

# Conditions of Participation Special Section



Anuga  
Cologne, 07.–11.10.2017

## 1 Organiser, event, venue and dates, visitor admission

### 1.1 Name

Anuga 2017 is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, in conjunction with the Federal Association of the German Retail Grocery Trade (BVLH), Am Weidendamm 1A, 10117 Berlin, the Federation of German Food and Drink Industries (BVE) and DEHOGA. The legal person obliged to render services to the exhibitors is Koelnmesse GmbH. The event will take place at the Koelnmesse fair grounds from Saturday, 07 October 2017 until Wednesday, 11 October 2017.

### 1.2 Opening hours

For exhibitors: Saturday to Wednesday from 9:00 a.m. to 7:00 p.m.  
For visitors: Saturday to Wednesday from 10:00 a.m. to 6:00 p.m.

### 1.3 Stand build up and dismantling

Build up may begin at 7:00 a.m. on Wednesday, 27 September 2017. Build up must be completed by no later than 8:00 p.m. on Friday, 6 October 2017. The aisles must be completely cleared by this time. Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 6:00 p.m. on Wednesday, 11 October 2017. Please note Item IX Paragraph 3 of these Conditions. Admission for dismantling personnel: from 6:00 p.m. Trucks will be permitted to enter: from 8:00 p.m. Dismantling of all stands and exhibits must be finished by midnight on Sunday, 15 October 2017.

### 1.4 Visitor admission

Anuga is open to trade visitors only. The following groups are permitted to attend: decision-makers (managing directors, procurement/purchasing, market administration, sales, marketing) from food retailers and wholesalers, beverage retailers and wholesalers, trading cooperatives, drugstores, health food stores, commercial representatives, food importers and exporters, skilled food trades, the food industry and suppliers to the food industry. Also: employees with responsibility from food service and catering companies serving segments such as hotels, traditional catering, system/brand catering, company canteens and communal/institutional catering. Also permitted to attend are employees with responsibility from departments for the procurement and use of technical facilities and equipment; the segment of large-scale kitchen planning; and the specialist trade for technology for large-scale catering facilities. Also admitted are employees of nutrition institutes, nutritionists, home economists and food technologists. Students and school pupils in certain areas of study can obtain admission tickets and gain permission to visit the event exclusively from the Federal Association of the German Retail Grocery Trade (BVLH) – following official approval.

## 2 Eligibility to participate

### 2.1 Exhibitors

Only manufacturers that are entered in the commercial register or in the Handicrafts Register are permitted to participate at Anuga. Such producers must exhibit products that correspond to the focus of the event (see the list of products). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.

You can exhibit for the companies you represent as a commercial representative, sales company, association and importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits. Koelnmesse GmbH also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand.

All exhibited products and services must correspond to the focus of the event. See the accompanying list of products, Form 1.31.

Sweets and snack products (see list of products 1.31) may only be presented to a limited extent). Stands may be no larger than 20 m<sup>2</sup>.

**Medicinal products** may be presented only if they have been approved by the Federal Institute for Drugs and Medical Devices (BfArM) or the Commission of the European Communities and the Council of the European Union. Please note the regulation in Item III of the General Section of the Conditions of Participation.

**Organic products** may only be presented within the trade show Anuga Organic if they have the appropriate certifications. Exhibitors at the trade show Anuga Organic are furthermore obliged to present mostly organic products at their stand. Application for participation at the trade show Anuga Organic is only valid in combination with Form 1.32.

The products must be new ex-works. Products and services that do not correspond to the list of products and used products may not be exhibited or offered.

Decisions on company admissions, eligible products and the location of stands will be made by Koelnmesse GmbH. In the event of a rejection, you will receive a separate letter.

### 2.2 Co-exhibitors

The participation of co-exhibitors and/or additionally represented companies at Anuga is possible. A special application and the acceptance by the organiser are required for the use of the stand area by a co-exhibitor (see Item V of the General Section of the Conditions of Participation).

## 3 Participation fee and other costs

### 3.1 Participation fee: per m<sup>2</sup> of floor space (minimum recommended size: 12 m<sup>2</sup>)

If registered by 30 Sept. 2016 EUR 238.00 (early bird discount)  
If registered on or after 1 Oct. 2016 EUR 254.00.

(The price is determined by the date the application forms are received by Koelnmesse GmbH)

The participation fee does not include the provision of stand partition walls or other special construction elements.

In the case of two-storey exhibition stands, the area in the upper level actually approved after technical inspection will be calculated at 50 % of the participation fee per m<sup>2</sup> of the floor space.

The participation fee will be calculated according to the dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not provide grounds for a reduction of the participation fee.

The two-storey exhibitions stands will be invoiced for after the exhibition is finished.

### 3.2 AUMA fee

The Association of the German Trade Fair Industry (AUMA) charges you a fee of Euro 0.60 per m<sup>2</sup> for representing your interests. Koelnmesse GmbH has agreed to take over the calculation and collection of the fees in the name of, and on the account of, AUMA. More detailed information is available at [www.auma-messen.de](http://www.auma-messen.de).

### 3.3 Energy costs

Euro 9.00 per m<sup>2</sup> of occupied stand area as a proportional flat-rate energy fee for electricity, water consumption, compressed air etc. at your stand. The flat-rate energy fee is also charged for storage spaces and for the upper level of a two-storey exhibition stand.

### 3.4 Down payment for services

Koelnmesse shall be entitled to charge a reasonable down payment for the services used for the event in question – e.g. electrical and water connections, stand cleaning, etc. The down payment for services shall be assessed on the basis of the services charged for the previous event. The down payment for exhibitors who have not participated in the previous event shall total 30.00 EUR/m<sup>2</sup> – plus the obligatory marketing services (Marketing Package) in the amount of Euro 990.00.

Once the event has ended, a separate final invoice for services will be issued;

the down payment will be applied towards this amount. The invoice shall fall due for payment immediately following receipt. If the amount of the down payment should exceed the fees actually incurred for services, the amount by which the down payment exceeds actual charges shall be refunded to the exhibitor. The exhibitor shall have no claim to payment of interest on the down payment.

### 3.5 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of Euro 250.00 per company will be charged. The price of an entry in the Marketing Package is not included in this fee (see Item VII). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

### 3.6 Marketing services

Use of the marketing services described in Item 7 shall be obligatory and shall cost Euro 990.00.

### 3.7 Reimbursement of VAT

Foreign exhibitors (proprietors) may receive a refund of the VAT paid with the invoice as long as they fulfil the legal requirements.

#### 3.7.1. Value added tax identification number

As a rule, Koelnmesse GmbH provides exhibitors (proprietors) with a uniform service – so-called event service – in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse GmbH will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the application form in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse GmbH in writing of any changes to their VAT identification numbers.

#### 3.7.2. VAT refund

If, in exceptional cases, services are not provided as uniform services in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further information is available at [www.bzst.bund.de](http://www.bzst.bund.de).

### 3.8 Costs in the event of non-participation

#### 3.8.1. After receipt of admission/stand area confirmation

You cannot normally withdraw from the contract after you have received the admission/stand area confirmation. The regulations contained in Item II of the General Section of the Conditions of Participation apply. In the event of non-participation, companies that have registered for a trade fair must pay compensation amounting to 25 % of the participation fee if the reserved stand area can be rented to a third party.

##### 3.8.1.1 Stand construction by Koelnmesse – completely outfitted stands

If you have ordered a completely outfitted stand from Koelnmesse GmbH – i. e. stand area and stand construction – you may only rescind the order to have the stand constructed six weeks before the official start of build up. The date on which Koelnmesse GmbH receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse GmbH is entitled to charge a flat-rate fee for the costs incurred, without providing evidence. These costs amount to 30 % of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of build up, 50 % of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of build up, and 100 % of the agreed fee in the event of a cancellation at a later time or during the build up of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

##### 3.8.1.2 Stand construction by Koelnmesse – individual stands and ready-to-use system stands

In a case where the stand construction has been ordered independently of the application of a stand area, the provisions of the corresponding order form

of Koelnmesse GmbH, Form S.12, shall apply in the event of a cancellation of this order.

**3.8.2** You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the fee charged.

## 4 Stand sizes and build up

### 4.1 Stand size

The minimum stand size is 12 m<sup>2</sup>. Please note that hall pillars and other fixed construction elements may be present in the rented stand area. Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation. Trade fair partition walls for separating the stand area are not automatically provided. However, if they are needed as stand construction elements, they can be ordered for a fee from [www.koelnmesse-service-portal.de](http://www.koelnmesse-service-portal.de). This fee does not include stand construction. Koelnmesse GmbH will erect partition walls only if this is necessary for safety reasons due to water or electrical installations.

### 4.2 Responsibility

Stand build up and design must adhere to all regulations that are valid in Germany (including the special construction regulation, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators and sign writers and to all persons insofar as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the build up and design of the stand. The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise build up personnel and other persons working on their behalf to ensure that they adhere to the regulations.

### 4.3 Maximum stand height

The maximum height for structures or advertising material of all stand constructions (incl. signs, banners and other advertising and construction elements) is determined separately for each hall, to the extent that existing structures within the hall can individually accommodate any. Exceeding the limits of the maximum structure and advertising heights of any kind (lighting, screens and any stand construction) must be applied for and approved by Koelnmesse GmbH at the latest six weeks before build up starts. The rear walls of stands should be decorated in a neutral manner.

Hall 11: 5,00 m	Hall 4.2: 5,00 m	Hall 9: 8,00 m
Hall 2.1: 5,50 m	Hall 5.1: 5,00 m	Hall 10.1: 5,00 m
Hall 2.2: 5,00 m	Hall 5.2: 5,00 m	Hall 10.2: 5,00 m
Hall 3.1: 4,25 m	Hall 6: 8,00 m	Hall 11.1: 4,50 m
Hall 3.2: 5,00 m	Hall 7: 8,00 m	Hall 11.2: 4,50 m
Hall 4.1: 5,00 m	Hall 8: 8,00 m	Hall 11.3: 5,00 m

The maximum height for structures or advertising material of all stand constructions in passages and boulevards is 3.00 m.

### 4.4 Notice of approval

Stand build up may not commence until the exhibitor has received a copy bearing Koelnmesse GmbH's notice of approval. This notice of approval does not release the exhibitor from compliance with the relevant requirements. It only states that Koelnmesse GmbH has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse GmbH, the exhibitor is obliged to submit any additionally required information relating to the stand immediately. There is no obligation on the part of Koelnmesse GmbH to ensure compliance with other requirements. Nevertheless, if an infringement of the relevant requirements is found to have been committed, Koelnmesse GmbH can, for this reason, also refuse to issue the notice of approval. You have been informed of the fact that in exceptional cases – at your request and on your account – the stand construction documents must be submitted to the responsible authorities for auditing. Irrespective of official approvals of the stand, any objections made by Koelnmesse GmbH concerning the stand must be immediately responded to. In case of imminent danger, Koelnmesse GmbH is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

### 4.5 Stand format

The following terms are used for the stand formats:

Terrace stand:	one side open
Corner stand:	two sides open
Two corner stand:	three sides open
Island stand:	four sides open.

Deviations from the requested stand format do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

#### 4.6 Build up and design of the stands

The build up of the stands must comply with the stand format that has been confirmed.

The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to the stand area.

Banners and company signs are not permitted to encroach into the aisles. Koelnmesse GmbH also offers a completely outfitted turn key-stands system. Orders can be placed at [www.koelnmesse-service-portal.de](http://www.koelnmesse-service-portal.de) (KSP).

## 5 Passes/admission tickets

### 5.1 Exhibitor and work passes

Each exhibitor receives the following amount of passes free of charge, valid for the period from the first day on which build up begins to the final day of dismantling.:

- Two passes for a stand up to 10 m<sup>2</sup>
- Four passes for a stand up to 20 m<sup>2</sup>
- One exhibitor pass for each additional 10 m<sup>2</sup> or part thereof up to a stand size of 100 m<sup>2</sup>
- One pass for each additional 20 m<sup>2</sup> or part thereof

The passes are sent together with the invoice for the participation fee. Additional exhibitor passes for stand personnel can be requested from Koelnmesse Exhibitor Service Centre for a fee of Euro 110.00 per pass plus the statutory rate of value-added tax. The form required for this, Form 1.41, can be ordered from Exhibitor Services at the telephone number: +49 221 821-2994 or by sending an e-mail to: [tickets@koelnmesse.de](mailto:tickets@koelnmesse.de)

You will also receive free passes for persons under contract to you or who invoice you in connection to activities related to build up and dismantling the stand, in order that they may enter the fair grounds. These passes are only valid up to the start and after the end of the event. They do not entitle the holders to enter the fair grounds during the event. The passes are also sent together with the invoice for the participation fee.

Additional passes may be requested via the Koelnmesse Exhibitor Service Centre if required.

All passes are for specific individuals and are non-transferable. If stand personnel change during the event, you can exchange a used exhibitor pass (i. e. one bearing a name) one time and free of charge for a new pass. The passes are issued in the Exhibitor Services Centre.

Transferring a pass to a third party – whether sold or given free of charge – is not permitted and represents a severe violation of the Conditions of Participation, in accordance with Item VI of the General Section of the Conditions of Participation.

### 5.2 Admission tickets

As an exhibitor, you are entitled to purchase Priority Tickets for only Euro 25.00 plus VAT per ticket. These tickets entitle the holder to a one-day visit and can be ordered by filling in Form 1.50. In addition, as an exhibitor, you may obtain Special Guest Cards for only Euro 85.00 each (plus VAT). This entitles the holder to enter the fair grounds during the exhibitor opening times. Before and after the "regular" visitor opening hours however (one hour before and one hour after), the holder of a Special Guest Card must be accompanied by an exhibitor with an exhibitor pass. During the visitor opening hours, the holder of a Special Guest Card is granted access without being accompanied by an exhibitor. The Special Guest Cards are valid for all five days of the fair and can be ordered by filling in Form 1.40. Transferring Priority Tickets and Special Guest Cards to third parties for money is not permitted and represents a severe violation of the Conditions of Participation, in accordance with Item VI of the General Section of the Conditions of

Participation.

### 5.3 Return of passes

Unused passes and admission tickets cannot be returned to Koelnmesse GmbH.

## 6 Rules on selling

In view of the trade nature of the event, direct sales of exhibits or samples at the stands are not permitted. Furthermore, exhibits may not carry a price tag. This regulation does not apply to printed matter such as trade publications and specialist journals. Koelnmesse GmbH has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse GmbH also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

## 7 Marketing services (Marketing Package)

### 7.1 Scope of marketing services

Koelnmesse issues official trade fair media to accompany the events it hosts. The components of these media are as follows:

- Entry in the alphabetical list of exhibitors in all available fair media
- Five product group entries in the fair catalogue
- Unlimited number of product groups in the app and the online exhibitor search
- Set-up and provision of an online press compartment incl. a company profile, a company logo, five press releases, ten pictures and five documents
- App for recording visitors at fair stand with Koelnmesse registration data – number of usage licences based on exhibitor passes provided free of charge
- Inclusion and activation for Matchmaking365
- Activation for the Schedule Organiser Online
- Use of the database of new products in the press area

### 7.2 Costs for the obligatory marketing services (Marketing Package)

Use of the marketing services listed under Item 7 is mandatory for all represented companies, co-exhibitors and other represented companies and costs Euro 990.00. Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore this approval is also a prerequisite for any offers or order confirmations.

If an exhibitor still has not submitted an order to the official contract partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on Registration Form 1.10 or 1.20/1.21. Where possible, registrations and orders received later will also be included in the official fair media. If Koelnmesse receives orders and registrations later than the editorial and advertising deadline, Koelnmesse shall accept no guarantee for provision of any marketing services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media, or claims for damages.

### 7.3 Responsibility/release of Koelnmesse from liability

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which in turn shall be entitled to commission another company with concrete execution and with advertisements.

The advertiser shall be responsible for the content of advertisements and entries, and for any damages resulting therefrom. Koelnmesse does not accept responsibility for printing errors, incorrect placement, errors and omissions or faulty printing.

## 8 Commercial property rights

**8.1** Koelnmesse GmbH does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense. If a final court decision has determined res judicata that an exhibitor in connection with one of Koelnmesse GmbH's events has violated laws of the kind mentioned in Paragraph 1, Koelnmesse GmbH is entitled to bar that exhibitor from the next event of this kind after the res judicata court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

**8.2** You will find more detailed information in the No Copy! brochure.

## 9 Non-permissible advertising/violations of the Conditions of Participation

**9.1** In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, the following advertising measures in particular are forbidden:

- Exceeding the binding specification of the booth height
- Advertising activities conducted outside the rented stand area without the prior written permission of Koelnmesse GmbH
- Advertising of an ideological or political nature The exhibitor bears responsibility for the legality of competitions, raffles etc.
- Advertising measures focused on closed stand sides.

**9.2** In the event of severe violations of the Conditions of Participation, Koelnmesse GmbH may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds – especially claims for damages – are excluded in these cases.

**9.3** Dismantling the trade fair stand and/or the product presentation before the official end of the event represents a serious breach of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse GmbH is entitled to impose a fine of up to Euro 5,000.00 (depending on the severity of the violation) for each such violation and/or to exclude the exhibitor from subsequent events.

## 10 "Infoscout" – Information service for visitors

During the event, your contact details from Form 1.10, as well as a list of your registered product groups will be passed on to interested visitors at the information stands in the halls. Furthermore, with Koelnmesse GmbH's electronic information system "Infoscout" you can publish vacancies for trade representatives. You can use Form Z.03 to specify this offer according to products, countries or regions. Exhibitors and visitors can use "Infoscout" free of charge.

## 11 Requirement for a written document

All declarations must be specified in writing.

## 12 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions.

Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

## 13 General Section of the Conditions of Participation, Technical Guidelines

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.

As of: Mai 2016

## General Section of the 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 form with your legally binding signature (Registration).
2. By signing and returning the form, you acknowledge that the General and the Special Sections of the Conditions of Participation and the Technical Guidelines are binding for your company as part of the contract. You can download the Technical Guidelines from the event's website or from [www.koelnmesse-service-portal.com](http://www.koelnmesse-service-portal.com). You also always have the option of requesting the Technical Guidelines in printed form or on CD-ROM. Within the framework of the fulfilment of contractual duties, the event organizer will process and use 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.
3. 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. Requests for stands at specific locations, in particular, do not represent conditions for participation.

### 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. Your company 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 substantially 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 and referred to in the acceptance letter, and its registered products and services. Products and services which do not conform to the list of commodities may not be exhibited or offered at the trade fair.
3. The organizer allocates stand space on the basis of which exhibition theme at the event your registered products belong to.  
There is no right to claim the allocation of stand space in a certain form, in a certain size, in a certain hall or in a certain hall area. Deviations from the requested form or placement of the stand do not provide grounds for an objection to be made under Item II, Paragraph 2 of the General Section of the Conditions of Participation.
4. 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 participation fee.

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 these cases.

5. Any complaints on your part must be submitted in writing immediately or at the latest while the event is in progress; complaints submitted at a later date cannot be considered.
6. The organizer is entitled to revoke the acceptance if it was granted on the basis of incorrect statements or if the company fails to meet the conditions of participation after the acceptance was granted.  
The organizer shall have the right to rescind the contract, if there is a substantial reason or good cause. Such substantial reason exists, in particular, if an application for opening insolvency proceedings against your assets has been made, such an application has been dismissed due to lack of funds, or insolvency proceedings have commenced. You must inform the organizer of this immediately.
7. 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.
8. 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 in exceptional cases if the stand space no longer required can be assigned to another exhibitor against payment. 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.  
If the stand area cannot be assigned to a third party against payment, the contract remains in force and the participation fee must be paid in full. If the Special Section of the Conditions of Participation stipulate that you must purchase a Visitor Promotion Package, the specified price has to be paid in the event that you withdraw from the contract and admission ticket vouchers have been provided.  
Liability for catalogue costs, stand construction costs and other costs, which in particular, have been incurred as a result of a claim by a third party or of services rendered, is not affected.  
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.  
Occupation of a space which becomes available in the form of an exchange of stand areas by a participant who has already been approved and allotted a space for the event does not represent an alternate assignment of the stand area against payment.  
The co-exhibitor fee must be paid in full in the event a company that has been accepted as a co-exhibitor does not participate.
9. The following cases will fall solely within your scope of risk as exhibitor:
  - a) 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
  - b) 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

c) if your journey, the journey of your employees or your stand or installation personnel should be delayed or should become impossible – e.g. because a visa is not granted.  
You will remain under obligation to pay all the charges agreed upon.

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

### III Construction, arrangement and operation of stands

1. As an exhibitor, you are responsible for ensuring that your trade fair participation, and especially the construction and design of your stand, comply with all the statutory provisions of the Federal Republic of Germany as well as the regulations of this General Section and the Special Section of the Conditions of Participation and the Technical Guidelines. This also applies to the persons working on behalf of the exhibitor, who must be supervised to ensure that they adhere to the regulations. Additional regulations, especially those of an event-related nature, can be found in the Special Section of the Conditions of Participation and in the Technical Guidelines.

2. 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 via the Koelnmesse-Service-Portal (KSP) by means of special order forms against a separate charge. Orders placed by third parties (in particular by stand construction companies) in connection with the construction and design of stand areas are considered to have been commissioned by the exhibitor and at the exhibitor's expense.

3. 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.

4. Products and services may only be presented in the stand area listed in the acceptance/stand confirmation. You may not distribute products, flyers and other advertising materials in other areas of the exhibition centre without first receiving the organizer's written permission.

5. The legal stipulations of the Federal Republic of Germany must be complied with during the presentation and sale of products and services. Products that are not intended or approved for sale worldwide must bear a corresponding note or country-specific label.

6. The organizer is entitled to demand that you remove products from your stand that do not correspond to the List of Goods, the presentation of which does not conform with the legal stipulations of the Federal Republic of Germany, 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.

### IV Participation fee and other costs/Terms of payment/Scope of the standardised event services

1. The participation fee for the standardised event services covers the rental of the stand area for the entire duration of the event and the construction and dismantling periods stipulated in the Special Section of the Conditions of Participation, a specific number of exhibitor and work passes, the use of technical and service facilities at the exhibition centre, general hall security, cleaning of the generally accessible hall areas, general hall

lighting and advice on organization, advertising and public relations work for your participation.

In addition, the participation fee includes services provided by the organizer as part of the general visitor marketing activities. At the organizer's discretion, these activities especially include a selection of the following services: placing of advertisements, provision of advertising materials for the exhibitors' own communications measures, direct marketing measures (e.g. publication and dispatch of newsletters and other information to potential visitors by mail, fax, or other means of electronic transmission), provision of an online ticket shop and event-related Internet domains. The standardised event services also include the provision and supply of energy covered by the flat-rate energy fee; in this respect, please note the corresponding regulations of the Special Section of the Conditions of Participation. The event services also encompass the inclusion in the list of exhibitors. This is obligatory for each exhibitor, co-exhibitor, group participant and additionally represented company. Please note the corresponding regulations of the Special Section of the Conditions of Participation. The organizer has the right to request additional payment for certain listed services.

2. The participation fee does not include the provision of stand partition walls or other special construction elements.

3. The amount of the participation fee and other costs will be calculated on the basis of the dimensions of the allocated stand space and according to the rates specified in the Special Section of the Conditions of Participation. The size of the allocated floor area is calculated without taking projections, pillars, installation connections and other fixed objects into account.

4. For two-storey exhibition stands, the participation fee for the upper storey is calculated in accordance with the regulations of the Special Section of the Conditions of Participation after the upper storey has been approved following a technical inspection.

5. 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. This also applies to all amounts that must be paid within the framework of the contractual relationship, and, in particular, to invoices, as stipulated by Item II, Paragraph 7 and Paragraph 8 of these Conditions of Participation.

6. All prices are net fixed rates plus any accruing value-added tax as well as any comparable taxes which may be imposed at the venue of the event. Please note the regulations for VAT refunds listed in the Special Section of the Conditions of Participation.

7. In the event of an increase in the organizer's own operating costs, the organizer shall have the right to increase the various prices by the amount that will cover the increase. The increase in its own operating costs may result from rising costs for manufacturing, procurement and labour or from increases in energy costs, fees, taxes and other public duties at the event location. The greatest amount that each individual price can rise is limited to 5 % if more than 9 months have passed between the time the contract is concluded and the date the event is held, 7.5% if more than 18 months have passed and 10 % if more than 24 months have passed.

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

9. Failure to execute payment on time will result in interest being charged of 8% above the base rate according to Art. 247 of the German Civil Code. 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 or in full, the organizer is, in addition, entitled to dissolve the contract with you and to otherwise dispose of the stand area reserved for your company.

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

11. Any services that have been provided by the organizer 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 the organizer 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 the payment is received. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are, therefore, at your expense.

12. Any complaints relating to the invoice are to be submitted in writing, immediately, at the latest 2 weeks after receipt; complaints made at a later date cannot be considered.

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

14. 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 by the organizer, or being fulfilled only in part, 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 Items VII and VIII of these Conditions of Participation. The regulations in Item XI of these Conditions of Participation shall remain unaffected.

15. 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.

16. 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 participations**

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 companies). 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 fee and other costs for approving co-exhibitors for participation. Such charges and costs will be invoiced to you as the exhibitor. The organizer has the right to limit the number of approved co-exhibitors per exhibitor. If co-exhibitors and additionally represented companies are to be accepted, the preconditions laid out in Item II of these Conditions of Participation apply; these companies are subject to the General and Special Sections of the Conditions of Participation and the Technical Guidelines. 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. No claims of any kind can be made against the organizer in this case, especially no claims for damages. Even 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 – a group participation – then the existing General and Special Sections of the Conditions of Participation and the Technical Guidelines are binding for each individual company. The registration is accomplished by the group organizer, who is responsible for the group participants' adherence to the Conditions of Participation. Subsequent to acceptance and stand area confirmation, a contractual relationship exists exclusively between the group organizer and the event organizer. Exceptions exist in the case of individual orders for services by the group participants before or during an event.

5. If a stand area is jointly assigned to two or more companies, they are jointly and severally liable to the organizer.

## **VI Domiciliary rights**

1. The organizer exercises domiciliary rights throughout the exhibition grounds.

2. He is entitled to have exhibits removed from a 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 Technical Guidelines or legal regulations, the organizer is entitled to close your stand or have it vacated.

3. The house regulations for the Cologne exhibition centre apply in their currently valid version.

## **VII Warranty**

The warranty period for deliveries of new articles 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's liability, independent of fault, for damages because of initial defects in the assigned object of the contract is excluded.

2. 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.

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 grossly 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. As a result of the framework agreement concluded by the organizer, the organizer recommends that you take out exhibition insurance. In addition to this, you can also order special security measures for your stand.

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. Application of Art. 831 Par. 1 Sentence 2 of the German Civil Code is excluded.

6. 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.

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 in connection with this contract. However, damage claims shall be restricted to payment for damages that are, according to the type of contract, foreseeable, typical, direct and average in nature.

If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to postpone the event, shorten or extend it due to force majeure, 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 organizer does not assume the risk of procurement.

The organizer bears no liability for damages that arise through the measures he arranges for the maintenance of safety and order. If a miscalculation of risks should result in the limitation, cancellation or premature closure of the event by orders of the organizer, then the organizer is not liable for cases of simple negligence.

7. Claims for compensatory damages for repairs or structural alterations that are necessary for the maintenance and expansion of the object of the contract, the avoidance of hazards, or the elimination of defects are excluded. The right to reduce payments that have been agreed upon remains unaffected.

## IX Period of limitation

1. Your claims against the organizer – of whatever type – must be submitted to the organizer in writing immediately or, in any event during the course of the event. The date on which the organizer receives the claim will be the sole criterion for determining if it has been received by the deadline. Claims which are received at a later date cannot be considered. This does not affect the regulations under Item VIII, Paragraph 2 of these Conditions of Participation.

2. 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 6 months, unless the liability of the organizer results from an intentional action. The limitation period shall commence at the end of the month, in which the closing date of the event falls.

## X Place of fulfilment/place of jurisdiction/applicable law

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.

## 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, even if the content of the organizer's Conditions of Participation deviate from such regulations. You must obtain information 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 an 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 obtaining 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.

3. By signing the application form you recognize the organizer's Conditions of Participation (the General and Special Sections, the Technical Guidelines and all other regulations relating to the contractual relationship) as binding. The contractual relationship is subject solely to these stipulations. Divergent or supplementary terms from the exhibitor do not become part of the contract even if the organizer does not specifically object to them. This applies especially to diverging conditions of payment.

4. 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.

5. 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.