

Terms and Conditions of jl.medien e.K.

for entries liable to costs, advertisements and any other advertising in trade fair publications

- 1.** The customer recognises the Terms and Conditions of jl.medien e.K. by issuing an order for entries, advertisements and any other advertising in the trade fair publications of an event. These shall apply exclusively. Any terms and conditions on the part of the customer which deviate from these Terms and Conditions will not be recognized unless agreement to such terms and conditions is expressly given in writing by jl.medien
- 2.** German law shall apply exclusively to the contractual relations between the customer and jl.medien.
- 3.** The order for entries is legally binding as soon as it is received by jl.medien. There is no need for an additional order confirmation. In the case of advertisements and any other advertising, each order shall only become legally binding following written confirmation by jl.medien.
- 4.** jl.medien is entitled not to enter or broadcast those pictures and spots which infringe legal regulations, offend good morals, or are of an ideological or political nature. If such advertisements or commercials are submitted, the customer is obliged to pay for the advertising time and space booked for these advertisements or commercials, even if the advertisements or commercials are not broadcasted by jl.medien. The aforementioned reasons also entitle jl.medien to withdraw from the contract, or terminate it without notice, if knowledge thereof first reaches jl.medien after the order has been accepted.
- 5.** The customer shall ensure that entries and any other advertising do not infringe the rights of third parties, especially competition, trademark, and intellectual property law and personal rights. In addition the customer bears the full liability for the content and the legal admissibility of the texts and pictures provided for the entries and advertising. The customer thus undertakes to free jl.medien and the publisher of the trade fair publications (trade fair company or organiser) from any liability towards third parties.
- 6.** The guidelines of the publisher (trade fair company or organiser) are decisive for entries and advertising in the trade fair publications.
- 7.** The customer shall be responsible for the payment of any possible charges and fees regarding the advertising (e.g. royalty payments or GEMA - Society for Musical Performance and Mechanical Reproduction Rights - fees).
- 8.** Models for advertising links, in printed form or on electronic media, shall be delivered in the formats given in the media data. In the case of deviations from this, or any necessary amendments, additional costs shall be charged if need be.
- 9.** jl.medien shall be obliged to carry out the order by the proposed deadline, but is not liable for keeping to this date of publication.
- 10.** jl.medien is not bound to reimburse for any services carried out on the order if, for whatever reason, the order is not carried out. In the case of acts of God, every obligation to fulfil the orders is waived, as is the payment of damages.
- 11.** Agency discounts and/or mediator reimbursements are not granted by jl.medien.
- 12.** jl.medien must be informed of any complaints in writing at the latest 30 days after they appear; otherwise any claim that might be made shall be waived. Insignificant shortcomings in carrying out the order do not justify a price reduction. If shortcomings are connected with an entry, the customer is not entitled to refuse to pay the costs of another order. A settlement is only permissible if the claim made by the purchaser for the settlement is indisputable or legally established.
- 13.** For the duration of the agreement, the customer grants jl.medien and its agents of vicarious liability the right to digitalise, process (refine) and adapt for input into the electronic information systems the raw data placed at the disposal of jl.medien for the duration of the agreement.
- 14.** jl.medien will be liable for damages in accordance with the statutory provisions for damage or losses due to malice aforethought or gross negligence on the part of jl.medien's legal representatives, but not for lack of commercial success, lost profits, indirect damage or losses, consequential losses resulting from defects, or claims by third parties. Furthermore, jl.medien will be liable for damages in accordance with the statutory provisions for losses due to fraud, for personal injuries and damage to property in accordance with the "Produkthaftungsgesetz" (Product Liability Act). jl.medien's liability for payment of damages will be limited to the level of losses or damage of a type that is foreseeable and typical for the agreement, in respect of losses or damage resulting from a culpable breach of essential contractual obligations or cardinal obligations, and in respect of losses or damage due to malice aforethought or gross negligence on the part of jl.medien's ordinary agents but without any essential contractual obligations or cardinal obligations being violated. In other respects, all liability on the part of jl.medien shall be ruled out. jl.medien's maximum liability for all loss-entailing events will be for the amount of the total order in each case.
- 15.** It is a condition of this agreement that the customer should not be refused admission to the event in question. If, after receipt of a booking, the customer is refused admission to the event for reasons for which the customer is responsible, then the customer is obliged to pay jl.medien the amount for the booked advertising time, without the advertisement or commercials are being shown. If the stand rental contract is cancelled after the printing of the trade fair publications, the customer undertakes to pay jl.medien for the media service (entries and/or advertising) it has booked without the service, which is the subject-matter of the contract, being provided.
- 16.** In case of withdrawal from or limitation of orders issued, jl.medien is entitled to demand a processing fee of up to 50 % of the order amount without having to provide proof of the amount of damage incurred. The customer is granted the right to deliver proof that no damage has been incurred or that the damage is significantly less than the demanded fee.
- 17.** By signing the order forms the customer gives jl.medien his explicit approval that jl.medien and/or the organiser may record, process or forward personal and business data of the customer for reasons covered in the order – also using automatic data processing - according to the Federal Data Protection Act. The customer also expresses his agreement to the publication of his data (entries and advertising) transmitted in the order in other media published by jl.medien. The customer may withdraw this agreement at any time in written form.
- 18.** Place of performance is Unterhaching near Munich.
- 19.** The place of jurisdiction for all disputes arising from this agreement is Munich, if the contract partners are businessmen or juristic persons under public law or special funds under public law, or if the contract has no general place of jurisdiction in the Federal Republic of Germany, or after conclusion of contract changes his domicile or place of habitual residence to outside the Federal Republic of Germany, or whose domicile or habitual place of residence is not known at the time the action is filed.
- 20.** Rates for entries, advertisements and other advertising are given in the in the media documentation and order forms for the respective event.
- 21.** The VAT rate legally in effect on the date of the order must be added to all listed prices.
- 22.** Invoicing takes place after the order has been processed, regardless of the publishing date of the trade fair publications. The invoice amount is payable in full following receipt of the invoice. In the event of delay or deferment of payment normal bank interest rates as well as dunning and collection costs are charged. In the event of delay of payment, jl.medien can defer the further execution of the current order until payment has been made and demand advance payment for additional orders. If there is legitimate doubt as to the customer's ability to pay, jl.medien is entitled to make the processing of additional orders subject to advance payment of the costs and the settlement of outstanding invoices.
- 23.** Payments are to be made only to one of the jl.medien accounts specified on the invoice, with reference to the customer's invoice and customer numbers.

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Special Terms and Conditions for Entries and Advertising in the Trade Fair Catalog

1. If the order arrives at jl.medien after the deadline announced by jl.medien, jl.medien shall reserve the right to include it in the appendix of the official printed format trade fair catalog.
2. In the printed format trade fair catalog, the entries are arranged in alphabetical order or by indicated sorting name, or alphabetically according to countries and areas. In the index of product and service or industry offers, they are compiled in accordance with the list of categories and organised within this in alphabetical order or by indicated sorting name. For advertisements outside the floating text, positioning preferences of the customer are accommodated, subject to possibility. jl.medien shall reserve the right to change any previous positioning for technical reasons. This does not affect the validity of the order.
3. The customer is responsible for the punctual delivery of the entry and advertisement texts, as well as flawless printed documentation or supplements. If the customer does not deliver the required documentation punctually, he shall thereby authorise jl.medien to arrange the entry at its own discretion - at the necessary point in time. The obligation to pay remains in force. The customer shall agree to the shortening of the text, if the ordered texts can not be accommodated due to a lack of space.
4. An entry in the catalog appendix is equivalent to the entry in the printed catalog. In the case of non-inclusion in the printed catalog or its appendix, inclusion in the online catalog takes place with discharging effect.
5. Digital data are required as a printer's copy. A logo in electronic format is to be delivered for the catalog in the format given in the entry documentation. Advertisements are also to be delivered in the format given in the entry documentation. The performance of the order is subject to technology-related variations in colour, compared to any proofs that might have been supplied, which do not justify a price reduction.
6. The delivered galley proofs shall be released for printing within 7 calendar days of receipt. If 7 calendar days go beyond the official copy deadline, this deadline applies. The documentation handed over to jl.medien is only returned after publication at the explicit request of the customer. The documentation is returned in the normal post-processing condition. The obligation to store lithographs and other printing documentation ends two months after the catalog has been published.
7. jl.medien shall be obliged to carry out the order carefully. If the entry commissioned is inadvertently completely or partially excluded from the catalog, or has had its contents changed, the claims of the customer shall be limited to the partial or full reimbursement of the payment for this entry. Further demands, e.g. reprinting (with corrections) or withholding the work, inserting or dispatching corrected version appendices etc., are excluded.
5. The customer is obliged to check the entries in the online catalog immediately and report errors promptly to jl.medien
6. Neither jl.medien nor its employees, agents of vicarious liability or other auxiliary staff or representatives guarantee that any particular results can be achieved by online advertising. jl.medien accepts no liability for technical faults, provided they fall within the range of competence of other providers (such as Internet providers, for example). jl.medien accepts no liability that the service is available continuously or fault-free. In the case of defective entries the customer has the right to put right the error. If the customer sets jl.medien an adequate time limit with a warning of disaffirmation, he is entitled to demand cancellation of all or part of the payment for the defective entries after the deadline expires if no action has been taken.

Special Terms and Conditions for Entries and Advertising in the Information System

(if it is used for the event in question)

1. In addition to corporate and non-product-related image advertising, the customer's advertisements or commercials may refer only to products and services which are exhibited at the event for which the Information System which is the subject of the contract is being set up.
2. The advertisements or commercials may include an image picture or spot for the exhibitor and one picture or spot for each exhibitor's product listed in the product index.
3. The Information System is for multimedia recordings only. The presentation of spots and pictures in the info system is still considered to be in accordance with the agreement if differences occur between the colour shown on the screen and those on the copy supplied by the customer.
4. The customer undertakes to submit to jl.medien the spots and pictures conforming to the requirements of jl.medien by the copy deadline.
5. If the submitted advertisements or commercials run longer than agreed, the customer will be obliged to adjust the duration accordingly.
6. jl.medien is not liable for system failures or network overload related problems occurring when trying to access the entries, especially the advertising entries, of the customer.
7. The customer is obliged to check the entries on the info system immediately and report errors promptly to jl.medien.
8. In the case of defective entries the customer has the right to put right the error. If the customer of jl.medien sets an adequate time limit with a warning of disaffirmation, he is entitled to demand cancellation of all or part of the payment for the defective entries after the deadline expires if no action has been taken.

Special Terms and Conditions for Entries and Advertising on the Online Catalog

1. Every exhibitor shall be entered in the online catalog for the event to which he is admitted as an exhibitor, in accordance with his orders for the catalog.
2. The presentation of advertising in the online catalog is still considered to be in accordance with the agreement if differences occur between the colour and composition on the screen and those on the copy supplied by the customer to jl.medien.
3. The customer undertakes to submit its data for entries and advertising to jl.medien in accordance with the information set out in the media brochures or/and the order forms.
4. jl.medien is not liable for system failures or network overload related problems occurring when trying to access the entries, especially the advertising entries, of the customer.

jl.medien e.K.

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