

**General Terms and Conditions for the Conference 20<sup>th</sup> International Meeting on Lithium Batteries, 21.6. – 26.6.2020 in Berlin, organised by Forschungszentrum Jülich GmbH**

§1 General Information

The Forschungszentrum Jülich organises the conference 20<sup>th</sup> International Meeting on Lithium Batteries (IMLB) from 21.6. – 26.6.2020 in Berlin (hereinafter referred to as "Event"). Contractual Partner of the Forschungszentrum Jülich, which shall rent floor spaces for the event, shall be referred to below as "Exhibitor".

§2 Validity of the General Terms and Conditions

All agreements concluded with the Forschungszentrum Jülich regarding sponsoring and exhibition spaces, regardless of the type, are based on these General Terms and Conditions. Deviating conditions of the Exhibitor, which were not explicitly endorsed in writing by the Forschungszentrum Jülich, are non-binding for the Forschungszentrum Jülich, even if they are not explicitly refuted in writing or verbally.

§3 Agreement

Your order is legally binding upon signing and transmitting of the offer. Upon receipt of your order, you receive an order confirmation, which establishes the Agreement between the Exhibitor and the Forschungszentrum Jülich.

§ 4 Limitations, exclusion, termination without notice

§4.1 Limitation of exhibition products

The exhibition of products which are unusual for events of this kind - this particularly concerns bulky products - has to be approved by the Forschungszentrum Jülich in writing and in advance of the event. If exhibited products prove to be bothering, hazardous or contrary to the purpose of the event in the course of the exhibition, the Forschungszentrum Jülich can order the removal of the respective exhibition products. If the Exhibitor does not comply with the order to remove the objectionable objects, they shall be removed by Forschungszentrum Jülich at the expense of the Exhibitor.

§4.2 Termination without notice

The Forschungszentrum Jülich is entitled to terminate this Agreement without notice for an important reason, particularly if

- The agreed remuneration is not paid within the prescribed period;
- After the conclusion of the Agreement, Forschungszentrum Jülich obtains information which - if considered reasonably and under deliberation of all circumstances - give rise to the concern that the stall planned by the Exhibitor violates applicable laws and/or ordinances and/or represents the risk of a disturbance of public order and safety and/or in case of justified

- concerns that visitors, personnel, pedestrians or other persons or the rental object will be injured or damaged;
- The verification of statutorily required registrations and permits is not provided;
  - Insolvency proceedings have been initiated pertaining to the Exhibitor's assets or the initiation of insolvency proceedings has been rejected due to lack of funds covering the costs;
  - The Exhibitor's solvency no longer exists;
  - Usage/provision/subletting to third parties occurs without the explicit written approval of the lessor.

Termination without notice will be given to the exhibitor in writing. The claim of the Forschungszentrum Jülich to the agreed fee remains valid, taking into account savings or what the Forschungszentrum Jülich acquires or maliciously omits to acquire by using its manpower elsewhere.

The Exhibitor forfeits their claim to participate in the event. The list of reasons which entitle the Forschungszentrum Jülich to terminate the contractual relationship without notice is only exemplary and does not affect the right of Forschungszentrum Jülich to terminate the Agreement without notice for other important reasons.

## § 5 Provisions during the event

### § 5.1 Advertising, direct sales

The serving of beverages or direct selling of goods at the stalls is not permitted. Unless otherwise agreed, advertising material may principally only be displayed within the rented stall area. The distribution of promotional gifts or advertising material within the exhibition grounds by employees or service personnel of the Exhibitor is prohibited. For the remainder, the regulations for exhibition goods of 4.1 shall apply for advertising material and all measures of the Exhibitor associated with the purpose of their presentation.

### §5.2 Co-Exhibitors/shared stalls, provision to third parties

Subletting as well as free-of-charge relinquishment (partial or full relinquishment) of the stall to third parties or exchanging the floor space with other Exhibitors is not permitted without a respective written agreement with the Forschungszentrum Jülich. Without the permission of Forschungszentrum Jülich, it is not permitted to relinquish an allocated stall or parts thereof to third parties with or without remuneration. Companies which are not mentioned on the registration may not be advertised at the stall. The main Exhibitor has to apply in writing at the Forschungszentrum Jülich for the inclusion of a co-Exhibitor. The co-Exhibitor is subject to the same conditions as the main Exhibitor. He has to pay the specified co-Exhibitor fee to the organiser. Admitting a co-Exhibitor without the organiser's event entitles the organiser to terminate the agreement with the main Exhibitor without notice and clear out the stall at the Exhibitor's expense. In

this context, the Exhibitor waives his rights of unlawful interference. The main Exhibitor is not entitled to compensation claims. Co-Exhibitors are all Exhibitors who exhibit or appear at the stall. They are also considered co-Exhibitors if they have close commercial or organisational ties to the main Exhibitor. If a stall is allocated jointly to two or several companies, each company is liable toward the Forschungszentrum Jülich as joint and several debtors.

## §6 Terms of payment

### §6.1 Due date

The invoice amount for the stall rent and provided additional services is due and payable into the account according to the regulations in the invoice, specifying the invoice number.

The invoice amount is due and payable upon billing.

### §6.2 Terms of payment and non-participation

If the Exhibitor does not participate in the exhibition for reasons not owed to the Forschungszentrum Jülich, the full invoice amount becomes due and payable. If the Exhibitor cancels their booked participation in the event in due time and if Forschungszentrum Jülich is successful in renting the stall to another Exhibitor, Forschungszentrum Jülich shall charge the Exhibitor solely for any actually provided services.

### §6.3 Assignment - off-setting of claims

The assignment of claims against the Forschungszentrum Jülich to third parties or offsetting claims with counter claims is only admissible by way of a written agreement with the Forschungszentrum Jülich. This does not apply for claims determined in court.

### §6.4 Complaints

Complaints pertaining to the invoices have to be lodged promptly with the Forschungszentrum Jülich in writing. Complaints, which are received later than 14 days after invoicing, can only be considered in justified exceptional cases.

## §7 Force majeure

If, in case of force majeure and other unforeseen, extraordinary and non-culpable circumstances - e.g. disruptions of operation, strike, lack of means of transport, official interventions, energy supply difficulties, war-like events, natural disasters - the event cannot be executed, the Forschungszentrum Jülich is exempt from its obligation to execute the event and the provision of the floor space. This applies particularly also in case of technical disruptions of operation or those caused by personnel, which were caused by force majeure, if the Forschungszentrum Jülich did everything in its power to remedy and to procure a replacement, and if the

execution of the event is still not possible. The Forschungszentrum Jülich is obligated to inform the Exhibitor of the cancellation of the event due to force majeure or other unforeseeable events. If the event is cancelled due to force majeure or other unforeseeable events, all compensation claims and other claims against the Forschungszentrum Jülich, regardless of the type, are excluded. At the same time, the claim for stall rent does not apply.

#### §8 Liability

The Forschungszentrum Jülich is fully liable in case of the violation of essential contractual obligations by employees of the Forschungszentrum Jülich and to the full amount for damages caused by gross negligence or intent by its employees or vicarious agents commissioned by the Forschungszentrum Jülich. The amount of the liable damage of the Forschungszentrum Jülich is upwardly limited to an amount reasonably expected for events of this type. The Forschungszentrum Jülich is only liable for damages typically expected at events of this type. Liability for damages beyond the fulfilment interest is excluded.

#### §9 Other conditions

##### §9.1 Image and sound recordings

The Exhibitor agrees to video, audio and photo recordings of their stall and personnel, which the Forschungszentrum Jülich has instigated in the context of preparing and staging the event for the purpose of event documentation, its own advertising or for publication in the press. The same applies for third parties who perform the above-mentioned recordings at the event with the permission of the Forschungszentrum Jülich.

##### §9.2 Official approvals, statutory provisions, technical directives

The Exhibitor is obligated to obtain all official permits required for their stall fully and autonomously. The Exhibitor is solely responsible for the compliance with international and national brand and copyright regulations and exempts the Forschungszentrum Jülich from any and all third party claims. The Exhibitor is obligated to comply with the GEMA regulations, technical directives and trade union rules. It is the sole responsibility of the Exhibitor to comply with the GEZ fees, the regulations of the artists' social insurance and the taxation obligations. The Exhibitor is solely responsible for the compliance with technical standards and regulations according to the state of the art, the relevant DIN standards and the approved regulations of the arts in as far as the exhibition area is concerned.

##### §9.3 Car parks

Car park requests of the Exhibitor or their suppliers shall be considered, if possible. However, any claim for a car park is excluded.

##### §9.4 Set-up and dismantling times

The Forschungszentrum Jülich or a commissioned contractual partner shall inform the Exhibitors regarding set-up and dismantling times in due time prior to the event. These times are absolutely binding. Upon expiration of the dismantling time, the Forschungszentrum Jülich is entitled to dismantle and remove the stall from the exhibition area at the expense of the Exhibitor. Any liability for losses or damages of the exhibition items during the set-up and dismantling is only assumed by the Forschungszentrum Jülich in case of intent and gross negligence.

#### §9.5 General supervision, cleaning

Valuable objects which are easily removed (mobile electronic devices, communication and presentation devices etc.) have to be kept under lock and key or removed at the end of each day of the event. Liability for personal effects of the Exhibitor's employees is excluded. The liability for all objects of the Exhibitor during the course of the respective event day is explicitly excluded. The Forschungszentrum Jülich is only responsible for damages during this time in cases of gross negligence or intent by its own employees or vicarious agents. The Forschungszentrum Jülich takes on the daily waste removal. However, the Exhibitor is responsible for the cleaning of the individual stall.

#### §10 Data Protection Act

The Exhibitor agrees that the Forschungszentrum Jülich stores, processes or transfers personal data according to the Federal Data Protection Act for business purposes - also by deploying automatic data processing. The Exhibitor agrees that the Forschungszentrum Jülich stores, processes or transfers the business data - also by deploying automatic data processing - to the extent necessary for the purposes of the Forschungszentrum Jülich or companies affiliated with the Forschungszentrum Jülich or if there is any other justified interest.

#### §11 Final conditions

##### §11.1 Deviations from the content of the Agreement

Deviations from the content of the Agreement as well as additional understandings between the Forschungszentrum Jülich and the Exhibitor are only legally binding if they were at least confirmed in writing by the Forschungszentrum Jülich. The waiver of the agreed text form can also only be made in text form.

##### §11.2 Place of fulfilment and place of jurisdiction

This Agreement and all resulting rights and obligations are exclusively subject to the laws of the Federal Republic of Germany excluding international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Place of jurisdiction for all disputes arising from this Agreement is Berlin.

##### §11.3 Severability clause

If a condition of this Agreement should be or become ineffective, the effectiveness of the remaining conditions and the Agreement is not affected. In this case, both Parties are obligated to immediately bring about a legally effective regulation which is closest to the economically intended purpose of the regulation.