

General Terms and Conditions for digital events (as of 12/ 2020)

1. Organiser

The Organiser is

Messe Frankfurt Exhibition GmbH

Ludwig-Erhard-Anlage 1
60327 Frankfurt am Main
Germany

Phone: +49 69 75 75-0

Fax: +49 69 75 75-64 33

www.messefrankfurt.com

hereinafter referred to as "MFE".

2. Participation; Company Information

- (1) Every company that wishes to participate as an Exhibitor at the digital event (hereinafter referred to as "Exhibitor"), declares its wish to do so by completely filling out the form 'Intention to Exhibit' on the MFE online portal and submitting it electronically. With the Intention to Exhibit, the Exhibitor bindingly declares to MFE to participate in the digital event (hereinafter referred to as „event“) as an Exhibitor.

The Intention to Exhibit is valid for the event in the time period specified.

The submission of an Intention to Exhibit does not guarantee participation.

- (2) The Exhibitor will receive electronic confirmation of receipt for this Intention to Exhibit, which is no confirmation of participation within the meaning of Section 4.
- (3) By submitting the Intention to Exhibit, the Exhibitor confirms its liability for sales tax (corporate/ non-corporate). If the status is specified as liable, this applies specifically to the correctness and validity of its tax number, or VAT ID number within the EU, on the date of receiving the service and entitlement to the service exclusively for its corporate field. This declaration (inc. any tax number or VAT ID number specified) will also be deemed to apply to all future transactions. The Exhibitor agrees to declare immediately if its tax status changes, the tax number or VAT ID number changes/ becomes invalid or if the service is being provided in the non-corporate sector. All Exhibitor information provided in the Intention to Exhibit and this declaration (inc. VAT-related corporate status, specified tax number or VAT

ID number) are standard information for all Messe Frankfurt services provided to the Exhibitor.

In case of a change of name/ change of legal form, the new company shall legally bear all liabilities existing against Messe Frankfurt GmbH and its subsidiaries (Messe Frankfurt Group). The legal successor is obliged to inform MFE of the new tax number or VAT ID number, if it has corporate status.

The company, which declares its participation, will be a Contracting Partner and beneficiary of services. To distinguish whether the service is intended for the management headquarters or a branch of the company, the applicant must declare that the services are intended exclusively or primarily for a particular entity, whose address and associated tax number or VAT ID number are specified in the Intention to Exhibit.

- (4) By sending the declaration of participation, the Exhibitor declares his agreement to receive electronic invoices from the Messe Frankfurt Group, in the format used by it.
- (5) MFE is not liable for consequences or damages that may arise directly or indirectly from false, misleading, inaccurate or incomplete information in the Intention to Exhibit, or based on any other details from the Exhibitor. It reserves the right to refuse inadequate, incomplete or late Intention to Exhibit forms.

3. Registration

- (1) MFE will send the Exhibitor an electronic confirmation of participation after review the Intention to Exhibit.
- (2) By submitting the Intention to Exhibit the Exhibitor acknowledges the General Terms and Conditions as well as event-related special provisions of MFE as legally binding.
- (3) MFE decides on the participation of the Exhibitor at its sole discretion. Taking into account the purpose and structure of the event to be determined by MFE, MFE is entitled not to admit Exhibitors to participate. The Exhibitor cannot rely on participation in past events. Companies that have not fulfilled their financial obligations to MFE from previous events, or have violated the house rules or the General Terms and Conditions, Technical Guidelines or other special event provisions by MFE during previous events, may be excluded from admission. The Exhibitor has no claim for damages.
- (4) Manufacturers whose products to be exhibited correspond to the commodity groups of the event are authorised to participate as Exhibitors. The same applies to trade publishers with the appropriate subject matter. Other companies will be approved by MFE to participate, provided their exhibits constitute an inherent supplement to the scope of products on show.

- (5) The Exhibitor undertakes to provide MFE with all of the information required regarding its company and the products to be exhibited. The Exhibitor must specify at least one category in the Intention to Exhibit.

Should the Exhibitor want to display several approved product groups on a digital exhibitor profile, it must designate one of the groups as the main product group. Should the Exhibitor's range of products or the composition of its product range not comply with the details submitted, MFE is entitled, at short notice if need be, to exclude the Exhibitor from taking part in the event.

Depending on the nature of the event, software and services shall likewise be classified as suitable for a trade fair presentation alongside the products to be displayed (exhibits, merchandise, goods, product groups, exhibition goods and exhibition articles).

- (6) MFE will determine the composition of sectors and product groups for the event and their weighting, and is entitled to consider the composition of the Exhibitor in respect of international origin, corporate structure, economic level and other objective features as part of participation approval. It is not bound by decisions taken in the past regarding previous events.
- (7) MFE is entitled to grant the temporary admission of Exhibitors if it has a substantial interest in measures referred to in paragraph 6 due to special circumstances.
- (8) MFE is entitled to refuse the participation of companies which have acquired corporate values such as names or trademarks of former Exhibitors. This does not apply in the event of legal succession.

4. Conclusion of the Contract of Participation; Subsequent Changes

- (1) When the electronic confirmation of participation, stating the agreed scope of services, is sent to the Exhibitor, the Participation Contract between the Exhibitor and MFE becomes legally binding.
The Participation Contract is valid for the specified period.
- (2) Confirmation of participation assumes that all outstanding debts owed to MFE against the Exhibitor are completely settled. Completed confirmations of participation issued despite overdue outstanding bills are subject to the condition that these debts be settled immediately upon receipt of confirmation of participation. The same applies to the bills outstanding to Messe Frankfurt Venue GmbH also to Messe Frankfurt Medien und Service GmbH.
If these outstanding bills are not settled immediately, MFE is entitled to terminate the Participation Contract.
- (3) Confirmation of participation for new Exhibitors is issued under the condition that the participation fee is received by the cut-off date (Section 8 (2), (3)); otherwise, MFE is entitled to terminate the Participation Contract.
New Exhibitors are Exhibitors who have not participated in the previous corresponding event.

- (4) The Participation Contract applies only to registered Exhibitors. Moreover, it is not allowed to assign the confirmed digital exhibitor profile wholly, partially or free of charge to third parties, or to include or represent other companies on the digital exhibitor profile. Participation Contracts transferred to a different Contracting Partner in justified exceptional cases, such as in cases of export promotion, and requires the prior written consent of MFE. MFE is entitled to invoice the Exhibitor for the resulting costs with a set charge of EUR 350.00 ("Exhibitor replacement transfer fee"). In the event of infringement MFE shall be entitled to terminate without notice and to block and delete access to the event platform; the exhibitor shall remain obliged to pay the participation fee or the fee shall not be refunded.
- (5) The Participation Contract is only valid for the products listed in the Intention to Exhibit and approved by MFE. Only these products may be digital exhibited or presented. MFE is entitled to exclude exhibits from admission or presentation that do not meet the standards set by their event objectives at any time. If the Exhibitor wishes to alter its digital exhibition profile, it is obliged to register newly added, and/ or omitted products in sufficient time prior to the event for approval by MFE so that it can carry out the necessary checks. For periods of less than two months, MFE can no longer guarantee the required examination and the related admission. If the Exhibitor changes its product range or the composition from that stated in the Intention to Exhibit without the consent of MFE, MFE is entitled to terminate the Participation Contract without further notice. No claims for damages by the Exhibitor against MFE may be derived from this. The Exhibitor remains liable for full payment of participation fee, i.e. no refund will be made.
- (6) Minimum required content for the digital exhibitor profile
For a standardised presentation of the digital exhibitor profiles, the exhibitor undertakes to provide at least the following information and data for each package booked on the event platform:
- Company name,
 - Company address,
 - Contact details,
 - Company page with text and picture,
 - Entry at least under 1 product group,
 - 1 product page with text and photo on the event platform additionally,
 - 1 sales representative with profile (1 team member in teams),
 - 1 search category in exhibitor search on the event platform.

5. (Partial) cancellation and Non-participation

- (1) If the Exhibitor cancels its participation in the event or does not take part in the event, for whatever reason, the following cancellation costs shall be incurred in relation to the participation fee or the participation fee shall be payable in full:
- (i) Declaration of non-participation up to 3 months before the event: free of charge

(ii) Declaration of non-participation between 3 months and 4 weeks before the event: 50 %

(iii) Declaration of non-participation within 4 weeks before the start of the event: 100 %

The declaration of non-participation must be made in at least in text form (e.g. by e-mail to the responsible sales manager). Any declarations of non-participation that are only made verbally are ineffective, with the consequence that the Exhibitor is in any case liable for the participation fee in full.

- (2) If the Exhibitor intends to extend (upgrade) or reduce (downgrade) his booked package, this is generally possible in consultation with the responsible sales manager, in the event of a downgrade in accordance with the scale specified in paragraph 1 with regard to the package to be cancelled.

6. Exhibitor obligations and digital exhibitor profile

- (1) Mainly brand-new or unique products may be used for the digital exhibitor profile.
- (2) The Exhibitor alone is responsible for the proper and timely maintenance of its digital exhibitor profile. The Exhibitor must ensure that its content corresponds to the product groups it has registered and is available at the start of the event. In addition, the Exhibitor must ensure that visitors can contact it for the duration of the event or during the event times via the digital services offered within the framework of the digital event.
- (3) The Exhibitor alone is responsible for the content published in the digital exhibitor profile or any damages resulting therefrom. The Exhibitor is responsible for the content and lawfulness of the images and text documents provided for or posted in the digital exhibitor's profile. The Exhibitor represents and warrants that the contents provided by it do not infringe any IP rights or other rights of third parties. MFE is not required to check whether the information provided by the Exhibitor for the provision of services infringes or may infringe any IP rights or other rights of third parties.
- (4) If MFE is notified of a possible infringement of rights in the Exhibitor's details or materials and thus in its digital presentation as well as in other Messe Frankfurt media, it will fulfil its corresponding obligations to check. If MFE comes to the conclusion, after a legal examination of the factual and legal situation, that an infringement of the law has occurred, MFE may discontinue all affected services of the booked service package and block the Exhibitor in the media concerned. This does not justify a price reduction or reimbursement of costs; claims for damages are excluded. The same shall apply if MFE is informed by a court decision of an infringement of rights in the Exhibitor's details or materials.
If a court subsequently comes to a different conclusion to that of MFE within the framework of its duty to check, or if a court decision concerning an

infringement of the Exhibitor's rights is set aside by a subsequent court decision, the Exhibitor shall likewise have no claim against MFE for a price reduction, reimbursement of costs or compensation for damages.

- (5) MFE reserves the right to refuse to publish data, advertising material on the grounds of its content, origin or technical form for objectively justified reasons if, in MFE's dutiful judgement, its content infringes laws, official regulations or public decency, or if MFE cannot reasonably be expected to publish it. In doing so, MFE shall take into account not only the content but also the overall visual appearance of the content from a qualitative and aesthetic point of view. The Exhibitor shall be informed immediately if publication is refused.
- (6) The Exhibitor shall provide MFE and its affiliated companies within the meaning of §§ 15 ff. AktG (German Stock Corporation Act) on first demand, free of all possible claims for damages and other claims by third parties arising from the infringement of protection or other rights, and to the extent that MFE demands advance payments in this respect.
- (7) In the event of a breach of these obligations under section 6 (1) to (3) and (5), section 4 (5) shall apply.

7. Warranty for defects

- (1) The Exhibitor is obliged to check his published digital exhibitor profile and to report any defects immediately. If, despite careful examination, a defect only becomes apparent at a later date, it must be notified immediately after it becomes known.
- (2) The Exhibitor may in principle only demand withdrawal from the contract or a reduction in payment if the rectification of defects has failed, is no longer possible due to the passage of time (e.g. end of the event) or is unreasonable for MFE.
- (3) MFE may refuse to rectify defects as long as the Exhibitor has not properly fulfilled his contractual obligations.
- (4) If the notification of defects is delayed, warranty claims shall expire completely.
- (5) MFE accepts no warranty claims for the digital exhibitor profiles being available safely and without error at all times.

8. Payment, Cancellation Due to Non-Payment and Insolvency, Right of Lien

- (1) As consideration for the right to participate in the event including the functional use of the event platform, the Exhibitor must pay MFE (the participation fee).
Prices valid for the event are stated in the corresponding event price lists on the online portal.

- (2) The Exhibitor will be sent an invoice for the participation fee. All prices are excluding applicable taxes and shall be paid in euros.
- (3) The invoice amount is due 75 days prior to the event. MFE is entitled to designate shorter due dates.
- (4) Complaints regarding invoices must be asserted in writing within a preclusive period of 14 days after receipt.
Offsetting unrecognised bills or claims against MFE is not permitted.
- (5) The Exhibitor is obliged to inform MFE immediately in the event of insolvency proceedings or if the Exhibitor is unable to pay during the contractual relationship.
- (6) MFE is entitled to terminate the Participation Contract concluded by registered letter to the last known address of the Exhibitor, without giving notice and without prejudice to the further liability of the Exhibitor for the full participation fee, if
 - a. insolvency proceedings relating to the Exhibitor have been started or the Exhibitor has suspended payment
 - or
 - b. the participation fee has not been or has only partially been paid by the payment deadline.In the case of item a., MFE can deny admission to future digital and/or non-digital events. The Exhibitor shall have no claims for damages against MFE.

9. a) Event Times and Changes in Event

- (1) The duration of the event is specified in the Intention to Exhibit. The programme times for Exhibitors and Visitors depend on the respective event. Outside these times, none of the events (event calendar) will take place.
- (2) For the proper presentation (filling and completion) of digital exhibitor profiles or the profiles of Exhibitor representatives, Exhibitors will be granted access to the event platform a few weeks before the start of the event.
- (3) MFE reserves the right to replace announced speakers with others and to make necessary changes to the event programme while maintaining the overall character of the event.
- (4) MFE is entitled to relocate the event temporarily by up to seven days before or after the originally planned date, as well as to change the duration of the event and/or the programme times, as long as it has a substantial interest in such measures because of special circumstances.
In the event of such a relocation of the event or a change in the duration of the event, the contract is deemed to have been concluded for the new time. This does not give rise to a right of withdrawal, nor does it from a change in programme times. Claims for damages cannot be asserted from this.

9. b) Postponing the event or cancelling it in advance or mid-way through, due to force majeure

- (1) If the event cannot take place due to force majeure or similar events, MFE shall cancel or reschedule it. If the event is rescheduled, MFE shall make the Exhibitor a new contract offer.
- (2) Both contracting parties will be freed from the contractual obligation insofar as the service is not possible as a result of force majeure or similar events or cannot be reasonably expected in view of the totality of circumstances. Force majeure denotes an external, unforeseeable event for which no operational connection can be demonstrated, and which could not have been prevented, even with the highest level of care that could reasonably be expected. A case of force majeure exists, in particular, in the event of natural disasters (such as earthquakes), war, attacks by terrorists, epidemics, pandemics, travel restrictions, governmental directives, prohibitions, embargoes, raw material shortages, and lack of transport options. A similar event is any circumstance that is outside of the controllable sphere of influence of the contracting parties and is also not preventable or foreseeable with the highest level of care that can reasonably be expected. Such an event is present in particular with forms of industrial action and when there are other operational interruptions or disruptions for which the respective contracting party cannot be held responsible.
- (3) MFE shall refund participation fees that have already been paid. Each contracting party shall pay all other expenses that party has incurred. Claims for damages by the contracting parties for non-performance, in particular damages due to lost profit, shall be excluded insofar as the non-performance is due to force majeure or similar events.
- (4) If the event must be cancelled after it has begun due to force majeure or similar events, both contracting parties will be released from their obligation to perform from that time forward. The regulations of section 9 b) (3) apply mutatis mutandis.

10. Visitor Authorisation

- (1) Trade buyers and other trade visitors will be admitted as event visitors. MFE is entitled to carry out corresponding checks of the visitor profiles and to reject visitors who do not correspond to the aim of the event.
- (2) MFE can declare the event to be completely or partially open to the general public.

11. Sales Activities, Termination without Notice in the Event of Breach of Duty

- (1) The Exhibitor may accept general orders and orders from specialist trade buyers who can identify themselves as such and enter into contracts for

execution outside of the event. This also applies to exhibits which are to be delivered after the event ends.

- (2) Price labels for exhibits are not permitted on the digital exhibitor profile.
- (3) Sales that do not serve the commercial purposes of the buyer are not permitted. This also applies to non-industry buyers, even if it involves the conclusion of contracts for execution after the event. This applies particularly when the event is open to the general public.
- (4) Violations of clause 11 (2) or (3) shall entitle MFE to demand the full participation fee, and to immediately blocking and deletion of the digital exhibitor profile. The Exhibitor has no claim for damages.

12 Advertising

- (1) The digital exhibitor profile is only available to the Exhibitor for advertising purposes for the goods exhibited/presented by it.
- (2) For specific advertising measures possibly on the trade fair grounds or in their immediate vicinity, the event website and digital event platform Exhibitors may contact

Messe Frankfurt Medien und Service GmbH
Advertising Service Team
Ludwig-Erhard-Anlage 1
60327 Frankfurt am Main
Germany

Phone: +49 69 75 75-56 46

E-Mail: advertising.services@messefrankfurt.com

- (3) The following advertising measures are not allowed:
 - Advertising measures which violate the relevant laws and regulations, technical regulations
 - or standards of public decency;
 - which include ideological or political themes;
 - third-party advertising and references to suppliers, customers and other companies;
 - publicity for other fairs and exhibitions which are considered to be competitive events;
 - which violate the regulatory requirements and arrangements, in particular those of the fire department.
- (4) The use of the MFE trade show logo or the event logo requires the written approval of MFE.
- (5) The Exhibitor is obliged to pay in full all applicable license and other fees and expenses (GEMA (Society for Musical Performing and Mechanical Reproduction Rights), artists' social security fund, foreign resident tax)

incurred for any musical or other performances it presents, and using any type of sound or image carrier.

If the Exhibitor fails to register or pay any applicable license and other fees and expenses, it indemnifies MFE from any claims by third parties that may be made as a result of its negligence.

- (6) MFE has the right to remove any unauthorised advertising or stop any advertising methods without consulting the Exhibitor and without resorting to legal assistance, and to remove this at the Exhibitor's expense.

13. Content and materials on the digital exhibitor profile

- (1) The contents and materials (texts, images/films, online presentations, advertising, etc.) included in the digital exhibitor profile are protected by copyright, trademark and other German and international legal regulations. The rights of use and exploitation are held by the respective exhibitor or the MFE. The use or exploitation (including but not limited to hosting, distributing, modifying, executing, copying, publicly presenting or displaying) of these contents and materials is generally not permitted and requires the permission of the rights holder. The activity of the media, such as radio, television, film, daily and trade press, for the purpose of reporting is not affected by this. No claim against MFE arises from the general prohibition; the respective Exhibitor is responsible for the implementation of the prohibition in the digital exhibitor profile.
- (2) The Exhibitor has the right to create or have created images ("screenshots") of his own digital exhibitor profile, exhibits, materials and content during the event.
- (3) The Exhibitor agrees for all known and unknown types of use in all media free of charge and without any restrictions in terms of time and place that MFE or third parties commissioned by MFE are entitled to take screenshots of his digital exhibitor profile and/or of exhibits, content and materials within the framework of the event, including the integration of his company logo or trademarks protected by him, 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 Group, both non-commercially and commercially, to process them and to reproduce, distribute, exhibit, make them publicly accessible and archive them, also in processed form.

14. Design Protection and the Fight Against Piracy

- (1) It is the responsibility of the Exhibitor to secure the relevant exhibits against violation of the protection regulations.
- (2) Exhibition protection for inventions to be registered as patents is not covered by the application under clause 14 (1) above. It is the Exhibitor's responsibility to have its inventions registered in good time prior to the event with the German Patent Office (for the Federal Republic of Germany) and/or under the European Patent Convention, the European Patent Office, as follows:

German Patent and Trade Mark Office

Zweibrückenstrasse 12
80331 Munich
Germany
Phone: +49 89 21 95 0
Fax: +49 89 21 95 22 21

European Patent Office

Bob-van-Benthem-Platz 1
80469 Munich
Germany
Phone: +49 89 23 99 0
Fax: +49 89 23 99 44 65

- (3) The Exhibitor makes a binding and irrevocable declaration that the products exhibited by it are its own creation or that they are admissible copies or imitations of other suppliers or other third parties. The Exhibitor also undertakes to respect the privileged property rights of third parties. If any such infringement of property rights is brought to the Exhibitor's attention in an orderly manner while participating in the event, the Exhibitor undertakes in advance to remove the affected products from the stand.
- (4) The Exhibitor explicitly acknowledges that MFE is entitled to exclude the Exhibitor from further participation in the current or future events without any refund of the participation fee upon breaching this obligation and the requirements being met in accordance with clause 15 (1) of the Terms and Conditions.

15. Exclusion of Exhibitors

- (1) If, through a legal decision by a German court (judgment, decision), an Exhibitor has been prohibited from offering products and services or from making advertising presentations of the same and if the Exhibitor refuses to comply with the legal decision and to cease offering products and services or making an advertising presentation on its digital exhibitor profile, MFE can exclude the Exhibitor from the current event and/ or from future digital and/or non-digital events, as long as the legal decision has not been set aside in a subsequent decision by a court of appeal. In this case, there will be no refund of the participation fee (in whole or in part). MFE is not obliged to check the correctness of the legal decision. There is no legal right to exclusion of the Exhibitor affected by the legal decision.
- (2) If a legal decision in accordance with paragraph 1 above should be set aside at a later date by a court of appeal, the Exhibitor correctly excluded on the basis of the earlier legal decision has no right to damages from MFE.
- (3) Furthermore, MFE is entitled to exclude an Exhibitor from the current event if the Exhibitor breaches the domiciliary rights or the terms of use of the event platform of MFE or there are other reasons which justify instant termination of the participation contract. In this case, there will be no refund of the participation fee (in whole or in part).

16. Liability

- (1) MFE will assume unlimited liability for any damage sustained by the Exhibitor only if such damage was caused by its intentional or grossly

negligent conduct. In case of slightly negligent breaches of duty, MFE will be liable only in case of breach of one of its essential contractual obligations (cardinal obligation). Cardinal obligations are contractual obligations, the very fulfilment of which is deemed to be necessary for due and careful performance of the contract and on the observance of which the contracting party does and may regularly rely on. In this case, the liability of MFE will be limited to the predictable, direct damage to the Exhibitor that is typical for this type of contract. This also applies to breaches of duty by legal representatives and/or vicarious agents of MFE. Liability due to culpable injury of life, limb and health shall remain unaffected by this limitation of liability.

- (2) MFE does not assume any responsibility for content, data or information provided by the Exhibitors and all liability in connection with any of the above is excluded. In particular, MFE does not guarantee that this content is applicable, fulfils a specific purpose or could be used for said purpose.
- (3) MFE will endeavour to keep the event platform and the services accessible via it constantly available, but accepts no warranty for this. Claims for damages due to a technical failure or other operational disruptions are excluded. In particular maintenance, security or capacity concerns, and events which are not within MFE's sphere of influence (such as disruptions to public communications networks, force majeure etc.), may lead to unavoidable disruptions or to the temporary suspension of the event platform or the services which can be reached via it.
- (4) Without prejudice to the provisions of clauses 16 (1) to (3), MFE excludes liability for the following damages:
 - Property or financial losses;
 - Damages due to loss of profit, loss of turnover, loss of use or loss of data.
 - Reimbursement or damages in connection with the Exhibitor's inability to use the services.
- (5) This does not affect liability under the provisions of the German Product Liability Act (Produkthaftungsgesetz).
- (6) MFE must be notified in writing of any damages immediately.

17. Statutory and Regulatory Provisions

- (1) Provisions laid down in the Ordinance on Working Hours, the Maternity Protection Act and the Youth Employment Act are to be observed, as long as individual provisions are not set aside by so-called market privileges.
- (2) The provisions of the Industrial Code (Gewerbeordnung, GewO) and in particular the current version of Title IV 'Messen, Ausstellungen, Märkte' (trade fairs, exhibitions, markets) must be observed.

18. Assertion of Claims

Exhibitors' claims must be made no later than 14 days after the end of the event, in writing to MFE. Claims made later will not be considered and will lapse (exclusion period).

19. Written Form, Conflicting Third-party Purchasing or Order Conditions, Place of Performance and Jurisdiction, German Law

- (1) MFE reserves the right to require all amendments and supplements to these Terms and Conditions or derogations to be in writing. Oral agreements must be confirmed in writing by MFE to be valid.
- (2) Regulations contained in the Exhibitor's purchasing or order conditions that contradict the agreements of these Terms and Conditions, Terms of Use of the event platform, event-specific special provisions or the house rules at MFE, are ineffective if MFE has not explicitly acknowledged in writing the Exhibitor's individual deviations.
- (3) The Contracting Parties expressly agree to Frankfurt am Main as the place of performance and jurisdiction for all claims and legal disputes arising from this contract, to the extent that said parties are merchants, legal entities under public law or special funds under public law. The same applies if one Contracting Party has no general place of jurisdiction in Germany.
- (4) Alternatively, the special place of jurisdiction of the place of performance within the meaning of Sec. 29 of the German Civil Procedure Code (Zivilprozessordnung) is agreed, which results from the nature of the contract under which rent is payable at the location of the property.
- (5) The court of jurisdiction at Frankfurt am Main also applies to the case of disputed dunning procedures. Once the dunning procedure takes the form of legal proceedings and the competent law court of the general place of jurisdiction of the debtor assumes the case, application is to be made for transfer to the competent law court in Frankfurt am Main.
- (6) In addition, each Party shall be entitled to sue the other at its residence or place of business.
- (7) If any provision of these conditions should be invalid, such invalidity shall not affect the validity of the remaining provisions. The Contracting Parties undertake to replace the invalid provisions with valid provisions that correspond to the economic purpose of the ineffective provisions.
- (8) For the interpretation of the Terms and Conditions and all other conditions, the German text and German law shall prevail.