

Conditions of participation for the BDLI joint stand at ILA Berlin 2026

1. **Role of BDLI / relationship with Messe Berlin GmbH / ECM Expo & Conference Management GmbH**

The German Aerospace Industries Association, hereinafter referred to as the BDLI, takes on the technical and organizational implementation of joint company exhibitions on behalf of interested member companies.

The BDLI acts in its own name and is the organizer of the joint exhibition. The co-organizer of ILA Berlin 2026, Messe Berlin GmbH, hereinafter referred to as Messe Berlin, is a separate entity from it.

When participating in ILA Berlin 2026 through the BDLI, the exhibitor enters into two contracts: a rental contract with Messe Berlin GmbH for stand space, and this service contract with the BDLI for technical and organizational implementation of the BDLI pavilion. The respective terms and conditions of participation and business shall apply, which may differ from one another, particularly in their legal consequences.

For the organizational preparation and implementation of the ILA Berlin 2026, the BDLI commissions an external service provider, in this case ECM Expo & Conference Management GmbH, Berlin, hereinafter referred to as ECM. ECM is authorized to make legally binding statements on behalf of the BDLI to the applicant/exhibitor. In particular these are: confirmation of receipt of registration, stand assignment, admission to joint participation and participation costs.

2. **Registration and approval**

- 2.1 BDLI member companies are entitled to register for participation in BDLI joint company exhibitions. The member companies are hereinafter referred to as exhibitors or contractual partners. If there is more exhibition space available than required by the member companies, third-party companies from the Federal Republic of Germany and their foreign branches and agencies with exhibits that fit thematically with the joint company exhibition can be given the opportunity to register.
- 2.2 An exhibitor is registered for participation exclusively when the BDLI or the authorized implementing company ECM receives the completed and legally binding signed registration form by the registration deadline, subject to acceptance of these conditions of participation. Registration is binding, regardless of approval. Conditions and reservations for registration are not permitted and are considered invalid.
- 2.3 The minimum size required for a company stand is 10 m². The modular stand is registered with 4 m².
- 2.4 The registration deadline for the BDLI joint stand is 29 September 2026.

2.5 Registration for participation does not constitute any entitlement to approval or to a specific size of or location for the stand. In particular, the BDLI may provide a smaller stand space than the exhibitor registered for if the available exhibition space is overbooked or for other reasons.

2.6 Exhibitor approval is independent of approval by Messe Berlin GmbH. However, approval by Messe Berlin GmbH is a prerequisite for participation in the BDLI joint stand.

The applicant will typically be approved

- based on the exhibition space allocated in accordance with Section 2.5; and
- provided that the applicant fulfills the requirements stated in these conditions of participation and agrees to these conditions;
- the applicant has been approved by Messe Berlin GmbH; and
- the exhibits and stand design concept are consistent with the overall framework and overall concept of the joint company exhibition.

2.7 Companies that have not fulfilled their financial obligations from previous events may be excluded from participation.

2.8 The stand concept is in line with the BDLI brand presentation for trade fairs and is binding for all exhibitors. The desired and available locations and dimensions of the individual stands are reconciled and discussed with the exhibitors. Placement is determined by BDLI/ECM on this basis and is binding. Approval is granted along with the allocation of space.

2.9 Exhibitors will then be sent a plan showing the locations and dimensions of their stands. The BDLI shall not be liable for any dimensional differences and any resulting minor differences between the planned and actual size of the stand.

2.10 If the BDLI is forced to relocate or modify individual stands, entrances, exits, or passageways after approval due to circumstances beyond its control, no claims may be asserted as a result. If the exhibitor is assigned a smaller or larger area as a result, the fee will be reduced or increased accordingly. If the assigned space differs from the registered size by more than 20% and by more than 3 m², the exhibitor has a right of termination without notice. They must exercise this right immediately upon becoming aware of the deviation and no later than three days after. This shall also apply if the exhibitor does not participate in or use the stand, or participates in or uses the stand less than planned, provided that the reasons lie within the sphere of responsibility of the BDLI.

2.11 Registering with the BDLI creates an obligation to pay the participation fee. This obligation shall remain in force even if the exhibitor is unable to participate or is unable to participate to the desired extent, provided that the reasons lie within the exhibitor's sphere of responsibility. This applies, for example, if the exhibitor's import requests are not met or not met in full by the responsible authorities, if exhibits do not arrive on time (e.g., due to loss, transportation or customs delays) or do not arrive at all for the event, or if entry visas are not available on time.

2.12 The date of the stand inspection will be announced in advance. The exhibitor is obligated to be present. Any stands not taken over by the exhibitor or their authorized representative by this date may be disposed of at the discretion of the organizer, and the exhibitor will not be

entitled to any additional rights beyond those set out in Section 8.

- 2.13 The BDLI may revoke approval and terminate the contract without notice if it was granted based on false assumptions or information, or if the approval requirements cease to apply at a later date.

3. Sub-exhibitors

- 3.1 Stand space is usually only provided to a single contractual partner and only in full. The latter is only entitled to include sub-exhibition companies in their stand if they are named in advance and the BDLI gives prior written consent. A sub-exhibitor is subject to the same regulations as the main exhibitor and must submit a fully completed and signed stand registration, acknowledging the conditions of participation.
- 3.2 The main exhibitor shall be liable for any fault on the part of their sub-exhibitors and the sub-exhibitors' agents, and to any third parties the sub-exhibitor contracts. The main exhibitor and the sub-exhibitor shall be jointly and severally liable to the BDLI.

4. Participation fees

- 4.1 The space rental fees are directly charged to the individual exhibitors by Messe Berlin GmbH. The rental contract with Messe Berlin GmbH is concluded in accordance with the terms and conditions of Messe Berlin, which the exhibitor shall ensure they comply with, particularly the requirements for documentation, advertising and sales (Section 9 of the special terms and conditions of participation of Messe Berlin GmbH).
- 4.2 The BDLI price per m² includes the following items:
- Basic stand construction and equipment (uniform basic design, corporate identity, flooring, standard furniture, lighting)
 - Basic power connection
 - Stand cleaning
 - Security
 - Support and services: Support with preparation, implementation and follow-up
 - Central information counter
 - Use of the BDLI lounge, featuring meeting tables, snacks and drinks, as well as storage facilities
 - BDLI stand reception, "Refuel with BDLI"
 - Delegation management
 - Free exhibitor passes (depending on the rented space)
 - Communications (press relations, social media support)
 - Trade fair evaluation

The estimated participation fee will be determined as part of an initial estimate of costs. This will be available to the applicant. Deviations from it may arise in the course of the project and must be borne by the exhibitor. The stand construction concept established by the BDLI will be the basis for any construction work.

- 4.3 The BDLI is not a contractual partner for the additional use of open-air spaces, exhibition of aircraft or chalet occupancy. The conditions and rates of Messe Berlin GmbH apply.
- 4.4 All extra costs (graphics, additional equipment, etc.) shall be borne by the exhibitor.
- 4.5 If sufficient space is available, non-members will also be considered. Non-members pay an additional organization fee and the participation fees for stand rent published by Messe Berlin GmbH.

5. Terms of payment

- 5.1 After legally binding registration for participation, the BDLI will issue an initial invoice for the participation fees in the amount of the expected total. In the first interim invoice issued by the BDLI, BDLI member companies will be charged 70% and non-BDLI member companies 90% of the expected total participation costs. After the end of the trade fair, BDLI member companies will be charged the remaining 30% and non-BDLI member companies the remaining 10%. Invoicing is based on the actual costs incurred. The fees are due immediately. The payment date is stated on the invoice.
- 5.2 If the payment deadline is not met, the BDLI is entitled to terminate the contract with immediate effect and to use the stand space for other purposes. If the stand space has been used for other purposes, Sections 8.1 and 8.4 shall apply accordingly. Termination of the contract by the BDLI without notice also automatically cancels the arrangement with Messe Berlin for a stand area within the BDLI joint stand.
- 5.3 After conclusion of the joint exhibition and receipt of the final invoice for the participation fees, the total remaining balance of the amount is due.

6. Assignment, offsetting, right of retention

The assignment of claims against the BDLI to third parties is excluded. Offsetting against the participation fee and the assertion of a right of retention is only permitted with claims acknowledged or recognized by declaratory judgment.

7. Services

The BDLI generally provides the following services for the participation fees:

- Reservation of exhibition space with the organizer, Messe Berlin
- Provision of the exhibition space
- Provision of information on participation, including the organization of exhibitor meetings
- Commissioning the stand construction company and service providers (e.g., hostesses, security)
- "Turnkey" provision of the exhibition stand, in accordance with the services set out in Section 4.2

8. Termination

8.1 This is a service contract featuring elements of a work contract. It is concluded as an overall package, and services cannot be individually excluded or canceled. Withdrawing from the entire contract is not an option because it is primarily a service contract. The parties agree that performance of the services for the exhibitor will begin immediately after the exhibitor registers, as this is the only way to ensure that the agreed services can be provided by the start of ILA Berlin 2026.

8.2 The BDLI shall be entitled to terminate the contract without notice, inter alia, if insolvency proceedings are initiated against the exhibitor or an application is made for the disclosure of their financial status; the exhibitor shall inform the BDLI thereof without delay.

The applicant/exhibitor shall be entitled to terminate this contract until the BDLI's closing date for applications (see Section 2.4) without notice and without stating reasons; however, their participation fee shall be forfeited.

8.3 After the registration deadline, notice of termination or partial termination (e.g., a reduction in stand space) by the exhibitor is not permitted. If the exhibitor does not occupy the stand space allocated to them, they must pay the entire participation fee, unless the BDLI can use the space otherwise. In the event of re-letting, any expenses incurred in this regard will be borne by the exhibitor.

The BDLI's use of unoccupied space to maintain the exhibition stand's overall appearance does not exempt the exhibitor from their payment obligation.

8.4 The exhibitor's decision to waive participation in the BDLI joint stand only takes effect once the BDLI or ECM receives a written declaration. This automatically terminates their entitlement to placement within the BDLI joint stand area.

8.5 Both parties have the right to terminate the contract without notice for good cause, subject to a 14-day cutoff period from the time they become aware or should have become aware of said cause. The services rendered up to the time of receipt of the termination without notice shall be unaffected by this. They are to be invoiced.

8.6 All declarations required under Sections 8.2 to 8.5 must be made in writing.

9. Stand equipment, design and labeling

Individual stand construction concepts are only permitted in exceptional cases and must include components of the joint design. They require the approval of the BDLI and Messe Berlin. Services that aren't used can't be deducted from the cost. The equipment and individual design of the stands, insofar as they exceed the BDLI services specified in the exhibitor meetings, are the responsibility of each exhibitor. However, the type of design shall be subject to the building regulations in force at the venue and the relevant BDLI construction guidelines and design concepts. Double-decker construction is not permitted. The exhibitor must coordinate their design measures with the BDLI in good time (deadlines according to the BDLI roadmap, probably at the end of 2025). A stand design that does not comply with the building regulations in force at the venue or the agreed BDLI construction concept may be removed or modified by the BDLI at the exhibitor's expense.

10. External stand constructor

If the exhibitor additionally commissions their own stand constructor for their stand, the BDLI must be informed of this in good time. It is not possible to reduce the BDLI participation fee, as this is calculated on the basis of the total area.

11. Exhibits, direct sales and stand personnel

Only goods manufactured in the Federal Republic of Germany or abroad by German subsidiaries or under German license may be exhibited. Foreign products that are required to complement German products and are in an appropriate size and value relationship to them may be admitted for exhibition after consultation with the BDLI. Exhibits that are flammable or have a strong odor or whose presentation is associated with noise or other nuisances may only be exhibited with the prior consent of the BDLI. Exhibits may not be removed from the stand for the duration of the event. Direct sales (individual sales to visitors) are generally not permitted. The exhibitor must provide stand support for the entire duration of the event.

12. Transportation, installation and dismantling of exhibits and stand equipment

The transportation of exhibits to the exhibition stand and back, the storage of empties, the use of lifting and conveying equipment, the deployment of personnel for packing and unpacking, the erection of exhibits and their dismantling, repackaging and other related activities are the sole responsibility of the exhibitor. The BDLI bears no liability for such activities.

13. Insurance / legal duty to maintain safety / liability

13.1 The exhibitor shall be responsible for insuring the exhibits against all risks, e.g., during transportation and during the event, in particular against damage, theft, etc. The exhibitor must maintain sufficient liability insurance cover for personal injury and damage to property, as well as financial losses, and must provide proof of such cover at the request of the BDLI or Messe Berlin. The insurance cover must meet the requirements of Messe Berlin's terms and conditions; see Section 7.2 of Messe Berlin's special terms and conditions of participation.

13.2 The exhibitor is liable for any damage caused to third parties by the exhibitor's participation in the exhibition, including damage to buildings on the exhibition site and its facilities.

13.3 The BDLI shall not take the exhibitor's objects into safekeeping; in particular, no safekeeping agreement shall be concluded. As a consequence, the BDLI shall not be strictly liable for damage to or theft of exhibition goods, exhibits, decorations or other items brought in by the exhibitor.

13.4 The BDLI/ECM shall be liable in full for damages caused by intentional or grossly negligent conduct on their part or on the part of their legal representatives or employees, as well as for grossly negligent conduct on the part of ordinary agents. Liability for agents is limited to the amount of damages that can typically be expected to occur in contracts of this type. The BDLI/ECM shall be liable on the merits for any breach of material contractual obligations, unless this is effectively excluded in this contract. Material contractual obligations are those whose fulfillment is of particular importance for achieving the purpose of the contract. In the event of a breach of material contractual obligations – unless the first sentence of this paragraph applies – the amount of liability shall be limited to such damages as must typically be

expected in contracts of this type. The above limitations of liability shall not apply in the event of liability for injury to life, limb or health or in other cases in which a limitation of liability is not permitted by law.

13.5 Insofar as the BDLI is held liable by third parties for claims culpably caused by the exhibitor or their agents or contractors, the exhibitor shall indemnify the BDLI against third-party claims.

13.6 The exhibitor assumes the duty to maintain safety for their stand from the time of acceptance of the stand. They are not responsible for existing conditions that are contrary to safety regulations, but they must immediately report any damage or dangerous conditions to the BDLI or Messe Berlin as soon as they become apparent and avert any dangers as a precautionary measure, for example by securing or cordoning off a danger zone.

14. Exhibitor meetings / circulars

After the stand space has been allocated, exhibitors will be informed as required at further exhibitor meetings or by circular letter on matters relating to the preparation and implementation of the joint stand. The exhibitor shall be solely responsible for any consequences arising from non-participation in exhibitor meetings or ignoring the circulars.

15. Primacy of sovereign provisions / force majeure / COVID-19

15.1 Regulations and directives from the competent authorities of the Federal Republic of Germany that conflict with these conditions of participation or impose additional restrictions shall take precedence at all times. The BDLI and the organizer (if it is not the BDLI) shall not be liable for damages and other disadvantages resulting for the exhibitor.

15.2 In the event of cancellation, complication, endangerment, impairment or relocation / postponement of the event due to a decision by Messe Berlin GmbH or the BDLI, or due to unforeseeable, external, uncontrollable circumstances such as war, acts of terrorism, civil unrest, natural disasters, strikes, interruption of infrastructure (e.g., air traffic), epidemics / pandemics / other infectious diseases (classification by WHO/RKI, warnings by the Federal Ministry of Health) or equivalent force majeure events, this shall generally lead to the suspension of the obligation to perform from that point in time.

15.3 The party invoking force majeure undertakes to notify the other party immediately of the circumstances and the end of the circumstances of force majeure. In addition, they must precisely explain the circumstances of force majeure that lead to the specific refusal of performance and, in the event of a dispute, provide evidence.

15.4 The party invoking force majeure must do everything possible and reasonable to minimize the consequences of the force majeure.

15.5 The parties agree the following with regard to participation fees:

15.6 The participation fees paid or due up to the time of receipt of the notification of force majeure shall remain with the BDLI or shall be paid to the BDLI for the time being. The BDLI and ECM will compile a list of the costs for external services already incurred and commissioned for the preparation of the event up to the time of notification of the force majeure and provide the

exhibitors concerned with corresponding receipts. The costs will be passed on to the exhibitors concerned. The BDLI treats the exhibitors concerned fairly on a percentage basis; percentage is calculated according to the size of the rented stand space. The services rendered by the BDLI / ECM during the preparation phase up to the notification of force majeure, in particular the time / personnel costs invested, shall be borne in full by the BDLI / ECM and shall not be charged to the exhibitors.

15.7 The amount to be paid by each exhibitor on a pro rata basis, taking into account the payments made, will be claimed by the BDLI in a final invoice. The BDLI is entitled to offset.

15.8 The contracting parties agree that any further claim for payment of compensation / damages is excluded for both parties.

15.9 The special case of COVID-19

Until 2022, there was a pandemic situation due to COVID-19. The parties are therefore aware of the risk that ILA Berlin 2026 may be affected by this again and, as a result, may not take place or may take place to a limited extent, on a different date or at a different location. If this situation arises, the parties agree that the above provisions on force majeure shall apply, despite the fact that this situation was foreseeable at the time the contract was concluded and therefore the definition of force majeure does not apply. Liability for services not rendered in connection with COVID-19 or mutations thereof, whether due to official requirements or following independent, preventive decisions after risk assessment, is therefore expressly excluded. **If, due to COVID, the event does not take place, takes place to a limited extent or takes place on a different date or at a different location, the provisions of Section 15.2 shall apply with regard to exhibitors' participation fees.** If the event takes place subject to conditions, both parties undertake to comply with these at their own expense.

15.10 All declarations required under Sections 15.1 to 15.9 must be made in writing.

16. Image and video recordings

Photographs, film, video and television recordings of the event, trade fair participants and stands and exhibits on display may be made as part of the trade fair / joint BDLI stand. The photographs will be used free of charge in media publications and for trade fair-related self-promotion in compliance with the German Art Copyright Act (right to one's own image). Exhibitors at the BDLI joint stand declare their consent to the publication and dissemination of pictures and moving images showing them or their stand. If this is not to your liking, please notify us at mes-sen@bdli.de.

17. Company data

The exhibitor's personal information will be processed by the BDLI and its external service providers for the purpose of contract processing and forwarded to third parties (e.g., architects, agencies, forwarding agents, trade fair organizers, etc.). Further information on data protection can be found on the organizers' websites.

- BDLI: <https://www.bdli.de/datenschutzerklaerung>
- ECM: <https://www.ecm-berlin.de/datenschutz>

18. Expiry clause / limitation period

- 18.1 Claims by the exhibitor can only be asserted within a cutoff period of one year after the claimant has become aware of the damage, and at the latest within five years of the event giving rise to the claim. The claim expires if no legal action is taken within six months of the written rejection of the benefit, provided that this consequence has been pointed out.
- 18.2 The right to plead the statute of limitations is unaffected. The statute of limitations shall be governed by the statutory provisions.

19. Final provisions

- 19.1 The scope of services covered by the participation fee is detailed in the exhibitors' meeting.
- 19.2 If the exhibitor has placed orders with the BDLI for chargeable services outside the defined scope of services, the costs incurred for these will be invoiced separately.
- 19.3 The mutual rights and obligations arising from the contractual relationship are subject to the laws of the Federal Republic of Germany.
- 19.4 The place of jurisdiction is Berlin. The place of performance for payment obligations is Berlin.
- 19.5 Should one of the above conditions be null and void, the remaining conditions shall nevertheless apply. These should be interpreted in such a way that the meaning and purpose of the conditions of participation are preserved. Changes to the above conditions must be made in writing.

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