

## General Terms and Conditions (as of April 2011 AM)

### 1. Organiser and event venue

(1) The organiser is:  
Messe Frankfurt Exhibition GmbH  
Ludwig-Erhard-Anlage 1  
D-60327 Frankfurt am Main  
Phone: +49 69 75 75-0  
Fax: +49 69 75 75-64 33  
www.messefrankfurt.com

The participation fee will be billed by Messe Frankfurt Exhibition GmbH, hereinafter called Messe Frankfurt.

(2) The event will be held on the grounds of Messe Frankfurt Venue GmbH & Co. KG, hereinafter called exhibition grounds.

(3) Location-related services will be rendered by Messe Frankfurt Venue GmbH & Co. KG and billed to the exhibitor.

### 2. Registration

(1) For acceptance as an exhibitor at the event, applicants must register in due form. If exhibitors wish to register in writing (print registration), they must submit a duly completed event registration form. This registration form is to be signed and stamped by the exhibitor in a legally binding way. Exhibitors can also register online by sending the registration form electronically (online registration). Online registrations are valid without a signature and stamp if sent from the password-protected portal. Registration must be received by Messe Frankfurt Exhibition GmbH by the date given on the registration form. The registration applies to the dates specified on the registration form. Submission of a registration form does not constitute a claim to being approved as an exhibitor.

(2) Messe Frankfurt shall not be liable for the consequences or damages directly or indirectly ensuing from incorrect, misleading, imprecise or incomplete information either contained in the registration form or based on any other details furnished by the exhibitor; Messe Frankfurt reserves the right to refuse to consider inadequately or not fully completed registration forms or registration forms submitted later than the date specified.

(3) Receipt of the written registration form will not usually be confirmed. In the event of confirmation of receipt being given, this cannot be considered as stand confirmation as specified under the terms of Section 5. For online registrations, the exhibitor will receive an electronic confirmation of receipt, which does not constitute a stand confirmation as specified under the terms of Section 5 either.

(4) The withdrawal of registration, even prior to receipt of stand confirmation, always requires the prior consent of Messe Frankfurt regardless of the registration date.

### 3. Acceptance requirements, alternating acceptance, termination of joint stands without notice

(1) Manufacturers whose exhibits correspond to the product groups of the event will be accepted as exhibitors at the event; the same applies to trade publishers with the appropriate subject matter. Other companies will be admitted by Messe Frankfurt to exhibit at the event, provided that the products to be exhibited constitute an inherent supplementation of the scope of products on show (see registration form).

(2) The exhibitor undertakes to provide Messe Frankfurt with all the information required about his company and the products to be exhibited. Should the exhibitor wish to display several approved product groups on one stand, he must specify the percentage share of each group. Should the exhibitor's range of products or the composition of his product

range not comply with the details submitted, Messe Frankfurt is entitled, at short notice if need be, to exclude the exhibitor from taking part in the event. Depending on the nature of the event, software and services suitable for a trade fair presentation shall likewise be classified with the products to be displayed (exhibits, merchandise, goods, product groups, exhibition goods and exhibition articles).

(3) Messe Frankfurt shall decide upon acceptance of exhibitors at its due discretion. Messe Frankfurt is entitled to reject applications for acceptance, basing its decision on the space capacities available for the event and on the target and structure of the event as determined by Messe Frankfurt. The exhibitor may not deduce any rights from participation at previous events.

(4) Participants sharing a stand can also be permitted to take part in the events. Participants sharing a stand are exhibitors with their own personnel and offering their own products at a joint exhibition stand rented by a joint stand organiser. Participants sharing a stand are subject to the same participation terms as the joint stand organiser. When joint exhibition stands are approved, stand confirmation will be sent to the joint stand organiser only, who is the sole contracting partner of Messe Frankfurt.

If a participant is allowed to share a stand without the consent of Messe Frankfurt, the latter is entitled to terminate the contract with the joint stand organiser without notice and to have the stand cleared at said organiser's expense.

(5) Messe Frankfurt shall determine the composition of the event, in particular the branches of industry, the product groups and their make-up, and is entitled, in deciding upon exhibitor acceptance, to take account of the composition of exhibitors in respect of international origin, company structures, economic level and other objective features. Messe Frankfurt shall not be bound by decisions taken in the past regarding previous events.

(6) If Messe Frankfurt has a substantial interest in measures as defined in paragraph (5) due to special circumstances, it has the right to arrange alternating acceptance of exhibitors.

(7) Messe Frankfurt is entitled to refuse acceptance to companies which have simply acquired company assets, such as rights to name or brands, from former exhibitors. This does not apply in the event of legal succession.

(8) Messe Frankfurt is entitled at any time to exclude from admission, i.e. presentation, any exhibition articles which do not conform to the targets it has set for the event.

(9) The exhibitors undertake to adhere to all regulations relating to species protection and remain legally and substantively responsible for such adherence during their participation in the exhibition.

### 4. Stand allocation and alteration of stand space

(1) Stands will be allocated on the basis of exhibition-specific criteria. Exhibitors have no right to any particular position, stand size or stand type, regardless of any positioning proposal which may have been made on the registration form.

(2) When allocating stands, Messe Frankfurt is entitled to classify the registered products; it shall decide on the product group to which the exhibitor's range is to be allocated. Messe Frankfurt may offer the exhibitor a selection of other stand sizes. Stands of less than 9 m<sup>2</sup> are not permitted; on the outdoor exhibition area, the minimum size is 20 m<sup>2</sup>.

(3) Messe Frankfurt has the right to make changes to stands or to stand allocation, even after confirmation has been issued, inasmuch as it has a substantial interest in such measures due to special circumstances.

(4) In the event of such measures, the exhibitor has

no right to make claims against Messe Frankfurt for rescission or damages, except in cases of intent or gross negligence. Nevertheless, the exhibitor has the right of rescission if Messe Frankfurt offers an area less than 50% of the contracted size.

### 5. Conclusion of Contract of Participation

(1) Acceptance as an exhibitor is issued in the form of written confirmation giving details of the stand. This constitutes a Contract of Participation between the exhibitor and Messe Frankfurt which is legally binding. The Contract of Participation is valid for the period of time specified.

(2) The Contract of Participation applies only to the registered exhibitor or, respectively, to the joint stand organiser and the participants sharing the latter's stand. No additional assignment of the confirmed stand, wholly or partially, even if free of charge, to third parties or inclusion or representation of other companies on the stand is permitted. An exchange of stands is only permissible with the prior written consent of Messe Frankfurt. If this ruling is not observed, Messe Frankfurt is entitled to terminate the contract without notice and to have the stand cleared at the exhibitor's expense.

(3) The Contract of Participation is only applicable to the products specified in the registration form and approved by Messe Frankfurt. In the event of the exhibitor wishing to alter his exhibition range, the exhibitor undertakes to inform Messe Frankfurt of his intention to include new products and/or omit products in good time prior to the beginning of the event, to enable Messe Frankfurt to issue its consent after making any investigations necessary and undertaking any measures required. In the event of such notification being made to Messe Frankfurt less than two months prior to the start of the event, Messe Frankfurt can no longer guarantee being able to make the enquiries necessary for acceptance. If the exhibitor alters his product range or its composition without the consent of Messe Frankfurt, contrary to the details stated in the registration form, Messe Frankfurt is entitled to terminate the contract without notice. No claims for damages may be made against Messe Frankfurt by the exhibitor in this connection.

### 6. Terms of payment, termination in the event of non-payment and insolvency, lien

(1) In return for the right to participate in the event and to use the exhibition space, the exhibitor shall pay remuneration (stand rent) to Messe Frankfurt. In calculation of space, figures will always be rounded up to the next half or full square metre, depending on the first two decimal places after the decimal point. From ...01 to ...50 inclusive, the space will be rounded up to half the square metre; from ...51 to ...00 inclusive, the space will be rounded up to the full square metre. For stand space of up to 50 m<sup>2</sup>, the area occupied by a column will be deducted from the space on which stand rent is based. Subsidiary costs are not included in stand rent. The prices applying to the event are specified in the registration form, service folder, price lists, etc.

(2) The exhibitor will usually receive an invoice for the stand rent together with stand confirmation. VAT at the current rate must be added to all prices, which are to be paid in euros. The invoice is payable two and a half months prior to the start of the event. If, after an invoice has become payable, an exhibitor applies for and is allocated a larger space than originally scheduled, the additional amount will be payable immediately.

The payment is to be made in due time so that Messe Frankfurt can make use of it in its bank accounts, free of charges, by the date specified.

(3) Objections to invoices must be made in writing within a preclusive period of 14 days following receipt of the invoice. The invoiced sum may not be offset against non-recognised claims against Messe Frankfurt.

(4) Stand confirmation is subject to full settlement of all outstanding and payable claims of Messe Frankfurt against the exhibitor. Stand confirmation issued despite outstanding and payable claims is subject to the condition that such outstanding accounts be settled immediately on receipt of stand confirmation. The same applies accordingly to claims held by Messe Frankfurt Venue GmbH & Co. KG (Section 1 (3)).

If these outstanding claims are not settled immediately, Messe Frankfurt is entitled to withdraw from the Contract of Participation at any time and to make other use of the exhibition area in question.

(5) Stand confirmation is issued to new exhibitors on the condition that the stand rent is paid within the period prescribed (Section 6. (2)); failing this, Messe Frankfurt is entitled to terminate the Contract of Participation at any time and to make other use of the exhibition area in question. New exhibitors are exhibitors who did not participate in the corresponding prior event.

(6) In the event of insolvency proceedings relating to the exhibitor or inability to pay on the part of the exhibitor during the period covered by the contract, the exhibitor shall inform Messe Frankfurt immediately.

(7) Messe Frankfurt is entitled to give notice of termination of the Contract of Participation, by registered mail sent to the last known address of the exhibitor, without observing the periods specified for notice and irrespective of the continued liability of the exhibitor for the entire stand rent, if

- a. an application for insolvency proceedings has been filed or such proceedings commenced relating to the exhibitor or the exhibitor has discontinued payment or
- b. the stand rent has not been received or has only been partially paid by the last dates specified for payment.

After receipt of notice of termination, Messe Frankfurt may make other use of the exhibition area in question. In the event of an occurrence as defined in lit. a, Messe Frankfurt can refuse acceptance for future events. The exhibitor has no right to claim damages from Messe Frankfurt.

(8) To cover all obligations not fulfilled by the exhibitor, Messe Frankfurt has a lien on the stand equipment and exhibits belonging to the exhibitor. Messe Frankfurt may, if the commitment is not fulfilled within the time specified, have the attached articles auctioned or, providing they have a market price or are quoted on the stock exchange, sell them on the open market, having given the exhibitor notice of intent one month prior to sale. Messe Frankfurt is not liable for damage to or loss of the attached goods.

(9) Section 562a sentence 2 of the German Civil Code (BGB) does not apply.

## 7. Marketing package

(1) In order to ensure that exhibitors and their products enjoy optimum visibility and can be found easily, and thus to provide their customers and visitors with a comprehensive range of information options, Messe Frankfurt offers modern information channels for its events. Messe Frankfurt has supplemented its official trade fair catalogue and event website with the Productpilot internet portal. Productpilot is an online-based information and communications platform which allows for continuous contact between exhibitors and their customers in between trade fairs. It is an international and crossindustry platform.

(2) The marketing package comprises the following publication of exhibitor details:

- Entry in the catalogue
- Entry in the Quick Finder
- Entry in the internet portal on the event website and in [productpilot.com](http://productpilot.com), the yearround business-to-business portal
- Entry in "Compass", the visitor information system
- Entry in smart phone app "Automechanika navi-

gator": Exhibitor and product search, hall plans, news, etc

- Entry on the hall signs at entrances
- Support with press and advertising work

(3) Exhibitors shall undertake to commission their entry into the catalogue and the internet systems in line with the applicable conditions. In order to ensure that the catalogue and internet systems are complete, Messe Frankfurt shall be authorised to order the inclusion of data in the catalogue and internet systems for those exhibitors for whom the publisher and/or internet service provider have not received an order by the specified submission date, and shall do so at the exhibitor's expense; this shall be done on the basis of the documentation available to Messe Frankfurt, and Messe Frankfurt shall not be responsible for the correctness of such data. An entry in the catalogue supplement shall be deemed equivalent to an entry in the catalogue in this regard.

(4) Messe Frankfurt makes use of service providers for the entries in the various information systems. A catalogue publisher shall be commissioned with the entire layout, production and sale of the catalogue. The publisher's address is given in the registration documentation. Other service providers are commissioned with the operation of the internet systems and the customer support this entails. They shall enter the information provided to them into the systems and take responsibility for the maintenance thereof, including updating of the marketing package. The exhibitor agrees that the data they provide for the marketing package will be passed on to the service providers for implementation. The contact details of the service providers for the internet systems can be found in the registration documentation and/or at <http://www.productpilot.com> under Contact Exhibitor Hotline.

(5) In contrast to the duration of the publication of exhibitor information on the event website, the duration of an entry in Productpilot begins on the first day of the trade fair for which the exhibitor has registered and ends on the first day of the fair's next edition. Exhibitors are entitled to a free update of their data during a trade fair cycle. The content of the update will also be shown on the event website.

(6) Only event-related exhibits may be specified for inclusion in the catalogue and the internet systems; with regard to the catalogue, they must also comply with the specified nomenclature. This shall also apply to additions to the text which are necessary for the entry in order to improve clarity. Exhibits that are not linked to the theme of the event will not be included in the catalogue or the internet systems upon Messe Frankfurt's request.

(7) The descriptions and images provided by the exhibitor for publication in the catalogue and in the internet systems must not infringe the rights of third parties. The exhibitor shall indemnify Messe Frankfurt against any and all third-party claims in this regard.

(8) Exhibitors agree to receive email enquiries from Productpilot users via the Productpilot system. Messe Frankfurt assumes no responsibility for the data, information and content used by Productpilot users and disclaims all liability in this connection. Exhibitors are prohibited from using the addresses, contact details and email addresses acquired by using Productpilot for purposes other than contractual and pre-contractual communication. In particular, exhibitors may not use this data to conduct commercial advertising or send unwanted advertising (spam).

(9) The regulations pertaining to entries in the catalogue and the internet systems shall also apply accordingly to the inclusion of the exhibitor in Messe Frankfurt's electronic visitor information system ("Compass").

## 8. Event schedules, postponement and alteration of length of event, cancellation or abandonment of the event

(1) The duration of the event is specified in the registration form. During this period, the event is open for visitors daily from 9 a.m. to 6 p.m. and for exhibitors daily from 8 a.m. to 7 p.m., unless individually specified otherwise. Entry to the exhibition grounds is not permitted outside of these times.

(2) Specified days prior to and after the event can be used by the exhibitor for stand set-up and dismantling. Further details are given in the service folder. Only in exceptional circumstances can set-up and dismantling work be carried out outside of this period and then only at extra cost with the prior written consent of Messe Frankfurt. Messe Frankfurt reserves the right to change contractual set-up and dismantling times at short notice inasmuch as it has a substantial interest in such measures due to special circumstances; as far as legally permissible, exhibitors have no claim to damages.

(3) Inasmuch as it has a substantial interest in such measures due to special circumstances, Messe Frankfurt is entitled to change the time and/or venue of the event and to alter the length and/or opening hours of the event.

If the time or venue of the event is changed or its length is altered, the contract is deemed made for the new time and/or event venue; there are no rights of rescission whatsoever ensuing therefrom nor from any alteration to the hours of opening. No claims for damages can be made under such circumstances.

(4) If the event is not held for reasons for which Messe Frankfurt is not responsible or due to force majeure, Messe Frankfurt has the right to cancel the event altogether or to hold it on a new date. The exhibitor shall be notified accordingly. If the event is scheduled to be held on a new date, the exhibitor has the right to cancel his participation on the new date, providing he does so within one week of receipt of notification of the new date.

(5) If the event is abandoned, once opened, owing to circumstances for which Messe Frankfurt is not responsible, rescission of the contract or submission of a claim for damages is excluded. The same applies if Messe Frankfurt, by reason of force majeure or other such circumstances beyond the control of Messe Frankfurt, is forced to close or clear several areas of the event or even the entire exhibition area either temporarily or for a longer period of time. This also includes any restrictions on utilisation of the contractual stand area or access to it which may ensue due to reorganisation or reconstruction measures or due to regulations and instructions issued by the appropriate authorities. Under such circumstances, Messe Frankfurt will endeavour to provide an alternative solution, yet in no way acknowledges a legal obligation to do so.

## 9. Use of the stand, damages and liability in the event of non-participation, cancellation fees, termination without notice

(1) The exhibitor undertakes to use the stand for the duration of the event in conformity with the terms and conditions relating to event participation and to keep the stand sufficiently manned at all times during the hours of opening (compulsory presence). Each exhibitor undertakes to mark the stand with the name and place of business of his company according to the details given in stand confirmation. In addition, the exhibitor has an obligation to use the stand in compliance with acceptance criteria and in a way suited to stand size and the exhibits on show. Messe Frankfurt has the right to inspect such use.

(2) If the exhibitor, although registered and accepted, does not participate in the event for any reason whatsoever, Messe Frankfurt is entitled to allocate the stand to another user. If Messe Frankfurt is not able to reallocate the stand that has become free, it has the right to design it at the exhibitor's expense.

(3) Under all circumstances, the exhibitor is fully liable for the whole stand rent. The obligation of Messe Frankfurt to limit avoidable consequences is

not prejudiced thereby.

(4) If the exhibitor fails to participate in the event, cancellation fees of EUR 375 will be charged, regardless of whether the stand is rented or not.

(5) This also applies if the stand allocated has not been occupied by 6 p.m. on the day prior to the start of the event or if the stand has been completely or partially cleared before the end of the event and is no longer manned or if the products registered and accepted are not exhibited.

(6) In the event of a breach of one of the obligations set forth above, the exhibitor can be excluded from future events by Messe Frankfurt. The exhibitor has no right to claim damages.

## 10. Exhibits

(1) During the event, the stand must be furnished with the exhibits which have been registered and accepted for display. Exhibits must not be exchanged for different exhibition samples. During the hours of opening, articles on display may not be concealed.

(2) Only brand-new articles or unique items may be used as exhibits. The manufacture of articles on the stand itself may only be carried out with the special permission of Messe Frankfurt. To demonstrate machines, appliances, plants, instruments, etc., the regulations on the installation and demonstration of machines and instruments (see also Technical Guidelines) are applicable, as well as any additional special regulations.

(3) Section 3 (8) shall apply if these obligations are breached.

## 11. Visitor authorisation

(1) Trade buyers and other trade visitors are authorised to visit the event. Messe Frankfurt is entitled to carry out appropriate checks at the entrance and to refuse entry to visitors who are not appropriate to the aim of the event.

(2) Messe Frankfurt may declare the event to be completely or partially open to the general public.

## 12. Sales activities, prohibition of counter sales, termination without notice if obligations are breached

(1) The exhibitor may accept orders and commissions from specialist trade buyers who furnish proof of their identity as such and may conclude contracts for performance outside of the event. The same applies to exhibits which are to be delivered once the event has finished.

(2) No open price labelling is permitted, either on the stands or on the exhibits or in the fair catalogue or on advertising material.

(3) Counter sales, i.e., the sale and handing over of goods including samples, as well as the sale of meals and drinks, are not allowed at the event itself (including cash sales). This applies particularly to the final day of the event. Furthermore, free exhibition samples may only be delivered once the event has finished.

(4) Sales which do not serve the commercial purposes of the purchaser, this also applies to buyers from other trades, are not allowed, even if this involves the conclusion of contracts for performance after the event has finished. In addition, this applies particularly to any periods in which the general public is admitted to the event.

(5) Violations (breaches of obligations as defined in Section 23 (6)) of Section 12 (2), (3) or (4) entitle Messe Frankfurt to close the stand immediately and to exclude the exhibitor from future events, without prejudice to the exhibitor's continuing liability for full stand rent. The exhibitor has no right to make any claims for damages.

(6) Messe Frankfurt is authorised to make all necessary checks, including checks on persons and their luggage, within the exhibition grounds and at the exits.

## 13. Advertising

(1) The inside area of the stand may be used by the exhibitor for advertising his own exhibits only.

(2) Messe Frankfurt may issue regulations relating to the design of the outer stand areas, taking account of the overall impression to be made by the exhibition.

(3) Publicity measures outside of the boundaries of the stand may not be implemented either at the exhibition grounds or in their direct vicinity; this condition also applies to the use of persons for publicity purposes, as well as the distribution or affixing of any kind of advertising material, such as leaflets, posters, stickers, etc., in the aisles of the exhibition halls, at the exhibition grounds, in the direct vicinity of the exhibition grounds, or in car parks used for the trade fair. Similarly, no surveys, tests, competitions, raffles or contests may be carried out outside of the stand; exceptions to this rule are the test surveys made by Messe Frankfurt.

(4) Certain advertising facilities at the exhibition grounds and in their direct vicinity are made available to exhibitors by Messe Frankfurt Medien und Service GmbH Ludwig-Erhard-Anlage 1 60327 Frankfurt am Main Germany Phone +49 69 75 75-64 38/68 31/68 32/68 33

(5) The following publicity measures are not permitted, even on the stands:

- any measures which constitute a breach of legal and administrative regulations or technological principles or which are contra bonos mores,
- any measures containing ideological or political subject matter,
- any measures which disturb other exhibitors, i.e., acoustic or optical irritations (such as flashing lights, moving screens, loudspeaker announcements, etc.), accumulation of dust, soiling of the flooring, etc.,
- any measures interfering with the flow of visitors, especially those which cause congestion in the hall aisles and are thus detrimental to the running of the event,
- any measures comprising a decoration of the stands with flags, pennants, banners etc.,
- any exhibition of live animals,
- any measures constituting third-party publicity, as well as any measures indicating names of suppliers, customers and other companies,
- any measures promoting other fairs and exhibitions which can be regarded as competitive events,
- any measures which violate official instructions and orders, particularly those of the fire department.

(6) In exceptional circumstances, balloons may be used within the stands, provided that they are filled with safety gas and the prior consent of Messe Frankfurt Venue GmbH & Co. KG, Event Engineering Department (Veranstaltungstechnik), has been obtained. For demonstrations, only approved safety materials and demonstration appliances tested by the VDE (Association of German Electrical Engineers) may be used. When inspecting the event, the local fire department will check that these regulations have been observed. The written approval of the fire department must be kept ready for presentation by the exhibitor during the acceptance inspection of the stand.

(7) The use on the stands of computer information systems which can be employed to call up data on the current event is only permitted subject to the written approval of Messe Frankfurt.

(8) The use of the logo and name of Messe Frank-

furt or the event requires the explicit written approval of Messe Frankfurt.

(9) Only Messe Frankfurt's Press Department has the right to distribute press material. An appropriate number of copies for distribution must be sent in good time to Messe Frankfurt for this purpose. The exhibitor is entitled to distribute press material at his own press conferences and on his own stand only.

(10) Film, slide, video and other acoustic and visual demonstrations including electronic media may only be held in cabins which are closed on all sides, impervious to light and sound-insulated. These cabins can be hired from Messe Frankfurt Medien & Service GmbH. Presentations for acoustic reception by earphones only are permitted without cabins if they are arranged at the stand in such a way that other exhibitors are not disturbed by them and visitors in the hall aisles are not hindered in any way.

(11) The use of monitors or monitor walls is permitted, provided that they are at least two metres from the aisles and provided that this space may be used unrestrictedly by viewers and other exhibitors are not disturbed or other visitors hampered.

(12) For musical presentations using all types of sound or visual media, the performing rights must be acquired from GEMA (musical authors' rights society):

GEMA  
Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte  
Bezirksdirektion  
Abraham-Lincoln-Strasse 20  
Postfach 2680  
65016 Wiesbaden  
Germany  
Phone +49 611 79 05-0  
Fax +49 611 79 05-97.

The exhibitor is required by law to apply to GEMA for the appropriate permit in due time before the start of the event. If he fails to do so, claims for damages under Section 97 of the Copyright Act (Urheberrechtsgesetz) may be made against him. Under no circumstances can Messe Frankfurt be held liable.

(13) Messe Frankfurt is entitled, at the exhibitor's cost, to remove all advertisements which have been put up without permission or to stop any publicity measures which have been implemented without permission, without Messe Frankfurt being required to first speak to the exhibitor or make any appeal to law.

## 14. Visual and sound recordings

(1) Making visual and sound recordings of exhibition samples or exhibition stands (including sketches) is prohibited. In the event of violations, Messe Frankfurt is entitled to confiscate and store sketches and exposed or recorded material at the exhibitor's expense.

Activities of the media, such as radio, television, film, daily and trade press, for the purpose of press coverage are not affected by this provision.

(2) The exhibitor is, however, entitled to make visual and sound recordings or drawings of his own stand or his products exhibited during the hours of opening of the event. Messe Frankfurt has authorised photographers for each hall level and the outdoor exhibition area; they can be identified by their official Messe Frankfurt Venue GmbH & Co. KG identity card and are entitled to take photographs of the stands for the exhibitor. If the exhibitor wishes to have photographs taken (by his own photographer) outside of the official opening times of the event, the permit to do so must be acquired from Messe Frankfurt Venue GmbH & Co. KG no later than three weeks prior to the start of the event (there is no specific application form for this).

(3) Messe Frankfurt and its subsidiary companies

are entitled to make, or to have made on their behalf, visual and sound recordings, as well as sketches of exhibition stands or individual exhibits, for the purposes of documentation or for their own publications. This also applies to any persons included in such recordings.

## 15. Protection of registered designs

(1) For the event, Messe Frankfurt will apply for temporary protection for registered designs and trademarks under the terms of the law of 18 March 1904 as amended on 1 July 1980, covering fairs and exhibitions in the Federal Republic of Germany.

(2) Irrespective of this, it remains the responsibility of the exhibitor to safeguard appropriate exhibits against any breach of protection regulations and, in particular, to protect them from visual and sound recordings (including sketches).

(3) Exhibition protection for inventions to be registered as patents is not covered by the application under paragraph (1) above. It is the responsibility of the exhibitor to have his inventions registered in good time prior to the start of the event with the

Deutsches Patentamt  
Zweibrückenstrasse 12  
80331 München  
Germany

Phone +49 89 21 95-0  
Fax +49 89 21 95-22 21

(for the Federal Republic of Germany) and/or under the terms of the European Patent Convention with the

European Patent Office  
Erhardtstrasse 27  
80331 München  
Germany  
Phone +49 89 23 99-0  
Fax +49 89 23 99-44 65

## 16. Exclusion of exhibitors and refund of stand rent

(1) If, through a legal decision by a German court (judgement, etc.), an exhibitor has been prohibited from offering products and services or from making advertising presentations of the same and if the exhibitor refuses to comply with the legal decision and to cease offering products and services or making an advertising presentation on his exhibition stand, Messe Frankfurt can exclude the exhibitor from the current event and/or from future events, as long as the legal decision has not been set aside in a subsequent decision by a court of appeal. In such cases, the stand rent will not be refunded (either fully or partially). Messe Frankfurt is not obliged to check the correctness of the legal decision. There is no legal right to exclusion of the exhibitor affected by the legal decision.

(2) The same applies if the exhibitor breaches the internal regulations of Messe Frankfurt or if there are other reasons that justify the termination of the stand rental contract without notice.

(3) If a legal decision in accordance with paragraph (1) above should be set aside at a later time by a court of appeal, the exhibitor rightly excluded on the basis of the earlier legal decision has no right to claim damages from Messe Frankfurt.

## 17. Exclusion of liability

(1) Messe Frankfurt is not liable for

- damage, in particular the following damage to property or financial losses,
- damage caused by fire, water, explosion, violent attacks, storms or other instances of force majeure,
- damage caused by theft, burglary, breakdown of supply services (such as electricity, gas, water),
- damage incurred as a result of the security regulations under Section 18,
- damage caused by the general public (in particular, by visitors to the event, other exhibitors,

persons acting on their behalf or employees of Messe Frankfurt),

- damage caused as a result of erroneous data given and measures taken by Messe Frankfurt, its employees and those acting on behalf of Messe Frankfurt.

(2) Excepted from the exclusion of liability detailed above are property damages and injuries to life, body or health caused by Messe Frankfurt and due to intent or gross negligence.

(3) Also excepted from exclusion of liability are damages which are customarily insured in the industry and compulsory liability under the German Product Liability Act.

(4) In the event of ordinary negligence, Messe Frankfurt is only liable for breaches of major contractual obligations or injuries to life, body or health.

(5) Inasmuch as Messe Frankfurt is also liable for ordinary negligence under paragraph (4) above, such liability is limited to EUR 10,000. In such cases, liability for indirect damages and non-typical consequential damages is excluded. In the event of breaches of major contractual obligations under paragraph (4) above, the amount of liability payable by Messe Frankfurt is limited to the average loss typical of the contract concerned.

(6) Messe Frankfurt must be notified of any damage immediately.

## 18. Safety regulations, accident prevention, exhibitor's obligation to ensure public safety and other statutory and official regulations

(1) The exhibitor undertakes to observe all statutory, official and other accident prevention regulations, including those issued by the occupational accident insurance authorities, and any other safety directives during set-up and dismantling work and for the duration of the event. This includes the safety regulations and Technical Guidelines issued by Messe Frankfurt. Reference is made in this connection to rulings in the current Sample Meeting Place Ordinance (Muster-versammlungsstättenverordnung).

(2) Members of the police, fire brigade, rescue services, Trade Supervisory Office, Building Supervisory Board, regulatory agencies and representatives of Messe Frankfurt must be given access to stands at all times. Their instructions are to be obeyed. In general, police, fire brigade and ambulance staff are on duty at the exhibition grounds for the duration of the event. They should be notified immediately in an emergency.

On-site police duty room, phone +49 69 75 75-65 55 or police emergency number 110

- Hall 4.2 northwest  
- Traffic police, car park, phone +49 69 75 75-55 22

(3) On-site fire brigade, phone +49 69 75 75-65 50 or fire emergency number 112

- Hall 4.1 northwest

On-site first aid post and emergency doctor number 112

- Hall 8.0 west, phone +49 69 75 75-65 02  
- Hall 4.0 northwest, phone +49 69 75 75-65 00  
- Hall 2.0 northwest, phone +49 69 75 75-65 01

(4) Messe Frankfurt is entitled to check at any time that safety regulations are being observed. Messe Frankfurt is authorised to order the immediate rectification of a situation which does not conform to regulations at the expense of the exhibitor and to prohibit at all times any operation which is against regulations. At any time, Messe Frankfurt may stop the operation of machines, appliances, etc. and prohibit renewed operation, if it considers such operation to constitute a danger or if other exhibitors or visitors are disturbed or bothered by them. The decision of Messe Frankfurt is final.

(5) The exhibitor undertakes to observe instructions and directives given on the basis of public emergency regulations, e.g. smog directives, emergency

laws, etc.

(6) The exhibitor is liable for all damage to persons or property and all financial losses which have been culpably caused by his stand set-up and dismantling, stand equipment, exhibits and their operation or by his employees or those acting on his behalf.

(7) The exhibitor is responsible for ensuring public safety of the exhibition stand he has set up and/or is using. This applies particularly to stand safety and fire safety at the exhibitor's special and evening events.

(8) If local trade and sanitary permits are necessary, these are to be obtained by the exhibitor in good time prior to the start of the event and kept on hand at the stand.

(9) The exhibitor is responsible for observing all regulations concerning food processing and distribution, as well as veterinary matters. This also applies to samples distributed free of charge. Notification must be given of any temporary equipment for the serving of drinks. This equipment must be registered with the regulatory agency no later than ten days prior to the envisaged start of operation, by giving notice of intent to:

Stadtgesundheitsamt der Stadt Frankfurt am Main  
Abteilung 53.V  
Hamburger Allee 22-24  
60487 Frankfurt am Main  
Germany  
Phone +49 69 212 47 099

Distribution of drinks and meals by the exhibitor against payment is not permitted (see also Section 12 (3)) as a general rule.

(10) Provisions laid down in the ordinance on working hours, the maternity protection act and the youth employment act are to be observed, inasmuch as individual provisions are not set aside by the so-called market privileges.

(11) The currently valid regulations governing trade (Gewerbeordnung), in particular in section IV, „Fairs, Exhibitions, Markets“, are to be observed.

(12) Abrasive cutting work and all work with an open flame The Messe Frankfurt Department of Event Engineering must be notified in advance of any welding, cutting, soldering, thawing and grinding work. Work cannot begin until it has been approved and the permit issued. The surrounding area must be adequately protected against hazards during such work.

## 19. Insurance

(1) Messe Frankfurt does not bear the risk of insurance. The exhibitor is recommended to take out adequate insurance coverage.

(2) The service folder includes a special insurance offer. The contract of insurance is concluded directly between the exhibitor and the insurance company. To secure claims under the terms of this insurance if losses occur, immediate written notification must be given to the insurance company as well as to Messe Frankfurt and, in instances involving criminal law, to the police station serving the exhibition grounds.

## 20. Enforcement of claims

All claims by the exhibitor must be made to Messe Frankfurt in writing no later than fourteen days following the end of the event; claims made at a later date will not be considered and will lapse (preclusive period).

## 21. Place of performance and jurisdiction, German law

(1) The contracting parties expressly agree to Frankfurt am Main as the place of performance and jurisdiction for all claims and legal disputes arising

from this contract, to the extent that said parties are merchants, legal bodies under public law or special funds under public law. The same applies if one of the contracting parties has no general place of jurisdiction in Germany.

(2) As a substitute, the special jurisdiction of the place of performance as specified in Section 29 of the German Civil Procedure Code (Zivilprozessordnung) is deemed agreed, with said place of performance resulting from the character of contract under which the rent is payable at the location of the premises involved.

(3) The court of jurisdiction shall also be Frankfurt am Main in the case of disputed dunning procedures. Once the dunning procedure takes the form of legal proceedings and the competent law court of the general place of jurisdiction of the debtor assumes the case ex officio, application is to be made for transfer to the competent law court in Frankfurt am Main.

(4) Furthermore, each contracting party is entitled to proceed against the other at the latter's place of residence or business.

(5) Should one or more of the individual provisions in these terms be invalid, the validity of the remaining provisions shall not be affected. In place of any invalid provisions, the contracting parties undertake to agree valid substitute provisions which correspond as closely as possible to the economic intent of the invalid provisions.

(6) The German text and German law shall prevail in matters of interpretation of the General Terms and Conditions and all other conditions specified.

## **22. Acknowledgement and components of the contract, termination without notice if obligations are breached**

(1) Both contracting parties acknowledge the General Terms and Conditions as being integral parts of the Contract of Participation which are legally binding on both parties. By submitting his legally binding registration form, the exhibitor declares this contract as being irrevocable both for himself and for his employees and those acting on his behalf.

(2) Integral parts of this contract include, in particular:

- a) the official registration form and the explanations relating to registration,
- b) the Technical Guidelines having general validity.

(3) In addition, any special conditions or individual regulations shall become part of the contract inasmuch as they have been conveyed by Messe Frankfurt in good time to the exhibitor for his information, either together with the service folder or in some other way.

(4) Messe Frankfurt reserves the right to modify or supplement the conditions or to waive them in exceptional circumstances; such alterations need to be made in written form. Verbal arrangements must be confirmed in writing by Messe Frankfurt before they can be considered valid.

(5) Provisions which are included in the exhibitor's purchasing or order conditions and which conflict with the agreements of this Contract of Participation are void, inasmuch as Messe Frankfurt has not given its express written consent to the individual exceptions requested by the exhibitor.

(6) Violations of the terms agreed in the Contract of Participation constitute breaches of obligations as defined by law. In the event of serious breaches of obligations, Messe Frankfurt is entitled to pronounce and implement immediate exclusion from the event. This also includes termination of the Contract of Participation by Messe Frankfurt without notice. Any special regulations contained in the various individual conditions remain unaffected.

(7) Messe Frankfurt and Messe Frankfurt Venue

GmbH & Co. KG are each entitled to enforce their internal regulations exclusively. This also applies to the grounds and buildings used in connection with the event outside the exhibition grounds. Additionally, these regulations also relate to the admittance of third companies which have been commissioned by the exhibitor for activities at the exhibition grounds as well as to the nature, extent and conditions for such activities at the exhibition grounds.