

**MESSE FRIEDRICHSHAFEN GmbH**  
 Postfach 2080 · 88010 Friedrichshafen  
 GERMANY  
 Telefon: +49 7541 708-424  
 Telefax: +49 7541 708-2424  
 E-Mail: dirk.heidrich@messe-fn.de  
 www.eurobike-demoday.com

**Application form**  
 (1-fold for exhibition company)



**DEMO DAY**  
 August 31, 2010  
 Argenbühl / Allgaeu  
 10:00 a.m. – 5:00 p.m.

Company: _____	Telephone (central): _____
_____	Tel.-direct-dial: _____
_____	Mobile phone: _____
Street (no P.O.Box): _____	Fax: _____
City/Zip: _____	E-Mail: _____
Country: _____	Internet: _____
Company head or director: (full name) _____	Mail invoice to: _____
Official in charge: _____	_____
Position/Function: _____	VAT-ID-No.: _____

**Manufacturer/Representative/Importer:**

Products (e.g. parts, bicycles)	We are	We are	Without complete specification of the exhibits/manufacturer/city/zip/country, we regret that we will be unable to process your registration.		
	Manufacturer	Representative, Importer	Company, Brand	City/Zip	Country of origin
1. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____

(If space is not sufficient, please add a separate sheet.)

**Requested stand dimensions:**

(Width x Depth) \_\_\_\_\_ m x \_\_\_\_\_ m = \_\_\_\_\_ sqm

Stand type:  Pavillion  Truck  Other

**Please note:**

On the DEMO DAY area you can only use the floor space you ordered. Vans, trailers, ect. can not be placed next to your stand. They have to be placed outside the exhibition area.

**Stand rental fee:**

Open grounds € /sqm 25,-

**Assignment of stands:**

To be completed by organizer.

Dimension m<sup>2</sup> \_\_\_\_\_ Stand-No. \_\_\_\_\_

**Deadlines:**

**Closing date for registration:** April 30, 2010  
**Payment:** until August 1, 2010

**Stand construction:** August 30, 2010, full-time  
**Stand dismantling:** August 31, 2010, from 5 p.m. on

For bank account, dates and terms of payment please refer to Terms of Participation Demo Day.

- The contract shall be based upon:  
 – the **Demo Day Terms of participation**  
 – the enclosed **General Exhibiting Guidelines**

According to § 2 of the General Exhibiting Guidelines, this application cannot be regarded as admission. The German wording of the contract and the regulations to be laid down to the interest of the organizer are binding.

We hereby apply for exhibition space and accept the exhibition conditions:

**Place:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Company stamp/  
Signature:** \_\_\_\_\_

**All prices without VAT.  
Place of jurisdiction is Tettngang**

## 1. Definition of terms

The 4th EUROBIKE Demo Day, hereafter referred to as Demo Day, will be held in Argenbühl/Allgaeu on the 31st of August, 2010. The Demo Day will take place within the framework of the EUROBIKE international bike show and will be organised and presented by MESSE FRIEDRICHSHAFEN GmbH, hereafter referred to as "Organiser". The term "Exhibitor" refers to all firms, plus their employees and agents, who take part in the Demo Day.

## 2. Conditions of exhibition

Participation in the Demo Day is only possible in conjunction with participation in the EUROBIKE trade fair from 1.09.2010 to 04.09.2010. Successful approval for the EUROBIKE is therefore a prerequisite for possible approval for the Demo Day.

## 3. Organiser's liability

The rules for the liability of the Organiser are given by item 17 of the General Participation Guidelines.

## 4. Stand allocation

The Organiser endeavours to satisfy the wishes of the Exhibitors regarding stand location and stand size. Stand allocation is made based on the details provided by the Exhibitor upon registration. Deviations from these wishes due to planning reasons must be taken into account.

## 5. Application and confirmation

Application for registration shall be made with this form, which shall be fully completed and signed with legally binding signature, and sent as soon as possible to MESSE FRIEDRICHSHAFEN GmbH. With your signature you agree to our General and Terms of Participation Demo Day. The data will be stored by us by automatic processing with due regard to the provisos of article 23 of the Bundesdatenschutzgesetz (federal law regulating the protection of data). The signed application form is binding. Provisos of any kind cannot be considered. Upon receipt of your application you will receive a written confirmation (this is no stand confirmation!) and, in case of admission, a confirmation of your stand-site as soon as stand-planning is completed. As exhibitor you are obligated to only exhibit specified products and keep the stand occupied for the entire duration of the exhibition. Prior to accepting other companies or products at your stand you will need the consent of MESSE FRIEDRICHSHAFEN GmbH.

Due to special circumstances it might be necessary to: relocate your stand, to alter the size and dimensions of reserved space, to change entrances, exits and corridors or to make structural changes even after you have received a confirmation of your stand.

## 6. Stand rent and additional costs

The stand rent is set at €25.00/m<sup>2</sup> for individual stand sizes. When calculating the stand rent, any fractions of square meters are rounded off. All prices are plus VAT. Any waste produced when building or dismantling the stand must be removed by the Exhibitor at the Exhibitor's own cost. The disposal of any waste left behind on the Expo site on Demo Day shall be charged for.

## 7. Terms of payment

The invoiced stand rent is payable upon receipt, by August 1, 2010 the latest. Invoices issued after August 1, 2010 are to be paid in full immediately after receipt of invoice without any deductions. This provision is deemed a special agreement as defined by clause 5 of the General Exhibiting Guidelines. The right to occupy a stand is secured only if the contractually agreed payment deadlines have been met. Outstanding service bills (e.g. electricity) will be charged after Eurobike.

Banks: Payments to be made to MESSE FRIEDRICHSHAFEN GmbH by crossed cheque, by bank transfer Swift Code: SOLADEST

Bank address: Landesbank Baden-Württemberg, D-70144 Stuttgart, Germany  
IBAN Code DE 72600501010004570079, Bank sort code: 60050101, Account No.: 4570079 or by credit card.

Failure to comply with the terms of payment and to meet deadlines may lead to exclusion from the exhibition and invoicing of any expenses incurred plus default interest at the customary bank rates. Foreign exhibitors (companies) can have the value added tax they have been charged reimbursed if the appropriate legal requirements are fulfilled (see order form 22).

## 8. Rescission of the contract by the Exhibitor

Should the Exhibitor want to withdraw from this contract, this shall only be possible if such withdrawal is made in writing, stating factually justified reasons. If withdrawal is made after 31.07.2010, the stand rent shall be payable in full, unless the stand can be rented to another firm or unless the Exhibitor provides the Organiser with evidence of minor damage. If the Organiser is not able to re-rent the stand, a cancellation fee of 25% of the stand rent shall be charged; the Exhibitor is also free to furnish proof of minor damage in this case as well.

## 9. Rescission of the contract by MESSE FRIEDRICHSHAFEN GmbH

The Organiser can terminate the contract with the Exhibitor if the payments agreed with the Exhibitor under item 7 are not remitted on time.

## 10. Cancellation of EUROBIKE Demo Day

If the Demo Day has to be cancelled for reasons that are outside the Organiser's control (such as 'acts of God' or similar), then the Exhibitor shall be reimbursed for any payments already made. The Organiser reserves the right to cancel or rename the Demo Day or to change the event's venue or date. In all other respects item 7 of the General Participation Guidelines shall apply.

## 11. Stand assembly and opening times

The stand assembly is on Monday, August 30st 2010 during the whole day. By 8:00 am on 31.08.2010 at the latest, all Exhibitors must have built up their stands on the exhibition area allocated to them. All stands must be kept open for the entire opening time of the Demo Day. The Demo Day opening time is from 10:00am to 5:00 pm on 31.08.2010. If an Exhibitor has not built his stand by the stated deadline, or if he/she leaves his/her stand unattended during the Demo Day, then the Organiser reserves the right to seize the exhibition area and cancel the contract with the Exhibitor with immediate effect. The Exhibitor has no entitlement to reimbursement of any payments already made.

## 12. Care of the exhibition area

The Exhibitor shall be responsible for keeping his/her own exhibition area clean and must report any damage to the Organiser immediately.

## It's forbidden to use earth-nails to fix the superstructures!

## 13. Exhibitor guide

The Organiser shall send an exhibitor guide to the Exhibitors before the commencement of the Demo Day. This exhibitor guide will contain further information about the Demo Day and on how to get there, as well as site maps and contact information.

## 14. Exhibition merchandise

Exactly what exhibition merchandise is going to be shown on the stand must be stated on the registration form. The exhibition merchandise must only concern those goods and services listed in the product directory. Any non-listed merchandise may be removed from the stand by the trade fair management at the cost of the Exhibitor after opening.

## 15. Approval of stand design, stand technology and stand events

The playing of music and the use of audiovisual aids shall require express approval by the Organiser. The same shall apply for stand parties.

## 16. Sales ruling

Over-the-counter sales as well as any other goods and services rendered from the stand are prohibited. Exhibition merchandise must not be handed over to buyers until after the conclusion of the trade fair. In all other respects, item 11 of the General Participation Guidelines shall apply.

## 17. Infringements against the Conditions of Participation

If there are any infringements against the Conditions of Participation the Organiser can close your stand immediately and perform the clearing of your stand himself without having to telephone for legal assistance. This is particularly applicable for infringements against item 9 of the General Participation Guidelines.

## 18. Surveillance

The Organiser accepts no obligation to look after any exhibition merchandise brought to the stand, any stand equipment or any objects that are in the possession of persons serving on the stand.

## 19. Verbal agreements

Verbal agreements going above and beyond this contractual framework shall only be valid after written confirmation.

# General exhibiting guidelines for trade fairs and exhibitions of IDFA members\*



In the event of non-conformity, the agreements shall apply in the following order:

1. Individual binding agreements,
2. Special exhibiting conditions,
3. General exhibiting guidelines.

## 1.0 Registration

- 1.1 Anyone wishing to register (ordering of a stand) for a trade fair or exhibition (hereinafter called "event") shall do so using the application form, which shall be completed in full and signed with legally binding effect. This application shall be regarded as a contract offer from the exhibitor, which requires acceptance by the organizer of the trade fair (hereinafter called "organizer"). Submission of the application form shall constitute no grounds for admission to the trade fair or exhibition.
- 1.2 By submitting the application form, the exhibitor shall hereby accept these "General Exhibiting Guidelines", the "Special Exhibiting Conditions" applying to the particular event, the "House Rules", the "Technical Guidelines" and the regulations contained in the "services catalogue". This obligation shall also extend to the persons employed by the exhibitor at the event, the subexhibitors registered by the exhibitor and his other agents. These General Exhibiting Conditions shall take precedence over the Technical Guidelines. Provisions in the application form and the Special Exhibiting Conditions shall take precedence over these General Exhibiting Conditions.
- 1.3 The exhibitor shall be obliged to comply with relevant labour and trade legislation, environmental protection regulations, fire protection and accident prevention regulations, and the provisions of competition law.
- 1.4 The exhibitor shall continuously monitor compliance with the above-mentioned regulations by the persons whom he employs at the event, his registered subexhibitors and his other agents. In the event of an infringement of this obligation, the exhibitor shall intervene or inform the organizer about this infringement.
- 1.5 By submitting the application form, the exhibitor hereby agrees to his personal data being recorded, processed and used for the purpose of organizing the event and for purposes of advertising, market research or opinion research – in accordance with the latest version of the Federal Data Protection Act – and to these data being passed on to third parties in connection with the above-mentioned purposes. The exhibitor shall hereby give his consent in this respect, unless he has filed an express objection. The exhibitor shall also be obliged to take part in electronic visitor recording and evaluation programmes, and shall agree to the publication of information relating to his participation via electronic media, including the Internet.

## 2.0 Admission

- 2.1 The organizer shall take a decision, if necessary in agreement with the respective committees, regarding the admission of the exhibitor and registered exhibits via a written confirmation of admission; a contract shall come about with the admission of the exhibitor (see subsection 1.3 (3)).
- 2.2 The organizer may exclude individual exhibitors or suppliers from taking part in the event for factually justified reasons, especially if the amount of space available is insufficient. The organizer may also restrict the event to certain exhibitor groups or supplier groups if this is necessary to attain the purpose of the event. The organizer shall also be entitled to impose restrictions on the registered exhibits and change the amount of registered space. Admission shall only apply to the registered exhibits, the exhibitors mentioned in the confirmation of admission and the space stipulated therein. No items apart from those which have been registered and admitted to the event may be exhibited.
- 2.3 The exhibitor shall have the actual and legal power of disposal over the registered exhibits and shall be in possession of any necessary official operating licences. Descriptions and brochures relating to the goods or services to be exhibited shall be submitted by the exhibitor on request.

## 3.0 Space assignment

- 3.1 The organizer shall personally assign space in accordance with the subject and structure of the particular event and the actual amount of space available. If possible, the organizer shall try and accommodate requests for specific space assignments in the registration form. The order in which applications are received shall not be the sole decisive factor in assigning space.
- 3.2 If required, the organizer shall be entitled to change the size, form and location of assigned exhibition space. The organizer shall immediately inform the exhibitor about the need for such a measure. If possible, the organizer shall assign a similar amount of stand space to the exhibitor. In the event of a change in the participation fee, it shall be refunded or recalculated. The exhibitor shall be entitled to withdraw his application within one week after receipt of notice of the change. Damages claims shall be mutually excluded. The exhibitor shall take account of the fact that the location of other stands may have changed between the date of admission and the start of the event; the exhibitor shall not be entitled to derive any claims resulting from this change. The organizer shall admit exhibitors to the event by issuing written confirmation of participation along with details of the stand provided (stand confirmation). Unless otherwise agreed in writing, the participation contract between the exhibitor and the organizer shall hereby be concluded with legally binding effect. If the contents of the stand confirmation differ from the contents of the exhibitor's registration form, the contract shall be concluded on the basis of the stand confirmation, unless the exhibitor objects in writing within two weeks.

## 4.0 Unauthorised transfer of stand space, joint exhibitors, subexhibitors

- 4.1 The assigned stand space may not be exchanged with another exhibitor. Partial or complete transfer of the stand space or subletting of the stand space to third parties shall also not be permitted without the approval of the organizer. In the event of an infringement of this provision, the organizer shall be entitled to terminate the contract immediately according to section 16 for good cause.
- 4.2 If several exhibitors want to rent a stand together, they shall name a jointly appointed authorised representative on the application form. The organizer shall negotiate solely with this authorised representative. If several exhibitors rent a stand together, every one of them shall be jointly and severally liable to the organizer.
- 4.3 The exhibitor may only accept subexhibitors with the prior approval of the organizer. Subexhibitors shall be regarded as all companies which, apart from the applicant, exhibit or are represented on the hired stand. They shall also be regarded as subexhibitors if they have close economic or organizational ties to the applicant. The exhibitor shall enter the names of all subexhibitors on the application form. Subexhibitors not named on the application form may not display exhibits on the exhibitor's stand.
- 4.4 A registration fee (see Special Exhibiting Conditions) shall be charged for every participating subexhibitor. This registration fee shall be invoiced with the participation fee plus the statutory value-added tax.

## 5.0 Fees, payment deadlines and terms, lessor's right of lien

- 5.1 The participation fee amount and the payment deadlines are shown in the Special Exhibiting Conditions. The payment deadlines shall be observed. Prior and full payment of the invoice on the stipulated dates shall be a prerequisite for taking possession of the assigned stand space and for handing over the exhibitor passes. No provision shall be made for deferral of payment in the event of any deviation from this regulation. Objections to the invoice may only be taken into account if they are sent in writing within 14 days after receipt of the invoice. When sending the invoice, the organizer shall draw the exhibitor's attention in particular to the importance of his actions.
- 5.2 An AUMA service fee amounting to €0.60 per square metre of stand space shall be charged for the activities of the Association of the German Trade Fair Industry (AUMA), Littenstrasse 9, 10179 Berlin. This service fee shall be listed separately on the invoice.

- 5.3 All invoice amounts shall be transferred in Euro without any bank charges or deductions quoting the customer number and invoice number to one of the accounts shown on the invoice. If the exhibitor fails to pay on time, the organizer shall be entitled to charge interest amounting to the interest rate which he would pay for taking out corresponding loans, but at least 8 percent above the current base interest rate, plus a fee of €3.00 for every additional warning letter. The organizer shall reserve the right to assert claims for statutory interest after the due date (section 353 of the German Commercial Code), any further damage caused by default and other rights arising from these Exhibiting Conditions. The exhibitor shall be entitled to provide the organizer with documentary evidence to the effect that the latter suffered no damage over and beyond the statutory default interest rate as a result of default in payment.

- 5.4 If the exhibitor culpably fails to comply with his payment obligations on time, the organizer shall reserve the right, after granting a reasonable period of grace with consideration of the circumstances and the remaining time, to terminate the contract with immediate effect according to section 16 for good cause.

- 5.5 Should an exhibitor fail to comply with his payment obligations, the organizer may exercise his right of lien, retain the exhibits and the stand fittings, and have them auctioned at the expense of the exhibitor, each time after prior written notification, or to sell them privately if they have a stock exchange price or a market price.

## 6.0 Non-participation by the exhibitor

- 6.1 Non-participation by the exhibitor shall not generally release him from his contractual obligations. The exhibitor shall be obliged, in particular, to pay the contractually due fees. The organizer shall not be obliged to accept a replacement exhibitor nominated by the exhibitor.

- 6.2 In the event of non-participation, the participation fee shall become due for payment immediately if the due date has not already been established according to subsection 5.1.

- 6.3 In order to ensure that the trade fair/exhibition has a unified appearance, the organizer shall be entitled to reassign the stand space not used by the exhibitor if the latter does not take part in the event. The exhibitor shall pay an administrative fee (see subsection 16.6) for the attempts by the organizer to hire the exhibition stand for a consideration other than through an exchange with the stand space of another exhibitor. This provision shall also apply if the stand space is reassigned to a replacement exhibitor who is nominated by the exhibitor and accepted by the organizer. If no interested party is found, the organizer shall be entitled to arrange the stand space at the expense of the exhibitor.

- 6.4 In the event of non-participation by a subexhibitor, the exhibitor shall still be obliged to pay the full registration fee (see subsection 4.4). The exhibitor shall also not be released from the obligation to pay the participation fee if the assigned stand space is hired in another way, but the total area available for the event cannot be fully hired out.

## 7.0 Cancellation, relocation and change in the duration of the event

- 7.1 The organizer shall be entitled to cancel the event for good cause, change its date and location, change its duration or - if necessitated by space conditions, police instructions or other compelling reasons - move the stand space assigned to the exhibitor, change its dimensions and/or limit the stand space. Any change in regard to the venue or time or any other change shall become an integral part of the contract when the exhibitor is notified accordingly. In this case, the exhibitor shall be entitled to withdraw from the contract within 14 days after receipt of the notice of change. Compensation claims against the organizer shall be excluded in this case, unless the change was due to gross negligence or intent on the part of the organizer or his agents.

- 7.2 Cases of force majeure, which prevent the organizer from fulfilling all or some of his obligations, shall release him from the performance of this contract until such time as force majeure ceases. The organizer shall inform the exhibitor immediately, unless he is also impeded by a case of force majeure. The impossibility of a sufficient supply of auxiliary materials such as electricity, heating, etc., as well as strikes and lockouts shall be regarded as tantamount to a case of force majeure - unless they only last for a short period or were caused by the organizer. If the organizer incurs costs in these cases for the preparation of the event, the exhibitor shall be obliged to pay these costs.

- 7.3 If the organizer is able to stage the event at a later date, the exhibitor shall be notified accordingly. The exhibitor shall be entitled to withdraw from the contract within 14 days after receipt of this notification. Compensation claims against the organizer shall be excluded in this case, unless the change of date was due to gross negligence or intent on the part of the organizer or his agents.

- 7.4 If the organizer is responsible for cancelling the event, the exhibitor shall not be obliged to pay the participation fee.

- 7.5 If the organizer is forced to shorten an event already in progress on account of the occurrence of force majeure or for other reasons for which he is not responsible, the exhibitor shall not be entitled to claim full or partial reimbursement or waiver of the participation fee.

## 8.0 Stand construction, fittings and design

- 8.1 All exhibition stands and other event areas shall be measured and marked by the organizer (see also the Technical Guidelines); in case of doubt, the organizer shall have the right to make a final decision (section 315 of the German Civil Code).

- 8.2 The exhibitor shall be obliged to build a trade fair stand or an exhibition stand (stand) on the rented exhibition space. The stand shall be occupied on time, but at the latest 24 hours before the start of the event. If the exhibitor does not occupy the stand on time, the organizer may terminate the contract immediately according to section 16 for good cause.

- 8.3 Exhibits, stand equipment and/or other items, which were not shown on the application form or whose appearance, smell, lack of cleanliness, noise or other characteristics create an unreasonable nuisance or disturbance affecting the smooth running of the event or which otherwise turn out to be unsuitable shall be removed immediately at the request of the organizer. If these items are not removed at once, the organizer may dispose of them at the exhibitor's expense and terminate the contract immediately according to section 16 for good cause.

- 8.4 In principle, every exhibitor shall be free to design and equip their stand according to their own criteria. However, the stand design and equipment shall take account of the typical exhibiting criteria of the event and all conditions of the organizer, especially the Technical Guidelines, the Special Exhibiting Conditions and the provisions of the services catalogue. The organizer shall be entitled to request the exhibitor to submit plans and stand descriptions that are true to dimensions.

- 8.5 The name of the company and the address or head office of the exhibitor shall be clearly marked on a stand sign. The names of the companies commissioned to design and build the exhibition stand shall be notified to the organizer.

- 8.6 The stand shall be properly equipped and occupied by knowledgeable personnel at the fixed opening times throughout the duration of the event stipulated in the Special Exhibiting Conditions.

- 8.7 If the design and/or equipment of a stand do not comply with the relevant specifications, the organizer may request that the stand be changed or removed accordingly by the exhibitor. The costs in this case shall be

\* The IDFA is the community of interests of German trade fair and exhibition cities. Its members are the trade fair companies in: Bremen, Dortmund, Essen, Friedrichshafen, Hamburg, Karlsruhe, Leipzig, Offenbach, Pirmasens, Saarbrücken and Stuttgart. In the interest of equal and fair treatment of exhibitors, members of the IDFA publish these guidelines on the basis of voluntary cooperation. The members are entitled to conclude different agreements with exhibitors. In order to become valid, these agreements and arrangements shall require the written approval of the individual IDFA member.

borne by the exhibitor. If the exhibitor fails to comply with this request straightaway, the organizer shall be entitled to change the stand at the exhibitor's expense or terminate the contract immediately according to section 16 for good cause.

- 8.7 Construction of the stand shall be completed at the latest before the end of the construction times stipulated in the Special Exhibiting Conditions. The exhibitor shall not be entitled to remove exhibits from the stand or start dismantling the stand before the beginning of the stand dismantling times stipulated in the Special Exhibiting Conditions.
- 8.8 Any exhibits exceeding the fixed height limits for the stands shall require the permission of the organizer. This provision shall also apply to the presentation of very heavy exhibits for which foundations or special equipment are required.
- 8.9 The exhibitor shall be solely responsible for vacating the stand on time and restoring the original state of the exhibition space. All obligations of the exhibitor shall end after expiry of the stand dismantling period stipulated in the Special Exhibiting Conditions. The organizer shall accept no responsibility whatsoever for goods left on the trade fairgrounds, including those which were sold to a third party during the event. The organizer shall be entitled to charge a reasonable storage fee for goods which are not dismantled and taken away on time; the organizer shall also be entitled to use a suitable company to remove and store goods immediately at the exhibitor's expense and risk.

## 9.0 Advertising

- 9.1 The exhibitor shall only be entitled to use any kind of advertising on his stand for his own company and solely for the goods which he produces or sells, provided they have been registered and admitted to the event.
- 9.2 Loudspeaker advertising, other acoustic measures and slide, film or video presentations and other noisy measures shall require the written approval of the organizer. This provision shall also apply to the use of audio or visual equipment for the purpose of attaining a better advertising impact or if the demonstration of exhibits is noisy.
- 9.3 The organizer shall be entitled to stop unauthorised advertising without the aid of courts or the police and to personally remove it or have it removed. The costs of removing unauthorised advertising shall be borne by the exhibitor. Licences that have already been issued may be subjected to restrictions or revoked in the interest of maintaining an orderly event if no other remedial measures are possible.
- 9.4 If the exhibitor plays back mechanically reproduced music, he shall be obliged to obtain the necessary public performance licence and pay the fees in this respect.
- 9.5 The exhibitor shall not be permitted to carry or drive around advertising media on the trade fairgrounds or distribute printed matter and samples outside his stand.
- 9.6 The exhibitor shall be strictly forbidden to approach and interview visitors outside the stand. In the event of an infringement of this provision, the organizer shall be entitled to terminate the contract immediately according to section 16 for good cause.
- 9.7 Political advertising and/or political statements shall not be permitted, unless the political statement forms part of the event. In the case of political statements or political advertising which are capable of disturbing the smooth running of the event or public order, the organizer shall be entitled but not obliged to request the exhibitor to stop showing the offending items and to remove them from his stand. If the exhibitor fails to comply with this request, the organizer shall be entitled to terminate the contract immediately according to section 16 for good cause.

## 10.0 Direct selling

- 10.1 Direct selling shall not be permitted, unless it is expressly permitted in the event-related "Special Exhibiting Conditions". If direct selling is permitted according to the "Special Exhibiting Conditions", the items for sale shall be marked with clearly legible price tags according to the Price Quotation Ordinance.
- 10.2 The exhibitor shall be responsible for obtaining and maintaining licences from the trade supervisory and public health authorities.

## 11.0 Exhibitor passes

After paying the invoice amounts in full (see section 5), every exhibitor shall receive for his stand exhibitor passes entitling him to free admission to the event (see Special Exhibiting Conditions). The number of exhibitor passes shall not be increased through the inclusion of subexhibitors. Additional exhibitor passes may be obtained on payment of a charge to the organizer (see Special Exhibiting Conditions). The exhibitor passes shall be intended for stand personnel and shall be completed in accordance with the instructions on the pass. Exhibitor passes may not be passed on to third parties.

## 12.0 Security, cleaning, waste disposal

- 12.1 Stand security and supervision during the daily opening hours of the event shall normally be the responsibility of the exhibitor, also during the stand construction and dismantling periods. The organizer shall only be responsible for general supervision of the halls and the trade fairgrounds outside the opening hours of the event. No services shall be provided in connection with custody, safekeeping or protection of interests of the exhibitor. Valuable, easy-to-remove items belonging to the exhibitor shall be placed under lock and key at night-time. The exhibitor shall use, at his own expense, the security firm commissioned by the organizer for additional stand supervision.
- 12.2 The organizer shall pay the costs for general cleaning of the trade fairgrounds and the exhibition hall aisles. The exhibitor shall be responsible for cleaning his stand/stand area. Cleaning of the stand shall be completed each day before the event starts. The exhibitor shall use the cleaning company appointed by the organizer to clean his stand. If the exhibitor uses his own cleaning personnel, they may only carry out their work one hour before and after the daily opening times of the particular event.
- 12.3 In the interest of environmental protection and environmentally-friendly trade fairs, the exhibitor shall be obliged in principle to reduce the amount of packaging and waste; this obligation shall also include the use of brochures. If separate waste disposal systems are used, the exhibitor shall utilise them and also pay his share of any waste disposal costs according to the "polluter principle". If the exhibitor leaves behind rubbish or other items after vacating the stand, the organizer shall be entitled to dispose of or destroy these items at the exhibitor's expense.

## 13.0 Photography and other visual recordings

- 13.1 All types of commercial visual recordings, especially photography and film/video recordings, on the trade fairgrounds may only be carried out by persons who have been authorised to do so by the organizer and are in possession of a valid pass issued by the organizer. Stand photographs, which are to be taken outside the daily opening hours and require special lighting, shall be subject to the approval of the organizer. Any resulting costs shall be borne by the exhibitor, unless they are paid by the photographer.
- 13.2 The organizer – and with the approval of the organizer – press journalists and television stations shall be entitled to photograph, draw and make film and video recordings of the event, the exhibition buildings/stands and the exhibited items, and to use these photographs, drawings and recordings free of charge for advertising purposes or press publications.

## 14.0 Protection of industrial property rights

- 14.1 The exhibitor shall be solely responsible for protecting copyright or other industrial property rights relating to the exhibits. Six-month protection from the start of an event in accordance with the Law Relating to the Protection of Samples at Exhibitions dated 18 March 1904 (Reich Law Gazette, page 141) and the Trademark Reform Law dated 25 October 1994 (Federal Law Gazette 1, page 3082) shall only take effect if the Federal Minister of Justice has published a corresponding announcement in the Federal Law Gazette for a specific exhibition (exhibition protection).
- 14.2 Every exhibitor shall be obliged to observe the industrial property rights of other exhibitors and shall refrain from infringing these industrial property rights. If it is proved that the exhibitor has infringed industrial property rights, the organizer shall be entitled to terminate the contract immediately according to section 16 for good cause.

## 15.0 House authority

The exhibitor shall comply with the organizer's house authority throughout the trade fairgrounds during the event. The exhibitor shall follow the instructions of the organizer's employees, who shall identify themselves by means of an official pass. The length of stay on the trade fairgrounds for exhibitors and their employees or authorised representatives shall be limited to one hour before and after the daily opening hours of the particular event. Stands of other exhibitors may not be visited outside the daily opening times without the permission of the stand owner.

## 16.0 Violations of duty, right to terminate the contract, contractual penalty

- 16.1 Culpable violations of the exhibitor's duties from the contract or of the provisions of the organizer's house rules shall entitle the organizer to terminate the contract immediately for good cause if the violations are not discontinued straightaway. Good cause for terminating the contract immediately shall be deemed to exist, in particular, if the exhibitor violates the obligations stipulated in subsections 4.1, 5.4, 8.2, 8.3, 8.6, 9.6, 9.7 and 14.2.
- 16.2 If the contract is terminated for good cause, the organizer shall be entitled to close down the exhibitor's stand immediately and request the exhibitor to dismantle the stand straightaway and vacate the stand space.
- 16.3 If the exhibitor does not dismantle the stand or clear the stand area on time, the organizer shall be entitled to either personally dismantle the stand and/or clear the stand area or have this work carried out by third parties at the expense of the exhibitor.
- 16.4 The exhibitor shall be obliged to pay the due participation fee as minimum compensation for the rest of the event if the stand area cannot be hired or can only be hired for a consideration through exchange with the stand area of another exhibitor.
- 16.5 If a replacement exhibitor cannot be found for the stand area of the exhibitor whose contract has been terminated, the organizer shall be entitled to design the stand area at the expense of the exhibitor in order to ensure a unified appearance of the event.
- 16.6 The exhibitor shall pay a flat-rate net management charge amounting to 25% of the participation fee, but at least €400 plus the statutory value-added tax for the attempts by the organizer to rent the stand area for a consideration in a way other than through exchange.
- 16.7 The organizer shall be entitled to request the exhibitor to pay in every individual case a maximum contractual penalty of €10,000, which is to be fixed by the organizer according to his fair judgement and reviewed by the competent regional court in the event of dispute, if the exhibitor culpably violates his obligations from
- subsection 4.1: Unauthorised transfer of stand space
  - subsection 5.1: Duty to make advance payment
  - subsection 8.2: Stand construction
  - subsection 8.3: Non-removal of annoying objects
  - subsection 8.6: Stand design/equipment
  - subsection 8.9: Vacation of stand on time
  - subsection 9.6: Unauthorised approaching/interviewing of visitors
  - subsection 9.7: Ban on political advertising
  - subsection 12.2: Failure to clean the stand
  - subsection 14.2: Infringements of industrial property rights

If the organizer is also entitled to compensation on account of the culpable infringement of obligations by the exhibitor, the contractual penalty shall be offset against the compensation claim.

## 17.0 Liability and Insurance

- 17.1 In the case of gross negligence, the organizer shall only be liable for the actions of his legal representatives and managers, except in the case of material contractual obligations (cardinal obligations) or in the event of loss of life, physical injury or damage to health.
- 17.2 In the case of slight negligence, the organizer shall only be liable for the violation of material contractual obligations or in the event of loss of life, physical injury or damage to health.
- 17.3 The organizer shall only be liable, irrespective of the legal reason, for foreseeable damage which can typically be expected to arise.
- 17.4 In so far as the organizer is liable in cases of minor negligence, his liability shall be limited to EUR 10,000.
- 17.5 The organizer's liability without fault for already existing defects in accordance with section 536 a (1) of the German Civil Code shall be expressly excluded. In particular, the organizer shall not be liable in this case for the exhibits or stand equipment or any subsequent losses of the exhibitor.
- 17.6 All damage shall be reported in writing immediately to both the police and the organizer. In the event of damage, the organizer shall only pay compensation amounting to the present value on presentation of written documentary evidence relating to the purchase costs.
- 17.7 Compensation for damages shall be excluded if the organizer's insurance company refuses to pay for the damages due to the late submission of a damage report by the exhibitor.
- 17.8 The exhibitor shall be liable to the organizer for the damage caused by the exhibitor himself, his employees, authorised representatives or exhibits and stand fittings. In the case of lump-sum compensation claims, the organizer shall still be entitled to prove to the exhibitor that he suffered higher damage. The exhibitor shall be entitled to prove that no damage occurred or that the damage was much less than that stated in the lump sum.
- 17.9 If the exhibitor is an event organizer within the meaning of the Sample Assembly Ordinance (MVStättVO) and according to the latest version of the State Assembly Ordinance, he shall be responsible according to the Sample Assembly Ordinance (MVStättVO), especially section 38 (1), (2) and (4), and the relevant provisions of the particular State Assembly Ordinance. The exhibitor shall be obliged in this case to release the organizer and his agents from any damage claims and administrative fines based on their operator liability according to section 38 (5) of the Sample Assembly Ordinance (MVStättVO) or the relevant provisions of the particular State Assembly Ordinance. The provisions of subsection 17.1 shall not be affected.
- 17.10 The organizer shall bear no insured risk whatsoever in respect of the exhibitor. The exhibitor is expressly referred to the possibility of taking out his own insurance coverage. Every exhibitor shall have the possibility of acquiring extensive insurance coverage on the basis of general contracts concluded by the organizer. Further details on this insurance can be found in the registration documents.

## 18.0 Saving clause, statutory limitation, right of retention

- 18.1 If one of the clauses of these General Exhibiting Conditions is or becomes invalid or unenforceable, the validity of the other clauses shall not be affected. The contracting parties shall be obliged in this case to agree a valid and enforceable clause which comes as close as possible to the clause to be replaced within the meaning of the General Exhibiting Conditions; this provision shall also apply to any loopholes in the General Exhibiting Conditions.
- 18.2 The limitation period for claims against the organizer shall be one year, unless they are due to gross negligence or intent on the part of the organizer or the claims are subject to a statutory limitation period of more than three years.
- 18.3 The exhibitor shall only be entitled to offset claims against the organizer if his counterclaims are legally enforceable, are undisputed or have been accepted by the organizer. This provision shall also apply to rights of retention if the exhibitor is a registered trader, a legal person under public law or a special public asset. If the exhibitor does not belong to this group of persons, he shall be entitled to exercise a right of retention in so far as his counterclaim is based on the same contractual relationship.

## 19.0 Place of performance, place of jurisdiction, applicable law

- 19.1 The law of the Federal Republic of Germany shall apply solely to all legal relations between the organizer, his employees, agents and vicarious agents on the one hand and the exhibitor or his employees, agents and vicarious agents on the other hand.
- 19.2 For both contracting parties, the place of performance and place of jurisdiction (also for legal proceedings for dishonoured cheques or bills) shall be the domicile of the organizer, provided the exhibitor is a registered trader, a legal person under public law or a special public asset, or if there is no general place of jurisdiction in Germany. However, the organizer shall reserve the right to take legal action at the general place of jurisdiction of the exhibitor.

## 20.0 Priority

The German version of the contractual conditions shall be authoritative in regard to the legal relationship between the contracting parties.

The German text shall be legally binding.