

# GENERAL TERMS AND CONDITIONS FOR SPONSORSHIPS/MARKETING OPPORTUNITIES

## Organizers and contracting parties

The organizers of The smarter E Europe, to which the sponsorship relates, are:

**Solar Promotion GmbH**  
Kiehnlestrasse 16  
75172 Pforzheim, Germany  
Tel.: +49 7231 58598-0  
Fax: +49 7231 58598-28  
info@TheSmarterE.de  
→ www.TheSmarterE.de

Registered at the Local Court of Mannheim under HRB 50 5055  
Management: Markus Elsässer, Dr. Florian Wessendorf and Bernd Porzelski

and

**Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG (FWTM)**  
Neuer Messplatz 3  
79108 Freiburg i. Br., Germany  
Tel.: +49 761 3881-3700  
Fax: +49 761 3881-3770  
TheSmarterE@fwtm.de

Registered at the Registration Court of Freiburg under Commercial Registry  
HRB 4323, Management: Katharina Schirmbeck and Jens Mohrmann

The contracting party in relation to the sponsorship is Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG (FWTM), Freiburg im Breisgau, Germany. FWTM collaborates closely with Solar Promotion GmbH, Pforzheim, Germany in in this matter.

## 1. Sponsorship

**1.1.** FWTM will provide, in accordance with the provisions of this agreement, the sponsorship or marketing opportunities for the sponsorship or marketing package arrangement (hereinafter: "sponsorship") booked by the sponsor. The availability of sponsorship and marketing opportunities may be subject to the achievement of a minimum quantity, which is noted with the respective service description.

**1.2.** More information on the sponsorship and marketing package arrangements is available on the websites of The smarter E Europe under → For Exhibitors → Exhibition Marketing → Sponsorship & Marketing. FWTM reserves the right to make changes to the sponsorship or marketing opportunities, provided that the services have an equivalent value and changes are reasonable for the sponsor.

**1.3.** The sponsor will strictly adhere to all applicable laws, provisions and industry standards in relation to the sponsorship.

**1.4.** If the sponsor has fallen behind with its payments and fails to meet its payment obligations, FWTM may choose to withdraw from the contract. They may also be excluded when acceptance has already been granted. FWTM may withdraw from the contract or terminate the contractual relationship without notice if the application is accepted on the basis of incorrect or incomplete information provided by the sponsor or if the sponsor does not meet the admission requirements at a subsequent point in time.

## 2. Sponsorship fee and Terms of payment

The sponsor will be invoiced in euros for the fee for the sponsorship or marketing option booked. This fee must be transferred to the bank account indicated on the invoice within 14 days following receipt of the invoice. Sponsor status for the sponsorship event in question will not exist until FWTM has received full payment of the fee. For offers with a minimum number of participants, if this number is not reached, the amount will be credited and any payments refunded.

After the invoice has been issued, changes shall incur a processing fee of € 250 per amendment and per invoice.

## 3. Force majeure, cancellation of the event

If FWTM is required to temporarily clear one or more of the exhibition areas for a short or longer period of time or to postpone or curtail the events belonging to The smarter E Europe as a result of force majeure or due to other reasons beyond its control (e.g. a power outage), the sponsor shall not have any rights of withdrawal or termination nor the right to assert any other claims, in particular claims for compensation, against FWTM as a result. If FWTM cancels the events because it cannot organize the events as a result of force majeure or any other circumstances beyond FWTM's control, or because it has become unreasonable to expect FWTM to organize the events, FWTM cannot be held liable for damage and losses suffered by the sponsor as a result of the cancellation of the events.

Should the organizers cancel the The smarter E Europe event to which the sponsorship relates, and/or associated activities, FWTM shall refund the sponsor 80% (eighty percent) of the sponsorship fee paid. The sponsor is not entitled to any further claims in relation to the cancelled event.

## 4. Advertising activities and events run by the sponsor

Games of chance, tombolas and prize draws as well as raffles requiring the purchase of a ticket are only permitted if they are carried out in line with current legislation. The sponsor is prohibited from conducting promotional campaigns in the gangways and public areas. In the event of the culpable violation of this provision, the sponsor shall be obliged to indemnify the organizers against claims made by third parties and – if these activities are continued despite warning notice being issued by the organizers – to pay a contractual penalty to the organizers. The contractual penalty shall amount to between €100 and €2,000 per day of the exhibition on which the activity was carried out; it shall be imposed in this context at the reasonable discretion of the organizers and its fairness may be verified by the competent court. Any further claims made by FWTM shall remain unaffected by this.

Events held outside of the exhibition grounds are prohibited during the exhibition hours if they keep visitors away from attending The smarter E Europe events. Such events include receptions, parties, plant tours and other company/site visits. In cases of doubt, the sponsor must agree to any events with FWTM in advance. If FWTM decides that an event as defined above is being organized, the sponsor must refrain from running such an event. If the sponsor violates the above obligations, FWTM shall be entitled to do the following at its own discretion: To immediately ban the sponsor from re-entering the premises and/or FWTM shall prohibit the sponsor from participation at the next The smarter E Europe. The exercising of these rights shall not release the sponsor from the payment obligations arising from the booth rental agreement.

## 5. Advertising activities run by the organizers

By booking, the sponsor agrees to the use of representations of digital information and offers of the sponsor created by the organizer or on its behalf, including the brands and other corporate identifiers listed therein, by the events of The smarter E Europe their advertising and communication media. The organizers of The smarter E Europe – FWTM and Solar Promotion GmbH – may, individually, use the name and company logo of the sponsor in any given format (brochures, Exhibition Guide, advertisements, posters, website, etc.) for the purposes of advertising campaigns aimed at visitors and exhibitors for The smarter E Europe events. The sponsor shall provide an electronic file containing its logotype and logo for this purpose.

## 6. Rights of third parties

### 6.1. Online publications produced by the sponsor

FWTM may give the sponsor permission to make information available to visitors on the web pages of The smarter E Europe events. In particular, this may include information about the company profile, job offers, products and employee profiles (hereinafter referred to collectively as “digital corporate presence”). The sponsor shall bear sole responsibility for this information in accordance with general legislation. Before publishing this information, the sponsor shall above all ensure that it has all the rights needed to do so (right to make the information available to the public) and that the published information complies with the principles of competition law and does not violate the rights of third parties. The right of access granted is non-transferable and must be protected against loss, unauthorized access and unauthorized disclosure in accordance with the state of the art. The sponsor shall inform FWTM immediately if it becomes aware that the information has been lost or accessed by or disclosed to any unauthorized parties. FWTM is generally not obliged to check the sponsor information before making it available to visitors. If the rights of third parties are violated as a result of or in connection with the sponsor information and if (a) FWTM is informed of this legal violation by third parties or (b) third parties make claims against FWTM as a result of such a violation, FWTM shall inform the sponsor of this immediately after receiving notification of the legal violation or of the claim from the third party. The sponsor shall adapt the information immediately so that it no longer violates the rights of third parties or shall provide the information in another form which does not violate the law. Until such amendments are made, FWTM may temporarily take down the exhibitor information concerned.

### 6.2. Conduct towards other sponsors and exhibitors

FWTM expects the sponsor to respect the industrial property rights of the other sponsors and exhibitors. If it is proven to FWTM by a court ruling that the sponsor has violated the industrial property rights of another sponsor or exhibitor by means of its published information (Fig. 6.1), exhibits, printed publications, advertising or in any other way, FWTM may – but is not obliged to – temporarily or permanently remove and, if applicable, take into safekeeping until the end of the exhibition the exhibition goods, exhibitor information, printed publications and promotional material violating the industrial property rights. FWTM shall also be entitled to exclude the infringing party from future exhibitions. If such measures are proven to be unjustified, no claims for compensation may be asserted against FWTM, unless FWTM is found to have acted with gross negligence or intent.

### 6.3. Indemnification, claims for compensation

If the cases outlined in Fig. 6.1 and 6.2 above arise, the sponsor shall also – at the first request to do so – defend and indemnify FWTM and release and hold it harmless from any resulting damage and claims for compensation asserted against FWTM due to the violation of the rights of third parties. The sponsor shall not be held liable for damages if it can provide evidence that it was not in any way responsible for the violation of the third-party rights.

## 7. Liability, insurance

FWTM shall assume liability in the event of it culpably breaching any of its essential contractual obligations in accordance with the statutory regulations. However, provided it has not acted with gross negligence or intent, it shall only be liable for typically occurring, foreseeable damage. In all other cases, FWTM shall be liable if damage has been caused by one of its legal representatives or senior vicarious agents intentionally or through gross negligence. In the event of damages resulting from bodily injury or harm to a person's health, liability shall be determined in accordance with statutory regulations. Claims for compensation arising from breaches of duty shall be excluded in all other cases.

## 8. Limitation and cut-off periods

Any claims asserted by the sponsor against FWTM arising from all associated legal relationships must be brought within a limitation period of six months. The limitation period shall commence on the last day of the month in which the final day of the exhibition falls. Claims made as a result of death, personal injury or impaired health as well as those arising from the gross negligence of FWTM shall be excluded from this; the limitation period for such claims shall be in line with statutory provisions. Complaints concerning invoices must be raised in writing within a cut-off period of one month from their receipt.

## 9. Data protection

Personal data shall only ever be processed in accordance with the applicable statutory provisions, in particular when it is being used to execute the contractual relationship. It shall only ever be disclosed to third parties if the person concerned has given their express consent for this to occur or if doing so is required by law.

## 10. Final provisions

**10.1.** FWTM is entitled to transfer all rights and obligations conferred by this sponsorship agreement to third parties.

**10.2.** Amendments and additions to this agreement must be made in writing. This shall also apply to any waiver of the written form requirement.

**10.3.** In the event that one or more provisions contained in this agreement should be or become invalid or unenforceable, the agreement shall remain otherwise unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that, to the closest extent possible, reflects the economic purpose of the invalid or unenforceable provision. The same shall apply in the event of a gap in the agreement.

**10.4.** This agreement shall be governed by German law.

**10.5.** The courts of Freiburg, Germany, shall have jurisdiction for all controversies, disputes and claims arising from or in connection with this agreement. FWTM may furthermore bring an action against the sponsor in the court with jurisdiction in the sponsor's place of business. FWTM is alternatively entitled to seek a ruling from one or more arbitrators in accordance with the Arbitration Rules of the International Chamber of Commerce on all disputes and claims arising from or in connection with this agreement in accordance with these Arbitration Rules. The seat of the arbitration court shall be Freiburg, Germany. The arbitration proceedings shall be held in English.