

Technical specifications as of February 2021

Standard Booth (hybrid) includes

Booth equipment:

- 6 chairs "Munich" anthracite
- 1 table "Munich" 70x70cm
- 1 table "Munich" 110x70cm,
- 1 wastebasket
- 2 racks
- light, electricity 1kW with one outlet and WIFI

Marketing package:

- 6 submissions for the PERFORMANCE FORUM selection
- Company data and logo in online directory and fair app
- Personalized email footer, e-blast invitation graphic and social media graphics for promotional use
- General promotional activities of fair in relevant online and print media

Digital marketing package in "The Loop":

- 6 month membership in The Loop + digital fair participation
- Virtual showroom including unlimited product upload
- Logo (max. 1)
- Link to company website (max. 2)
- Company description text
- Company video integration (one video per Youtube or Vimeo ID) or alternatively banner graphic (800 x 400 pixels w x h)
- Document upload (max. 3 files, pdf format, max. 2 mb)

Digital Fair participation:

- Video call, chat and online meeting function during the digital fair
- Participation in match-making activities

Double Booth (hybrid) includes

Booth equipment:

- 12 chairs "Munich" anthracite
- 2 tables "Munich" 70x70cm
- 2 tables "Munich" 130x70cm
- 2 wastebaskets
- 4 racks
- light, electricity 1kW with one outlet and WIFI

Marketing package:

- 6 submissions for the PERFORMANCE FORUM selection
- Company data and logo in online directory and fair app
- Personalized email footer, e-blast invitation graphic and social media graphics for promotional use
- General promotional activities of fair in relevant online and print media

Digital marketing package in "The Loop":

- 6 month membership in The Loop + digital fair participation
- Virtual showroom including unlimited product upload
- Logo (max. 1)
- Link to company website (max. 2)
- Company description text
- Company video integration (one video per Youtube or Vimeo ID) or alternatively banner graphic (800 x 400 pixels w x h)
- Document upload (max. 3 files, pdf format, max. 2 mb)

Digital Fair participation:

- Video call, chat and online meeting function during the digital fair
- Participation in match-making activities

Technical specifications as of February 2021

Digital Booth includes

Marketing package:

- 6 submissions for the PERFORMANCE FORUM selection
- Company data and logo in online directory and fair app
- Personalized email footer, e-blast invitation graphic and social media graphics for promotional use
- General promotional activities of fair in relevant online and print media

Digital marketing package in “The Loop”:

- 6 month membership in The Loop + digital fair participation
- Virtual showroom including unlimited product upload
- Logo (max. 1)
- Link to company website (max. 2)
- Company description text
- Company video integration (one video per YouTube or Vimeo ID) or alternatively banner graphic (800 x 400 pixels w x h)
- Document upload (max. 3 files, pdf format, max. 2 mb)

Digital Fair participation:

- Video call, chat and online meeting function during the digital fair
- Participation in match-making activities

General Terms and Conditions for Exhibitors for a Hybrid and Virtual Fair powered by Performance Days

1. Scope of application, subject matter of performance

1.1 These General Terms and Conditions (hereinafter referred to as "T&C") for the PERFORMANCE DAYS functional fabrics trade fairs in a combined physical-digital format as a hybrid trade fair consisting of both on-site elements and digital elements (hereinafter referred to as "Hybrid Fair") and alternatively trade fairs in purely virtual format consisting exclusively of digital elements (hereinafter referred to as "Virtual Fair") apply exclusively to the contractual relationship between Design & Development GmbH Textile Consult (hereinafter to as "D&D") and the exhibitor (hereinafter referred to as "Exhibitor") of the fair as a Hybrid fair or purely Virtual Fair (hereinafter together referred to as "Fair").

1.2 The Hybrid Fair is a fair consisting of two components: (1) the presence fair, which has been customary up to now, and (2) a matching, directly integrated online offer (Virtual Fair). The Virtual Fair is conducted without physical participation, therefore exclusively in a digital format. While all content is presented online, interaction between visitors and exhibitors takes place through electronic means of communication (online chat as well as video calls) only. The task of D&D is to provide both a component allowing physical participation and a digital package enabling the Exhibitor to use an online platform for a period defined by D&D. The online platform includes the possibility of speeches, live online meetings with Fair visitors, the possibility of presentation of Exhibitor content to be designed and set by the Exhibitor ("Exhibition Content") for the defined period as well as the organization of the Fair on defined trade fair dates.

1.3 D&D shall organize the Fair on the dates specified in the order confirmation provided by D&D to the Exhibitor upon acceptance of the Exhibitor`s online booth application by D&D (hereinafter referred to as "Order Confirmation").

2 Application for the Fair

2.1 Any Exhibitor wishing to take part in the Fair (the participation including a Fair related marketing package, PR and consultancy services) must express its wish to do so by fully completing the Exhibitor online booth application form (hereinafter referred to as "Application") on D&D`s website under <https://www.performancedays.com/exhibitor-area/booth-application.html>, and submitting it to D&D by the defined application deadline. The Exhibitor accepts that these T&C are legally binding for him and for any of its agents as soon as the Application has been submitted. With the Application, the Exhibitor expresses its serious interest to D&D to participate in the Fair as Exhibitor in accordance with these T&C.

2.2 Any co-exhibitor and / or additionally represented company must be named in the Application, specifying the same particulars as for the Exhibitor and must be approved by D&D in the Order Confirmation. Incomplete or late Applications cannot be considered.

3 Admission and Marketing

3.1 The Exhibitor does not have a legal claim to admission unless such claim exists by law. The contractual relationship between D&D and the Exhibitor takes effect upon receipt of the Order Confirmation including the invoice issued by D&D by the Exhibitor. The content of the Order Confirmation is binding.

3.2 The Exhibitor who has not fulfilled their past financial obligations vis-à-vis D&D by settling invoices in respect of previous events, or have infringed these T&C or other applicable contractual provisions (e.g. third party terms and conditions, website rules, etc.), may be excluded from participation in the Fair.

3.3 Upon admission, D&D undertakes to render certain exhibitor marketing services, including digital marketing, print media, e.g. Fair website, mailings, press information and social media, consultancy services, e.g. PERFORMANCE FORUM, mailings and individual assistance and PR-activities, including press releases, mailings, social media, press set for the Fair, etc. Upon admission, an individual separate Exhibitor Account will be set up for each Exhibitor.

3.4 D&D may transfer the Exhibitor`s contact data to a third party if it is necessary to provide certain services to the Exhibitor and support him in the best possible way. These carefully selected partners and service providers are:
•Reed Exhibitions, a division of RELX Inc., cooperation partner in the operation of the Fair;
•Ebner Media Group GmbH & Co. KG for media services;
•Jublia Pte. Ltd. for meetings, matchmaking services, chat and (video) calls;
•Country cooperation partners, who might contact the Exhibitor regarding fair preparations, translation, payment support, governmental subsidiaries etc.: e.g. including but not limited to Taiwan Textile Federation (TTF) to support Taiwanese exhibitors, Shanghai Tengda Exhibition for Chinese exhibitors, Korean Federation

of Textile Industries (KOFOTI) for Korean exhibitors, Associação Selectiva Moda for Portuguese exhibitors.

•Service partners in charge of the realization of booth decoration and promotional activities, who might contact the Exhibitor regarding necessary graphics from the Exhibitor: Engler Werbetechnik, MediaSales Messe München.

3.5 The contact details of these partners are listed in the Exhibitor Account at www.performancedays.com/exhibitor-area/exhibitor-account/important-documents.html and are made available to each confirmed Exhibitor.

3.6 D&D is entitled to withdraw the Order Confirmation and to terminate the contractual relationship without notice if the Exhibitor`s admission was based on incorrect or incomplete statements by the Exhibitor, or if, at a later date, the Exhibitor no longer fulfils the conditions for admission.

4 Performance Forum

4.1.1 During the Fair, D&D presents selected Exhibitor products in the "PERFORMANCE FORUM" (hereinafter referred to as "Performance Forum") to Fair visitors. The Performance Forum is an exhibition of selected products in a designated area of the Fair.

The Performance Forum refers, in case of a Hybrid Fair, to the admission of visitors to the fairgrounds, and in the case of a Virtual Fair, to the access possibilities to virtual rooms as well as participation in the provided electronic services of the Fair.

4.1.2 Further to the presentation of the physical products in the Forum during the Fair, the products are also presented on the Fair`s website, its social media accounts and its print media for an undefined period. Exhibitors have the possibility to submit products for the Forum according to the specifications (theme, line of products, number of articles, deadlines and required product information) communicated to the Exhibitor in his Exhibitor Account. The Exhibitor decides which products he wishes to submit to the Fair and bears the costs of production and sending; the decision whether a submitted product is included in the Performance Forum and if so, the way of presentation remains at the sole discretion of D&D and/or a jury nominated by D&D.

4.1.3 As all information related to the submitted Products is supplied by the Exhibitors, D&D does not assume any responsibility related thereto D&D considers this information to be truthful and does not assume any responsibility for it being outdated, incomplete or inaccurate. The Exhibitor shall indemnify D&D from all claims of third parties towards D&D and any costs, including the costs of legal defense, that arise by reason of misinterpretation, false information supplied by the Exhibitor in connection with the submitted products.

4.1.4 Submitted products become property of D&D upon receipt by D&D. Upon termination of the Fair, D&D, may at its sole discretion decide whether the submitted products, shall be disposed of, donated, forwarded to publishers of trend books or members of the jury. In case an Exhibitor wishes to retrieve his submitted product(s) after the Fair, he must declare such intention at the time of the submission vis-à-vis D&D in writing and shall assume all costs and bear the risk of return shipping.

5.1 Service Package Hybrid Fair

Without prejudice to the other provisions, Art. 4.1 of the T&C applies to the participation as an Exhibitor at the Hybrid Fair.

5.1.1 Stand, Positioning

5.1.1.1 D&D positions the stands on its equitable discretion. D&D reserves the right to deviate from the type, size, and location of the exhibition area desired by the Exhibitor, to exclude certain exhibits from admission, and to impose conditions on the admission. The Exhibitor`s reservations, conditions, and particular wishes (e.g. regarding location, exclusion of competitors, stand construction or design) will be taken into account only if expressly confirmed in the Order Confirmation.

5.1.1.2 The stand will be allocated according to D&D`s requirements, the prevailing conditions and in accordance with the classification system (according to the order in which applications are received) for the Fair as applied by D&D at its own discretion. D&D is entitled to deviate from the classification system as per D&D`s organizational requirements.

5.1.1.3 The Order Confirmation applies only to the admitted Exhibitor and expressly admitted co-Exhibitors. No assignment, in whole or in part, of the respective stand to third parties or affiliation with third parties is permitted. An exchange of assigned stands between Exhibitors is subject to the prior written application of the concerned Exhibitor and written consent of D&D. In case of infringement, D&D is entitled to cancel the Order Confirmation without notice.

- 5.1.1.4 The allocation of the other stands, in particular of neighboring stands, can change until the time the Fair opens. D&D is also entitled to relocate and/or close entrances to and/or exits from the trade fair grounds and halls. D&D is further entitled to make other structural alterations deemed necessary or useful in the interest of D&D. Exhibitors affected by such alteration may not rescind Order Confirmation nor are they entitled to damage or compensation claims against D&D under such circumstances.
- 5.1.1.5 D&D may subsequently, also in deviation to the Order Confirmation, change space allocations, and in particular change the location, type, dimensions and size of the exhibition area given to the Exhibitor, insofar as this is necessary for reasons of safety or public order, or because the Fair is oversubscribed and further Exhibitors shall be admitted or because changes in assignments of exhibition space ensure that the facilities and space required for the trade fair are used more efficiently. However, such subsequent changes may not exceed the scope which the Exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lower admission and service fee, the difference in amount will be refunded to the Exhibitor. Further claims against D&D are excluded.
- 5.1.2 Use of stand, exhibits and publicity
- 5.1.2.1 In case the Exhibitor cannot use their stand space or are prevented from making full use of the same because they have infringed legal or official regulations or the T&C, they are nevertheless obliged to pay the admission and service fee in full and to pay compensation to D&D for all damage caused by the Exhibitor, their legal representatives or employees; the Exhibitors are not entitled to cancel or terminate their participation at the Fair unless the respective law specifically entitles them to do so.
- 5.1.2.2 Only such items which have been declared and admitted may be exhibited. D&D has the right to remove any other exhibits at the Exhibitor's risk and expense.
- 5.1.2.3 Exhibits and publicity material may only be displayed in the area of the stand and may not be set up as to acoustically or visually disturb neighboring areas or stands. The Exhibitors may not create any obstructions of the fair venue, in particular the aisles or other stands. Interviews or surveys may also only be conducted in the proper stand area. The Exhibitor undertakes to adhere to all applicable laws and regulations relating to his exhibits and promotional material and to remain legally responsible for such adherence during the participation in the Fair.
- 5.1.3 Notice of defect
- Complaints about any defects in the stand or exhibition area or missing booth equipment are to be made in writing to D&D immediately on occupying the exhibition area, but by the end of the particular stand set-up period at the latest, so that D&D can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against D&D.
- 5.1.4 Photography, filming and video recording
- Only persons authorized by D&D and in possession of a valid D&D pass may film, photograph, or make sketches or video recordings in the exhibition halls. The Exhibitor shall be entitled to have photographs, sketches or video recordings of their own stands made by such authorized personnel during regular opening hours; exceptions may be arranged upon D&D's prior consent. Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, D&D may demand that the recorded material be surrendered and take legal steps to achieve this end. Any refusal to surrender material obtained in contravention of the above mentioned regulation constitutes a severe infringement of the T&C.
- D&D is entitled to have photographs, drawings, films and video recordings made of events at the Fair, of stands and exhibits, and to use them for advertising or general press publications. This shall also apply to persons recorded in such occasion.
- 5.1.5 Catering, deliveries to stands
- The caterers appointed by D&D are responsible for all catering within the fairgrounds. Deliveries of beer or other beverages may be made only by companies contracted to D&D. Only a limited number of deliveries may be made to the exhibition stands. D&D is entitled to permit deliveries to stands only at certain times. The Exhibitor is not permitted to sell food or beverages at their stands.
- 5.1.6 Fair passes
- Upon admission, each Exhibitor will receive a certain number of free Fair passes as specified in the Order Confirmation. These Fair passes are personalized and not transferable. Any transfer of Fair passes, in particular to unauthorized third parties, e.g. to persons or companies wishing to offer goods for sale or to render services at the Fair center without corresponding authorization from D&D, shall render such transfer and the respective Fair passes null and void. Fair passes transferred to third Parties shall thereby be forfeited and no compensation or replacement shall be given. Any unauthorized transfer of the Fair Pass to their parties constitutes a severe infringement of these T&C. Additional personalized Fair passes may be requested in writing from D&D and are subject to a charge. Fair passes are issued only after payment of the admission and service fee in full.
- 5.1.7 Set-up, staffing and dismantling of stand
- 5.1.7.1 The dates for stand set-up and dismantling as specified in the Hybrid Fair Manual must be strictly observed. Exhibitors are not entitled to additional or extracurricular access to the Fair area for set-up or dismantling purposes. Stands not occupied by the end of the setup period are deemed to have been relinquished by the Exhibitor and may be disposed of as D&D sees fit. In case D&D is not able to reallocate the stand to another exhibitor, D&D is entitled to design and fit it out at the Exhibitor's expense.
- 5.1.7.2 The Exhibitor admitted to the Fair undertakes to participate in the Hybrid Fair. The stand must be properly equipped and staffed by qualified personnel throughout the Hybrid Fair during the prescribed opening hours. Particular attention should be paid to ensure that the stand is already fully staffed when the Hybrid Fair opens. The Exhibitor is not permitted to remove trade fair goods or dismantle their stands before the Fair closes. In case of infringement of any provision of this clause 4.1.7, D&D is entitled to demand a penalty of 1,000.00 EUR for each case of infringement. Such payment request does not forfeit D&D's right to claim further damages.
- 5.1.7.3 D&D is authorized to dispose of any items left by the Exhibitor on the premises of the Fair after the dismantling period and shall not be obliged to store such items. Any cost of disposal for Exhibitor goods left on the premises of the Fair shall be borne by the Exhibitor. Furthermore, D&D shall be entitled to exclude from future Fairs any Exhibitor whose stand is staffed by insufficiently qualified personnel during the Fair's opening hours, who exhibits an incomplete range of goods or goods not admitted to the Fair, who vacates or clears its stand before the end of the Fair, or who otherwise infringes the contractual relationship, without prejudice to D&D's right to cancel the contractual relationship and to a claim for all costs thereby incurred.
- 5.1.8 Local regulations
- 5.1.8.1 The Exhibitors must strictly observe the regulations governing the use of the particular place of issue and its grounds (Hausrecht). The Exhibitor must ensure that the specified hygiene concept is adhered to at all times on his stand area. This also includes the set-up and dismantling times. The Exhibitors are not permitted to spend time outside the official opening hours as specified by D&D in the halls or on the grounds. The Exhibitor must treat the other participants at the Fair with respect, may not act contrary to public moral policy and may not misuse their participation at the Fair for ideological, political or other such purposes beyond the purpose of the Fair.
- 5.1.8.2 Upon entering into the contractual relationship, the Exhibitor acknowledges and submits to the terms, regulations and provisions, including the data sheets, as provided by the owner of the Hybrid Fair premises, Messe München GmbH, as published from time to time and made accessible under: <https://messe-muenchen.de/en/meta/downloads/messe-muenchen/> especially: 'Technical Guidelines/Data Sheet' and 'General Terms of Participation'.
- 5.2 Service packages, prices and presentation of the contents at the Virtual Fair
- Without prejudice to the other provisions, Art. 4.2 of the T&C applies to the participation as an Exhibitor at the Virtual Fair.
- Upon online registration of the Exhibitor, stating company name, address, telephone number, address of the homepage, the Exhibitor can provide the following additional content via an available link or via email to D&D if the data volume of the content does not exceed the data volume transferrable by email:
- Company logo
 - Profile text to complement the description of the Exhibitor
 - Designation of contact persons of the Exhibitor with name and contact details
 - Unlimited product presentations with product name, product description, product and image
 - Up to three additional information materials for products of the Exhibitor (either a PDF file with headline and short description)
 - YouTube or Vimeo ID.
- For the individual contents, the technical specifications provided by D&D, as defined in the Order Confirmation, have to be observed. In addition, a chat function and a meeting function via (virtual meeting) can be integrated on the individual Exhibitor page.
- 5.2.1 Design & Specification of the Exhibition Content
- The design and specification of the exhibition digital content is subject to the Digital Fair Manual that will be provided to the Exhibitor upon issuance of the Order Confirmation (hereinafter referred to as "Exhibition Content"). Upon activation of the subscription period for participation in the next Fair, the Exhibition Content provided will be deactivated but not deleted with the exception of the entry in the list of Exhibitors, which will remain available until the next Fair.
- 5.2.2 Responsibility of the Exhibitor for the selection and presentation of the Exhibition Content
- The selection of the Exhibition Content as well as the selection of the presentation lies in the sole responsibility of the Exhibitor. D&D does not check the extent to which the Exhibition Content selected by the Exhibitor and its presentation are suitable for the purposes intended by the Exhibitor and meets its requirements.

5.2.3 Requirements for the Exhibitor's Exhibition Content

The Exhibitor guarantees that the Exhibition Content provided as well as the linked target page(s) neither violate applicable law, rules or regulations, nor impair or infringe the rights of any third party of any kind whatsoever. The Exhibitor ensures that the provided Exhibition Content may not act contrary to public moral policy and may not misuse their participation at the Fair for ideological, political or other such purposes as have nothing to do with the Fair. The Exhibitor shall hold harmless and indemnify D&D against any claims by third parties in connection with any infringements of rights pursuant to Art. 4.2.2 and undertakes to compensate D&D to this extent for any disadvantages and damages arising in this connection.

5.2.4 Rejection, removal, deactivation

5.2.4.1 D&D is entitled to reject Exhibition Content if there are specific indications that it violates applicable law or infringes the rights of any third party. Such decision shall be at the sole discretion of D&D.

5.2.4.2 During the presentation of the Exhibition Content, D&D shall be entitled to deactivate the Exhibition Content immediately and without prior consultation with the Exhibitor if there are specific indications that the Exhibition Content or the linked target pages violate applicable law or infringes the rights of any third party.

5.2.5 The Exhibitor shall be informed by D&D without delay of reasons justifying the measures under 4.2.4.1 and 4.2.4.2. The Exhibitor has the option of providing modified Exhibition Content that meets the contractual requirements. Any delays and costs as well as any losses resulting from this shall be borne by the Exhibitor. The Exhibitor waives any claim resulting from the rejection or deactivation of the Exhibition Content in accordance with the 4.2.4.1. and 4.2.4.2 against D&D.

5.2.6 The measures taken by D&D will be discontinued as soon as the Exhibitor provides proof that the contractual conditions of the Exhibition Contents have been restored. The obligation to pay the agreed remuneration in accordance with the Order Confirmation remains unaffected.

5.2.7 Obligation of the Exhibitor

The Exhibitor shall keep the linked target pages accessible to D&D for the duration of the Fair. The Exhibitor shall inform D&D without delay if there are any indications that the Exhibition Content provided by him violates applicable law or infringes the rights of any third party. The Exhibitor shall be liable in accordance with the statutory provisions for all damages incurred by D&D as a result of any violations of the contractual obligations by the Exhibitor.

6 Granting of Rights

6.1 The Exhibitor grants D&D a non-exclusive, unrestricted, transferable, worldwide right to use and process the Exhibition Content made available by the Exhibitor (including the Exhibitor's trademarks, logos, and any other intellectual property rights the Exhibitor has provided) for the purposes of the Fair and within the scope of the contractual relationship.

6.2 The rights granted also include the right to store, reproduce, publish, digitize and process the Exhibition Content, as far as it is required in order to meet the contractual and statutory requirements of the contractual relationship.

7 Review of the Exhibition Content

The Exhibitor is obliged to examine the Exhibition Content processed by D&D for correctness and to notify D&D of any errors in text form within three working days after receiving notice from D&D. Upon expiry of this period, the Exhibition Contents shall be deemed to have been approved as processed by D&D.

8 Insurance

D&D does not provide insurance coverage for the Exhibitors for the event. Each Exhibitor is obliged to conclude a corresponding insurance contract with an insurance company licensed to operate in the European Union and to pay the premiums incurred (including insurance tax) and VAT in good time. A copy of the said insurance policy is to be submitted to D&D.

9 Termination

9.1 D&D shall be entitled to terminate the contractual relationship between D&D and the Exhibitor with immediate effect for cause in writing, including but not limited to any of the following cases:

- composition or bankruptcy proceedings have been filed or initiated against the Exhibitor, or the initiation of such proceedings was refused

due to insufficient assets or

- the Exhibitor has severely and/ or repeatedly infringed his contractual obligations, e.g. by participation of third exhibitors without D&D's prior written consent, infiltration of malware, violation of data privacy, violation of third party's IP rights, etc.

9.2 In any case of termination of the contractual relationship between D&D and the Exhibitor with immediate effect, D&D shall, upon receipt of the termination notice (hereinafter the "Termination Notice") by the Exhibitor, be entitled to deactivate and remove any Exhibition Content in line with Art. 4.2.4 of these T&C. The Exhibitor shall not be entitled to claim damages from D&D. The obligation to pay the agreed remuneration in accordance with the Order Confirmation remains unaffected.

9.3 In case the Exhibitor wants to cancel or withdraw from the participation in the Fair, D&D must receive notice of the cancellation or withdrawal before the Order Confirmation has been sent to the Exhibitor by D&D, or within 14 days after the receipt of the Order Confirmation. Any Termination Notice must be in writing. In case the Exhibitor cancels its participation more than 14 days after the receipt of the Order Confirmation, the refund of payments made shall be made as follows:

- remuneration invoiced for the participation in the Virtual Fair only will remain payable and payments made will not be refunded;
- payments made for the participation in the Hybrid Fair will only be refunded with respect to the amount relating to the on-site fair elements. Payments made or due for the Virtual Fair shall remain payable. The invoice provided will show separate amounts for both on-site elements and digital Fair elements.

9.4 For the amount relating to the on-site fair elements the following cancellation fees apply:

a. Receipt of the Termination Notice by D&D more than 90 days prior to the start of Hybrid Fair – 30% of the admission and service fee;

b. Receipt of the Termination Notice by D&D less than 90 days, but more than 30 days prior to the start of the Hybrid Fair – 60% of the admission and service fee; and

c. Receipt of the Termination Notice by D&D less than 30 days prior to the Hybrid Fair – 100% of the admission and service fee.

10 Liability of D&D

10.1 D&D shall not be liable for slight negligence or negligence, of its corporate agents, legal representatives, employees or other servants, unless a material obligation of the contractual relationship has been violated.

10.2 To the extent that D&D is liable for damages in case of negligence or slight negligence on any legal ground whatsoever, such liability shall be limited to such damage or loss which D&D foresaw or, with the ordinary care of a prudent businessman, could have foreseen as possible consequence of a violation at the time of executing the contractual relationship. Under no circumstances, will D&D be liable for any indirect or consequential damage (e.g. but not limited to loss of profit or loss of revenue, reputational damage).

10.3 The above limitations of liability shall not apply (i) in case of willful misconduct or gross negligence and (ii) for any injury to life, body and health caused by D&D, its corporate agents, legal representatives, employees or other servants.

11 Liability without fault of the exhibitor at the Hybrid Fair:

11.1 The Exhibitor is liable, irrespective of fault, for damage arising from those areas of danger that have their cause exclusively in his sphere and lie outside the area that D&D can control. This includes in particular, but is not limited to:

- Damage that occurs as a result of improper use of the stand area;
- The loss of brought-in accessories due to inadequate securing or lack of guarding;
- Damage resulting from non-compliance with the exhibitor's obligations under these T&C.

11.2 Liability without fault of the Exhibitor at the Virtual fair: The Exhibitor is liable, irrespective of fault, for damage arising from those areas of danger that have their cause exclusively in the Exhibitor's sphere and lie outside the area that D&D can control. This includes in particular, but is not limited to:

- Damage that occurs as a result of improper use of the online platform [*].
- Damage resulting from non-compliance with the Exhibitor's obligations under these T&C.

11.3 Data communication via the Internet cannot be guaranteed to be consistently error-free and/or available at all times. D&D shall therefore not be liable for the permanent and uninterrupted availability of the online platform PERFORMANCE DAYS LOOP used for digital events..

12 Force majeure, postponement, curtailment, relocation or cancellation of the Fair

12.1 If a result of force majeure or other circumstances beyond its control, in particular non-fulfilment of material contractual obligations by D&D's suppliers, the Exhibitor does not thereby acquire the right to withdraw or cancel, nor do they have any other claims against D&D, in particular claims for damage.

12.2 In case, short-term changes in legal regulations and official instructions or directives and restrictions for the Hybrid Fair and the presence part of the Fair have been ordered due to a pandemic and D&D is forced to cancel the Fair, the same conditions apply as in the case of cancellation of the Fair due to the above mentioned circumstances of the force majeure.

12.3 If D&D is compelled, as a result of force majeure or other circumstances beyond its control, in particular non-fulfilment of material contractual obligations by D&D's suppliers, to postpone or to curtail the Fair, the contractual relationship between D&D and the Exhibitor shall be deemed concluded for the adjusted date and period. Where such postponement or curtailment is unreasonable, the Exhibitor must object in writing within two (2) weeks of the notification of the postponement respective curtailment of the Fair. In any such case, D&D shall be entitled to reasonably adjust the admission and service fee to the changed circumstances at its own discretion. In case of objection and thus cancellation of the contractual relationship between D&D and the Exhibitor by the latter, D&D shall reimburse the Exhibitor as set forth in Art. 11.4 below.

12.4 If D&D is prevented from holding the Hybrid Fair due to force majeure or according to cipher 12.2, the Parties shall hold the Fair exclusively on the virtual platform PERFORMANCE DAYS Loop as Virtual Fair and Art. 4.2 of the T&C shall be applicable. In this case, the Exhibitor is only obliged to pay for the Virtual Fair and the booked services. In case the Exhibitor has already paid the total remuneration for the Hybrid Fair, D&D will reimburse the balance to the Exhibitor. In this case, the Exhibitor shall have no claim to loss of profit due to non-attendance at the Hybrid Fair, nor to compensation payments for further consequential harm due to force -majeure such as non-utilization or underutilization of its employees.

12.5 If D&D cancels the Fair or parts of the Fair due to the fact that both the Hybrid Fair and the Virtual Fair cannot be held as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for D&D, taking due account of the Exhibitors' interest, to hold the Fair or parts of the Fair, it is in D&D's sole discretion if it will reimburse the affected Exhibitor. In case D&D decide to reimburse the affected Exhibitor, the Exhibitor will be reimbursed the following fees:

- information more than 90 days prior to the start of Fair – reimbursement of 85% of the admission and service fee;
- information less than 90 days, but more than 30 days prior to the start of the Fair – reimbursement of 70% of the admission and service fee; and
- information less than 30 days prior to the start of the Fair – reimbursement of 60% of the admission and service fee.

12.6 Further to the above obligations to reimburse the Exhibitor, according to this Art. 11 D&D shall not be liable for any damages or disadvantages of the Exhibitor, arising out of or in relation to the objection or cancellation, (Art. 8 above applies).

13 Combating brand and product piracy

13.1 The Exhibitor is obliged to respect third party intellectual property rights. Each Exhibitor shall remain fully and solely responsible for his exhibiting, offering or otherwise promoting products or services. Under no circumstances shall D&D be held liable for any Exhibitors' violation of any third party's intellectual property rights. In case an Exhibitor exhibits, offers or otherwise promotes products or services or conducts any other activity, which infringe(s) any third party intellectual property right, the Exhibitor undertakes in advance to remove the digital content (links etc.) concerned from the Exhibitions Contents.

13.2 If an Exhibitor has been prohibited from exhibiting, offering or otherwise promoting products or services by way of a German court decision and the Exhibitor refuses to comply with the court decision, D&D is entitled to delete the Exhibitor Content, to terminate the contractual relationship with immediate effect and to exclude the Exhibitor from the Fair and/or future events. In such cases, no refund of any payment (in part or in full) is made. D&D undertakes to reconsider admission to the Fair or future events in case the respective court decision was subsequently superseded by an appeal procedure

before a German court.

14 Data protection

14.1 D&D insures that all data correctly submitted by the Exhibitor will be saved and processed according to the applicable data protection regulations. In addition to the processing of the Participation Agreement, this also includes own data processing purposes if these are to be pursued for the purposes of the Fair. This also includes the obligation to conclude an order processing contract with D&D in accordance with § 28 DSGVO.

14.2 D&D is responsible for processing the personal data collected for various purposes in compliance with all applicable data protection regulations. Reference is made to D&D's central data protection information, which is published on the D&D website.
<https://www.performancedays.com/privacy.html>

15 Applicable law, jurisdiction

15.1 This contract shall be governed by the laws of Germany (excluding the Convention on Contracts for the International Sale of Goods).

15.2 Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be the District Court of Munich (city), Germany.

16 Miscellaneous

16.1 Both contracting parties acknowledge the T&C as being integral part of the contractual relationship. Integral parts of this contract further include in particular (i) the official Application, (ii) the Order Confirmation and (iii) the T&C.

16.2 D&D reserves the right to modify or supplement these T&C or to waive them in exceptional circumstances; such alterations require written form. All verbal agreements, individual and special arrangements are valid only upon D&D's written confirmation.

16.3 Notices and any other declarations of the parties delivered via facsimile or e-mail shall satisfy the written form requirement.

16.4 Should one or more provisions of the contractual relationship be determined to be illegal or impracticable, this shall not affect the effectiveness and validity of the other provisions. In such a case, the invalid or impracticable provision shall be replaced by a valid and practical provision that matches the intended economic purpose of this invalid or impracticable provision as closely as possible. The same shall apply mutatis mutandis in the event of any loophole in the T&C.

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