

## EXHIBITOR TERMS AND CONDITIONS for the 22nd Innovation Forum for Automation

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## Introduction

The Organizer (Kontron AIS GmbH, Otto-Mohr-Str. 6, 01237 Dresden, Germany) (hereinafter referred to as “Organizer”) is hosting the event described below. The Exhibitor would like to run an exhibition stand at the event. The parties therefore agree the following terms and conditions (hereinafter also referred to as “exhibitor contract”, “contract”):

## 1 Event

(1) The Organizer hosts the 22nd Innovation Forum for Automation. As part of this event, it is planned to hold lectures on automation projects and to exhibit solutions.

(2) The planned venue is IAG/DGUV Tagungszentrum Dresden, Königsbrücker Landstraße 2, 01109 Dresden. The event is planned to take place from January 30 to January 31, 2025. The Organizer reserves the right to change the venue or dates at any time during the term of the sponsorship contract and to inform the Sponsor of this immediately.

(3) The Exhibitor acknowledges that the consequences of any pandemic situation (in particular bans on meetings, events) are unforeseeable for the Organizer. The Organizer therefore reserves the right to change the form of the event (even at short notice) from an in-person event to a virtual event (online event) and to inform the Exhibitor of this immediately. This is expressly not connected to a reduction in the agreed remuneration. Section 2 (2) applies to the feasibility of the agreed services.

## 2 Organizer's services

(1) The Organizer is obligated to provide the services for the Exhibitor Packages as chosen by the Exhibitor within the registration process. The Sponsoring Packages are described in Appendix 1 - Sponsorship Packages.

(2) If for any reason the Organizer is unable to provide any of the services listed in Appendix 1, they will inform the Exhibitor immediately. The Organizer is entitled, after approval by the Exhibitor, to replace the relevant service with an alternative service that is as similar as possible. The Exhibitor will not unfairly refuse consent.

(3) The Exhibitor understands that the exhibition space only allows for a limited number of exhibition stands and is also offered to interested parties other than the Exhibitor.

(4) The Organizer and the co-organizers referred to in Section 4 (1) are solely responsible for the organization and implementation of the event.

## 3 Exhibitor's services

(1) The Exhibitor pays a one-off fee for the Organizer's services referred to in Section 2.

The remuneration for this is:

- |                    |                                |
|--------------------|--------------------------------|
| ▪ Premium Package  | EUR 2,500 plus value added tax |
| ▪ Standard Package | EUR 1,500 plus value added tax |
| ▪ Basic Package    | EUR 750 plus value added tax   |

The Organizer will invoice the Exhibitor the day after the contract has been concluded. The place of fulfilment for Exhibitor payments is the Organizer's headquarters. Payments from the Exhibitor to the Organizer are made by bank transfer to the bank account specified in the Organizer's invoice. Payment must be received by the Organizer immediately after the invoice has been received by the Exhibitor. Fees incurred as a result of a bank transfer are to be paid by the Exhibitor.

(2) The Exhibitor is obligated to comply immediately with all reasonable instructions given to them by the Organizer in connection with implementing the exhibitor contract and the event.

(3) In order to implement the exhibitor contract, the Exhibitor must provide the Organizer with materials (e.g., logos) that do not violate applicable laws or violate the rights of third parties - in particular property rights.

(4) If the Exhibitor has provided the Organizer with materials for implementing the exhibitor contract and if they change them later, the Organizer is only obligated to take into account the changed materials if it does not incur any additional costs or if the Sponsor agrees in advance in writing that the Organizer is to cover costs and expenses resulting from this change.

## 4 Co-organizer; non-exclusivity

(1) The Innovation Forum is co-hosted by the following companies:

- Fabmatics GmbH (Zur Steinhöhe 1, 01109 Dresden, Germany)
- SYSTEMA GmbH (Manfred-von-Ardenne-Ring 6, 01099 Dresden, Germany)
- XENON Automatisierungstechnik GmbH (Heidelberger Str. 1, 01189 Dresden, Germany).

The companies mentioned above, and the Organizer, are all members of the Automation Network Dresden (AND).

The Organizer reserves the right to cancel the exhibitor contract within two weeks of it being concluded, provided that one or more of the companies mentioned above provide legitimate reasons why the contract with the Exhibitor is unreasonable for them. In this case, each party is obligated to reimburse the services received from the other party.

(2) The Organizer is free to sign additional exhibitor contracts affording exhibitors the same rights.

## 5 Organizer's liability

(1) Except in the case of intent or gross negligence, the Organizer's liability is excluded. This also applies to minor negligence regarding breaches of duty by legal representatives or sub-contractors, unless it is a culpable breach of material contractual obligations (i.e., obligations essential to the implementation of the contract and which the Exhibitor is used to and expects). However, in the event of minor negligence, the Organizer's liability for breach of material contractual obligations is limited to foreseeable, typically occurring damages.

(2) Liability for culpable injury to life, body or health - as well as liability under German product liability law - remain unaffected.

## 6 Cancellation of the event; termination

(1) The Organizer reserves the right to cancel the event at any time during the term of the exhibitor contract. They will inform the Exhibitor of this immediately. In that case, the Exhibitor is entitled to choose one of the following: a) a credit for a future event hosted by the Organizer (up to the amount paid by the Exhibitor for the event); or b) to terminate the exhibitor contract with immediate effect and obtain a refund (calculated in good faith) to an amount that reflects the total amounts paid by Exhibitor up to the date of termination, less the value of all the Services in accordance with Appendix 1 received from the Organizer up to the date of termination. The refund will be made by the Organizer within 30 days of cancelling the event.

(2) The parties' right to terminate the contract for good cause remains unaffected. In this case, each party is obligated to reimburse the services received from the other party.

(3) Statements in accordance with Section 6 must be made in written form.

## 7 Effectiveness and term of the exhibitor contract

(1) This contract becomes effective upon submission of Exhibitor's registration and written confirmation of the Organizer.

(2) This contract ends upon termination or when the event ends without an express declaration by the parties being required.

## 8 Amendments to the exhibitor contract; written form

(1) Amendments and additions to this contract must be made in written form. This also applies to any amendment relating to this written form clause.

(2) For observing the written form, neither a genuine signature nor an electronic signature is required. Information forwarded via fax or email meets the written form requirement as well as other text forms.

## **9 Jurisdiction; applicable law**

(1) The place of jurisdiction for all legal disputes arising from or in connection with this contract is exclusively the Organizer's headquarters.

(2) The contract is subject to German law excluding its conflict of law provisions.

## **10 Severability**

Should a provision or part of a provision of this contract be or become ineffective, it does not affect the validity of the remainder of this contract. The ineffective provision must be replaced by a suitable provision that comes closest to what the parties would have wanted if they had considered the point when signing this contract.

## Appendix 1 - Exhibitor Packages

As of: september, 2024

### Premium Package (EUR 2,500 plus value added tax):

- Exhibition booth (9 square meters) in networking area (with table, chairs, power connection, WLAN), for roll-ups, exhibition wall and demonstrator
- 2 conference tickets for both conference days and the evening event
- Your company logo presented on event website incl. short profile text and link to company
- Your company logo featured in event app
- Linking your company in a event post on LinkedInx dedicated social media post on LinkedIn

### Standard Package (EUR 1,500 plus value added tax):

- Exhibition booth (6 square meters) in networking area (with table, chairs, power connection, WLAN), for
- 2-3 roll-ups or an exhibition wall
- 1 conference ticket for both conference days and the evening event
- Your company logo presented on event website incl. short profile text and link to company
- Your company logo featured in event app
- Linking your company in a event post on LinkedIn

### Basic Package (EUR 750 plus value added tax):

- Exhibition booth (3 square meters) in networking area (with table, chairs, power connection, WLAN), for 1-2 roll-ups
- 1 conference ticket for both conference days and the evening event
- Your company logo presented on event website incl. short profile text and link to company
- Your company logo featured in event app