

Messe Friedrichshafen GmbH  
 Postfach 2080  
 88010 Friedrichshafen, Germany  
 Telefon: +49 (0) 75 41/7 08-0  
 Telefax: +49 (0) 75 41/7 08-110  
 E-Mail: fruchtwelt@messe-fn.de  
 www.messe-friedrichshafen.de

# Application form

(1-fold for exhibition company)



International Trade Fair  
 for fruit, berries, hops and  
 distillation

February 24–26, 2012  
 Friedrichshafen, Bodensee

Company: \_\_\_\_\_

**Co-exhibitor:** Co-Exhibitor fee: EUR 100.- (plus VAT)  
 For the mandatory entry in the catalogue + internet a fee of EUR 80.- plus VAT  
 will be charged

Street (no P.O.Box): \_\_\_\_\_

Company: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Street (no P.O.Box): \_\_\_\_\_

Company head  
 or director:  
 (full name) \_\_\_\_\_

City/Zip: \_\_\_\_\_

Official in charge: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Internet: \_\_\_\_\_

Internet: \_\_\_\_\_

Invoice address:  Exhibitor  Co-exhibitor

VAT-ID-No.: \_\_\_\_\_

VAT-ID-No.: \_\_\_\_\_

**Exhibits/Goods on offer: Please mark main emphasis**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Fruitgrowing, machines and implements | <input type="checkbox"/> Hops                                  | <input type="checkbox"/> Crop protection products |
| <input type="checkbox"/> Distillery/Distillation               | <input type="checkbox"/> Fruit trade, exploitation, processing | <input type="checkbox"/> Others:                  |
| <input type="checkbox"/> Municipal implements                  | <input type="checkbox"/> Fruit                                 | _____   |

Products:	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	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"/>	_____	_____	_____

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

**We would like to book the following stand space:**

Length: \_\_\_\_\_ m x Width: \_\_\_\_\_ m = \_\_\_\_\_ sqm

**Hall stand** € /m<sup>2</sup> 65.-

**Open-air grounds** € /m<sup>2</sup> 40.-

**Modular stand** € /m<sup>2</sup> 140.- (see enclosure)

For discounts please refer to 10b overleaf. Only valid for application no  
 later than July 31th 2011.

**The minimum size in halls is 12 sqm**  
**No partition walls will be provided!**  
**Floorcovering is mandatory.**

**AUMA-fee:** € /m<sup>2</sup> 0.60  
**Catalogue mandatory entry fee:** € 80.00  
**Power consumption up to 3.0 kW:** included  
 (please order power connection with form 2)

For bank account, dates and terms of payment please refer to Special  
 Terms of Participation (overleaf).

The contract shall be based upon:  
 – the enclosed **General Exhibiting Guidelines**  
 – the **Special Terms of Participation**  
 – the technical forms provided together with the admission forms

According to § 2 of the General Exhibiting Guidelines, this application  
 cannot be regarded as admission.

We hereby apply for exhibition space at FRUCHTWELT BODENSEE 2012,  
 and accept the exhibition conditions:

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

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

**All prices given are net prices. The statutory VAT will be charged  
 separately where applicable.**  
**Place of jurisdiction is Tett nang**

# Special Terms of Participation

## for FRUCHTWELT BODENSEE 2012



### 1. Duration and place of exhibition

The FRUCHTWELT BODENSEE will take place from Friday, February 24 to Sunday February 26, 2012 at the exhibition grounds in Friedrichshafen. The trade fair is open Friday and Saturday from 9 a.m. to 6 p.m. and Sunday from 9 a.m. to 5 p.m. The right to alter the opening hours on serious reasons is reserved. Such changes will be announced on time.

### 2. Admission

Admitted are all companies whose exhibited products correspond within the scope of exhibition. Admission will be decided upon by Messe Friedrichshafen GmbH and confirmed in writing.

### 3. Application and confirmation

Application for registration shall be made with this form, which shall be fully completed and signed with legally binding signature, and send as soon as possible to Messe Friedrichshafen GmbH. With your signature you agree to our General and Special Terms of Participation. The data will be stored by us by automatic processing with due regard to the provisos of article 13 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 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.

### 4. Exhibits

The application form must contain exact details of the exhibited products. These may only include products and services belonging to one of the categories listed in the index. Those exhibits that are not included can be removed from the stand by the organizer after commencement of the exhibition and at the exhibitor's cost. This is especially the case if, due to incorrect definitions (collective groupings), competitive goods are located either next to one another or in close proximity to one another. Further, exact details are required from exhibitors of wholesale goods of the manufacturer, with commercial address, and the exhibited articles.

### 5. Commercial property rights

MESSE FRIEDRICHSHAFEN 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 that an exhibitor at one of MESSE FRIEDRICHSHAFEN GmbH's events has violated laws of the kind mentioned in paragraph 1, MESSE FRIEDRICHSHAFEN GmbH is entitled to bar that exhibitor from the next event of this kind after the court decision is res judicata if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

### 6. Cancellation

If the exhibitor is cancelling the contract after a stand has been assigned to him, withdrawal clause point 6 of the General Guidelines for Participation in Fairs and Exhibition of IDFA Members will apply.

### 7. Sales regulations

If the exhibitor is cancelling the contract after a stand has been assigned to him, withdrawal clause point 6 of the General Guidelines for Participation in Fairs and Exhibitions of IDFA Members will apply. The cancellation fee will be 25 % of the invoiced stand rental fee, if we are able to sell the stand to another company. In case we cannot sell the stand to another company we will charge you the full stand rental fee.

### 8. Official Regulation

Under the terms of the Price Indication Act of September 18, 1969 modified October 25, 1971, (BGB 1.i 1979), the generally applied price of an article must be shown. Where open food and drink are offered for sale, the stand must be equipped with a water supply and wastewater outlet. In addition, persons serving food and drink must be in possession of a valid official Health Certificate. Exhibitors are responsible for obtaining necessary authorizations. The use of liquid gas equipment inside the halls is absolutely prohibited under the terms of the "Official Regulations" (see condition in Technical Forms folder)

### 9. Booking and assignment of stands

Messe Friedrichshafen GmbH will endeavor to satisfy wishes regarding location and size of the stand considering the arrangement inside the halls and open ground. Stand allocation will be based on the data stated in the exhibitor's form submitted with the application. Deviations are to be expected for technical reasons. With the official confirmation of admission, a layout plan will be submitted showing the position of the exhibitor's stand.

### 10a. Stand rent / fees

€/m<sup>2</sup> 65,- within halls; €/m<sup>2</sup> 40,- in the open-air grounds. Prices are valid for the duration of the exhibition. For two stories an additional 50% will be charged. All prices are net prices. VAT has to be added. For calculation purposes, fractions of a square meter are rounded up, without making any allowance for columns, offsets, installation outlets, etc. The minimum size in halls is 12 m<sup>2</sup>. **Co-exhibitor fee:** € 100.- per company (+ catalogue entry fee € 80,-).

**Electrical power consumption:** The basic connection up to 3 KW is already included in the stand rental free. Consumption exceeding 3 KW will be charged commensurately higher.

**Waste disposal:** Garbage and waste from construction and dismantling has to be disposed of by the exhibitor. Disposal of waste that has been left on the exhibition grounds after the show will be invoiced to the exhibitor. Carpets must not be disposed of on the exhibition grounds.

**AUMA-fee:** A surcharge of €/m<sup>2</sup> 0.60 will be imposed in accordance with the agreement signed with the Exhibition and Trade Fair Committee of German Industry (AUMA).

### 10b. Discount for stand within halls:

Only valid by registration before July 31, 2011

up to 50 m<sup>2</sup> prices per m<sup>2</sup> € 65,-

from 51 m<sup>2</sup> and more prices per m<sup>2</sup> € 54,-

more then 100 m<sup>2</sup> prices per m<sup>2</sup> € 43,-

Example for calculation:

204 m<sup>2</sup>: (50 m<sup>2</sup> x € 65,-) + (50 m<sup>2</sup> x € 54,-) + (104 m<sup>2</sup> x € 43,-) = € 10.422,-

### 11. Stand construction/volume control

Stands exceeding the standard height of 2.5 meters or special constructions must be submitted with the stand plans to the project management for approval not later than four weeks prior to the construction work. The replaying of music at exhibition stands or the use of audiovisual resources using sound system are also subject to approval.

Stands not occupied by February 24, 2012, 8.00 a.m., can be passed on otherwise by the organizer. In this case, the organizer is not obliged to allocate the exhibitor a new stand. However, if the organizer allocates the exhibitor a new stand, he may additionally charge the exhibitor with 10% of the initial fee for special expenditure. The stand may only be removed after the exhibition has been terminated.

**The use of floor coverings for all exhibition stands is absolutely compulsory.**

### 12. Catalogue and Internet entry

An exhibition catalogue will be published on behalf of the MESSE FRIEDRICHSHAFEN GmbH. All exhibiting companies are included in the show catalogue, on the Internet and on the website of MESSE FRIEDRICHSHAFEN GmbH. If provided, the e-mail and Internet addresses of the exhibiting companies will be listed and a link provided. An entry will be made in the alphabetical directory and the index of products. For the obligatory alphabetical entry and up to 4 entries in the list of products there is a flat rate of € 80.- invoiced with the stand rental.

### 13. Advertising

Flyers, posters and other publicity material may only be displayed/exhibited on the display stand space that has been rented. Furthermore, distributing flyers, putting up posters and using other publicity material within the trade fair grounds is strictly forbidden. Distribution or display of publicity that has not been approved will be charged to the advertiser. You have the opportunity of booking advertising space.

### 14. Terms of payment

Invoices made out by the project management have to be paid in full without any deductions not later than January 5, 2012. This provision is deemed a special agreement as defined by clause 6 of the General Terms and Conditions of Participation. The right to occupy a stand is secured only if the contractually agreed payment deadlines have been met.

Stand staff must be able to pay outstanding service bills during the exhibition.

**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, Deutsche Bank bank code: 600 50101, Account No.: 4 570 079 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. SWIFT-Code: SOLDADEST. IBAN-Nr.: DE 72600551010004570079

Foreign exhibitors (companies) can have the value added tax they have been charged reimbursed if the appropriate legal requirements are fulfilled. Please address applications to: Bundesamt für Finanzen, D-53221 Bonn. (see form 22)

### 15. Violation of exhibition terms and conditions

Violation of the exhibition terms and conditions gives Messe Friedrichshafen GmbH the right to close your stand immediately and to clear it off without requiring court action. This applies in particular to cases of advertising in contravention of the law, against good morals or directed against the purposes of the exhibition and in case of advertising for political or ideological purposes.

### 16. Technical documentation

Together with the admission confirmation and stand rental invoice the exhibitor will receive all necessary forms for ordering utility connections, furniture and carpeting rental, insurance, freight forwarding, hotel reservation etc.

### 17. Verbal agreements

Verbal agreements over and above the scope of the present contract are enforceable only if they have been confirmed in writing.

### 18. Temporary protection of inventions at exhibitions

Application is made for temporary protection of inventions at the exhibition. We point out that such protection can only be made out for registered pattern.

### 19. Deadlines

Payment: 50% immediately, The balance by January 5, 2012

Construction: from February 20, 2012

Dismantling: terminate February 29, 2012

# General Exhibiting Guidelines for Trade Fairs and Exhibitions of IDFA Members \*

Bremen  
Dortmund  
Essen  
Friedrichshafen  
Hamburg



Karlsruhe  
Leipzig  
Offenbach  
Saarbrücken  
Stuttgart

**IDFA**

In the event of any non-conformity, the following regulations shall apply in the undermentioned order (if available):

- A. Individual binding agreements of the organizer
- B. Special Exhibiting Conditions of the organizer
- C. General Exhibiting Guidelines

## 1. Participants

- 1.1 The participants in trade fairs and exhibitions shall be divided into exhibitors, co-exhibitors and additionally represented companies. They shall hereinafter be called "participants" for short.
- 1.2 The admission of one or more co-exhibitors shall only be possible in exceptional cases and shall entitle the organizer to charge a special fee.  
In all cases, however, the admitted exhibitor shall be liable for ensuring that the co-exhibitor(s) complies (comply) with the obligations upon the exhibitor.
- 1.3 Exhibitors, co-exhibitors and additionally represented companies  
An **exhibitor** shall be regarded as anyone who hires an exhibition stand for the duration of a trade fair or exhibition and takes part in this event with their own personnel and their own products or services.  
A **co-exhibitor** shall be regarded as anyone who takes part in a trade fair or an exhibition on the stand of an exhibitor with their own personnel and their own products or services. Co-exhibitors shall also include members of a group of companies and subsidiaries.  
In the case of an exhibitor who is actually a manufacturer, an **additionally represented company** shall be regarded as every other firm whose goods or services are offered by the exhibitor.  
If an exhibitor, who is a sales company, presents both products from a manufacturer and additional goods and services from other firms, these firms shall be regarded as **additionally represented companies**.
- 1.4 The admission of the exhibitor shall not lead to a contract between the co-exhibitors or additionally represented companies registered by the exhibitor and the organizer.  
The inclusion of co-exhibitors shall normally be subject to a licence and a charge. The inclusion of additionally represented companies shall be subject to a licence; a charge shall only be paid for these companies if this is stipulated in the Special Exhibiting Conditions. The charge shall be paid by the exhibitor; it may also be subsequently invoiced by the organizer.  
A written application for the inclusion of a co-exhibitor shall be sent to the organizer showing the full address and the names of contact persons.

## 2. Registration

- 2.1 Anyone wishing to register (participation and ordering of a stand) for a trade fair or exhibition (hereinafter called "event") shall do so using the registration 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. Submission of the application form shall constitute no grounds for admission to the event.
- 2.2 By submitting the application form, the exhibitor shall hereby accept these "General Exhibiting Guidelines" and, if available, the "Special Exhibiting Conditions" applying to the particular event, the "House Rules", the "Technical Guidelines" and the regulations contained in the "service documents". This obligation shall also extend to the persons employed by the exhibitor at the event, other participants registered by the exhibitor and other agents.
- 2.3 The exhibitor shall be obliged to comply with relevant labour and trade legislation, environmental protection regulations, fire protection regulations, accident prevention regulations and the provisions of competition law. The exhibitor shall also personally comply with EU Regulations No. 2580/2001 and No. 881/2001, especially in regard to finance and personnel.
- 2.4 The exhibitor shall continuously monitor compliance with the above-mentioned regulations by the persons whom he employs at the event, his other registered participants and other agents. In the event an infringement of this obligation, the exhibitor shall intervene and/or inform the organizer about the infringements.
- 2.5 By registering, the exhibitor agrees for **registrant-related data** to be recorded, processed and used for the purposes of event processing, as well as advertising or market-/opinion research and the associated required agreements under observation of the Data Protection Act and other data protection regulations (in their respective valid version), and to potentially be transmitted to third parties in connection herewith. The exhibitor also agrees to participate in electronic visitor acquisition programs and analysis programs, and agrees for information pertaining to his/her participation to be distributed via electronic media including the internet. **The regulations of the German Data Protection Act BDSG apply, particularly §§ 27 through 32 BDSG.**

## 3. Admission

- 3.1 The organizer shall take a decision, if necessary in agreement with the respective committees, regarding the admission of the exhibitor and registered exhibits to the event via a written confirmation of admission. A contract shall come about with the admission of the exhibitor (see subsection 2.1, sentence 3).
- 3.2 The organizer may exclude individual participants 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 groups of participants 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 participants 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.
- 3.3 The participant 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 participant on request.

## 4. Space assignment

- 4.1 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.
- 4.2 The organizer shall admit participants 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.

## 5. Unauthorized transfer of stand space, co-exhibitors, additionally represented companies

- 5.1 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 17 for good cause.
- 5.2 If several exhibitors want to rent a stand together, they shall name a jointly appointed authorized representative on the application form. The organizer shall negotiate solely with this authorized representative. If several exhibitors rent a stand together, every one of them shall be jointly and severally liable to the organizer.
- 5.3 The exhibitor may only accept co-exhibitors or additionally represented companies (cf. 1.4) with the prior approval of the organizer. Third parties shall also be regarded as co-exhibitors or additionally represented companies if they have close economic or organizational ties to the applicant. The exhibitor shall enter the names of all co-exhibitors or additionally represented companies on the application form. Co-exhibitors or additionally represented companies not named on the application form may not display exhibits on the exhibitor's stand.

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

- 6.1 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 participant 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.
- 6.2 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.
- 6.3 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 (§ 353 of the German Commercial Code), any further damage caused by default and other rights arising from these Exhibiting Conditions. The participant 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.
- 6.4 If the participant 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 17 for good cause.
- 6.5 Should a participant 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 participant, each time after prior written notification, or to sell them privately if they have a stock exchange price or a market price.

## 7. Non-participation by the participant

- 7.1 Non-participation by the participant shall not generally release him from his contractual obligations. The participant shall be obliged, in particular, to pay the contractually due fees. The organizer shall not be obliged to accept a replacement participant nominated by the participant.
- 7.2 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 6.1.
- 7.3 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 participant if the latter does not take part in the event. The participant shall pay an administrative fee (see subsection 17.6) 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 participant. This provision shall also apply if the stand space is reassigned to a replacement exhibitor who is nominated by the participant 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 participant.  
The participant 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.
- 7.4 In the event of non-participation by a co-exhibitor, the participant shall still be obliged to pay the full registration fee (see subsection 1.4).

## 8. Cancellation, relocation and change in the duration of the event

- 8.1 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 participant, change its dimensions and/or limit the stand space. Any change in regard to the venue or its time or any other change shall become an integral part of the contract when the participant is notified accordingly.  
In this case, the participant 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.
- 8.2 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 participant shall be obliged to pay these costs.
- 8.3 If the organizer is able to stage the event at a later date, the participant shall be notified accordingly. The participant 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.
- 8.4 If the organizer is responsible for cancelling the event, the participant shall not be obliged to pay the participation fee.
- 8.5 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.

## 9. Stand construction, fittings and design

- 9.1 All exhibition stands and other event areas shall be measured and marked by the organizer. In case of doubt, the organizer shall have the right to make a final decision (§ 315 of the German Civil Code).
- 9.2 The participant 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 participant does not occupy the stand on time, the organizer may terminate the contract immediately according to section 17 for good cause.
- 9.3 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 participant's expense and terminate the contract immediately according to section 17 for good cause.
- 9.4 In principle, every participant 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 service catalogue. The organizer shall be entitled to request the participant to submit plans and stand descriptions that are true to dimensions. The name of the company and the address or head office of the participant 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.
- 9.5 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.

\* 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, 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.

- 9.6 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 participant. The costs in this case shall be borne by the participant. If the participant fails to comply with this request straightaway, the organizer shall be entitled to change the stand at the participant's expense or terminate the contract immediately according to section 17 for good cause.
- 9.7 Construction of the stand shall be completed at the latest before the end of the construction times stipulated in the Special Exhibiting Conditions. The participant 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.
- 9.8 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.
- 9.9 The participant shall be solely responsible for vacating the stand on time and restoring the original state of the exhibition space. All obligations of the organizer 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 participant's expense and risk.

## 10. Advertising

- 10.1 The participant 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.
- 10.2 Loudspeaker advertising, other acoustic measures and slide, film, video or computer 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 or annoying.
- 10.3 The organizer shall be entitled to stop unauthorized advertising without the aid of courts or the police and to personally remove it or have it removed. The costs of removing unauthorized advertising shall be borne by the participant. 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.
- 10.4 If the participant plays back mechanically reproduced music, he shall be obliged to obtain the necessary public performance licence and pay the fees in this respect.
- 10.5 The participant shall not be permitted to carry or drive around advertising media on the trade fairgrounds or distribute printed matter and samples outside his stand.
- 10.6 The participant 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 17 for good cause.
- 10.7 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 participant 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 17 for good cause.

## 11. Direct selling

- 11.1 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.
- 11.2 The participant shall be responsible for obtaining and maintaining licences from the trade supervisory and public health authorities.

## 12. Exhibitor passes

- 12.1 After paying the invoice amounts in full (see section 6), 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 other participants. 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.

## 13. Security, cleaning, waste disposal

- 13.1 Stand security and supervision during the daily opening hours of the event shall normally be the responsibility of the participant, 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 participants. Valuable, easy-to-remove items belonging to the participant shall be placed under lock and key at night-time. The participant shall use, at his own expense, the security firm commissioned by the organizer for additional stand supervision.
- 13.2 The organizer shall pay the costs for general cleaning of the trade fairgrounds and the exhibition hall aisles. The participant shall be responsible for cleaning his stand/stand area. Cleaning of the stand shall be completed each day before the event starts. The participant shall use the cleaning company appointed by the organizer to clean his stand. If the participant 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.
- 13.3 In the interest of environmental protection and environmentally-friendly trade fairs, the participant 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 participant shall utilize them and also pay his share of any waste disposal costs according to the "polluter principle". If the participant leaves behind rubbish or other items after vacating the stand, the organizer shall be entitled to dispose of or destroy these items at the participant's expense.

## 14. Photography and other visual recordings

- 14.1 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 authorized 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 participant, unless they are paid by the photographer.
- 14.2 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.

## 15. Protection of industrial property rights

- 15.1 The participant 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).
- 15.2 Every participant shall be obliged to observe the industrial property rights of other participants and shall refrain from infringing these industrial property rights. If it is proved that the participant has personally infringed industrial property rights, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.

## 16. House authority

- 16.1 The participant shall comply with the organizer's house authority throughout the trade fairgrounds during the event. The participant 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 participants and their employees or authorized representatives shall be limited to one hour before and after the daily opening hours of the particular event. Stands of other participants may not be visited outside the daily opening times without the permission of the stand owner.

## 17. Violations of duty by the participant, right to terminate the contract, contractual penalty

- 17.1 Culpable violations of the participant'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 participant violates the obligations stipulated in subsections 5.1, 6.4, 9.2, 9.3, 9.6, 10.6, 10.7 and 15.2.
- 17.2 If the contract is terminated for good cause, the organizer shall be entitled to close down the participant's stand immediately and request the participant to dismantle the stand straightaway and vacate the stand space.
- 17.3 If the participant 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 participant.
- 17.4 The participant 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.
- 17.5 If a replacement participant cannot be found for the stand area of the participant whose contract has been terminated, the organizer shall be entitled to design the stand area at the expense of the participant in order to ensure a unified appearance of the event.
- 17.6 The participant 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.
- 17.7 The organizer shall be entitled to request the participant 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 participant culpably violates his obligations from
- subsection 5.1: Unauthorized transfer of stand space
  - subsection 6.1: Duty to make an advance payment
  - subsection 9.2: Stand construction
  - subsection 9.3: Non-removal of annoying objects
  - subsection 9.6: Stand design/equipment
  - subsection 9.9: Vacation of stand on time
  - subsection 10.6: Unauthorized approaching/interviewing of visitors
  - subsection 10.7: Ban on political advertising
  - subsection 13.2: Failure to clean the stand
  - subsection 15.2: Infringements of industrial property rights

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

## 18. Liability and insurance

- 18.1 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.
- 18.2 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.
- 18.3 The organizer shall only be liable, irrespective of the legal reason, for foreseeable damage which can typically be expected to arise.
- 18.4 In so far as the organizer is liable in cases of minor negligence, his liability shall be limited to EUR 10,000.
- 18.5 The organizer's liability without fault for already existing defects in accordance with § 536 a (1) of the German Civil Code (e.g. stand equipment) and for any subsequent losses of the participant shall be expressly excluded.
- 18.6 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.
- 18.7 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 participant.
- 18.8 The participant shall be liable to the organizer for the damage caused by the participant himself, his employees, authorized representatives or exhibits and stand fittings. In the case of lump-sum compensation claims, the organizer shall still be entitled to prove to the participant that he suffered higher damage. The participant shall be entitled to prove that no damage occurred or that the damage was much less than that stated in the lump sum.
- 18.9 If the participant 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 participant 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 (5) of the Sample Assembly Ordinance (MVStättVO) or the relevant provisions of the particular State Assembly Ordinance. The provisions of subsection 18.1 shall not be affected.
- 18.10 The organizer shall bear no insured risk whatsoever in respect of the participant. The participant is expressly referred to the possibility of taking out his own insurance coverage. Every participant 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.

## 19. Saving clause, statutory limitation, right of retention

- 19.1 If one of the clauses of these General Exhibiting Guidelines 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 Guidelines. This provision shall also apply to any loopholes in the General Exhibiting Guidelines.
- 19.2 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.
- 19.3 The participant 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 participant is a registered trader, a legal person under public law or a special public asset. If the participant 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.

## 20. Priority

- 20.1 Only 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.

## 21. Place of performance, place of jurisdiction, applicable law

- 21.1 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 participant or his employees, agents and vicarious agents on the other hand.
- 21.2 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 participant 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 participant.