

GENERAL TERMS AND CONDITIONS
for Innovation Partner of ACHEMA 2024

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§ 1 Scope of Application

1.1 The following General Terms and Conditions (hereinafter referred to as GTC) govern the relationship between DECHEMA Ausstellungs-GmbH (hereinafter referred to as DECHEMA) and the partners of the topics presented at ACHEMA 2024:

- Digital Innovation
- Green Innovation
- Hydrogen Innovation
- Lab Innovation
- Pharma Innovation
- Process Innovation

Hereinafter referred to as contracting Partner. If the contracting partner also makes use of further services within the scope of ACHEMA, these GTC shall apply in addition to the terms and conditions applicable to further services

1.2 These GTC shall apply to natural persons (hereinafter referred to as private persons), to persons acting in a commercial capacity, to legal entities under private and public law and to special funds under public law (hereinafter referred to as companies).

1.3 Additional or contradictory contractual terms and conditions of the contracting partner shall not apply unless DECHEMA has expressly acknowledged them in writing. If individual agreements deviating from these GTC are made, such agreements shall always take precedence over the corresponding provision within these GTC.

§ 2 Conclusion of Contract, Amendments to Contract

2.1 By submitting the online registration form, the contracting partner bindingly registers as Innovation Partner at ACHEMA 2024. The total invoice amount stated in the offer is binding. In the event of registration through the use of an online form, this shall also be valid without signature by sending it to DECHEMA.

2.2 If the contracting partner receives a confirmation of receipt after sending its request, this confirmation shall not constitute acceptance of the offer.

2.3 DECHEMA alone shall decide on admission as an Innovation Partner of ACHEMA 2024. Upon sending the invoice, the contract between DECHEMA and the contracting partner shall be concluded in a legally binding manner on the terms and conditions specified in the offer and invoice.

2.4 In order to agree on subsequent additions or amendments to the contract, the respective declaration shall be sent to the contracting partner in text form and confirmed by the other party. Verbal agreements shall be confirmed in text form in the same way without delay.

§ 3 Subject Matter of the Contract and Prices

The subject of the contract is the provision, use and corporate branding of stages and other platforms at ACHEMA 2024 under the following conditions:

3.1 Platinum Partner

- Price: € 48,000 - Only exhibitors at ACHEMA 2024 can be Platinum Partners.
- Only one Platinum Partner can be assigned to each stage, which will also be mentioned in the stage name and thus in announcements about the stage. The stage will be branded with the Platinum Partner's logo, corporate colors will be considered if possible. The stage design is specified by DECHEMA according to design principles that are comparable for all stages.
- Additional services:
 - Logo on the partner wall of the booked stage, in printed materials and online (at a relative ratio of 300%),
 - 300 minutes of presentation time (10 slots of 30 minutes each),
 - Video recordings of the partner's presentations (available after ACHEMA 2024 including publication rights),
 - Placement requests will be considered, if possible,
 - Multiple presentations can be combined into a separate session (60 - 120 minutes) if possible,
 - 3 months banner on ACHEMA Online: content page (880 x 300 pixel),
 - 3 months banner on ACHEMA Online, rotating: search page (880 x 300 pixel),
 - Mobile advertising in the ACHEMA App: splash screen ad (rotating) and logo,
 - 1 special feature in the ACHEMA Pre-Show Newsletter,
 - 2 posts on the ACHEMA social media channels.

- Detailed company information on ACHEMA

3.2 Gold Partner

- Price: 12,000 € for exhibitors and co-exhibitors, 75% surcharge for non-exhibitors of ACHEMA 2024.
- Each stage has a maximum of 4 gold partners.
- Benefits:
 - Logo on the partner wall of the booked stage, in the printed materials and online (at a relative ratio of 150%),
 - 90 minutes of presentation time (3 slots of 30 minutes each),
 - Video recordings of the partner's presentations (available after ACHEMA 2024 including publication rights),
 - Placement requests will be considered if possible,
 - Multiple presentations can be combined into a separate session (60 - 120 minutes) if possible,
 - 3 months banner on ACHEMA Online, rotating: list of results (300 x 250 pixel),
 - Mobile advertising in the ACHEMA App: logo,
 - 1 post on the ACHEMA social media channels.
 - Detailed company information on ACHEMA online

3.3 Silver Partner

- Price: 4,000 € for exhibitors and co-exhibitors, 75% surcharge for non-exhibitors of ACHEMA 2024.
- Each stage has max. 8 silver partners, for Lab Innovation plus the partners of the action area.
- Benefits:
 - Logo on the partner wall of the booked stage, in the printed materials and online (in a relative ratio of 100%), 30 minutes presentation time (1 slot),
 - Video recording of the presentation (available after ACHEMA 2024 incl. publication rights),
 - Placement requests will be considered if possible,
 - 1 month banner on ACHEMA Online, rotating: list of results (300 x 250 pixel),
 - Mobile advertising in the ACHEMA App: logo.

3.4 Official Partner

- Price: 2,000 € for exhibitors and co-exhibitors, 75% surcharge for non-exhibitors of ACHEMA 2024.
- Each stage has a maximum of 12 Official Partners.
- Benefits: Logo on the partner wall of the booked stage, in the printed materials and online (in relative proportion of 75%).

3.5 Services for non-exhibitors

Partners who are not also exhibitors at ACHEMA 2024 will receive two exhibitor passes as well as the services of the Visitor Package and the Media Package, cf. 13 and 14 of the ACHEMA 2024 General Terms and Conditions. They will be listed in the ACHEMA 2024 List of Exhibitors as "Partners". In addition, to a limited extent they will have the opportunity to order further services for a fee in the Exhibitor Portal, which are otherwise reserved for exhibitors and co-exhibitors.

§ 4 Terms of payment

4.1 The invoiced amounts shall be paid to the accounts listed in the invoice. Term of payment is within 14 days after receipt of invoice. The invoice will be dispatched electronically. The contracting partner accepts this procedure and indicates an appropriate e-mail address for the electronic invoicing in his application. In the case of foreign currency payments, any arising exchange rate differences or costs shall be borne by the contracting partner.

4.2 Invoice amounts and all other charges are calculated in Euro and are net prices, i.e. without value added tax and/or other consumption or service taxes. Insofar as such taxes are triggered by the services, they shall be payable in addition to the agreed price. The contracting partner shall not be entitled to reduce payments to DECHEMA by current or future taxes (including any withholding tax), levies and/or fees. If and to the extent that the contracting partner is legally obliged to withhold and pay such taxes on behalf of DECHEMA, such withholding shall be borne by the contracting Partner. The contracting partner shall ensure the contractually agreed payment of the invoice amount and other charges on the due date and shall pay to the requesting authority, on DECHEMA's behalf and within the period prescribed by law, any fees charged on his own account.

4.3 In the event of late payment, DECHEMA shall be entitled to charge default interest in the amount of 9 percentage points above the prime rate of the ECB companies and persons acting in a commercial capacity pursuant to Section 288 (5) of the German Civil Code (BGB) as well as a flat-rate default fee in the amount of € 40. In respect of private individuals, DECHEMA shall be entitled to charge interest on arrears in the amount of 5 percentage points above the prime rate of the ECB in the event of late payment. DECHEMA reserves the right to assert further claims for damages.

§ 5 Obligations of the Customer to Cooperate

5.1 The documents and records for the services booked in accordance with section 3 can be uploaded in the Exhibitor Portal for ACHEMA 2024. For the provision of the services included in the package, the Exhibitor Portal shall specify the respective deadline for the submission of the documents to DECHEMA or its vicarious agents in order to be able to ensure timely provision of the services. The data must be provided in the data format specified there.

5.2 If the submitted data formats deviate from the specifications, DECHEMA shall be entitled to charge the contracting partner for the costs incurred in preparing the data. DECHEMA shall be entitled to further charge the contracting partner for additional costs incurred due to late submission.

5.3 If the required data is not submitted on time, DECHEMA shall not be obliged to perform the corresponding service of the contract. The entire invoice amount shall nevertheless be due in this case.

§ 6 Responsibility and Liability of the Contracting Partner

6.1 The information and materials submitted by the contracting partner must not breach applicable law and must not infringe upon third party rights. In this context, special care must be taken to ensure that the contracting partner holds the corresponding usage rights for all texts, pictures, brand and trademarks. The contracting partner shall irrevocably indemnify DECHEMA against all third-party claims against DECHEMA insofar as they are based on the fact that third-party rights or other statutory provisions have been infringed. The indemnification obligation shall also extend to any warning, court and legal costs incurred.

6.2 DECHEMA does not verify the contracting partner's information and materials in regard to their legality. If DECHEMA is informed of a possible rights infringement of an contracting partner within his appearance in the DECHEMA media it will fulfil its verification obligations. If DECHEMA comes to the conclusion that an infringement of rights has occurred, it shall be entitled to block individual contents or the entire appearance of the contracting Partner. This shall not provide grounds for a price reduction or reimbursement of costs; claims for damages are excluded. Costs for verification will be charged to the contracting partner. The same shall apply if DECHEMA is informed through a court decision of a rights infringement in the exhibitor's information or materials. If a court subsequently comes to a different conclusion than that of DECHEMA within the context of its verification obligations, or if a court decision regarding a rights infringement by the exhibitor is overturned by a later court decision, the contracting partner is not entitled to assert a claim for price reduction, reimbursement of costs or damages against DECHEMA either.

§ 7 Liability of DECHEMA

7.1 DECHEMA shall be liable for damages for property damage and financial loss suffered by a contracting partner due to a grossly negligent or intentional breach of duty on the part of DECHEMA or if DECHEMA has expressly assumed a warranty for the services to be provided. Any further liability of DECHEMA for damages shall be excluded, with the exception of liability for personal injury and in the event of a breach of material contractual obligations (cardinal obligations). Cardinal obligations or essential contractual obligations shall be understood to be those obligations the fulfilment of which enables the proper performance of the contract in the first place and the observance of which the contracting partner regularly relies on and may rely on, i.e. the essential main contractual obligations.

7.2 If DECHEMA is responsible for personal injury or the breach of cardinal obligations, DECHEMA shall, in deviation from section 7.1, also be liable in accordance with the statutory provisions in the event of a breach of duty based on simple negligence. In the event of a breach of cardinal obligations, however, DECHEMA's liability for damages in cases of simple negligence shall be limited to the direct average damage that is foreseeable and typical for the type of contractual agreement.

7.3 The limitations of liability pursuant to the above sections 7.1 and 7.2 shall also apply in favor of DECHEMA's legal representatives and vicarious agents.

7.4 Claims for damages against DECHEMA due to incorrect or non-existent entries in ACHEMA publications and media shall be excluded as a matter of principle. DECHEMA shall not be liable for the correctness of the content of entries and translations.

7.5 Claims of the contracting partner against DECHEMA arising from the contractual relationship and all claims in connection therewith shall be validated in text form with DECHEMA 14 days after the conclusion of the event. Should any defects or disruptions occur during the term of the event, DECHEMA must be notified thereof without delay. Otherwise, the assertion of claims shall be excluded. If the contracting partner is an entrepreneur, any claims against DECHEMA must be asserted in text form within 12 months, otherwise they shall be deemed to be time-barred.

§ 8 Data Processing, Data Protection

8.1 Personal data provided by the contracting partner to DECHEMA in the course of registration and further processing of the contract shall be stored in an automated procedure, taking into account the provisions of the Basic Data Protection Regulation (DSGVO), the Federal Data Protection Act (BDSG-Neu) and the Telemedia Act (TMG) of the Federal Republic of Germany. DECHEMA uses the data in particular:

- for handling business processes with the contracting partner
- for sending offers accompanying the event
- to provide information before and after the event

8.2 All details on the processing of data by DECHEMA can be found in the data protection information at www.achema.de/datenschutz. By submitting the registration form, the contracting partner declares that he has taken note of the above data protection statement.

8.3 If a data subject does not agree with the storage or handling of his/her personal data or if such data has become incorrect, DECHEMA shall, upon a corresponding instruction, arrange for the deletion or blocking of the data or make the necessary corrections. Upon request, the data subject shall receive, free of charge, information about all personal data that DECHEMA has stored about him or her.

§ 9 Withdrawal and cancellation

9.1 Apart from the mandatory statutory rights of withdrawal, the contracting partner shall have the right to withdraw from the contract after admission has been granted under the following conditions:

- In the event of withdrawal by 10.03.2024, 25% of the agreed fees will be charged as compensation;
- In the event of withdrawal after 10.03.2024, 100% of the agreed fees will be charged as compensation.

Excess payments already made will be refunded on a pro rata basis. The declaration of withdrawal must be in text form and must be received by DECHEMA electronically or by post within the designated cancellation deadlines. If DECHEMA has incurred higher damages, it shall be entitled to set out the damages in the corresponding amount instead of the flat-rate compensation and to demand compensation from the contracting partner. The contracting partner shall be at liberty to prove that no damage or significantly lower damage has been incurred or that the expense is lower than the compensation demanded.

9.2 If the contracting partner is an exhibitor/co-exhibitor at ACHEMA 2024 and withdraws from its contract as exhibitor/co-exhibitor, but the contract for the Partner Package is to continue to apply, a surcharge of 75% will be levied on the Partner Package. Platinum Partners must be exhibitors at ACHEMA 2024. Withdrawal as an exhibitor in the case of a Platinum Partner therefore always constitutes simultaneous withdrawal from the Partner Package Platinum in accordance with items 9.1. and 9.2.

9.3 DECHEMA shall be entitled to revoke and otherwise award the Innovation Partner status,

- a) in the event of default in payment on the set payment dates, insofar as the contracting partner allows a grace period set by DECHEMA for payment to expire fruitlessly,
- b) if the documents required for the performance of the service have not been received in due time,
- c) if the contracting partner violates patent or competition law regulations or other legal provisions with its media appearance,
- d) if DECHEMA subsequently becomes aware of reasons the timely knowledge of which would have justified non-admission.

9.4 In the event of revocation based on section 9.3 subsections a to c, the contracting partner shall remain obligated to pay the agreed fees. In the event of revocation pursuant to Clause 9.3 (d), this shall only apply if there is also a breach of duty on the part of the contracting partner. In the event of revocation, clause 9.2 shall apply accordingly.

§ 10 ACHEMA - Exhibitor Portal

10.1 Access to the exhibitor portal shall be by means of an online user ID issued by DECHEMA, which shall be sent to the exhibitor with the confirmation letter.

10.2 DECHEMA shall not be liable for damages attributable to misuse of this user ID or of the password to be selected by the exhibitor or co-exhibitor, respectively. Orders transmitted by electronic means shall be deemed to have been received when arriving on the server of DECHEMA.

§ 11 Force Majeure

11.1 Force majeure shall be an event having a massive external impact on the contractual relationship which, according to human insight and experience, is unforeseeable and cannot be prevented or rendered harmless by economically acceptable means, even by exercising the utmost care reasonably to be expected in the circumstances. Force majeure shall entitle the contracting parties to adjust the contract and, insofar as this is unreasonable, to withdraw from the contract. The withdrawal shall be declared to the other contracting party in text form without undue delay, stating all circumstances justifying the unreasonableness.

11.2 In the event of "force majeure" DECHEMA shall additionally be entitled to postpone, shorten, extend or restrict the event in whole or in part and to close it temporarily or permanently. In such a case, a comprehensible weighing of the expected effects on the affected parties is required. The recommendations of the exhibitors and associations represented in the ACHEMA committees must be given due consideration in the decision. Claims for damages shall also be excluded for these cases of cancellation or postponement of the event.

11.3 In the event of a withdrawal pursuant to 11.1 and in the event of cancellation of the event pursuant to 11.2, DECHEMA shall be entitled to demand from the contracting partner a reasonable share of the costs and expenses incurred in preparing and organizing the event, calculated on the basis of actual expenditure. Otherwise, both contracting parties shall be released from their payment and performance obligations.

11.4 Interruption or significant restriction of the energy supply for the exhibition grounds or for individual halls, in particular as a result of interventions in the supply network and as a result of sovereign, governmental orders that are beyond DECHEMA's sphere of influence, shall be deemed equivalent to a case of force majeure. In such a case, the assertion of claims for damages and the reimbursement of expenses shall be equally excluded for the contracting partner concerned and DECHEMA.

§ 12 Domiciliary Rights

For the duration of ACHEMA 2024, the client submits to DECHEMA's domiciliary rights on the entire exhibition grounds, which are exercised jointly with Messe Frankfurt.

§ 13 Offsetting and retention rights

The contracting partner shall only be entitled to rights of set-off and retention DECHEMA if its counterclaims have been legally established, are undisputed or have been acknowledged by DECHEMA.

§ 14 Place of Jurisdiction, Severability Clause

14.1 In the relationship with merchants who do not belong to the tradesmen designated in § 4 of the German Commercial Code (HGB), legal entities under public law or special funds under public law or contracting partners who do not have a general place of jurisdiction in Germany, Frankfurt am Main shall be deemed agreed as the place of performance for payment of the invoice amount for all claims arising from the contract. German law shall apply exclusively. The German text of these General Terms and Conditions - Innovation Partner ACHEMA 2024 shall prevail.

14.2 Should individual clauses of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. Instead of the invalid provision, the statutory provision of the German Civil Code (BGB) shall apply.