

ORDER FORM Erzbergrodeo XX6: June 11th – June 14th 2020

Binding Order

Company:

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Address:

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City & ZIP-Code:

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Telephone:

Fax:

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Webseite:

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Contact Person:

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E-Mail:

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VAT ID:

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Items to exhibit and external companies visible (Sponsors, Banners, tent or vehicle overprint):

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We hereby order a stand on Erzbergrodeo:

- | | | |
|-------|------------------------------|---------------------|
| Size: | <input type="checkbox"/> 3x3 | EUR 1.900 excl. VAT |
| | <input type="checkbox"/> 6x5 | EUR 3.200 excl. VAT |
| | <input type="checkbox"/> 8x5 | EUR 4.400 excl. VAT |

We hereby state that we have read and accepted the following terms 1 -27 for exhibitors. The place of jurisdiction and the place of performance for both parties is Vienna.

Date, Place

Name

Signature, Company Stamp

Erzberg Rodeo – Terms for exhibitors

1. Registration (offer)

For the exhibitor, registration is a legally binding and irrevocable offer. Reservations subject to qualification are groundless. Deletions, additions and changes to the registration form and to the terms and conditions of the event are ineffective. By submitting the application, the exhibitor recognises the terms and conditions of the event in full. The terms and conditions of the event also apply analogously for additional services or supplementary orders, such as the erection and dismantling of the event stand, the hire of items of equipment for the event, the provision of electricity and other facilities.

2. Stand hire

With the receipt [by post, fax, email, etc.] of the registration by the event organizer, the exhibitor is obliged to take part in the event. The respective hire prices shown on the registration form apply for the duration of the event. All hire prices exclude VAT and other taxes [tax on legal transactions, advertising taxes, etc.].

3. Admittance and allocation of places

The event organiser is not obliged to accept the offer. Solely the event organiser shall decide on the admittance of exhibitors [acceptance of the offer] including the allocation of places. He reserves the right to decline applications [offers] for admission to the exhibition at any time without providing reasons. The allocation of places shall take place by the event organizer alone in the interest of the event. Admittance and thus acceptance of the offer shall take place by sending the stand confirmation. Providing details of the exhibition goods and displayed external companies [sponsors, banners, tent overprints,...] in the registration form is a prerequisite. Products or sponsors other than those stated in the application form and confirmed by us may not be exhibited, displayed or sold. Premature closure of the event stand or premature dismantling of the event stand are excluded. The infringement of these obligations shall involve compensation. The acceptance of the offer [the admittance of the exhibitor to the event] shall not lead to any legal claim to admittance to a further event [acceptance of a different offer for an event]. In the interest of the event the event organizer is entitled to deviate from the confirmation of admittance and the allocated place [acceptance of offer] and allocate a place in a different position, change the size of the place, relocate or close entries and exits for the other areas or undertake other structural alterations. If the stand hire charge is thus reduced, then the difference will be credited or reimbursed to the exhibitor as the event organiser chooses. Further claims, in particular claims for damages from the event organiser, are ruled out. If for any reason the event organiser is unable to dispose over an already allocated stand, then the exhibitor shall only be entitled to reimbursement of the stand hire charge which has actually been paid.

4. Withdrawal of registration

In the event of cancellation [withdrawal] of the registration, the exhibitor shall pay the following cancellation fees to the event organiser: up to 16 weeks before the start of the event 50 % of the agreed stand hire charge, from 16 weeks before the start of the event 100% of the agreed stand hire charge plus taxes, duties and other associated costs. The cancellation charge must be paid as a flat-rate compensation irrespective of fault, whereby the exhibitor renounces any reduction in the claim for compensation and in particular the right of mitigation for whatever reason, including by reason of the adjustment of profit. The exhibitor notes that the cancellation fees are also payable if the event organiser should succeed in letting or selling the event stand to a third party. The enforcement of compensation which extends beyond the cancellation fees remains unaffected by this.

5. Invoicing and payment terms

With the acceptance of the offer the exhibitor will receive an invoice. A down-payment of 50% of the total amount must be made within 2 weeks of the receipt of admittance. The remaining amount must be paid by 6 weeks before the start of the event at the latest. Invoices issued after this deadline are due for payment immediately. The payment of the invoice by the due date is a requirement for the handover of the allocated stand. If the invoice amount has not reached the event organiser by the due date, the latter shall be free without further notice to freely dispose over the allocated stand. In this event Point 4. of these terms and conditions of the event shall apply analogously. Objections to the invoice must be made within 8 days of receipt. After this time the invoice shall be taken as approved. Objections received after this date shall be ineffective. In the event of delay in payment, interest of 12 % p.a. is agreed from the due date together with € 7.27 plus VAT per reminder letter.

The exhibitor is not entitled to hold back the payment of due invoices, decline payment or offset on account of counterclaims of any kind whatsoever.

5a. Taxes, fees and duties

All taxes, fees and duties, especially VAT and advertising taxes, shall be at the expense of the exhibitor. All the stated prices are net prices excluding taxes, fees and duties

5b. Registration fee, costs

The registration fee includes an allocation of exhibitor passes depending on the size of the stand. The exhibitor is obliged to pay the registration fee. In the event of a delay in payment the exhibitor is obliged to reimburse the event organiser for reminder and collection costs incurred, whereby the highest rates in accordance with Federal Law Gazette no. 141/1996 or the regulation replacing it shall apply. It is not of significance whether the reminder process is undertaken by the event organizer or a third party. Any costs of action or execution which will be or have been determined by the courts remain unaffected by this.

6. Withdrawal of the allocation of places

The event organiser is entitled to withdraw the allocation of places [admittance to the event, acceptance of the offer] which has already taken place if: 1. the exhibitor does not meet his payment obligations within the due deadlines, or 2. in the meantime insolvency proceedings or out-of-court composition proceedings or liquidation take place or are due against the exhibitor, or 3. open claims exist from previous events.

In these cases Point 4. shall apply analogously. It shall be sufficient for one of the points as above to exist.

7. Force majeure, important reasons

If the event can not be held for reasons of force majeure, strike, political events or other important reasons, claims for compensation of whatever kind by the exhibitor against the event organiser are always excluded. The event organiser must immediately inform the exhibitor if the event is not going to be held.

8. Promoter regulation

Any exhibitor who hires an area of more than 100m² may commission a promoter (for more than 200m², 2 promoters, etc.), who is also entitled to run advertising for the exhibitor outside the area of the stand. Otherwise as mentioned in Point 15 no advertising is permitted outside the hired areas of the stands.

9. Erection, dismantling and design of stands

All the allocated places are without tents, tent bases and without furnishings and equipment. The erection and dismantling periods for the exhibitors according to the information guidelines for exhibitors which will be sent out 1-2 weeks before the start of the event must be precisely complied with. If the hired area is not occupied by the time stated in the information guidelines or if no notification takes place, then the event organiser reserves the right from this time to dispose otherwise over the area without further notice, although the full stand hire charge including the compulsory insertion must still be paid. The erection works must be completed according to the times in the information guidelines. Erection / dismantling times must in no case be exceeded and no erection / dismantling must take place during the times of the event. Access and departure with vehicles is only permitted during the published times. In the event of an overshoot of the erection / dismantling time, compensation of any kind whatsoever is excluded. If the dismantling time is exceeded the event organiser shall be entitled to have the stand structure removed and stored at the expense and risk of the exhibitor. Following dismantling the original condition must be restored.

The exhibitor must reimburse the event organiser for any damage caused by inappropriate handling. No storage facilities are provided for exhibitors. If exhibitors need storage facilities, they must plan these in to the respective stand construction.

Due to possible exclusive exhibition arrangements the exhibitor has to provide a list of items to be exhibited in order get clearance for the exhibition items.

10. Technical equipment of stands

Electricity and other technical connections are possible in return for the payment of the connection and usage charges. All electrical equipment, facilities and installations must correspond to the regulations of the Austrian Electrotechnical Association (ÖVE) and the usual provisions and requirements locally and under the legislation on events. Connection and testing shall be undertaken only by licensed event electricians. It is not allowed to use power generators in the exhibition area.

11. Exhibiting machinery

Any machinery exhibited must have an EC test symbol and must comply with the Machinery Directive (306.) Machines, security components or parts thereof which do not comply with the machinery directive, must clearly refer to this fact by means of a visible sign.

12. Liability and compensation

The event organiser accepts no liability for the loss or damage of exhibition goods and items of stand equipment brought or left by the exhibitor even if placed or managed by the organizer. The event organiser is not obliged to take out any insurance. The event organiser accepts no liability for the vehicles parked on the event territory by exhibitors, their staff or representatives. The exhibitors on their side are liable for any damages caused to

persons or property by themselves, their staff, their representatives or by their exhibition items and equipment. The event organiser must be indemnified and held harmless. During the erection or dismantling period every exhibitor has an increased duty of care for the safety of his goods. Valuable and easily moved exhibition items must be removed from the event stand outside the event opening hours (in particular at night) and kept by the exhibitor himself at his own risk.

The event organiser shall not take receipt of shipments intended for the exhibitor and shall not be liable for any losses or for incorrect or delayed delivery. The event organiser shall not be liable for financial losses, damages to health or any other damages of whatever kind which are incurred in connection with the preparation, implementation or handling of an exhibition by the exhibitor himself, his servants or third parties for any reason whatsoever. The event organiser shall not be liable for any loss of profits. This exclusion of liability shall not apply to damages which are caused with intent or due to gross negligence by the event organiser himself or by his servants with authority to represent him. It shall be the responsibility of the injured party to prove that these requirements apply. Any claims by the exhibitor must be notified to the event organiser immediately in writing, otherwise they shall count as forfeited. No liability is accepted for incorrect insertions or entries in the official catalogue of the event and/or other printed matter relating to the event [printing errors, errors of form, incorrect classification, non-insertion, etc.].

13. Event insurance

The stand hire charge does not include any insurance for the items brought onto the event stand, the event stand itself and all other items of event equipment. If insurance is taken out with the event organiser or an insurance company, the terms and conditions agreed separately in writing on the occasion of taking the insurance out will apply.

14. Event organiser's advertising material

If so requested, the event organiser will provide exhibitors with advertising material on the terms and conditions [prices] stated. In this way the exhibitor will be given the option of drawing the attention of his customers to his participation in the event and inviting them to visit it.

15. Exhibitor's advertising at the place of the event

Banners, company signs, advertising lettering and other advertising material may not be attached or distributed outside the exhibition stand. The attachment of advertising boards, posters or other advertising material or the distribution of advertising material outside the stand is only permitted under a separate agreement with the event organiser and for a separate charge. In the event of unfair competition against other exhibitors, the event organiser is entitled to close the stand immediately, and in this case a reduction in the stand hire charge and the other costs is ruled out.

16. Presentation of special events

All types of special events and presentations on the stands or in the event territory require the written authorisation of the event organiser. The event organiser is entitled, despite having previously given his authorisation, to limit or forbid presentations which cause noise, dirt, dust, exhaust gases etc., or which adversely affect the proper course of the event in any other disruptive fashion. Acoustic or audiovisual presentations on the event stand must be structured in such a way that any noise arising does not exceed a limit of 40 dBA, measured at the border of the stand. If any noise arising which is greater than the permitted noise level is not stopped immediately when requested by the event management, the event management reserves the right to take suitable measures and if necessary to close the stand. Registrations with the AKM [the Austrian Association of authors, composers and music publishers] must be undertaken by the respective exhibitors themselves and any levies due must be borne by the latter.

17. Filming and taking photographs

The event organiser is granted the right to take photographs and film in the event territory and to use these for his own or general publications. In this context the exhibitor renounces all exceptions to industrial property rights, in particular copyright and the law against unfair competition [UWG]. The exhibitor is not permitted to produce or have produced films, photographs, drawings or other illustrations of exhibition items and exhibited goods outside his own stand.

18. Cleaning

It is the responsibility of exhibitors to clean the stands and the exhibition areas. Cleaning establishments approved by the event organiser will take over the cleaning of the stand on the instructions and at the expense of the exhibitor. Packaging material and rubbish which the exhibitor leaves behind or sets aside will be removed at the expense of the exhibitor. The removal of special waste must be organised by the exhibitor himself.

19. Transport and parking

Entry to the Erzberg Arena with vehicles of any kind whatsoever is only permitted at the times notified in the information guidelines. For special transports written permission must be obtained from the event organiser in good time. Any contravention of this will comprise a case of interference with possession and the event organiser shall be free to have unlawfully parked vehicles towed away at the expense of the vehicle owner.

The event takes place in an active mining area. Vehicular access to the ore site is not permitted without written permission of the organizer. In case of violation of the driving ban, thereby causing disturbances of mining, the organizer reserves the right to hold harmless.

20. Stand surveillance

During the event (including erection and dismantling times) general surveillance will be undertaken by the event organiser (external surveillance of the exhibition areas and periodic passage of surveillance personnel through the event). The exhibitors have no legal claim to separate surveillance of their stand being undertaken. Stand surveillance must be applied for separately and will be subject to a separate charge. If the exhibitor should have his stand watched over during and outside the opening hours by a third party security company, then the exhibitor must inform the event organiser of this surveillance in writing.

21. Liens

The event organiser shall have a contractual and statutory lien over the items brought onto the event stand by the exhibitor and over the event stand together with items of equipment in respect of all outstanding claims against the exhibitor. The introduction of judicial proceedings is not required in order to exercise this lien. In the event that this lien is exercised, the items brought onto the exhibition stand and the exhibition stand itself together with items of equipment will be removed from the exhibition stand and stored at the expense and risk of the exhibitor without advance notice. The event organiser shall be entitled to sell these items at the prices [terms] which are usual on the market and offset the proceeds against the outstanding claims.

22. Cancellation - partial elimination of performance:

The organizer reserves the right to cancel or postpone any main or side events due to weather or safety concerns or unforeseen influences. Sponsor or exhibitor service, that therefor can not be provided by the organizer will not be refunded. Failure of infrastructure services such as electricity, water, ect. not entitle to reduction or refund of payment. The organizer will not accept any liability for any damage caused.

23. Breach of the terms and conditions of the event, breach of legislation

The terms and conditions of the event and the relevant statutory provisions must strictly be complied with. All fire protection provisions and provisions of the authorities responsible for the event must also be complied with, as well as the provisions of the VA Erzberg. Non-compliance with and/or breaches of the terms and conditions of the event, the contractual agreements and the breach of statutory provisions shall entitle the event organiser to close the allocated event stand immediately at the expense of the exhibitor and to undertake clearance without legal process. The instructions and directions of the event organiser and his agents must strictly be followed by the exhibitor, his staff and his agents.

24. Data protection

DECLARATION OF CONSENT in accordance with the DATA PROTECTION ACT: The exhibitor agrees to the use of the details already provided by him in the registration form ("EXHIBITOR DETAILS") in the shared information network system of Erzbergrodeo GmbH, MotoMediaBox and their partners for the respective purpose of marketing for events of these companies. The EXHIBITOR DETAILS may also be transmitted via retrievable media to the partner companies of the event organiser for purposes associated with the event. Revocation of this is possible at any time and will make the further use of the details inadmissible. DECLARATION OF CONSENT in accordance with the TELECOMMUNICATIONS ACT: The exhibitor agrees that in future and subject to revocation at any time he may be provided with information by email by Erzbergrodeo GmbH and its partners about events by these companies.

25. Written form, customary right

Changes, additions and codicils shall be in writing. This shall also apply to the waiver of the written form. Verbal side agreements are ineffective. The exhibitor may not derive rights of any kind whatsoever from previous events or agreements.

26. General provisions, place of jurisdiction and place of performance

Solely Austrian law shall apply. The place of jurisdiction and the place of performance for both parties is Vienna. The invalidity of individual terms and conditions of the event shall not affect the validity of the other provisions. The agreement will not be dissolved for this reason. Further elements of the terms and conditions of the event are the registration and order forms, as well as the "Guidelines for Exhibitors"

27. Keeping the venue clean and avoiding waste

The Erzberg mine is part of the highly picturesque Eisenerz Alps. The Erzbergrodeo is the biggest event in the region, so its organisers have a particular obligation to protect and conserve the Erzberg environment. This is why they take all measures necessary to keep the venue clean, prevent waste and promote the recycling of waste. The PARTNER shall commit to these goals by implementing the measures listed below:

- [1] Prevent waste through the use of sustainable products/packaging (e.g. products made of or containing recyclates, reusable products, return systems, recyclable products)
- [2] Help implement return schemes for (drink) packaging (e.g. deposit systems), use and promote the infrastructure provided by the event organiser for the separate collection and recovery of waste
- [3] Provide preliminary data to the event organiser on the products/materials to be used
- [4] Prevent littering of packaging, product waste, ad materials (e.g. flyers), non-recyclable waste etc. at the venue and in the surrounding public space
- [5] Help provide visitors with information about the importance of resource conservation, why it makes sense to use the waste management infrastructure and how to use it correctly (separate collection of recyclables, collection of non-recyclable waste etc.), and why and how they should help keep the venue clean
- [6] Ensure that the venue areas and access roads used by the PARTNER are properly cleaned (waste is removed) before, during and after the event, and sort the waste to the event organiser's specifications and deliver it to the waste yard (waste collection centre).