

General Conditions of Participation

I Application

1. To indicate your intention to take part in the event, you must return to us a completely filled in and signed registration form (Registration).

By signing and returning the form, you acknowledge that the General and the Special Sections of the Conditions of Participation as well as the Technical Guidelines are binding for your company.

You can download the Technical Guidelines from the event's website or from www.koelnmesse-service-portal.de. There is also always the option of requesting the Technical Guidelines in printed form or on CD-ROM.

We will store the information provided in this form via an automated procedure that takes the regulations stipulated under the Federal Data Protection Law of the Federal Republic of Germany into account, and such information will be transmitted to third parties within the framework of the fulfilment of contractual duties.

2. The registration shall be regarded as legally binding on your part, irrespective of admission; no conditions or reservations may be appended to the aforesaid registration.

II Acceptance / Transfer of stand space

1. The organizer shall accept your application in accordance with the conditions which apply to all participants (acceptance / stand area confirmation).

There is no legal claim to acceptance. If the number of registration forms complying with the requirement profile and received by the organizer prior to the expiration of the registration period exceeds the number of available exhibition spaces, the organizer shall have the right to make a discretionary decision regarding the admission of registrants to the exhibition.

You may be disqualified from admission to the exhibition if you failed to fulfil your financial obligations to the organizer at any time, or if you failed to fulfil such financial obligations within the prescribed period of time.

2. The contract comes into effect at the latest upon receipt of the admission (by post, fax or other, electronic, means of transmission), which is valid without a signature. Should the content of the confirmation of acceptance differ from that of your application, then the contract shall be concluded under the terms of acceptance if you do not lodge a written objection within 2 weeks of receipt of confirmation of acceptance. The same shall apply, if it is necessary to postpone the event or to transfer the event to another location, and the change is deemed to be reasonable with respect to yourself; in this case, the corresponding notification of change from the organizer shall supersede the admission.

The acceptance only applies to the respective event, the company applying, its products and services. Products which do not conform to the list of commodities may not be exhibited at the trade fair.

3. The organizer allocates stand space on condition that the products registered by you correspond to the theme of the exhibition within the event.

There is no right claim for the allocation of stand space in a certain hall or in a certain hall area. In special cases for important reasons, the organizer is entitled to subsequently allocate you stand space other than stated in the confirmation of acceptance, to change the size and dimensions of your stand space, to relocate or close entrances or exits and to undertake structural changes in the exhibition halls without claims arising on your part.

In the event of a reduction in stand space size, you will be credited with the difference arising from the correspondingly lower space cost. You will be notified without undue delay if the stand space becomes unavailable due to reasons which are beyond the organizer's control. In this case, you will be entitled to a reimbursement of the participation fee.

Any further claims for damages, which will exceed the aforementioned reimbursement, shall be excluded in this case.

Any complaints on your part must be submitted in writing immediately or at the latest while the event is in progress; we cannot consider complaints at a later date.

4. The organizer shall have the right to rescind the contract, if there is a substantial reason or good cause. Such an important reason exists, in particular, if an admissible application for opening insolvency proceedings against your assets has been made or such an application has been dismissed due to lack of funds. You must inform the organizer of this immediately.

5. Prior to receipt of acceptance / stand area confirmation, revocation of registration shall only be possible if permitted by the Special Section of the Conditions of Participation. In this event, a fee specified in the Special Section of the Conditions of Participation shall be paid.

6. Following receipt of acceptance / stand area confirmation, in general, revocation is no longer possible. The organizer can agree to the request for release from the contract only in exceptional cases if the stand space not required can be rented to another exhibitor. In this instance, the organizer is entitled to demand general reimbursement of the costs incurred corresponding to 25 % of the participation fee without providing proof, unless otherwise specified in the Special Section of the Conditions of Participation. You shall have the right to provide proof that a damage or loss has not been incurred or that the extent of the damage or loss incurred is considerably less. Liability for catalogue fees and other costs, which in particular, have been incurred as a result of a claim by a third party, is not affected.

Occupation of a space which becomes available in the form of an exchange of stand areas by a participant already approved and allotted a space for the event does not represent an alternate form of stand area rental.

7. The following cases will fall solely within your scope of risk as exhibitor:

- if the products, which you have stipulated for the presentation, cannot be introduced at the venue of the event due to the legal requirements prevailing there or due to other reasons, or
- if such products do not arrive in due time, do not arrive undamaged or do not arrive at the venue of the event at all — e.g. as a result of any loss, delay in transport or customs, etc. — or
- if your journey, the journey of your employees or your stand or installation personnel should be delayed or should become impossible.

You will remain under obligation to pay all the charges agreed upon.

8. Event-related regulations are detailed in the Special Section of the Conditions of Participation

III Construction and arrangement of stands

1. The construction and arrangement of stands must conform to statutory regulations and be in accordance with the Rules of the Special Section of the Conditions of Participation applicable to the event. As an exhibitor, you are obliged to define your restructuring measures in advance with the organizer. A stand design which does not conform to the construction regulations of the venue and / or the technical guidelines of the organizer or rental company of the venue can be removed or changed by the organizer at your expense.

All stand-construction companies shall require a special permit from the organizer in order to construct the trade fair stands in the exhibition halls. Any additional technical services that may be required, particularly the installation of electricity, water and safety devices, the recruitment of local auxiliary personnel, etc., can be ordered exclusively through the organizer by means of special order forms against a separate charge.

2. For the duration of the event the stands must be staffed by personnel and display the products specified in the application and confirmation of acceptance. Vacating the stand prior to the end of the event represents a serious breach of these Conditions of Participation and shall entitle the organizer to assert damage claims and exclude your company from future participation in Koelnmesse Group events.

3. The organizer is entitled to demand that you remove products from your stand that do not correspond to the List of Goods or, which through their odour, noises, other emissions or appearance, could constitute a considerable disruption to the operation of the event or put the safety of exhibitors and visitors at risk. Furthermore, you will be responsible for ensuring compliance with all the statutory provisions of the host country. If this is not the case, then the organizer shall also have the right to demand the removal of exhibited articles or the non-performance of an activity. Should you fail to comply with this demand immediately, the organizer is entitled to have the products in question removed at your expense and risk and to close your stand, without any claims arising against the organizer.

IV Participation fee and other costs / Terms of payment

1. The amount of the participation fee as well as the flat-rate cost of energy will be calculated according to the rates specified in the Special Section of the Conditions of Participation.

Invoicing will be on the basis of the total stand floor space as allocated and will not exclude any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings.

2. After your admission, you will receive an invoice for the participation fee and the other costs; the invoiced amount is due immediately upon receipt of the invoice. The rates stipulated at the time of the admission are net fixed rates plus any accruing turnover tax as well as any comparable taxes which may be imposed at the venue of the event. The organizer shall have the right to increase the rates by the amount of the corresponding cost increment in the event of any increase in its own prime cost, particularly as a result of higher production, purchasing and labour costs as well as higher fees, taxes and other fiscal charges imposed at the venue of the event.

The payment of all liabilities within the prescribed period shall be a prerequisite for the occupation of the stand space.

3. Failure to execute payment will result in interest being charged of 8 % above the base rate according to § 1 of the Diskontsatz-Überleitungsgesetz (DÜG - Transitional Discount Rate Law).

If the damage incurred by the organizer is greater, he shall be entitled to lodge a claim for these damages. The compensation shall become invalid or be reduced, if you can provide evidence that the organizer has incurred little or no damage as a result of the payment default.

Should settlement of the invoice not be effected by the deadline, the organizer is, in addition, entitled to dissolve the contract with you.

4. Resulting from the organizer's claim in regard to stand space rental, your exhibits are subject to a contractual lien in the organizer's favour.

5. Any services that we have provided will be invoiced in euros. You are obliged to pay the amount shown on the invoice in the currency shown on the invoice ("billing currency"). If we should be prepared, as a courtesy, to accept settlement of the invoice in a currency other than the billing currency in individual cases, without being under any obligation to do so, such payment must be based with regard to the conversion on the official buying rate of the billing currency on the date of payment. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are, therefore, at your expense.

6. Please submit any complaints relating to the invoice in writing, immediately, at the latest 2 weeks after receipt; we cannot consider complaints made at a later date.

7. Any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings in the stand space do not entitle you to any reduction in the participation or other costs.

8. The organizer shall also be entitled to the payment of the full amounts, if you fail to fulfil any of your obligations arising from the contractual relationship. This does not affect claims to damages. In the event of the contract not being fulfilled at all, or being fulfilled only in part, by the organizer, you have claims to a proportional reimbursement of any payments you have already made. Claims above and beyond this are ruled out in accordance with the regulations in sections VII and VIII. The regulations in section XI shall remain unaffected.

9. In the event of counter claims being made against those claims arising from the contract, you can only set off or assert your right of retention in as far as your claims have been found to be uncontested or legally valid.

10. In the event that an invoice is sent to a third party at the request of the Exhibitor, this does not constitute any waiver of the right to claim the account receivable from the Exhibitor. The latter remains obliged to pay until such time as the account receivable has been settled in full.

V Co-exhibitors, additionally represented companies, group and joint stands

1. In principle, stand spaces shall be hired out only as a whole unit and only to one contracting party. As an exhibitor, you are not permitted to relocate, exchange, share, or in any other way make the stand space allocated to you completely or partially accessible to third parties, without the prior consent of the organizer.
2. A stand area may only be used by several companies at once, if the stipulations of the Special Section of the Conditions of Participation allow the participation of co-exhibitors and/or additionally represented companies.
3. Use of the stand area by another company with its own products and own staff (co-exhibitor) requires a special application for permission and approval by the organizer. This also applies to companies who have their own products at the stand but none of their own staff (additionally represented company). Companies which are members of a group as well as subsidiaries are considered to be co-exhibitors. The organizer reserves the right to demand a special participation charge and other costs for approving co-exhibitors. Such charges and costs will be invoiced to you as the exhibitor. If co-exhibitors and additionally represented companies are to be accepted, the preconditions laid out in section II apply; these companies are subject to the Conditions of Participation in as far as they apply. Should you accommodate a co-exhibitor or a company which is additionally represented, without the express permission of the organizer, this shall be grounds for dissolving the contract with you without notice and to have the stand space vacated at your risk and expense.

After confirmation of acceptance has been received, the contract exists exclusively between the organizer and the exhibitor, who is liable for the negligence on the part of his co-exhibitors/additionally represented companies as well as for his own negligence.

4. If several companies wish to participate at the event together on one stand, then the existing Conditions of Participation are binding for each individual company. In addition, they are obliged to name a contact person in their application, jointly appointed as an authorized representative. Moreover the conditions stated in section IV apply analogously. In the event of permitted joint use of the stand space, all companies are liable to the organizers for payment of the participation and other costs and the fulfilment of other obligations — regardless on which legal grounds — as co-debtors.

VI Domiciliary rights

The organizer exercises domiciliary rights throughout the exhibition complex. He is entitled to have exhibits removed from stand if their display contravenes statute law, offends good morals or is not in keeping with the event programme. Promotion of political and ideological ends is prohibited. In the event of serious offences against the Conditions of Participation, the organizer is entitled to close your stand or have it vacated.

VII Warranty

The warranty period for deliveries of new items is 1 year. For used articles, all liability based on warranty is excluded. No warranty claims are available if the damage is due to normal wear and tear, force majeure, faulty or negligent handling, excessive loads or failure to comply with statutory provisions or operating instructions.

VIII Liability / Insurance

1. The organizer does not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are the property of the stand personnel.
2. Any liability for property damages and pecuniary damages shall be excluded, if it is possible to underwrite the risks. This does not affect liability on the basis of wilful or gross negligent misconduct. This exclusion of liability is not restricted by the security measures of the organizer.

Within the scope of liability, the statutory burden of evidence regulations shall continue to apply; they will not be affected by this clause.

3. We recommend that you conclude an exhibition insurance policy which can be obtained via the service package. In addition you can order special security measures. You will find the appropriate order forms in the Service Package.
4. As an exhibitor, you will be liable to the organizer for any damage inflicted on the organizer, provided that such damage is attributable to your culpable action or the culpable action of your personnel, your employees or any third party which you have appointed or any other third parties, whose services you are using for the purpose of fulfilling your obligations. It is necessary to observe strict compliance with the Technical Guidelines which will be handed over to you by the organizer, as well as with the information from the organizer's circular letters pertaining to questions on the preparation and implementation of the event.

5. In accordance with statutory obligations, the organizer shall be liable for damages caused intentionally or by gross negligence in the event of any damage claims resulting from fatal injuries, bodily or health injuries. Other contractual and/or legal damage claims of any type, including damage claims for consequential damages, shall be excluded, unless the damage was caused by the intentional or grossly negligent action of the organizer. The foregoing limitations of liability shall apply, to the full extent, to the executive organs, employees, legal representatives, persons employed in performing an obligation and vicarious agents, whose services are used by the organizer for the performance of the contract. However, all damage claims shall be restricted to the payment of typical, foreseeable damages. Furthermore, the organizer shall be liable for every culpable infringement of an essential contractual obligation. Essential contractual obligations shall pertain only to those contractual obligations which must be complied with during the execution of the contract. This applies to all claims which could arise as a result of, and in connection with, this contract. If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to postpone the event, shorten or extend in due to an Act of God, or for other reasons beyond its control, then you are not entitled to any rights, in particular, to claims for damages against the organizer.

The responsibility of the event organizer is limited to fault in all cases without prejudice to any limitations of liability under these Conditions of Participation. In the event of contracts that provide for the procurement of certain items, then, unless otherwise expressly agreed in individual cases, the organiser does not assume the risk of procurement.

IX Period of limitation

Any of your claims, which may be asserted against the organizer and which may arise from the contractual relationship, as well as all other claims relating thereto, shall become statute-barred after one year, unless a shorter statutory limitation period applies or the liability of the organizer results from an intentional action. The longer statutory limitation period for tortious claims, fraudulent intent and culpable impossibility of performance shall remain unaffected. The limitation period shall commence at the close of the month, in which the closing date of the event falls.

X Place of fulfilment / place of jurisdiction

1. The place of fulfilment shall be the principal place of business of the organizer. The place of jurisdiction, also in a process involving documents, bills of exchange and cheques is, in so far as you are a businessman, legal entity of public law or a separate asset under public law, Cologne. The organizer shall also be entitled, at his option, to lodge his claims at the court of the place where you have your place of business or your branch.
2. All legal relationships between you and the organizer are subject to Federal German Law as well as to the German text of these Conditions of Participation. The regulations set down in the Special Section of the Conditions of Participation form part of the contract, as do the Technical Guidelines.

XI Reservations / Final Provisions

1. As an exhibitor, you will be solely responsible for compliance with all the laws, guidelines, and other regulations which are in force in the host country, if the content of the organizer's conditions of participation deviate from such regulations. You must inform yourself promptly and comprehensively of the relevant regulations prevailing at the venue of the event, and obtain the required knowledge.

The organizer will not be liable for damages and other losses which could be incurred on your part as exhibitor.

2. The organizer shall have the right to postpone, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, as well as individually or collectively, if such an action is required due to unforeseen events such as force majeure, natural disasters, wars, disturbances, strikes, breakdown or obstruction of traffic and communication. In the event of any postponement, shortening, extension or termination, you shall not be entitled to the payment of any resulting damages which you may have incurred. You shall have the right to rescind the contract, if you lose your interest in participating because of such an action, and if you waive the reservation for the stand space allotted to you as a result of this. Upon full knowledge of the change, the rescission of the contract must be declared in a written statement and without undue delay. In case of the cancellation of an event, the organizer shall not be liable for damages and/or other losses which may be incurred on your part. Upon request of the organizer, you will be obligated to defray a reasonable share of the expenses resulting from the preparation of the event. The amount of the share to be paid by each exhibitor shall be stipulated by the organizer after consultation with the business organizations concerned. By signing the application form you recognize the organizer's Conditions of Participation (the General and Special Sections) together with all other regulations relating to the contractual relationship, as binding.

3. Should these provisions be partially legally invalid or contain gaps, this shall not effect the validity of the remaining provisions or the contract. In this event, the parties shall undertake to replace the invalid provision with such a provision or to fill the gap with such a provision, which comes closest to enabling the commercial purpose pursued by the parties to be fulfilled.

4. All alterations to the contract must be made in writing. The same shall also apply to any amendment or cancellation of the written-form clause itself.