

1. The Business Upper Austria – OÖ Wirtschaftsagentur GmbH, Automobil-Cluster, organises so-called Supplier Innovation Days. Together with representatives of suppliers (hereinafter referred to as exhibitors) the OEM/Tier1 (vehicle manufacturers, certain suppliers) will be visited in order to offer suppliers the opportunity to present their products or innovations.
2. The application for the Supplier Innovation Day, on the basis of the pre-registration form and innovation profile, constitutes a legally binding and irrevocable offer of the exhibitor to participate. This is in any case valid until 4 weeks before the beginning of the Supplier Innovation Day.

After the application and presentation of the specified documents, a pre-selection of exhibitors is made by the OEM/Tier1 based on the submitted innovation profile. An application is therefore no legal entitlement to participation for any exhibitor. In fact, it arises only through our written confirmation. From this point on the exhibitor is obligated to participate at the Supplier Innovation Day. The Automobil-Cluster reserves the right to change the starting time, duration or program of the Supplier Innovation Day - even without giving reasons – without the exhibitors being able to derive any claims (e.g. withdrawal, indemnity) from this.

By submitting the application, the exhibitor fully accepts these conditions of participation.

3. In case of cancellation of participation, the exhibitor has to pay the Automobil-Cluster the following cancellation fees:
 - 30% of the fee according to the agreement plus statutory taxes after the written firm confirmation by the OEM/Tier 1, plus any costs for exhibition furnishings and suchlike already incurred by the Automobil-Cluster.
 - 50% of the fee according to the agreement plus statutory taxes in case of cancellation from 4 weeks on before the beginning of the Supplier Innovation Day (= set-up day, generally meaning the day before the main event) plus any costs for exhibition furnishings and suchlike already incurred by the Automobil-Cluster.
 - No fee (cancellation fee) is to be paid before the written firm confirmation by the OEM/Tier 1.
 - In case of cancellation of participation from 10 days on before the beginning of the Supplier Innovation Day (= set-up day, generally meaning the day before the main event) the full fee is to be paid plus any costs for exhibition furnishings and suchlike already incurred by the Automobil-Cluster.
4. The exhibitor is under no circumstances entitled to pass on his eligibility or exhibition booth to a third party or to grant participation to a third party. Only the three representatives of the exhibitor - or exceptionally, if the participation of more than 3 persons is explicitly granted, the agreed number of persons - registered and announced to the Automobil-Cluster are eligible to participate. The exhibitor agrees to have the enclosed declaration of consent (attachment ./.1) filled in and signed by each named participant prior to the beginning of the Supplier Innovation Day and forwarded to the Automobil-Cluster.
5. Depending on the selected exhibition booth category, the exhibitor has to pay the fee specified in the application form. All taxes, fees and charges, in particular the value-added tax, shall be borne by the exhibitor. All prices are net prices.

The fee includes the registration fee, a number of exhibitor passes (usually 3), a basic exhibition booth depending on the category and the participation in the programme as demonstrably announced. The fee does not include insurance for the items brought into the exhibition booth, the exhibition booth itself and any other equipment items or exhibits.

Obtaining the entry permit usually requires the transmission of specific information and documents to the OEM/Tier1 (e.g. registration plate,) or certificates (e.g. passport copy, ..) and/or the conclusion of a confidentiality agreement with the OEM/Tier 1. The Automobil-Cluster will announce which data and documents are involved. The exhibitor is obligated to transmit them to the Automobil-Cluster, which in turn is entitled to forward them to the OEM/Tier1 (see also section 17). On the Supplier Innovation Day or during the associated events all participants must carry ID cards.

If the exhibitor or the participants do not meet these specifications and therefore do not receive permission to entry, the exhibitor cannot assert any claims against the Automobil-Cluster or the OEM/Tier1.

6. After the Supplier Innovation Day the exhibitor receives an invoice, which has to be paid within 14 days. In case of default, an interest of 12% p.a. from the due date is agreed. The exhibitor is not entitled to refuse or set off the payment of due invoices on the grounds of counterclaims or whatsoever.
7. The Automobil-Cluster is entitled to rescind the agreement without prior notice and with immediate effect, if:
 - a) insolvency proceedings, out-of-court settlement proceedings or a liquidation against the exhibitor have in the meantime been commenced or are imminent, or
 - b) outstanding claims from previous Supplier Innovation Days still exist, or
 - c) the exhibits do not or no longer comply with the topic of the Supplier Innovation Day, or
 - d) the OEM/Tier 1 informs the Automobil-Cluster - for whatever reason - that it refuses consent to the participation of the exhibitor or withdraws its prior given confirmation.

In case of withdrawal, the Automobil-Cluster has the right, without further notice, to dispose freely of the allocated exhibition booth.

8. If the Supplier Innovation Day cannot be carried out due to force majeure, strikes, political events or other material cause, which have neither been deliberately nor negligently been caused by the Automobil-Cluster, in particular also the cancellation by the OEM/Tier 1, claims for damages whatsoever are excluded. It is the Automobil-Clusters duty to notify the exhibitor without delay if the Supplier Innovation Day will not take place.
9. The specific allocation of space as part of the Supplier Innovation Day will be decided by the Automobil-Cluster in coordination with the OEM/Tier1 and will take place in a timely manner. No participant is entitled concerning this matter.

The Automobil-Cluster provides a basic exhibition booth for the Supplier Innovation Day. If a choice between different exhibition booth categories can be made, the exhibitor has to announce his choice when applying. If possible, the Automobil-Cluster will provide the desired exhibition booth. However, the Automobil-Cluster reserves the right with regard

to availability – both in terms of the exhibition booths themselves and spatial conditions – to provide a different exhibition booth than the one chosen, to the associated fee. The specific design of the particular exhibition booth has to be carried out by the exhibitor in accordance with the specifications or in coordination with the Automobil-Cluster.

Basic installations for electricity are usually available. The exhibitor's technical requirements for the exhibition booth have to be announced in any case in a timely manner by the exhibitor, but always upon request of the Automobil-Cluster. The Automobil-Cluster will strive towards the implementation, but by no means make a firm commitment. Consequently, the exhibitor is not entitled to any specific technical equipment, but depends on the opportunities available on site and the coordination with or approval by the OEM/Tier1. If electrical and other technical connections have to be created separately, they may only be carried out by the Automobil-Cluster or the OEM/Tier 1. If necessary, the exhibitor has to reimburse the resulting costs and fees to the Automobil-Cluster.

The exhibitor may rent exhibition furnishing from the Automobil-Cluster to the associated fees, provided that the Automobil-Cluster offers this for the specific Supplier Innovation Day. Payment takes place together with the fee according to section 5.

If the exhibition booth or the exhibition furnishing is not delivered by the company commissioned by the Automobil-Cluster (short: exhibition booth construction company) or not delivered in the proper condition, the exhibitor has to report this to the Automobil-Cluster immediately. The Automobil-Cluster will then either provide the exhibitor with the contact details of the exhibition booth construction company, so that they can contact them directly, or contact the booth construction company themselves in order to have them re-establish proper conditions. If the exhibitor intends to make claims of any kind whatsoever due to the lack of or incorrect supply, the Automobil-Cluster agrees - as far as possible and in a legal permissible manner - to transfer pending claims against the exhibition construction company to the exhibitor. The Automobil-Cluster itself is not liable - except in cases of gross negligence - for such claims. In no case is the Automobil-Cluster liable for financial losses of whatever kind, in particular for lost profits and/or loss of earnings.

If the exhibition booth construction company asserts claims against the Automobil-Cluster because of a related damage, the exhibitor shall indemnify and hold harmless the Automobil-Cluster, if the damage occurred between handover and/or return of the exhibition booth or furnishing to the exhibitor or the damage is the exhibitors fault.

The exhibitor has to inform the Automobil-Cluster in a timely manner before the Supplier Innovation Day, or at the request of the Automobil-Cluster, which exhibits shall be exhibited at the Supplier Innovation Day. The Automobil-Cluster will then inform the OEM/Tier 1. If the latter does not object, the exhibitor may present the announced exhibits on the Supplier Innovation Day. Otherwise, the introduction of these items is prohibited. No exhibitor is entitled to exhibit certain exhibits. The exhibitor is responsible for the transport of the permitted exhibits and alone bears any risk or liability (both for transport as well as during the exhibition). The exhibitor is responsible for insuring his exhibits.

The Automobil-Cluster assumes no liability for theft, loss or damage of goods which have been introduced or left by the exhibitor or third parties, in particular exhibits and exhibition booth equipment items.

The Automobil-Cluster is not obliged to take out insurance policies of any kind. The Automobil-Cluster assumes no liability for parked or exhibited vehicles or any other goods of the exhibitor, his employees or contracting partners on the event premises. The exhibitor is liable for any damage caused by him, his employees, his contracting partners, his exhibits and/or equipment to persons or property (such as the exhibition booth itself, the rented furnishing, exhibits of third parties, etc.). In any case, the Automobil-Cluster is to be indemnified and hold harmless in this regard. During the assembly or dismantling period, each exhibitor has an increased duty of care to ensure the safety of his goods.

10. Driving in the exhibition halls with vehicles of any kind is only permitted with the certified approval of the OEM/Tier1. In case of special transports, timely certified approval by the OEM/Tier 1 is required. All vehicles may only be parked at the assigned areas.
11. Every exhibitor bears sole responsibility. On that note, each exhibitor has to timely determine whether he is entitled, according to the existing legal situation, to participate in the Supplier innovation Day or whether it requires permits or regulatory legal acts - of any kind - whatsoever. If necessary, the exhibitor has to make a timely effort of his own accord. Moreover, the Automobil-Cluster is not responsible or even obliged to carry out related controls or to provide appropriate information. In case of violations of the legal situation by the exhibitor, the Automobil-Cluster is in no way liable and must therefore be indemnified and hold harmless in this regard.
12. The Automobil-Cluster is not liable for a (specific) success of the Supplier Innovation Day. The Automobil-Cluster only organises this event for participating companies.

The Automobil-Cluster is not liable for financial losses of whatever kind incurred for whatever reason in connection with the preparation, execution or procession of the Supplier Innovation Day of the exhibitor himself, his employees or third parties. The Automobil-Cluster is not liable for loss of earnings or/and lost profit.

The Automobil-Cluster is only liable - except for personal injuries - if damaged has been caused intentionally or through gross negligence by him or his staff. The injured party is responsible for proving that the above condition has been met. The exhibitor cannot derive any claims whatsoever against the Automobil-Cluster from the acts or omissions by the OEM/Tier1 and/or other exhibitors as well as their staff or contracting partners. The exhibitor has to give notice concerning any deficiencies in the event promptly and in writing, waiving any rights in respect to these defects and has to give the Automobil-Cluster the opportunity for remedy of defects.

Any claims by the exhibitor have to be reported immediately in writing, otherwise they shall be forfeited.

13. No liability shall be expected for incorrect advertisements or entries in the official exhibition folder and/or other printed exhibition material (printing errors, formal errors, incorrect classification, omission, etc.).
14. The Supplier Innovation Day must not lead to a restriction or exclusion of competition between companies or to the detriment of their customers or suppliers. The Supplier Innovation Day must not be used for extraneous purposes, in particular no topics or actions that are inadmissible under antitrust law - of any kind whatsoever - are allowed. In any case, the compliance with antitrust laws has to be strictly observed. Should the

Automobil-Cluster nonetheless observe anti-competitive behaviour, it is entitled to immediately exclude the associated exhibitors from the Supplier Innovation Day. These companies are not entitled to a (further) presence and are not entitled to any claims against the Automobil-Cluster - under which title whatsoever.

15. Company signs, advertisement signs and other advertising material may only allowed affixed or distributed at the exhibition booth and may not protrude beyond the exhibition booth. The attachment of advertising boards, posters or other advertising material or the distribution of advertising material outside the exhibition booth, in particular in the parking areas, is not allowed. In case of unfair competition against other exhibitors, the Automobil-Cluster is entitled to close the exhibition booth immediately, in which case a reduction in fees and other costs is excluded. Any sale of goods or services by the exhibitor or a third party attributable to the exhibitor, even if the goods or services are not paid for during the event but at a later date, is prohibited. The free distribution of samples is permitted.
16. Pictures and films in the event area may only be taken with the explicit consent of the OEM/Tier1. Publication or distribution of pictures is only permitted with the explicit consent of the OEM/Tier1. In coordination with the OEM / Tier1 the Automobil-Cluster reserves the right to take pictures and films in the event area. The pictures as well as the data provided by the exhibitor may be used for its own and/or for general publications and distributions. In this regard, the exhibitor waives all rights to objections, in particular copyright and the Unfair Competition Act (UCA).
17. There is no hall surveillance assigned by the Automobil-Cluster during the event (including assembly and dismantling periods). The exhibitors have no legal right to demand that the organiser provides a hall and/or exhibition booth surveillance (theft protection). The exhibitor is required to take this into account when organising his participation. Any exceptional surveillance is based exclusively on the goodwill of the OEM/Tier1.
18. The processing of personal data by the Automobil-Cluster is in compliance with the applicable data protection legislation. The exhibitor acknowledges that the data disclosed by him is electronically recorded and processed by the Automobil-Cluster. Furthermore, it is explicitly pointed out that the data provided by the exhibitor must also be passed on to the OEM/Tier1. Further information on data protection www.biz-up.at/rechtliches. If the exhibitor transmits personal data of third parties (in particular data of representatives, contracting partners, employees of his company) to the Automobil-Cluster during the registration process or in the contract processing, the exhibitor is obliged to ensure authorisation to pass on this data and that the Automobil-Cluster can process, store and pass on this data to the OEM/Tier1. The exhibitor is liable for any disadvantages that the Automobil-Cluster incurs in a breach of this obligation and indemnifies and holds harmless the Automobil-Cluster in this sense.
19. This Agreement shall be governed exclusively by the laws of Austria, except the conflict of laws and the UN Convention on Contracts for the International Sale of Goods. The court and place of jurisdiction shall be Linz, Austria for both parties.
20. The invalidity of individual conditions of participation does not affect the validity of the remaining regulations. The contract will therefore not be terminated.