



STIPULATIONS/TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF PARTICIPATION

1. Application and acceptance

The contract on the rental of booth space and the exhibitor's participation at the respective exhibition or event shall come into effect once Freiburg Management and Marketing International GmbH (FMMI) or Solar Promotion International GmbH (on behalf of FMMI) accepts the exhibitor's application. This gives the exhibitor the right to use a subsequently allocated booth space at the time of the exhibition within the scope of the law, public safety considerations and the right to participate in the exhibition. For the protection of event participants, additional requirements such as pandemic-related hygiene measures, distancing rules etc. may be imposed on the exhibitors at a later point in time. Such requirements must not, however, exceed what is perceived to be reasonable for the exhibitor unless they are imposed on the basis of an official order. The exhibitor shall have no claim to a specific type of exhibition booth or a specific location. When assigning the exhibition booths, FMMI shall make every effort to take the exhibitor's wishes into account. Certain exhibits may not be approved, and admission may be made subject to certain conditions. Provisos, conditions and special requests stipulated by the exhibitor (e.g. in terms of the location of the booth, the exclusion of competitors, and the booth structure and design) shall only be binding if this was expressly confirmed when the application was accepted. Companies which have not met their financial obligations towards FMMI, e.g. from previous events, or which have breached the Terms of Participation at previous The smarter E events may not be admitted. FMMI may withdraw from the contract or terminate the contractual relationship without notice if the application is accepted on the basis of incorrect or incomplete information provided by the exhibitor or if the exhibitor does not meet the admission requirements at a subsequent point in time.

2. Rental of booth area, terms of payment

Please see page 3 of the application for the booth area rental prices. Each square meter or part thereof shall be charged in full. The floor space shall generally be calculated as if it were rectangular, without taking into account any projections, beams, service connections, etc. An invoice for the booth rental fee shall be issued once the booth has been assigned. This invoice confirms the exact booth size and is due for payment immediately within 14 days after receipt of the invoice. The invoiced amount shall be based on the size and booth type specified in the application. It is only possible to subsequently amend the billing address by notifying the organizers of such a change in writing before the invoice has been issued. After the invoice has been issued, changes shall incur a processing fee of €150 per amendment and per invoice. In order to occupy exhibition space, the exhibitor must pay the booth rental fee (and any fee for the admission of co-exhibitors). If the exhibitor has fallen behind with its payments and fails to meet its payment obligations even after FMMI has given it a five-day extension, FMMI may choose to withdraw from the contract or assign the exhibitor a different booth location with the same type and size of booth. FMMI is entitled to assert its statutory landlord's lien in order to secure the payment of obligations arising from the rental agreement. If the exhibitor does not meet its payment obligations, FMMI may retain the exhibited items and booth equipment and sell them by public auction or in the open market at the expense of the exhibitor. To the extent permitted by law, the statutory regulations regarding the sale of securities shall be waived. The exhibitor must keep FMMI informed at all times about the ownership status of objects to be or being exhibited. FMMI shall not accept any liability for damage to retained exhibition goods and booth equipment, unless it was caused as a result of FMMI acting with intent or gross negligence. If the exhibitor has ordered services from FMMI, FMMI may refuse to provide services which have not yet been paid for (including listing the exhibitor's data in media publications) until the exhibitor meets its financial obligations towards FMMI, in particular those arising from previous events.

3. Additional costs

In the online exhibitor list all the exhibitors shall be listed using the information provided in the application form. If the application is made by July 15, 2022 company name and booth number shall also be listed in the printed Event Guide. Any changes to this information shall require the approval of FMMI. The standard listing shall cost €175, irrespective of whether the company is listed in the printed Event Guide. Further listing and advertising options shall be offered to the exhibitor separately and details shall be made available on the website → www.TheSmarterE.com.br and the websites of the individual exhibitions. The information provided on the application under "Product groups" shall be used for the purpose of publishing the exhibitor's details in the online exhibitor list. Up to five categories shall be included in the standard listing in the online exhibitor list; a fee of €50 shall be payable for each additional category.

4. Technical services

The costs of the energy supply equipment and other ancillary services (gas, water, additional electricity and sanitary and telecommunications connections, etc.) provided at the request of the exhibitor shall – if desired – be disclosed to the exhibitor in advance and shall be settled directly between the exhibitor and Aranda (national Exhibitor; international Exhibitor will be invoiced from FMMI). Requests for such connections and supply lines can only be considered if they are received by Aranda no later than six weeks before the start of the event. Only service partners named by FMMI/Aranda may be appointed for the provision of electricity and water installations, security services, cleaning personnel and machinery such as cranes, fork lift trucks and working platforms. An invoice shall generally be issued for the advance payment for services around eight weeks before the start of the event. The cost of technical services provided by Aranda shall be settled directly between Aranda and the exhibitor (for national exhibitors; international exhibitors will be invoices by FMMI) and must also be cancelled with Aranda. The order forms for technical services and additional services shall be available online from May 2022 via the Exhibitor Cockpit.

5. Exhibitor badges and Exhibitor Cockpit

The exhibitor shall be given an appropriate number of exhibitor badges free of charge for use during the exhibition in which it is participating. Exhibitor badges shall be issued once the booth rental fee and fee for the admission of any co-exhibitors have been paid and must be ordered by the exhibitor itself. Exhibitor badges are non-transferable and must not be given to third parties, e.g. to people or companies wishing to sell goods or provide services on the exhibition grounds without the authorization of FMMI or Aranda. Exhibitor badges and additional services provided by The smarter E South America and the individual events may be booked via the Exhibitor Cockpit. The required access data shall be sent to the contact named under 1 b) on the application.

6. Allocation and use of the booth

6.1 Booth assignment and floor plan

FMMI may also make subsequent changes to the allocation of space, in particular to the exhibition space allocated to the exhibitor in terms of location, dimensions and size, if doing so is necessary for safety reasons, for reasons of public order – for instance on account of additional pandemic-related requirements – or because the exhibition in question is oversubscribed and additional exhibitors have to be admitted to the exhibition, or because changes to the allocation of space are needed in order for the areas and rooms required for the exhibition to be used more efficiently. Such subsequent changes must not, however, exceed an extent perceived to be reasonable for the exhibitor. If the subsequent changes result in a reduced booth rental fee, the difference must be reimbursed to the exhibitor. The exhibitor shall not be entitled to make any further claims against FMMI. If the location, dimensions or size of the exhibition space rented by the exhibitor is subsequently amended by an extent no longer perceived to be reasonable for the exhibitor, the exhibitor may withdraw from the contract within one week of receiving written notification by FMMI or Solar Promotion International GmbH (on behalf of FMMI). FMMI is entitled to change the allocation of the other booths, in particular the neighboring booths, amend the location of the entrances and exits to the exhibition grounds and halls, and make any other reasonable changes. Claims may not be made against FMMI as a result of any such changes.

6.2 Booth design, two-story booths

The exhibitor is responsible for fitting out its booth. When designing the exhibition booths, booth perimeter walls to neighboring booths and floor coverings are mandatory. Individual booth constructions which are not built via Atto Stands need to be approved by Aranda. The construction height may not exceed 6 meters. The Exhibitor's products must not exceed that height. Booths under the mezzanine must not exceed 3m from the pavilion floor. The Exhibitor's products must not exceed that height. Booths that reach above 3.5 above the pavilion floor must have a clearance to neighbouring booths (please see diagram on our website → www.TheSmarterE.com.br). Walls that exceed 2.2m facing a neighbouring booth must be finished with a material compatible with the rest of the booth, and with no advertising. Under no circumstances should an island booth be completely walled to the facing lanes. At most 30% of linear length should be walled on each side of the booth with 6m maximum height. Structures and equipment must be positioned within the booth perimeter such that they do not impinge on neighboring exhibitors. All materials used must be flame retardant. Two-story Booths or mezzanines are not allowed. Carpets: They must be fixed directly onto the pavilion floor with double-sided tape (3M ref.4880) and must be removed at the end of the event. Glue is not allowed in this case, and failure to comply will be fined €13.00/m².



6.3 Staffing, setting up and dismantling the booths

Throughout the exhibition and during the predefined hours, all booths must be properly fitted out and staffed with specialized personnel. The exhibitor is not permitted to remove exhibited goods and dismantle its booth before the end of the exhibition; if this regulation is violated or the exhibitor does not attend, FMMI shall be entitled to impose a contractual penalty on the exhibitor of 25% of the booth rental fee, but not less than €500. FMMI may exclude the exhibitor from participating in future The Smarter E events if the exhibitor does not keep its booth staffed during the daily exhibition hours, exhibits a range of products or services not approved of by the organizers, leaves its booth early or breaches the general terms and conditions of participation in any other way. The right to terminate this contract for extraordinary circumstances and the right to seek compensation for any resulting damages caused to FMMI shall remain unaffected by this.

6.4 Using the booth outside of the exhibition hours

The use of the exhibition booth outside of the exhibition hours (e.g. for meetings or booth parties) requires the express written consent of FMMI/Aranda; FMMI/Aranda must be advised of such wishes in writing at least six weeks before the event. The costs of any additional hall security required as a result shall depend on the booth size and number of people present, and must be covered by the exhibitor. The booth may be used until 9:00pm at the latest.

6.5 Restrictions on the exhibitor's use of the booth

If the exhibitor is unable to use its booth space or if its use of the booth is restricted as a result of it having violated statutory or official regulations or provisions stipulated in the general terms and conditions of participation or Technical Guidelines, the exhibitor shall still be required to pay the booth rental fee in full and to compensate FMMI for any damage caused by its conduct and that of its legal representatives or vicarious agents; the exhibitor shall not be entitled to withdraw from or terminate the contract unless such a right is compulsory by law.

7. Co-exhibitors and shared booths

The exhibitor is not permitted to sublet the booth assigned to it in full or in part or to swap it or give it to third parties in any other way. If the exhibitor wishes to share the booth with a co-exhibitor, it must request this using the applicable form available at → www.TheSmarterE.com.br. Co-exhibitors are defined as exhibitors that share a booth with the main exhibitor (main lessee) but have their own staff, products and services. Co-exhibitors also include consolidated companies and subsidiaries. If the request to share the booth with a co-exhibitor is approved, a co-exhibitor fee of €250 shall be charged, plus additional mandatory fees. The organizer is entitled to withdraw its approval of co-exhibition for good cause. Good cause exists in particular if the main exhibitor withdraws from its contract with the organizer or does not participate in the exhibition or event for other reasons. If a main exhibitor accepts a co-exhibitor without prior approval from the organizers, the organizers shall be entitled at their own discretion to demand the immediate removal of the unapproved co-exhibitor, or to terminate their contract with the main exhibitor without prior notice after having issued a warning to no effect and to have the booth cleared at the main exhibitor's expense. The exhibitor shall remain obliged to pay the agreed booth rental fee in full. However, the organizer may also allow a previously unapproved co-exhibitor to participate on the day of the event. In this case, the co-exhibitor fee will be raised to €450. Additional services and services for co-exhibitors may only be booked by the main exhibitor and invoices for such services shall only be issued to the main exhibitor. No contract shall be concluded between FMMI and the co-exhibitor. The main exhibitor is responsible for informing its co-exhibitors in good time about the relevant booking options. The exhibitor must ensure that its co-exhibitors and the additional companies it represents observe the Terms of Participation, the Technical Guidelines and the instructions issued by the exhibition management. The exhibitor shall be held liable for any culpable acts committed by its co-exhibitors and additionally represented companies to the same extent that it is held liable for its own culpable acts. It is not possible for multiple exhibitors to jointly rent a shared booth.

8. Notification of defects

The exhibitor must make any complaints concerning any defects to the booth or exhibition space to FMMI in writing immediately after taking possession of the booth and no later than the final set-up day, so that FMMI can rectify these defects. Any complaints made after this date shall not be considered and shall not entitle any claims to be asserted against FMMI.

9. Withdrawal/cancellation of the contract

Each application is binding. The exhibitor may only withdraw from the contract for reasons prescribed by law. If no such reason exists, FMMI may – but is not obliged to – cancel the application at the exhibitor's request. FMMI may choose to only cancel the exhibitor's application if it is possible for the rented booth to be leased to another exhibitor. In such an event, FMMI shall not be entitled to receive the booth rental fee

from the exhibitor. If it is not possible for the booth to be leased to another exhibitor, FMMI may – in the interest of preserving the overall image of the exhibition – move another exhibitor to the unoccupied booth or fill the booth in another way. In such an event, the exhibitor shall not be entitled to request a reduction in the booth rental fee. FMMI has the option of charging a flat-rate compensation fee (cancellation fee). The actual cancellation fee charged shall depend on when FMMI receives (written) notification from the exhibitor that it wishes to withdraw from its binding application or from the concluded contract:

Date on which the notification from the exhibitor is received by FMMI	Cancellation fee as a % of the fees and payments to which FMMI is entitled during the execution of the contract
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Up to and including December 31, 2021	10%
After December 31, 2021	25%
After February 28, 2022	50%
After April 30, 2022	100%

If the exhibitor can prove that FMMI has not incurred any damage or has only incurred damage which amounts to less than the cancellation fee, the compensation payable by the exhibitor shall be reduced accordingly. Besides the cancellation fee, the exhibitor has to compensate for the costs resulting from the contracts already awarded on its instruction. Any costs incurred for the decoration or furnishing of the unoccupied booth shall be borne by the exhibitor. FMMI may withdraw from the contract if the exhibitor breaches the obligation arising from this contract to respect the rights, objects of legal protection and interests of FMMI and if FMMI can no longer be expected to adhere to the contract. In such cases, besides being permitted to withdraw from the contract, FMMI may also demand that the exhibitor pays a fixed amount of compensation amounting to the agreed booth rental fee. FMMI's right to demand additional compensation shall remain unaffected by this. The exhibitor may request that the fixed amount of compensation be reduced if it can provide evidence that FMMI has only incurred less damage.

10. Force majeure, cancellation of the event

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

11. Advertising activities and events run by the exhibitor

The exhibitor may only carry out advertising activities at its own exhibition booth. The exhibitor is prohibited from conducting promotional campaigns in the gangways and public areas. Games of chance, tombolas and prize draws as well as raffles requiring the purchase of a ticket are only permitted if they are carried out in line with current legislation. In the event of the culpable violation of this provision, the exhibitor shall be obliged to indemnify the organizers against claims made by third parties and – if these activities are continued despite warning notice being issued by the organizers – to pay a contractual penalty to the organizers. The contractual penalty shall amount to between €100 and €2,000 per day of the exhibition on which the activity was carried out; it shall be imposed in this context at the reasonable discretion of the organizers and its fairness may be verified by the competent court. Any further claims made by FMMI shall remain unaffected by this. Events held outside of the exhibition grounds are prohibited during the exhibition hours if they keep visitors away from attending The Smarter E South America events. Such events include receptions, parties, plant tours and other company/site visits. In cases of doubt, the exhibitor must agree any events with FMMI in advance. If FMMI decides that an event as defined above is being organized, the exhibitor must refrain from running such an event. If the exhibitor violates the above obligations, Aranda (in the name of FMMI) shall be entitled to do the following at its own discretion: To immediately shut down the exhibitor's booth and/or ban the exhibitor from re-entering the premises and/or FMMI shall prohibit the exhibitor from exhibiting at the next The Smarter E South America. The exercising of these rights shall not release the exhibitor from the payment obligations arising from the booth rental agreement.

12. Advertising activities run by the organizers

By participating in the exhibition, the exhibitor agrees to allow photos of its exhibition booth or exhibits on display, including any brands and other company labels found on such items, taken by or on behalf of the organizers to be used by The Smarter E South America events for advertising and communication purposes. The organizers of The



smarter E South America – FMMI and Solar Promotion International GmbH – may, individually, use the name and company logo of the exhibitor in any given format (brochures, Exhibition Guide, advertisements, posters, website, etc.) for the purposes of advertising campaigns aimed at visitors and exhibitors for The smarter E South America events. The exhibitor shall provide an electronic file containing its logotype and logo for this purpose.

13. Photographs, films, video recordings and sketches

Only persons duly authorized by FMMI/Aranda and issued with a valid permit by FMMI/Aranda may film, photograph, produce video recordings and make sketches inside the exhibition halls. The exhibitor must not take photographs or produce other recordings of booths belonging to other exhibitors under any circumstances. In the event of this provision being breached, FMMI may demand that the recorded material be surrendered and can take legal steps to achieve this. Also, if it is verified that images of the event have been misused by the exhibitor, the exhibitor will be held liable to pay indemnity on that misuse to FMMI. FMMI may arrange to have photographs, sketches, film and video recordings taken and made of the exhibition, the booths and exhibition goods, and may use these for advertising purposes or general press publications.

14. Rights of third parties

14.1 Online publications produced by the exhibitor

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

14.2 Conduct towards other exhibitors

FMMI expects the exhibitor to respect the industrial property rights of the other exhibitors. If it is proven to FMMI by a court ruling that the exhibitor has violated the industrial property rights of another exhibitor by means of its published exhibitor information (Fig. 14.1), exhibits, printed publications, advertising or in any other way, FMMI may – but is not obliged to – temporarily or permanently remove and, if applicable, take into safekeeping until the end of the exhibition the exhibition goods, exhibitor information, printed publications and promotional material violating the industrial property rights, close the infringing party’s booth and/or expel the infringing party and its personnel from the exhibition grounds. FMMI shall also be entitled to exclude the infringing party from future exhibitions. If such measures are proven to be unjustified, no claims for compensation may be asserted against FMMI, unless FMMI is found to have acted with gross negligence or intent.

14.3 Indemnification, claims for compensation

If the cases outlined in Fig. 14.1 and 14.2 above arise, the exhibitor shall also – at the first request to do so – defend and indemnify FMMI and release and hold it harmless from any resulting damage and claims for compensation asserted against FMMI due to the violation of the rights of third parties. The exhibitor shall not be held liable for damages if it can provide evidence that it was not in any way responsible for the violation of the third-party rights.

14.4 Entry requirements, Residence regulations

The offer by the organizer of The smarter E South America with respect to booking booth space does not release the customer from the obligation to inform himself, fully and promptly, about the relevant requirements for entry into the Federative Republic of Brazil, in particular with regard to the possible requirement for a visa. The organizers of The smarter E South America shall not assume any responsibility if the customer suffers detriments arising out of non-compliance with applicable entry requirements regulations.

15. Liability, insurance

FMMI shall assume liability in the event of it culpably breaching any of its essential contractual obligations in accordance with the statutory regulations. However, provided it has not acted with gross negligence or intent, it shall only be liable for typically occurring, foreseeable damage. In all other cases, FMMI shall be liable if damage has been caused by one of its legal representatives or senior vicarious agents intentionally or through gross negligence. In the event of damages resulting from bodily injury or harm to a person’s health, liability shall be determined in accordance with statutory regulations. Claims for compensation arising from breaches of duty shall be excluded in all other cases. The exhibition management recommends that the exhibitor take out exhibition insurance, which can optionally also cover the transportation of exhibition goods to and from the exhibition, and liability insurance covering personal injury and damage to property.

16. Limitation and cut-off periods

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

17. Data protection

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

18. Miscellaneous provisions

Any verbal agreements, individual licenses and special arrangements shall only apply once they have been confirmed in writing by FMMI. This contract shall be governed by German law in what is applicable. The Technical Guidelines of Aranda also apply. The place of jurisdiction for any legal disputes arising in connection with this contract is Freiburg im Breisgau, Germany. At FMMI’s discretion, legal action may also be brought against the exhibitor in its registered place of business. If any part of the Terms of Participation or Technical Guidelines is ineffective or incomplete, this shall not affect the validity of the other provisions of the contract. In such an event, the parties agree to replace the ineffective provision or fill the gap with a provision which best achieves the commercial purpose being pursued by the parties.