with the statutory provisions insofar as the exhibitor asserts damages claims

on the basis of malicious intent or gross negligence, including malicious intent or gross negligence on the part of E-world energy & water GmbH's representatives or authorised agents. Except in cases where E-world energy & water GmbH is accused of intentional breach of contract and in cases of culpable breach of material contractual duties by E-world energy & water GmbH, E-world energy & water GmbH's liability for damages shall be limited to the foreseeable loss. Liability for culpable injury to life, limb or health shall remain unaffected.

Unless otherwise stipulated above, liability on the part of E-world energy & water GmbH shall be excluded. This shall apply irrespective of the legal nature of the claim being asserted, and in particular also to damage claims arising from culpa in contrahendo, on account of any other breach of duties or on account of tortious claims for compensation for damage to property or for any other financial loss in accordance with Sections 823 I and II BGB. A claim for a reduction in rent shall exist only if rectification of defects in the rented item has failed, or if E-world energy & water GmbH has not made any attempt to rectify the defects in spite of having been set a reasonable period of grace. The aforementioned provisions on liability shall apply mutatis mutandis to all services rendered by E-world energy & water GmbH in connection with the exhibitor's participation in the event.

E-world energy & water GmbH has adequate insurance cover for its statutory liability. The Allgemeine Versicherungsbedingungen für Haftpflichtversicherungen (AHB) [General Terms and Conditions of Insurance for Liability Insurance] shall apply. This insurance only covers damage, injury and loss sustained by third parties. Moreover, it does not cover damage, injury or loss sustained in cafes or restaurants within the trade fair grounds or at special events not organised by E-world energy & water GmbH. The exhibitor shall be responsible for taking out sufficient insurance cover for its own liability. The exhibitor shall be liable for damage, injury or loss incurred by third parties employed by or acting on behalf of the exhibitor to the same extent as for damage, injury or loss of its own making. Messe Essen does not assume any liability for disruption caused as part of the modernisation of the trade fair.

## 5.9. Catalogue

E-world energy & water GmbH shall publish a catalogue for the event. Exhibitors shall be informed in detail about the entry and insertion options in good time by E-world energy & water GmbH or a third party appointed by it. E-world energy & water GmbH shall also publish a list of exhibitors online. Damage claims for incorrect, incomplete or missing entries are hereby excluded. The ordering party shall be responsible for the content of the entries and for any loss resulting therefrom.

## 5.10. Advertising

Exhibits, printed matter or advertising material of any kind shall be exhibited only within the stand rented for the exhibitor's own company. These shall not however be distributed in the hall aisles or in any other areas of the trade fair. In respect of external advertising and sponsoring measures of any kind, please refer to the services offered by E-world energy & water GmbH. Except where this is offered as a service by E-world energy & water GmbH, the exhibitor shall not be permitted to carry or drive advertising media around on the event grounds or distribute printed matter or samples outside of its stand. Nor may the exhibitor approach and interview visitors outside of the stand.

The exhibitors may only undertake advertising that relates to the trade fair and does not contravene applicable laws, particularly the Gesetz gegen den Unlauteren Wettbewerb [Act Against Unfair Competition], or offend good morals. Political advertising and/or political statements shall not be permitted, unless the political statement forms part of the event.

In the case of advertising or statements that disturb public order or the smooth running of the event, E-world energy & water GmbH shall be entitled,

but not obliged, to request the exhibitor to stop showing the offending material and/or remove it. If the exhibitor fails to comply with such request, E-world energy & water GmbH shall be entitled to prematurely terminate the contract for good cause. Additionally, E-world energy & water GmbH shall have the right to seize the offending material for the duration of the event. The exhibitor shall bear the cost of the removal of advertising material used or affixed without authorisation.

The same shall apply to advertising material that could give reason for complaint, as well as to advertising undertaken without authorisation.

Details concerning the approval of optical, moving or acoustic advertising media and product presentations (e.g. via loudspeaker or by film or video screening) can be found in Technical Guideline Number 4.7.7.

Approvals that are subject to a fee and relate to musical reproductions of any kind shall be obtained by the exhibitor from GEMA [German Music Authors' Society]. All lists of rates can be found at [www.gema.de/messen](http://www.gema.de/messen). The provisions of copyright law shall be observed.

## 5.11. Premature termination of the contract

If, after a binding application has been made or a contract has been concluded, the exhibitor requests that its participation in the trade fair be wholly or partly cancelled or that the contract be terminated, the exhibitor shall nevertheless remain obliged to pay the participation fee in full.

In the event of rescission or termination of the contract, the main exhibitor shall be additionally invoiced, at the current advance selling price, for the trade visitor tickets requested and redeemed by the exhibitor, irrespective of when E-world energy & water GmbH receives notification of cancellation. The same shall apply to the trade visitor tickets requested and redeemed by the exhibitor's co-exhibitors. These shall likewise be invoiced to the main exhibitor at the advance selling price in the event of rescission or termination.

Irrespective of the right to assert further damage claims, E-world energy & water GmbH shall be authorised to rescind the rental contract and any contracts for services, or to terminate such contracts without notice, if the exhibitor fails to meet obligations arising from the rental contract, the Terms and Conditions of Participation or the supplementary provisions after a new time limit has been set. Such right of E-world energy & water GmbH to terminate the contract without notice shall also exist if the exhibitor does not fulfil, or no longer fulfils, the requirements for the conclusion of a contract, in particular if the exhibitor has changed its manufacturing range to such an extent that the exhibitor can no longer be assigned to the product list for the trade fair. The same shall apply if the exhibitor stops its payments, or if an application has been made for the opening of judicial insolvency proceedings, or corresponding proceedings according to the legal system of its country of origin, against its assets, or if the exhibitor's company is in liquidation.

If a stand rental contract is terminated for any of the aforementioned reasons, E-world energy & water GmbH shall likewise be entitled to liquidated damages in the net sum of 25 % of the participation fee.

In the event of premature termination by E-world energy & water GmbH on account of culpable breach of contract (e.g. provision of the stand space to a third party without permission, infringement of property rights, failure to clean the stand space, failure to discontinue unfair advertising, failure to vacate the stand space in due time, setting up the stand illegally, prematurely dismantling the stand), E-world energy & water GmbH shall be entitled to demand from the exhibitor a contractual penalty in the sum of up to € 10,000.00, which shall be fixed at E-world energy & water GmbH's reasonable discretion in each individual case and be reviewed before the relevant Landesgericht [Regional Court] in the event of a dispute. If such

breach of contract also gives rise to a damages claim, the contractual penalty shall be offset against such damages claim.

## 5.12. Photography and other image recordings

All types of commercial image recordings, especially photography and filming, on the trade fair grounds may only be carried out by persons who have been authorised to do so by E-world energy & water GmbH and are in possession of a valid pass issued by E-world energy & water GmbH. Stand photographs, which are to be taken outside the daily opening hours and require special lighting, shall be subject to E-world energy & water GmbH's consent. Any resulting costs shall be borne by the exhibitor, unless they are paid by the photographer.

E-world energy & water GmbH and – with its consent – press journalists and television stations shall be entitled to photograph, draw and make film and video recordings of the event, the exhibition buildings/stands and the exhibited items, and to use these photographs, drawings and recordings free of charge for advertising purposes or press publications.

## 5.13. Waste disposal, cleaning, security

a) Information on the different options for waste disposal on the trade fair grounds is provided in Technical Guideline Number 6.1.1. The exhibitor shall appoint E-world energy & water GmbH to carry out waste disposal subject to a fee. If the exhibitor leaves refuse or other items behind after having vacated the stand space, E-world energy & water GmbH shall be entitled to have such refuse or items removed and destroyed at the exhibitor's expense.

b) E-world energy & water GmbH shall arrange for the cleaning of the grounds, the halls and the aisles. The exhibitor shall be responsible for ensuring that its stand is cleaned daily, before the event begins. The exhibitor may also appoint E-world energy & water GmbH, or companies authorised by E-world energy & water GmbH, to carry out such cleaning subject to a fee. If the exhibitor uses its own cleaning personnel, such cleaning shall be limited to one hour before and one hour after the daily opening hours of the E-world energy & water.

c) The general security of the trade fair halls and the adjoining outdoor grounds shall be E-world energy & water GmbH's responsibility for the duration of the event. General surveillance shall be provided during assembly and dismantling times. E-world energy & water GmbH shall be entitled to enforce measures necessary for surveillance and monitoring.

Security of the exhibitor's property shall not be covered by general surveillance. E-world energy & water GmbH's responsibility for security shall not affect its exemption from liability for personal injury and property damage.

Any special security to safeguard the exhibitor's property shall be organised by the exhibitor itself. Such security shall only be undertaken by E-world energy & water GmbH's appointed security companies. Valuables and items that are easy to remove should be kept under lock and key by exhibitors, particularly at night.

## 5.14. Supplementary provisions

The House Rules, the product category list, the Technical Guidelines and all other provisions sent to the exhibitor before the start of the trade fair form integral elements of the rental contract.

During the event, the exhibitor shall be subject to the trade fair company's domestic authority on the entire grounds of Messe Essen GmbH. Messe Essen GmbH shall be entitled to remove, at the exhibitor's expense, any items not taken away during the stand dismantling period. These objects need not be put into storage, but may be disposed of.

# TERMS AND CONDITIONS OF PARTICIPATION

FOR E-WORLD ENERGY & WATER 2022



Messe Essen GmbH shall be solely responsible for general heating, air-conditioning, ventilation and lighting in the halls. All installations shall only be undertaken by Messe Essen GmbH or third parties appointed by it. Installation work within the stand area may also be entrusted to outside contractors whose names shall be provided to Messe Essen GmbH in advance, if so requested. Messe Essen GmbH shall be entitled, but not obliged, to inspect the installations. The exhibitor shall be liable for any damage, injury or loss caused by its own installation work. Furthermore, the exhibitor shall be liable for all damage, injury or loss resulting from uncontrolled use of energy. Messe Essen GmbH may be held liable for damage or injury or loss resulting from any disruption of power supplies only in accordance with Section 6 AVBElt [Regulation on General Terms and Conditions of Electricity Supply to Tariff Customers], Section 18 NAV [Regulation on Low Voltage Connections] and Section 6 AVBWasserV [Regulation on General Terms and Conditions of Water Supply to Tariff Customers].

Smoking is forbidden throughout the trade fair in enclosed rooms.

## 5.15. Closing provisions

All claims of the exhibitor against E-world energy & water GmbH shall be filed in writing. They shall become statute-barred within twelve months from the end of the year in which they arise. Agreements deviating from these terms and conditions shall only be effective in writing. The law of the Federal Republic of Germany shall apply, to the exclusion of the Convention on Contracts for the International Sale of Goods. Essen is the place of performance and jurisdiction. Alternatively, E-world energy & water GmbH hereby reserves the right to file its claims at the court having jurisdiction over the place where the exhibitor has its registered office. If any of the above clauses or conditions are or become null and void, the other conditions shall nevertheless remain in effect. The resultant omissions shall be corrected in such a way that the spirit and purpose of the contract are retained.

In cases of doubt, the German version of these Terms and Conditions of Participation shall be authoritative.

## 6. APPLICATION DOCUMENTS

Applications shall only be submitted using the enclosed form, accepting these Terms and Conditions of Participation. The fully completed forms bearing a legally binding signature shall be sent to:

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

No allowance shall be made for any conditions or provisos contained in applications. Requests for specific locations shall not constitute a condition of participation. The application shall be binding.

The application shall not be deemed effected until it has been received by E-world energy & water GmbH. The particulars shall be stored for the automatic data processing of the application and shall be made available to third parties for the performance of the contract. Applications received after the closing date for applications shall be considered only 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 2022.

**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