

General Business Terms and Conditions – Wörthersee Gravel Race

Status: January 10th, 2024

RULES AND PROVISIONS FOR THE EXPO EXHIBITORS

The Approval of the Exhibition Terms and Conditions

These Rules and Provisions for the Expo Exhibitors ("Expo-Rules") shall apply for the Wörthersee Gravel Race event that is organised by JR Sport & Event Consulting KG, Primus-Lessiak-Straße 26/7, 9500 Villach, ("the Organiser") in Velden am Wörthersee. These Rules shall be binding for the Exhibitor referred to in the Exhibitor Application form. These Expo Rules and Provisions shall form a binding contract only after the Organiser has approved the information provided in the application form and has accepted the Exhibitor Application.

Availability

Although the applications are generally accepted on a first come – first serve basis and their acceptance is subject to availability, the Organiser further reserves the right to either accept or reject any application for any exhibition space for any reason at their discretion. Meeting of the requests concerning the stands, i.e. the exhibition space, cannot be granted. The Organiser reserves the right to relocate the exhibitors' stands at their discretion in the interest of a better presentation of the exhibitors or for any other reason.

Transfer Ban

The exhibitors may not transfer their rights or obligations under the Expo Rules. The exhibition space may not be transferred to third parties or companies. The exhibitors may not transfer, share, assign or sublease their exhibition space or any part thereof. The exhibition space shall serve for the exhibition of the exhibitors' products or services only. Any assignment, transfer, sublicense or commissioning that violates of these Expo Rules shall be ineffective *ab initio*.

Selling Products

Permitted Brands

The Exhibitor shall provide the Organiser with a written description of all their planned activities, samples/products and giveaways in their Exhibitor Application form. This specification is subject to prior written approval of the Organiser. Without the Organiser's prior written approval, the Exhibitor may neither sell nor offer specific categories of products and services. Each brand is subject to a prior Organiser's approval. The Exhibitor is not authorised to offer Wörthersee Gravel Race products. To avoid doubt, the Organiser reserves the right to review the product range of each Expo participant and remove any participant violating the Organiser's rules of sale.

Security

The Organiser shall not be responsible for the security of the exhibition, Exhibitor's exhibits and/or items against theft, fire, accidents, or any other case before, during or after the Expo. The Exhibitor is familiar with the fact that the Expo can be held outdoors and is responsible for the safety of their stand in harsh weather conditions. Although the security personnel may possibly be present outside the Expo times, the Exhibitor shall assume responsibility for any of their property and possession. The Exhibitor agrees to take the required measures to ensure the security of the exhibition material, the goods, etc., before, during and after the Expo.

Forbidden Products and Activities

The Organiser reserves the right to remove the Exhibitor and their exhibit material from the Expo should the Organiser find the Exhibitor's activities or presentation inappropriate or harmful to the Organiser or the professional level of the Expo. The Organiser reserves the right to prevent the

Exhibitor from exhibiting, retaining or promoting products within the Expo area, which the Organiser reasonably deems harmful to the event, the venue or any third party.

Vehicles

Except when required for the purpose of setting-up, breaking down and delivery activities, no cars or vans ("vehicles") are allowed in the Expo area without prior timely request by the Exhibitor and written approval of the Organiser. A vehicle may only be a part of a stand or serve as an exhibit if granted the required approval by the Organiser. The Organiser shall remove any unlawfully used vehicle from the exhibition area. Furthermore, the Organiser will not tolerate such vehicles on any other part of the venue, with an exception of a prior contractual approval or any other written form.

Late Arrival

Suppose the Exhibitor is expected to arrive at the venue after the time specified by the Organiser for the arrangement/setting up of the stand ("Late Arrival"). In that case, the Exhibitor must inform the Organiser immediately. In case of late arrival, the Organiser reserves the right: (a) to assign the Exhibitor's exhibition space to a third party in order to ensure a professional appearance of the Expo (among other things, to have a continuous set of exhibition spaces on each day of the Expo (no gaps)) and to assign the Exhibitor who arrives late a replacement space, and or (b) to request from the Exhibitor to set up/arrange the exhibition space for the specific day only after the Expo closes.

Break-down; Debris and Garbage Disposal; Responsibilities

The Exhibitor is obliged to remove any exhibits and materials after the Expo by the time specified by the Organiser. The exhibitor must leave the exhibition area clean and free from waste. If the Exhibitor fails to act accordingly, the Organiser reserves the right to (a) request a reasonable garbage disposal fee (whereby the Exhibitor hereby agrees to pay for it) and/or (b) limit or terminate the Exhibitor's rights to participate in the future Expo events. Packing or breaking down of exhibits before a scheduled period is not permitted.

Insurance

The Exhibitor must maintain general third-party liability insurance for business purposes and cover all relevant costs. The insurance amount and coverage must be reasonable in relation to the assumed risk in the Exhibitor's performance of their activities. Upon request, the Exhibitor is obliged to provide the Organiser with proof of such insurance.

Indemnification

The Exhibitor agrees to indemnify, defend and hold harmless the Organiser and any affiliated company, successor and owner, director, employee, partner, manager, representative and agent of the Organiser and of any such affiliated company and successor against any claims, causes of action, losses, damages, injuries, deaths, dangers, liabilities, actions, proceedings, settlements, judgments, awards, penalties, taxes, court fees, charges (including, but not limited to, any attorney's fees, legal fees, appraisal fees, accounting or advisory fees), costs or expenses, whether direct or indirect, relating to or in connection with (a) the operation, use, installation, break-down, overuse or maintenance of the Exhibitor's exhibition space (including, but not limited to, personal injury or death, loss, damage, theft or destruction of property in connection with this exhibition space); or (b) any violation of the Expo Rules by the Exhibitor.

Limitation of Liability of the Organiser

The liability of the Organiser for any loss, injury or damage to property or work resulting from or in connection with these Expo Rules and any other claims shall be limited to the actual payment in Euros that the Organiser charged to the Exhibitor for the exhibition space. Notwithstanding anything to the contrary in these Expo Rules, the Organiser shall not be liable for any lost profit or special, indirect, consequential or punitive damages. The limitation of liability contained herein applies to any matter for which the Organiser may otherwise be liable under or in connection with the Expo or

these Expo Rules, whether the claim is in the form of a contract, tort or otherwise. This limitation of liability is cumulative and aggregated with all payments for claims or damages in connection with the Expo or these Expo Rules so that it could be determined when the liability limit is exhausted. The liability limit shall not be increased by the existence of one or more claims.

Prices

Exhibitor prices are visible on the website and accepted when submitting the exhibitor application..

Cancellations/Changes

The Exhibitor must make any cancellation in writing. If the Exhibitor fails to appear at the Expo after the booking, a penalty of € 400 plus VAT will be charged.

Other Changes

Should an event (especially in the case of an event of force majeure) prevent the Organiser from organising the Expo (except for gross negligence or misconduct on the Exhibitor's side), the Organiser will not charge the agreed amount. Provided that the Organiser determines, for any reason, that the location of the Expo needs to be changed or the Expo relocated, no refund will be made. However, the Organiser shall assign the exhibitor another exhibition space instead of the original exhibition space, which the Organiser considers appropriate. The Exhibitor undertakes to use this space in accordance with these Expo Rules. Except as expressly provided for in the Expo Rules, the Organiser shall not be financially or otherwise liable if the Expo is cancelled or moved to another location or scheduled for another time.

Binding Effects; No Third-Party Rights

The Expo Rules are binding for the Exhibitor and their successors and permitted assignees (or their successors and assignees, if any) as well as for the Organiser and their successors and assignees and enter into force for their benefit. Subject to the immediately preceding sentence, no third party shall have any rights or remedies under or in connection with the Expo Rules and will not receive such rights or remedies.

Settlement of Disputes

The Expo Rules (and the accompanying Expo Exhibitor Application) shall be governed by and construed in accordance with the laws of the country in which the Expo is planned to take place. Any dispute or disagreement between the parties in connection with either the interpretation of this Agreement or the performance or non-performance thereof shall be settled by direct negotiations between the parties. A binding arbitration proceeding shall be instituted if such direct negotiations are unsuccessful. In order to execute the judgment resulting from the arbitration proceeding, the arbitration ruling, or the adjudication can be entered in any court of competent jurisdiction.

Interpretation

The designations and section headings comprised in these Expo Rules are for convenience only and will not be applied or used to create or interpret these Expo Rules or any part thereof. Suppose any term, clause or provision of this agreement is invalid or unenforceable by any court of competent jurisdiction. In that case, this nullity shall not affect the validity or enforceability of other terms or conditions. Such ineffective term, clause or provision shall be construed separately from the Expo rules (Severability Clause). The Expo Rules are set out without regard to any presumption or rule that would require interpretation against the party that drafted the Expo Rules or parts thereof.

Complete Agreement; Amendments

These Expo Rules represent the entire agreement and understanding between the parties mentioned above and supersede all prior or current agreements, understandings and consents, whether written or oral, between the parties. Unless expressly stated herein, there are no promises, conditions, representations, understandings, interpretations or conditions of any kind as conditions or incentives

for carrying out this agreement or in force between the parties with respect to the subject matter of this agreement.

Acceptance of the Expo Rules

I, the signee of the Exhibitor Application, confirm by my signature to act in accordance with the Expo Rules and to consider these Expo Rules legally binding.