

Texcare Forum Casablanca - General Conditions of Participation (as of 02/2024)

1. Organiser and event site

(1) The organiser is the
Messe Frankfurt Exhibition GmbH
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60327 Frankfurt am Main
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hereinafter referred to as "MFE".

(2) The event will be held on the premises of the Hyatt Regency Casablanca, Place des Nations Unies, Casablanca 20000, Morocco, hereinafter referred to as the venue.

2. Registration; Company Details

(1) Admission to participate in the event as a manufacturer (hereinafter referred to as "Sponsor") requires a legally valid written registration, which requires the submission of the completed registration form applicable to the event. The registration must be signed and stamped by the Sponsor in a legally binding manner.

Registration is valid for the period of the event specified on the registration form. The sending of a registration form does not constitute a claim to admission.

(2) By registering, the Sponsor recognises the General Terms and Conditions of Participation of MFE and the house rules of the venue as legally binding.

(3) Receipt of the registration will be confirmed in text form. This confirmation of receipt is not a confirmation of participation within the meaning of Section 5 (1).

(4) The cancellation of a registration, even before receipt of the confirmation of participation, requires the consent of MFE in any case, regardless of the time of registration.

(5) By submitting the registration form, the Sponsor confirms its VAT status (entrepreneur/non-entrepreneur), if applicable. In the case of a stated entrepreneurial status, this applies in particular to the correctness and validity of his tax number or VAT ID number within the EU for the time of purchase of the service and the purchase of the service exclusively for his entrepreneurial area. This declaration (including the specified tax number or VAT ID number) shall also be deemed used for all future transactions. The Sponsor undertakes to notify us immediately if its VAT status changes, if the tax number or VAT ID no. changes/becomes invalid or if the service is obtained from the non-business sector. All Sponsor information provided in the registration form and this declaration (incl. VAT status, tax number or VAT ID no.) form the uniform basis for all Messe Frankfurt space and services provided to the Sponsor.

In the event of a change of name/legal form, the new company is legally responsible for all existing liabilities to Messe Frankfurt GmbH and its subsidiaries. The legal successor is obliged to inform MFE of the new tax number or VAT ID number, provided that the company has entrepreneurial status. The company that declares its participation becomes the contractual partner and recipient of the service. In order to determine whether the service is intended for the registered office of the management or for a permanent establishment of the company, the applicant declares that the service is intended exclusively or predominantly for the part of the company whose address and associated tax number or VAT ID number is stated in the registration form.

(6) By submitting the application, the Sponsor agrees to receive electronic invoices from the Messe Frankfurt Group in the format used by the Sponsor.

(7) MFE is not liable for consequences or damages arising directly or indirectly from incorrect, misleading, inaccurate or incomplete information in the registration form or due to other communications from the Sponsor; MFE reserves the right not to consider insufficiently or incompletely completed registrations or registrations sent late.

3. Participation and Admission

- (1) Only manufacturers, suppliers, consultants and service providers from the laundry, cleaning and textile care industry are eligible to participate as Sponsors.
- (2) The Sponsor undertakes to provide MFE with all necessary information about its company.
- (3) MFE decides on admission as a Sponsor at its own discretion; it is authorised to reject applications, taking into account the space capacities it has made available for the event and the purpose and structure of the event to be determined by it.
- (4) MFE determines the composition of the Sponsors for the event, also according to national and international origin, company structure, economic levels and other factual characteristics.
- (5) MFE is authorised to deny admission to companies that have only acquired company assets such as name or trademark rights of former Sponsors. This does not apply to legal succession.
- (6) MFE is authorised to exclude presentations that do not meet the event objectives set by it from admission or the presentation at any time.

4. Provision and modification of the presentation area

- (1) The presentation area shall be provided in accordance with technical exhibition aspects. There is no entitlement to a specific location.
- (2) MFE provides a presentation area with a table and two chairs.
- (3) MFE is authorised to make deviations from the presentation area even after confirmation, insofar as it has a considerable interest in such measures due to special circumstances.
- (4) These measures do not justify any cancellation rights or claims for damages of the Sponsor against MFE, except in cases of intent or gross negligence.
- (5) The following services are provided by MFE:
 - Personal participation in the event for two people
 - Presentation area with a table and two chairs in the networking area of the event
 - Short interview by the moderator during a networking break
 - Logo placement on the event handouts
 - Mention in visitor marketing and social media
 - Participation in a joint dinner on the first day of the event
 - Participation in the laundry tour organised by the CFCIM Chamber of Commerce for two people

5. Conclusion of the participation contract

- (1) Admission is granted by the confirmation of participation in text form. This concludes the participation contract between the Sponsor and MFE in a legally binding manner. The participation contract is valid for the specified period.
- (2) The participation contract applies only to the registered company. In addition, it is not permitted to assign the confirmed presentation space in whole or in part, even free of charge, to third parties or to include or represent other companies in the presentation space. In the event of a violation, MFE is entitled to terminate the contract without notice and to have the presentation space vacated at the Sponsor's expense.

6. Terms of payment, cancellation in the event of non-payment and insolvency

(1) In return for the right to participate in the event, including the provision of the presentation area and all other services, the Sponsor must pay a fee to MFE. The applicable price is specified in the registration form.

(2) An invoice will be sent to the Sponsor for the participation fee. All prices are subject to VAT at the applicable rate and must be paid in euros.

The invoice amount is due four weeks before the start of the event.

(3) Complaints about invoices must be asserted in text form within a preclusive period of 14 days after their receipt. Offsetting against unrecognised claims or claims against MFE is not permitted.

(4) The confirmation of participation generally requires that all outstanding and due claims of MFE against the Sponsor have been completely fulfilled.

A confirmation of participation issued despite an outstanding claim entitles MFE to terminate the participation contract at any time if this outstanding claim is not settled immediately.

(5) In the event of insolvency proceedings or insolvency of the Sponsor during the contractual relationship, the Sponsor is obliged to inform MFE immediately.

(6) MFE is entitled to terminate the concluded participation contract by registered letter to the last known address of the Sponsor without observing a notice period and without prejudice to the continued liability of the Sponsor for the full stand rental fee if

a. insolvency proceedings have been applied for or opened against the Sponsor or the exhibitor has suspended payment, or

b. the participation fee has not or only partially been received by the specified payment deadlines.

After receipt of the cancellation, MFE may dispose of the cancelled participation elsewhere. In this case, Messe Frankfurt may refuse admission to future events. The Sponsor is not entitled to claim damages from MFE.

(7) Section 562a sentence 2 BGB shall not apply.

7. Event times, Cancellation or Termination of the event

(1) The event is open to visitors from 9.15 am to 5.30 pm on the first day and to Sponsors from 8.00 am to 5.30 pm. This will be followed by an aperitif and a dinner exclusively for Sponsors in the evening.

On the second day of the event, the laundry tours organised by the CFCIM Chamber of Commerce will take place for the Sponsors.

(2) A minimum number of participants is required for the Texcare Forum Casablanca to take place. If this minimum number of participants is not reached by 31 March 2024, MFE may withdraw from the contract. Participation fees already paid will be refunded to the Sponsor. The Sponsor has no further claims.

(3) If the event cannot take place due to force majeure or similar events, MFE will cancel the event or hold it on a new date. In the event that the event is to be held on a new date, MFE will submit a new contract offer to the Sponsor.

(4) Both contracting parties are released from the obligation to perform if the performance of MFE is not possible due to force majeure or similar events or is unreasonable taking into account all circumstances. Force majeure is an external, unforeseeable event that has no operational connection and cannot be averted even with the utmost care that can reasonably be expected. A case of force majeure exists in particular in the event of natural disasters (e.g. earthquakes), war, terrorist attacks, epidemics, pandemics, travel restrictions, official orders, bans/prohibitions, trade blockades, embargoes, shortages of raw materials and lack of transport options. A similar event is any circumstance that is beyond the control of the contracting parties and cannot be averted or foreseen even with the utmost care that can reasonably be expected. Such an event exists in particular in the

case of industrial action and other business interruptions or operational disruptions for which the respective contracting party is not responsible.

(5) MFE will reimburse participation fees already paid. All other costs incurred by the contracting parties shall be borne by the contracting parties themselves. Claims of the contracting parties for damages due to non-fulfilment, in particular damages due to loss of profit, are excluded insofar as the non-fulfilment is due to force majeure or similar events.

(6) If the already opened event has to be cancelled due to force majeure or similar events, both contracting parties shall be released from the obligation to perform from this point in time. The provisions of clause 7 (5) shall apply accordingly.

8. Compensation and liability for non-participation, cancellation fee, termination without notice

(1) If the Sponsor cancels its participation in the event or does not participate in the event for whatever reason, MFE is entitled to allocate the participation slot elsewhere.

The cancellation declaration must be made at least in text form (e.g. by e-mail) to the responsible sales manager). Cancellations made verbally are invalid.

(2) If MFE cannot allocate the participation slot to another participant, the Sponsor is liable for the full participation fee.

9. Visitor admission

(1) Trade conference visitors, trade buyers and other trade visitors are admitted as event visitors. MFE is authorised to carry out appropriate access controls and to refuse visitors who do not comply with the purpose of the event.

(2) MFE may declare the event to be open to the public in whole or in part.

10. Advertising

(1) The implementation of advertising measures outside the presentation area is not permitted either in the event venue or in the immediate vicinity of the event venue, including the use of persons as advertising media and the distribution or affixing of advertising material of any kind, such as brochures, posters, stickers, etc.

(2) The following advertising measures are also not permitted within the presentation areas:

- Advertising measures that violate the relevant legal and administrative regulations, the rules of technology or common decency,
- which contain ideological or political motives,
- that cause disturbance to other Sponsors, e.g. through acoustic or visual nuisance (such as flashing lights, tickers, loudspeaker systems, etc.), dust formation, ground soiling, etc.
- which include decorating the stands with flags, pennants, banners and similar objects,
- which include a display of live animals,
- which contain third-party advertising and references to suppliers, customers and other companies,
- that other trade fairs and exhibitions propagate,
- which are to be regarded as competitive events that violate official regulations and orders, in particular those of the fire department.

(3) The use of the trade fair logo of MFE or the event requires the written authorisation of Messe Frankfurt.

11. Image and sound recordings

(1) Image and sound recordings of any kind (including drawings and sketches) (hereinafter referred to as "Recordings") require respect for the law (in particular respect for personal rights, trademark/design rights and the venue's domiciliary rights). The Sponsor is responsible for implementing a ban on recordings by third parties at its presentation area. This does not affect the activities of the media, such as radio, television, film, daily and trade press, for the purpose of reporting.

(2) The Sponsor agrees for all known and unknown types of use in all media, free of charge and unrestricted in terms of time and place, that MFE or third parties commissioned by MFE are authorised to make recordings of its person, its presentation area and/or exhibits, including the company logos or trademarks protected by it, as part of the event and to use them in whole or in part for editorial reporting as well as for marketing and advertising purposes for the event and Messe Frankfurt. The exhibitor agrees without restriction that MFE or third parties commissioned by MFE are authorised to take photographs of the exhibitor's person and/or presentation area and/or exhibits, including company logos or trademarks protected by the exhibitor and to use them in whole or in part for editorial reporting and for marketing and advertising purposes for the event and Messe Frankfurt on a non-commercial and commercial basis, and to reproduce, distribute, exhibit, make publicly accessible and archive them, including in edited form.

12. Liability

(1) MFE is only liable without limitation for damages of the Sponsor if these are due to its intentional or grossly negligent behaviour. In the case of slightly negligent breaches of duty, MFE is only liable in the event of a breach of one of its essential contractual obligations (cardinal obligation). Cardinal obligations are obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely. In this case, MFE's liability is limited to the direct damage to the Sponsor that is typical for the contract and foreseeable at the time of conclusion of the contract. This also applies to breaches of duty by legal representatives and/or vicarious agents of MFE. Liability for culpable injury to life, limb or health remains unaffected by this limitation of liability.

(2) Notwithstanding the provision in Section 12 (1), MFE excludes liability for the following damages:

- Financial losses
- Damage caused by fire, water or explosion, violent attacks, storms or other forms of force majeure
- Damage due to theft, burglary
- Malfunctions/damage due to extreme weather conditions and the resulting disruption to supply systems (ventilation/air conditioning, water)
- Damage as a consequence of non-compliance with the safety regulations in accordance with Clause 13
- Damage caused by public traffic (in particular by visitors to the event, other Sponsors, their authorised representatives or MFE employees)
- Compensation due to loss of profit, loss of turnover, loss of use or data loss
- Reimbursement of damages or compensation in connection with the Sponsor's inability to use the Services

(3) Damage must be reported to MFE immediately in text form (e.g. by e-mail).

13. House rules of the event venue, safety regulations, accident prevention, the Sponsor's duty to ensure road safety and other statutory and official regulations

(1) The Sponsor is obliged to comply with the house rules of the venue, all legal, official and other applicable accident prevention regulations and other safety regulations for the duration of the event.

(2) The police, the fire brigade, the rescue services, the trade supervisory office, the building inspectorate and the regulatory authorities as well as representatives of MFE must be granted access to the presentation area at all times. Their instructions must be followed.

(3) MFE is authorised to ensure compliance with the house rules and/or safety regulations at any time. It is authorised to arrange for the immediate removal of any non-compliant condition at the expense of the Sponsor and to prohibit non-compliant operation at any time.

It can stop the operation of machines, devices and similar equipment at any time and prohibit their re-commissioning if, in its judgement, their operation represents a hazard or if other Sponsors or visitors are disturbed or inconvenienced by them. The decision of MFE is final.

(4) The Sponsor is obliged to comply with requirements and orders due to public emergency regulations, such as smog regulations, emergency laws etc., must be followed.

(5) The Sponsor shall be liable for all culpably caused personal injury, property damage and financial loss caused by its own set-up of the presentation area or by its employees and authorised representatives.

(6) The Sponsor is responsible for ensuring the safety of the presentation area used by him.

14. Anti-corruption

(1) The Sponsor undertakes to counteract any form of corruption. In particular, the Sponsor shall not offer, promise or grant any benefits and/or other advantages to the employees, staff and/or members of the executive bodies of MFE, including their relatives, either itself or through third parties, in return for them favouring it in competition or performing or refraining from performing a certain act. The same applies to third parties, in particular public authorities.

(2) In the event of infringement, MFE is entitled to extraordinary termination of this contract without notice. Claims for damages remain reserved.

15. Assertion of claims

Claims by the Sponsor must be submitted to MFE in text form no later than 14 days after the end of the event; claims submitted later will not be considered and will expire (preclusion period).

16. Written form, conflicting terms and conditions of purchase or order of third parties, place of fulfilment and jurisdiction, German law

(1) MFE reserves the right to make changes and additions to these General Terms and Conditions of Participation or to authorise exceptions to them; they must be made in writing. Verbal agreements must be confirmed in writing by MFE in order to be valid.

(2) Provisions contained in the Sponsor's terms and conditions of purchase or order that contradict the agreements of these General Terms and Conditions of Participation of MFE or the house rules of the event location are invalid, unless MFE has expressly recognised deviations requested by the Sponsor in writing.

(3) If the contracting parties are merchants, legal entities under public law or special funds under public law, they expressly agree that Frankfurt am Main shall be the place of fulfilment and jurisdiction for all claims and legal disputes arising from this contract. The same shall apply if a contracting party has no general place of jurisdiction in Germany.

(4) The place of jurisdiction Frankfurt am Main shall also apply to contentious dunning proceedings. As soon as the dunning procedure is transferred to contentious proceedings and a transfer is made ex officio to the competent court of the debtor's general place of jurisdiction, an application must be made to the court in Frankfurt am Main.

(5) In addition, each contracting party shall be entitled to sue the other party at the latter's place of residence or business.

(6) Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions. The contracting parties undertake to agree other effective provisions in place of the ineffective provisions which most closely correspond to the economic purpose of the ineffective provisions.

(7) The German text and German law shall be authoritative for the interpretation of the General Terms and Conditions and all other terms and conditions.