

## Terms and conditions for "ILA GOES DIGITAL" 2020

### I. General information

1. "ILA GOES DIGITAL" 2020 is organized by the German Aerospace Industries Association (BDLI) online. On the subpage of the website [www.ila-berlin.de](http://www.ila-berlin.de) (also referred to as the "website") exhibitors of the ILA and registered users or participants will post various contents in order to present themselves to third parties in a manner similar to the trade show.
2. The content will be available online for participants from 13 May to a maximum of 31 July 2020.
3. Participation in "ILA GOES DIGITAL" is free of charge for exhibitors at ILA and BDLI member companies.
4. Messe Berlin GmbH (hereinafter referred to as "Messe Berlin"), Messedamm 22, 14055 Berlin, was commissioned by the Organizer to offer exhibitors Media Packages and sell them in its own name in order to increase the advertising impact.
5. Companies, institutions, media, associations and research facilities etc. who wish to place content on "ILA GOES DIGITAL" agree to the following terms and conditions:

### II. Conclusion and duration of the contract

1. The organizer reserves the right to postpone the date.
2. If the event has to be cancelled for organizational or other reasons, any payment for the media packages will be refunded proportionally.

### III. Granting of rights

1. The exhibitor hereby grants the BDLI the non-exclusive, non-transferable, worldwide right to use, for the purposes covered by the contract and limited to the agreed time period, the data, logos, pictures, advertising spots, advertisements etc. made available to the BDLI in connection with the services provided by the BDLI. (hereinafter collectively referred to as "data") into the website and the other agreed media, to display them there and to publish them generally or in a closed circle of users. The aforementioned granting of rights also refers in particular to existing copyrights and ancillary copyrights to the data, the right to one's own image as well as rights to names, titles, trademarks and other signs.

2. Without being obliged to check the data, the BDLI reserves the right to refuse to publish data or to remove or edit the content of data subsequently if
  - the content of which violates laws, regulations or official orders or
  - whose contents presumably infringe the rights of third parties or
  - whose content has been objected to by the German Advertising Standards Council in a complaint procedure, or
  - the publication is unreasonable for the BDLI due to its content, origin or technical form.
3. Within the scope of the following paragraphs and within the framework of foreseeable requirements, the BDLI guarantees that the data on the website will be reproduced in accordance with the usual technical standards. However, the exhibitor is aware that it is not possible to provide a completely error-free service according to the state of the art. In particular, an error in the presentation of the data shall not be deemed to exist if it is caused by the use of unsuitable presentation software and/or hardware (e.g. browser).
4. In the event of insufficient reproduction quality of the data for which the BDLI is responsible, the exhibitor shall be entitled to faultless replacement advertising, but only to the extent that the purpose of the image and text material has been impaired. If the replacement advertising fails or is unreasonable, the exhibitor shall be entitled to a reduction in payment or withdrawal from the contract.
5. The exhibitor is not entitled to any further warranty or other claims (e.g. for damages). Defects must be reported in writing within 5 days of performance of the service. If the notification is not made within the aforementioned period, the warranty rights shall expire. This shall not apply if the BDLI has fraudulently concealed the defect or has assumed a guarantee for the quality of the item.
6. The exhibitor guarantees that he holds all rights necessary for the publication of the data provided. In particular, the exhibitor shall fully clarify with the BDLI all questions and conflicts with third parties regarding competition law, patent law, trademark law, design law, utility model law, copyright law or name law with regard to the data.
7. If third parties assert that their rights have been infringed by the use of the data, the Exhibitor shall, in the event of culpable action, indemnify the BDLI and/or Messe Berlin, which has been entrusted with the execution of the event, against all claims by third parties, in particular claims relating to copyright and personal rights violations, infringement of patent, trademark, design and utility model rights, upon first request. This includes any costs of legal defence. The Exhibitor assures that he will cooperate with the BDLI, Messe Berlin and its partners in order to defend himself against any claims by third parties.

#### **IV. Notice of Termination**

1. Ordinary termination of the exhibitor contract during the fixed contract period is excluded.
2. The right of each party to terminate the exhibitor contract for good cause remains unaffected. Good cause for the BDLI shall be deemed to exist in particular if
  - a) the exhibitor has not paid the agreed payments on the respective due date and after the expiry of a reasonable grace period;
  - b) the Exhibitor violates an obligation arising from this contract to respect the rights, legal assets and interests of the BDLI and/or Messe Berlin, who cannot reasonably be expected to adhere to the contract;
  - c) the exhibitor infringes essential rights or legal interests of contractual partners of the BDLI and the BDLI cannot reasonably be expected to adhere to this contract.

#### **V. Liability of the BDLI**

1. The BDLI shall be liable in full for damage caused by deliberate or grossly negligent conduct on the part of the BDLI, its legal representatives or executives, irrespective of the legal grounds.

The strict liability of the BDLI for compensation for initial defects shall be excluded.

2. The liability of the BDLI for simple negligence shall be excluded insofar as no essential contractual obligations have been violated. Material contractual obligations are those obligations whose fulfilment is essential for the proper execution of the contract and on whose observance the respective other contracting party may regularly rely. In the event of a breach of essential contractual obligations, the BDLI's liability for damages in cases of simple negligence shall be limited in amount to the direct average damage foreseeable at the time of conclusion of the contract and typical for the contract.
3. The BDLI shall not be liable for damage caused by measures initiated by it to maintain safety and order. If the event is restricted, cancelled or abandoned as a result of an incorrect assessment of risks, the BDLI shall not be liable for cases of simple negligence .
4. Insofar as liability is excluded or limited, this shall also apply to the vicarious agents and legal representatives of the BDLI.
5. The above exclusions and limitations of liability shall not apply in the event of culpable or negligent injury to life, body or health of persons, or in the event of express warranties of characteristics and in accordance with the Product Liability Act.

## **VI. Final provisions and place of jurisdiction**

1. The place of performance for all obligations arising from the contractual relationship is Berlin, unless otherwise specified.
2. The law of the Federal Republic of Germany shall apply. The application of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) to this contract is excluded. The German version shall be decisive for the application of the terms and conditions of business.
3. If the exhibitor is a merchant, legal entity under public law or special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, Berlin shall be the exclusive place of jurisdiction. Mandatory statutory provisions regarding exclusive places of jurisdiction shall remain unaffected by this provision.
4. Should individual clauses of these General Conditions of Participation be or become invalid, this shall not affect the validity of the remaining provisions of the contract. In this case, the invalid provision must be supplemented or amended in such a way that the intended purpose is achieved.