



General Terms and Conditions of Business

of Messezentrum Salzburg GmbH, Am Messezentrum 1, A-5020 Salzburg, Austria, in the version as at May 2018, to be used for leases concerning third-party **conventions**.

CONCLUSION OF THE CONTRACT

Art. 1

Materialisation and pertinent terms

1. In accordance with Clauses 2 a) and b), the letting of rooms and facilities requires a written lease, which will comprise of these General Terms and Conditions of Business, the House Rules, the Technical Guidelines and the respective applicable price list. These General Terms and Conditions of Business apply exclusively. Any deviating general terms and conditions of the Lessee will not be form the basis for the lease. Moreover, these General Terms and Conditions of Business apply to all future transactions between the contracting parties, without their validity having to be pointed out again each time.

2. a.) Upon the business connection being initially established, the written agreement between the Lessor and Lessee concerning all the details of the lease is required for the lease to materialise.

b) In the case of lessees who have already been customers of the Lessor or who have been referred to the General Terms and Conditions of Business of the Lessor, the agreement will come to be when the written binding confirmation of the rental period is issued.

3. No claim to subsequent conclusion of a lease can be derived from pre-booking an event room being required for certain dates. The Lessee and the Lessor agree, however, to mutually inform one another on any other scheduled use or of the date noted in advance not being required.

4. Within the scope of an option agreement, the Lessor may agree to bindingly reserve the premises mentioned until the period of time specified in the agreement.

Art. 2

Object of the agreement

The object of the agreement is the halls, rooms, exhibition areas and the facilities of the entire property, as well as any undeveloped areas in Messezentrum Salzburg GmbH's grounds. The latter are provided to the Lessee for the agreed purpose of the event.

Unless anything to the contrary has been contractually stipulated, the circulation space (foyer, halls, entrance areas), cloakrooms, parking spaces and toilets will likewise be let to the Lessee as part of the subject of the agreement for the agreed purpose of the event, subject to the provision in Clause 14. The Lessee is to tolerate co-use by other lessees.

Art. 3

Legal relationships

1. The Lessee designated in the lease is deemed the organiser of the event to be conducted on the leased premises or in the leased area.

2. No corporate relationship between the parties is established by the lease.

3. The Lessee (organiser) is to be mentioned on any printed materials, placards, entrance tickets, invitations, etc., in order to make it clear that a legal relationship exists between the visitor to the event and the Lessee, not, for example, between the visitor or other third parties and the Lessor.

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Art. 4 Duration of the lease

The rented property is only rented for the period of time agreed in the lease. Exceeding the rental period is subject to a fee, and requires the Lessor's consent.

Art. 5 Rent and ancillary expenses

1. Unless the parties have agreed anything to the contrary, the rent for the contractually agreed premises or grounds is to be received on one of the bank accounts specified by the Lessor no later than 30 days prior to commencement of the event, along with any deposit towards the ancillary expenses agreed in the lease. The remuneration for the additional services claimed (ancillary expenses), as well as any other payments to be made to the Lessor, is due for payment within 10 days of invoicing.
2. The Lessor is entitled, either at the time of the lease being concluded or subsequently, to require an appropriate security payment to be made on account of any claims of the Lessor arising from and in connection with the Lease. The security payment may, *inter alia*, be made by means of a cash deposit or a directly enforceable bank guarantee. The Lessor is not obligated to invest the security deposit provided in cash so that it bears interest.
3. Payments are to be made without any deduction.
4. In the case of any payment arrears, default interest of 5% above the respective secondary market yield shall be due.
5. The Lessee is not entitled to offset any claims arising from a different legal transaction against the rent and ancillary expenses (prohibition on offsetting).

Art. 6 Rescission by the Lessee

1. If the Lessee, for reasons that are not the fault of the Lessor, not conduct the event on the contractually agreed event date, or if it rescinds the lease or terminates it without having an individually agreed or coercive statutory right in this respect, it is obliged to pay compensation for such withdrawal.

In the event that the cancellation is made known, the latter will amount to the following:

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|---|------|
| Up to 6 months prior to commencement of the event | 60% |
| Up to 3 months prior to commencement of the event | 80 % |
| Thereafter | 100% |

of the agreed use fee, including the fee for additional services, unless the Lessor proves, in the individual case, that greater losses have been caused through the withdrawal.

The Lessee is free to demonstrate that no losses have been incurred to the Lessor, or not in this amount. If the Lessor is able to let the premises to another party, the revenue from the latter will be offset *pro rata* against the compensation for withdrawal.

2. By way of derogation from Clause 1, in the event of the contractually agreed event not being able to take place due to Acts of God that could not be foreseen, all contracting parties are to pay the costs incurred by them up to that point themselves.

3. Any costs which the Lessor has laid out for the Lessee, that are to be reimbursed under the agreement, are, however, to be reimbursed to the Lessor.

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Art. 7 Rescission by the Lessor

1. Notwithstanding any further statutory rights, the Lessor is entitled to rescind the contract if
 - a.) in spite of the Lessee having been sent a warning letter and set a deadline to remedy the situation, it has either not made the payments to be paid by it (rent, ancillary expenses, security payment) in good time or has not complied with other obligations that it has contractually assumed;
 - b.) the Lessee changes the purpose of the event without the Lessor's consent;
 - c.) due to the circumstances that the Lessor has become aware of after concluding the contract, disturbances to public security and order or bodily injury or damage to property are threatened if the event is carried out; or
 - d.) the official approvals or permits required for this event are not granted. The contracting parties may, in the individual case, agree that the despatch of a warning letter and setting of a grace period required as per Clause 1 a) is not necessary.
2. The withdrawal is to be declared to the Lessee in writing without delay.
3. If the Lessor exercises its right of rescission, Clause 6(1) will apply mutatis mutandis.
4. If Reed Messe Salzburg GesmbH's trade fair dates are postponed for urgent reasons, the Lessor is entitled to postpone the event and agree a new date for the event in consultation with the Lessee, without the Lessee asserting any claims for compensation.

IMPLEMENTING REGULATIONS

Art. 8 Condition of the rented property

1. The Lessee is to assert any obvious defects in the rented property recognisable to it upon the property being handed over in writing without delay.
2. Any alterations to the leased property and fixtures, as well as the affixing of decorations, signs and placards, require the Lessor's prior written consent - if applicable, in exchange for a fee.
3. The Lessee is obliged to remove any items introduced by it by the end of the period of lease and restore the leased premises to their original condition.

Art. 9 Use requirements

1. The premises may only be used within the scope of the contractually agreed purpose and to the contractually agreed extent. Any changes in use intended, such as a change in the programme or the nature of the event are to be notified to the Lessor in advance without delay and may only be made with the latter's written consent. Clause 7(1) (a) and (b) of this agreement shall apply. The Lessor is, in all cases, entitled to require the payment of liquidated damages in the amount of 10% of the rent. The right to assert greater damage is reserved.
2. The Lessee is only permitted to hand over the leased property to third parties - in whole or in part - with the Lessor's express written consent, as well as in line with Clause 14 (Management).
3. The Lessee is required, upon concluding the contract, to name to the Lessor a responsible person, who in particular needs to be present and reachable for the Lessor during the period in which the leased property is being used.

Art. 10 Information and consultation concerning the course of the event

In the interests of optimum preparation for and implementation of the event, the Lessee is required to provide the Lessor with information on the course of the event and the technical requirements in the form of a technical organisational schedule prior to or at the time of concluding the lease, however no

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later than six weeks prior to commencement of the event. If the Lessee does not comply with this obligation, the Lessor cannot guarantee that the Lessee will be provided with the necessary technical equipment and staff for the event. Art. 7 is not affected thereby.

Art. 11 **Advertising**

1. It is solely the responsibility of the Lessee to conduct advertising for the event. On the premises and on the grounds of the Lessor, advertising requires the special approval of the Lessor.
2. The advertising material that is expected to be used (placards, flyers, etc.) is to be exhibited to the Lessor prior to publication. The latter is entitled to refuse publication if it may damage the Lessor's public damage or if it contravenes its significant interests in any other way.
3. The Lessor is not obliged to remove the existing advertising material already on the grounds at the time of the exhibition (*cf.* Clause 2), even if it is in competition with items of advertising of the Lessee's.
4. Any texts and corporate labels or details concerning the Lessor will be provided by the latter itself.

Art. 12 **Entrance tickets**

It is only possible to enter the grounds after showing an entrance ticket issued by the Lessor or the organiser (Lessee) for the respective event in consultation with the Lessor. Exhibitors and their assistants, as well as any other persons encountered, who do not have a valid entrance ticket or have an invalid one, must leave the exhibition grounds. The Lessee is entitled to pursue legal action. Entrance tickets - in so far as they are issued - must be published so as to match the ticket class and number required by the official regulations. The self-assessment tax return for the entertainment tax is to be exhibited to the Lessor prior to the event in accordance with the Entertainment Tax Act. The Lessee is also to ensure that any application for the AKM necessary (a state-approved association of authors, composers and music publishers registered as a Ges.m.b.H.) is filed, and that the required fees are paid. The Lessee is liable for any consequences arising from the officially limited number of visitors being exceeded in any way.

Art. 13 **Official permits and statutory notification requirements**

1. The Lessee bears sole responsibility for fulfilling any statutory notification requirements and obtaining any approvals required. In particular, it is obliged to notify the Building Inspection Department and Fire Prevention Authority of the event in proper form in advance.
2. The Lessor may require proof of the applications filed and permits obtained in good time prior to the event.
3. In regard to any income from the event (tickets, sale of programmes, etc.), the VAT is to be paid to the Austrian Tax Office by the Lessee.
4. The requirement to comply with the statutory provisions of the Youth Protection Act, the Trade Regulations and the Regulations on Places of Assembly is expressly pointed out.

Art. 14 **Management and merchandising**

1. The entire management, including the dispensing of food and drink at events of any kind on the Lessor's grounds or on the Lessor's premises free of charge, is exclusively the responsibility of the Lessor or the responsibility of the contractors deployed by it. In particular, the latter applies to any gastronomic requirement - drinks, food, tobacco, ice cream, confectionery, etc. If the Lessee uses the services of a different caterer, the latter requires the Lessor's consent and a redemption fee in an amount to be agreed shall be charged.

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2. Any other commercial activities on the Lessor's grounds or on the Lessor's premises extending beyond directly conducting the event (in particular the sale of sound carriers and other event-related goods) require a special agreement to be concluded with the Lessee.

Art. 15 **Parking spaces**

1. It is up to the Lessor to manage the parking spaces. Visitors using these facilities are required to pay the respective parking fees.

Art. 16 **Cleaning, safeguarding emergency exits, cloakroom, toilets, losses**

1. The hall area used, as well as any adjoining rooms and parking spaces, may be cleaned independently once the event has ended. Otherwise the Lessor is to commission their being cleaned, and is to invoice the organiser for the costs incurred. Any waste and cardboard boxes are to be removed by the organiser at its own expense (by having containers set up for the purpose, etc.).

2. The Lessee is obliged to instruct security services to be provided by the Lessor's service partner, which extend beyond the visitor service (cash desk, information centres, entrance).

3. The operation of the cloakrooms intended for the public will exclusively be carried out by the contracting party on behalf of the Lessor, in regard to which the Lessee declares that it is in agreement with the existing fees.

4. The Lessee is to ensure that the toilet facilities are serviced during the event.

4. The Lessee agrees to indemnify and hold harmless the Lessor in full in regard to any bodily injury and damage to property incurred in the course of using the leased property. The Lessee agrees to pay for any damage arising in the leased properties or to the existing facilities, or restore the premises to their previous state following termination of the tenancy. For this purpose, an inspection of the leased properties is to take place upon commencement of the tenancy and following its termination, at which the Lessee and Lessor are to be present. The Lessee acknowledges any damage established, which is to subsequently be reported by the Lessor within 7 days of the final inspection being undertaken.

Art. 17 **Image, film and sound recordings, radio and TV**

1. Commercial image, film, video and sound recordings of any kind by the Lessee or a third party appointed by it require the Lessor's prior written consent. Any remuneration for the latter will be agreed separately.

2. Representatives of the press, the radio and TV are to be permitted entry for the current reporting, in line with the applicable safety provisions.

3. The Lessor is to be informed by the Lessee on any scheduled reporting in good time prior to the event.

Art. 18 **House rules**

1. The Lessor is the only party entitled to exercise the property rights for all rooms and on the entire grounds, unless the Lessee is entitled to do so by virtue of law. The Lessee's justified business interests are to be taken into consideration when exercising the property rights.

The property rights that may be exercised vis-à-vis the Lessee and any third parties will be exercised by the service personnel instructed by the Lessor, whose orders are mandatorily to be complied with, and to whom a right of access to the leased premises is to be granted at any time.

2. Any alterations, installations and decorations that are undertaken by the Lessee are at its own expense. It will likewise bear the costs of restoring the property to its original condition. It is not permitted to knock nails into walls and floors. Any material provided by the Lessor must be returned in

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impeccable condition. Any damage to walls, floors and material loaned is to be compensated. In the case of the premises being made dirty to an above-average extent, e.g. also through sticking labels on the hall fixtures, the Lessor will charge the Lessee an additional amount for the premises having been made dirty, the amount of which will depend upon the cleaning efforts required or the effort needed to restore the premises to their original condition.

Art. 19

Technical equipment in the leased property

1. Technical equipment may only be operated by the Lessor's staff or agents. The latter also applies in regard to connecting anything to the light or power networks.
2. All fire alarms, hydrants, smoke flaps, power distribution points and switchboards, telephone switchboards and heating and ventilation equipment absolutely need to remain freely accessible. This applies, in particular, to emergency exits. Agents of the Lessor, as well as of the supervisory authority, must be granted access to the technical facilities mentioned at any time.

Art. 20

Escape routes

Emergency exits and the escape routes provided for in accordance with the officially approved plan concerning the installations (trade fair booths, chairs, stage, etc.) in the halls must remain unblocked and freely accessible at any time.

Art. 21

Safety provisions, locking system

1. Any use of naked lights or fire without the Lessor's consent is not permitted. No spirit, oil, gas or similar substances intended for cooking, heating or operational purposes may be used. In the case of any cooking and heating procedures, the fire protection regulations are to be strictly adhered to.
2. Only flame-resistant items are to be used as decoration for the event. Decorations that are used repeatedly are to be re-tested in regard to their flame resistance, and, if necessary, impregnated again. Superstructures must comply with the official structural and fire protection regulations. The Lessor may insist on the Lessee presenting the Lessor with corresponding certificates in regard to the flame-resistant nature of items. Flammable packaging materials and waste are to be removed by the Lessee without delay.
3. Any regulations in regard to site supervision and fire extinguishing of the ÖVE (Austrian Electrotechnical Association), as well as the regulatory authorities, need to be complied with by the Lessee.
4. The Lessee is to arrange for any intervention by the police, fire brigade and medical services in consultation with the Lessor. Any costs are to be borne by the Lessee.
5. The leased premises are equipped with a locking system. It is pointed out that our contractors possess keys to the premises (approx. 40 individuals, including technicians, booth constructors, plumbers, electricians). If a greater degree of security is necessary, an individual locking system will be installed at the Lessee's wish. The Lessee is exclusively liable for any losses due to theft on the leased premises.

Art. 22

Soundproofing

1. The Lessee is to adhere to the permissible immission control guideline values of the *Nachbarschaft* (sub-unit of a residential district) and the respective existing municipal police regulations concerning protection against noise pollution as per the Appendix.

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2. Any claims for compensation for damage arising from violations of Clause 1 will exclusively affect the Lessee.

LIABILITY

Art. 23 Event risk

1. The Lessee bears the complete risk of the event, including the risk associated with preparing for it and with removing any material specifically introduced for the event once it has ended.
2. The Lessee bears the entire responsibility for the course of the event, in particular for maintaining peace and order and not exceeding the maximum admissible number of persons for the leased premises.
3. The Lessee is to take the necessary steps at its own expense. The right is reserved to apply any other contractual regulations concerning entrance checks to the event.

Art. 24 Liability on the part of the Lessor

1. The Lessor is not liable for financial losses, impairment of health or any other damage whatsoever incurred to the Lessee itself, its employees or third parties for any reason whatsoever in connection with the preparation, implementation of the event or removing any material specifically introduced for the event once it has ended.
2. In the event of any fixtures collapsing, any disruptions to operations or any other occurrences which impair the event, the Lessor is only liable in the case of intent or gross negligence. The Lessor is liable for any disruptions caused by industrial action.
3. The Lessor is not liable for any indirect losses or for loss in revenues, also not for lost profits. This exclusion of liability shall not apply to any losses caused intentionally or grossly negligently by the Lessor or its employees authorised to represent it. It is incumbent upon the injured party to prove such prerequisites were present.
4. The Lessor does not assume any liability whatsoever in the case of loss or damage to the movable goods introduced onto the premises by the Lessor or left behind by the Lessor. The Lessor is not obliged to conclude any insurance policies. The Lessor does not assume any liability whatsoever for the vehicles parked in the exhibition grounds by lessees or their employees, agents or contractors. The Lessee is liable for any damage caused to individuals or items by its employees, agents or contractors. The Lessor is to be indemnified and held harmless.

Art. 25 Liability on the part of the Lessee

1. The Lessee is liable vis-à-vis the Lessor in accordance with the statutory provisions, unless anything to the contrary has been established.
2. The Lessee is to indemnify and hold harmless the Lessor against any claims for compensation for damage that may be asserted by third parties in connection with the event and which are not the Lessor's fault.
3. The Lessee is obliged to conclude third party liability insurance for event organisers. If the Lessee fails to conclude the insurance, it is liable for any losses which the insurance would have compensated. The liability also exists for any losses not caused by the Lessee itself and/or which is not its fault. The Lessee is liable for any items introduced onto the grounds by the Lessee, as well as its employees and contractual partners. The minimum amount of the sums insured in regard to bodily injury and damage to property is as stipulated in the lease. If the proof of insurance is not provided by this date, the Lessor reserves the right to conclude compulsory insurance in the name of the Lessee and at the latter's expense.

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DATA PROTECTION

Art. 26 Data Protection

1. The company Messezentrum Salzburg GmbH obtains, stores and uses the personal data provided to it in the context of the contractual relationship, for the purpose of fulfilling the contract concluded; where applicable, it passes this information on to contractually authorised third parties, provided that such third parties are involved in provision of the services forming the subject matter of contract implementation.
2. Provided that it has a justified interest in doing so, Messezentrum Salzburg GmbH can use the contact data provided, even after conclusion of the contract, for direct marketing purposes, if the services offered by Messezentrum Salzburg GmbH correspond to the contractual partner's portfolio, and can also do so to inform the latter about events of the same nature.
3. If you no longer wish to receive written information from Messezentrum Salzburg GmbH, you can at any time withdraw your consent to use of personal data provided – for this purpose, please send your written notification to: datenschutz@messezentrum-salzburg.at
Our general Data Protection Declaration applies. At any time, you can read this and more extensive data-protection-related information, on our website: <https://www.messezentrum-salzburg.at/de/datenschutz/>

CONCLUSION

Art. 27 Final provisions

1. Any amendments or additions to the agreement must be laid down in writing.
2. If the Lessee is comprised of several natural persons or legal entities, they mutually authorise one another to submit any declarations having an effect against all of them, in the name of all of them, and accept declarations having effect for all of them. The latter does not apply to notices of termination. Circumstances in the person of any lessee which give rise to rights for the Lessor guarantee the same rights vis-à-vis all lessees.
3. The place of fulfilment is Salzburg, Austria. In regard to any disputes arising from or in connection with this agreement, also concerning its actual validity, the jurisdiction of the Salzburg Court having competence for the subject matter is deemed to have been stipulated. The Lessor is also entitled to sue the Lessee at its general place of jurisdiction. No other places of jurisdiction exist.
4. If individual provisions of these General Terms and Conditions of Business are or become invalid, the validity of the remainder of the agreement will not be affected thereby. In such a case, a provision that comes as close as possible to the content of the original provision is deemed to replace the provision not incorporated or that is invalid.

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