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1. General

- 1.1. Name of the respective exhibition/event, organizer, exhibition/event location, dates, exhibition hours, closing date for registrations, the directory of products/services applicable for the respective exhibition/event, as well as the participation fees, scope of the performances, additional performances, recipient of the payment, possible media entries and insurances, special responsibilities of the exhibitor and special reservations of the organizer, etc. can be found on the registration documentation which comprises the General and Special Conditions of Participation, the directory of products/services, the price list and the technical Guidelines.
- 1.2. These General Terms and Conditions of Participation supplement the Special Terms and Conditions of Participation as well as the technical Guidelines; the Special Terms and Conditions of Participation and the technical Guidelines have priority in cases in which they include special rulings that deviate from these General Terms and Conditions of Participation.

2. Registration – acceptance of the Terms and Conditions of Participation

- 2.1. Registration must be made by the closing date using the special registration forms; these must be returned fully completed, bearing the company stamp of the exhibitor and a legally binding signature. The exhibitor shall be liable for costs incurred by the organizer as a result of imprecise and/or incomplete filling out of the registration form.
- 2.2. If the registration is signed by a third party (e.g. commercial agent), this third party shall be liable towards the organizer jointly and severally with the exhibitor for all obligations resulting from the registration and the participation in the exhibition/event.
- 2.3. The stating of conditions and reservations in the registration is inadmissible and will be ignored. Special space requests – which will be taken into consideration if possible – shall not constitute a condition for participation. In particular, the stand allocation from one or more previous exhibitions/events shall not create any entitlement of the exhibitor to be granted a specific stand position.
- 2.4. The registration is binding. Given the duration of the planning phase, the commitment period is three months and begins four months prior to the start of the exhibition/event. Following the close of the contract of participation (see point 4.2 of these General Terms and Conditions of Participation), withdrawal by the exhibitor from participation or a reduction in the size of the stand is not possible.
- 2.5. By sending the binding registration to the organizer, the exhibitor accepts the General and Special Terms and Conditions of Participation, the technical Guidelines, the applicable directory of products/services and the valid price lists. These documents are submitted to the exhibitor by the organizer for the relevant trade fair/event in the form of a folder – the registration documents – or by way of an electronic pdf file.
- 2.6. Additional orders can be submitted using the special order forms provided by the organizer in form of a folder or by way of an electronic pdf file.

3. Participation charges

- 3.1. The participation charge is payable per exhibition. It is principally made up as follows:
 - the basic participation charge per exhibitor
 - the media charge for utilisation of the general advertising measures and multimedia services, such as Fair Guide and electronic media
 - the price per m² floor space in the halls and/or per m² floor space in the open grounds (the space price does not include any stand partition walls)
 - surcharges for the corner stand, front stand, block stand
- 3.2. As a fundamental rule, the price for the stand space is calculated

per square metre/space, unless otherwise specified in the Special Terms and Conditions of Contract and in the price list applicable for the respective exhibition/event, and is regulated for the entire duration of the exhibition/event – including the set-up and dismantling periods advised by the organizer – irrespective of the number of event/exhibition days actually present. Each square metre or part thereof will be charged in full, the floor space at right angles without consideration of projecting parts, pillars, supports and similar. Minor deviations from the dimensions charged are acceptable without any obligation for compensation. A surcharge may be levied for certain forms of stand. Any complaints concerning the size of the stand space must be notified to the organizer during the exhibition/event in order to enable verification on site. Later complaints cannot be recognised. Additional services not included in the participation charges will be invoiced separately.

- 3.3. The basic participation charge/registration fee is due at point of registration. The organizer shall confirm receipt of registration to the exhibitor and invoice him/her for this charge. All prices are subject to the legal value added tax. Through signature of the registration documents you confirm that you procure all services from Igedo Company and Messe Düsseldorf GmbH exclusively for business purposes subject to active use of your VAT number. This also applies for future orders to Igedo Company, Düsseldorf and Messe Düsseldorf GmbH.
- 3.4. As far as additional services are concerned, you will find the charges listed on the respective order forms.
- 3.5. In relation to the concept stands, the offer price principally covers the rental charge for the stand space and construction and, if necessary, further integrated services. The list of services can be found on the separate price list/form concept stand for the respective exhibition included in the registration documents.
- 3.6. The participation charges can be found on the registration documents or the registration form, the respectively applicable price lists and/or the Special Terms and Conditions of Participation. All charges are net prices which are subject to respective value added tax.

4. Conclusion of contract – admission – directory of goods/services

- 4.1. Decisions regarding the granting and allocation of the stand space and of the stands, as well as regarding approval of the product classification – the goods, services and exhibitor categories approved for the exhibition, can be found in the relevant directory that is included in the registration documents – shall be taken by the organizer at own discretion after due assessment of the circumstances, under consideration of the available exhibition space as well as of exhibition and planning aspects. The exhibitor shall not be entitled to any right to be consulted. Only those exhibitors shall be admitted, whose programme conforms to the nomenclature of the exhibition/event. Furthermore, no legal entitlement to admission shall exist. Exhibitors who have not fulfilled their obligations with respect to the organizer and/or have violated their obligations to the contract of participation in some other manner – including concerning a previous exhibition/event – may be excluded from admission.
- 4.2. If the organizer fails to reject the exhibitor's application by the end of the commitment period (see point 2.4 of these General Terms and Conditions of Participation), the contract of participation is closed for the particular exhibition/event (admission). The right to participate in the exhibition/event is not transferable; the exhibitor must not sublet the stand to a third party – either in part or in full, free of charge or in return for payment – without written consent by the organizer.
- 4.3. The organizer is entitled to withdraw from the contract concluded and to demand compensation for damages, if the preconditions for the admission cease to apply at a later date, or the admission is based on false information by the exhibitor, or if the exhibitor violates the contract, including the General Terms and Conditions of Participation, the technical Guidelines and/or any Special Terms and Conditions of Participation, in a non-immaterial manner.

5. Cancellation and non-participation

If the exhibitor advises in writing after stand allocation and admission that he will not participate, or if failing to attend the event, he/she shall, nevertheless, be required to pay all liabilities with respect to the organizer: Registration fee, Media fee, space incl. supplements stand construction. Costs for orders and/or services already placed/provided at the request of the exhibitor and which are no longer reversible as well as for further costs resulting to the organizer – for example costs incurred by the organizer as a result of failure of the exhibitor to appear and the need for conversion work in order to preserve the overall appearance.

Invoice items that can no longer be cancelled, or services already provided, must, in all cases, be paid for in full by the exhibitor

6. Allocation of the stand space – reservations

- 6.1. Within the scope of the planning, the organizer is entitled to accommodate individual groups of exhibitors in collective form, to deviate from the exhibition space as expressed in the registration in terms of location, size and nature of the stand, if this is necessary and reasonable for the exhibitor.
- 6.2. The organizer shall provide the exhibitor with a hall plan illustrating the location of the stand, i.e. the placement. If the placement deviates fundamentally from the stand/stand space requested in the registration, the deviation shall apply as approved, if the exhibitor does not object in writing within one week of receipt of the placement deviating from the registration. The exhibitor must provide the organizer with evidence of duly objection. If he does not object, the placement shall be considered as approved.
- 6.3. In the event of compelling exhibition, planning and/or organisational reasons, the organizer reserves the right, even following placement within the scope of that which is necessary and reasonable, as well as, if possible, following consultation and agreement with the exhibitor – to carry out space alterations, re-allocation of space or changes to the form of the stands, to deviate from the desired stand dimensions, to relocate or to close entrances and exits to and from the exhibition/event premises, even subsequent to letting of the stands (see point 4. of these General Terms and Conditions of Participation) and without creating any entitlement of the exhibitor to compensation for damages. In this case, the exhibitor shall be entitled to object to any such alteration to the contract of participation through written declaration within one week of receipt of the corresponding notification – and in the event of the alteration being advised during the week preceding the start of the exhibition/event, at the latest by the day before the exhibition/event, to withdraw from the contract within this one week period – if he/she can demonstrate that his/her interests have been affected to an unreasonable extent, unless the organizer rectifies the exhibitor's objection immediately and maintains the original placement.

7. Terms and conditions of payment – interest on overdue payments – insolvency

- 7.1. Payment of the charges invoiced must be made by the date indicated in the respective invoice and without deductions. The organizer is entitled to demand advance payment. Due payment of all liabilities of the exhibitor with respect to the organizer is a fundamental precondition for occupation of the stand space.
- 7.2. Objections regarding invoices must be submitted in writing within one week (date of receipt by the organizer).
- 7.3. The organizer can make recourse to the landlord's lien with regard to all non-fulfilled payment obligations, i.e. can withhold goods brought in and items of stand equipment, and have these sold by public auction or by private treaty following the closure of the exhibition/event. The organizer has the right to exploit the items at any time following due assessment of the circumstances and without judicial proceedings. Instead of exercising the right of sale, the organizer can make consent to the removal of items dependent on the exhibitor handing the organizer a list of the items brought in, and both declaring and demonstrating which of these items are his/her sole or joint property, or, at least, have been acquired without retention of title. At the same time, the exhibitor is obliged to transfer his/her ownership or expectant rights to the items set out in the list to the organizer as collateral for the outstanding claims, and to assign his/her claims from proper-

ty insurance and contracts of sale concerning these items to the organizer. Furthermore, the exhibitor is obliged to respect the collateral interests of the organizer when keeping the items, and only to dispose of the goods in the ordinary course of business with simultaneous assignment to the organizer to claim the disposal.

7.4. In the event of the exhibitor defaulting on his/her payment obligations with respect to the organizer, interest on overdue payments shall be due, at least in the statutory amount. The organizer shall retain the right to demonstrate higher interest damage. In such cases, the organizer shall be entitled to withdraw from the contract and to assert claims for compensation for damages as a result of non-fulfilment.

7.5. In the event of an application for the opening of insolvency proceedings concerning the assets of the exhibitor, in the event of such proceedings being opened or opening being refused due to a lack of assets, the exhibitor must notify the organizer of this without delay. In such cases, the organizer shall be entitled to serve notice of immediate termination of the contract, and to invoice services already provided that can no longer be reversed; in the event of delayed information by the exhibitor, the organizer shall be entitled to assert claims for compensation for damages against the exhibitor if applicable.

8. Protection of industrial property

8.1. The exhibitor may neither demand the exclusion of competitors, nor may the organizer agree to such.

8.2. The protection of inventions, designs and trademarks at exhibitions is based on the statutory regulations of the Federal Republic of Germany. In principle, no special exhibition/event protection exists. If, during the exhibition/event, the exhibitor presents an exhibit that he wishes to have protected, the organizer shall make efforts to issue the exhibitor with a certificate indicating that a specific exhibit is being presented, provided the exhibitor informs the organizer in good time prior to the start of the exhibition/event of his/her wish for the issuing of such a certificate. Patent registrations should be submitted to the Patent Office prior to the start of the exhibition/event.

9. Sub-exhibitors

The inclusion of other companies in the stand, in the form of a joint stand, or the showing of products of a company other than that described as exhibitor in the registration and admitted by the organizer, requires prior correct registration for the exhibition/event and for entry in printed or electronic medias, as well as the explicit written consent of the organizer.

10. Construction and design of the stands – advertising – direct sales

10.1. Construction and design of the stands, as well as advertising, must be based on the special aspects applicable for the particular exhibition/event; these can be found in the respective technical Guidelines, the technical Order leaflet and any Special Terms and Conditions of Participation.

10.2. Sales to private persons are not allowed. § 64 Gewerbeordnung (German Industrial Code) must be observed. The exhibitor must ensure that the customer is entitled to purchase. Goods must only be sold to persons entitled to purchase and exclusively for commercial purposes. The indicating of prices to persons other than buyers from the branch of industry is likewise not permitted.

10.3. All visible and eye-catching indications of prices, as well as the affixing of references on the outer walls of the stand, in display windows or at other visible points in the aisles or at the stand is not permitted. It is explicitly stated that the laying out and/or distribution of advertising material is prohibited outside the exhibitor's own stand.

11. Compulsory presence

11.1. The exhibitor is obliged to adhere to the setting-up and dismantling times published by the organizer.

11.2. For the entire duration of the exhibition/event, the exhibitor must equip the stand with the goods registered and with suitable personnel during exhibition/event hours.

12. Musical and audio-visual reproduction – events

Events, the playing of music or videos at the stand, require the prior consent of the organizer. The application form is to be found in the technical Order leaflet. The exhibitor must observe the relevant regulations of the technical Guidelines and of any Special Terms and Conditions of Participation. The exhibitor shall be solely liable for ensuring that all types of performance, for example musical reproductions, adhere to the copyright and other relevant regulations, such as the permission of the Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte GEMA (German musical copyright watchdog body).

13. Domestic authority – remedial measures of the organizer

13.1. During the setting-up and dismantling times, as well as during the exhibition/event, the organizer shall have unrestricted owner's rights, unless any Special Terms and Conditions of Participation determine otherwise. The organizer is entitled to make self-enacted directives and instructions applicable immediately at any time and can, for example, immediately remove devices that are disturbing, harmful or contrary to the interests of the exhibition/event.

13.2. Violations of the contract, including violations of these General Terms and Conditions of Participation, violations of the technical Guidelines and of any Special Terms and Conditions of Participation, shall entitle the organizer to take remedial action; in serious cases or in the event of refusal by the exhibitor to create the conditions as per the terms and conditions, or if it no longer being possible to create these conditions, the organizer shall be entitled to close the stand and to order its clearing, without recourse to the courts. The exhibitor is not entitled to assert any withdrawal, termination or compensation claims against the organizer as a result.

13.3. Exhibits/services must be kept present by the exhibitor for the entire duration of the exhibition/event. Goods/services not admitted to the exhibition/event must not be displayed or offered. Non-admitted goods/services can be removed by the organizer at the expense of the exhibitor or prohibited. The exhibitor is not entitled to assert any withdrawal, termination or compensation claims against the organizer as a result.

13.4. The provisions concerning domestic authority as per the Special Terms and Conditions of Participation and the technical Guidelines must be observed in all cases.

The duty to safeguard traffic at the stand space or the exhibition stand is the responsibility of the respective exhibitor.

14. Delivery and return transport

The exhibitor alone shall be responsible for the delivery and return transport of the exhibits as well as for taking out insurance – insofar as this is indicated and/or necessary – Stand construction parts including the construction and dismantling of the stand – should the stand be owned by the exhibitors – shall be exclusively subject to the sole responsibility of the exhibitor. The same shall apply for any adherence to import and export regulations that may apply, for the payment of customs duties, etc.; explicit attention is drawn to the fact that customs formalities can be time-consuming and difficult. The organizer assumes no liability whatsoever in this respect.

15. Limitation of liability – reservations

15.1. In cases of merely negligent violation of obligations by the organizer or his/her vicarious agents, liability of the organizer shall be limited to the contractually typical, foreseeable damage.

15.2. Liability for damage to persons and as per the Product Liability Law

shall remain unaffected. In the event of the organizer also letting an exhibition stand or stand components to the exhibitor in addition to the stand space, the statutory liability for material defects to the exhibition stand or the stand components shall remain unaffected but subject to the proviso that the exhibitor is obliged to notify the organizer of these material defects prior to the end of the exhibition/event for the purpose of verification. Otherwise, the assertion of claims for material defects by the exhibitor shall apply as forfeited.

15.3. In the event of compelling reasons applying and for which the organizer is not responsible, such as force majeure, operational disturbances, statutory regulations, government or official directives, terrorist or criminal actions, the organizer shall be entitled to postpone the exhibition/event, to shorten it, extend it, to close it in part or in full, or to cancel it. The exhibitor is not entitled to assert any withdrawal, termination or compensation claims against the organizer as a result. Should it not be possible to hold the exhibition/ event at all for the above-mentioned reasons, payment of the participation invoice shall cease to apply; any payments already made shall be refunded, not, however, payment of additional services already provided.

15.4. The organizer shall not be liable for the economic success of the exhibition/event.

16. Liability of the exhibitor – liability insurance

16.1. All costs incurred by the exhibitor with respect to the preparation and execution of the exhibition/event, shall be on his/her account in all cases.

16.2. The exhibitor shall be liable for all damage suffered by the organizer or third parties as a result of his/her participation in the exhibition/event, e.g. at his/her stand or through own activities, and/or occurring in spaces of the exhibition premises and their facilities. Co-exhibitors, as well as exhibitors and sub-exhibitors, shall be liable jointly and severally.

16.3. The exhibitor is advised to take out liability insurance for his/her participation in the exhibition/event. If the exhibitor already has business liability insurance which covers the special risks of his/her business operations, the exhibitor should notify his/her insurer accordingly prior to the start of the event.

16.4. The exhibitor alone shall be responsible for the exhibits and any other items taken to the trade fair/event also in the case of stands owned by the exhibitor; the organizer shall assume no liability whatsoever in this respect. The exhibitor is advised to cover this material risk by taking out insurance covering the entire period of his/her exhibition/event participation (i.e. inward transport, settingup, duration of the exhibition/event, taking-down and outward transport).

17. Assignment – offsetting – right of withholding

17.1. The assignment to third parties of claims of the exhibitor against the organizer is excluded.

17.2. The exhibitor is not entitled to offset against the organizer and/or to assert a right of withholding, unless the claim of the exhibitor against the organizer is undisputed or has been determined as legally binding.

18. Forfeiture – statute-barring

18.1. Claims of the exhibitor against the organizer from, as well as in connection with, the contract shall be forfeited if not asserted in writing at the latest one month following closure of the exhibition/event.

18.2. Claims of the exhibitor against the organizer from the contract shall become statute-barrred at the latest twelve months following the end of the month in which the last day of the exhibition/event falls. Claims based on intentional violation of obligations, as well as all other claims of the exhibitor against the organizer, shall be subject to the statutory limitation period.

18.3. Claims of the organizer against the exhibitor for compensation for

damages as a result of alteration or deterioration of the rented item shall become statute-barrred one year following return of the rented item to the organizer; in the event of return within 30 years, within one year from arising of the claims.

19. Verbal subsidiary agreements – interpretation of the contract

19.1. Amendments to the contract concluded shall only be valid if made in writing; this shall also apply for subsidiary agreements and for nullification of this clause.

19.2. Should a provision of the present contract be or become invalid, the validity of the other provisions shall remain unaffected. These should be interpreted in such a manner that the sense and purpose of the contract are maintained. The same shall apply in the event of loopholes in the contract. This shall also apply for the interpretation of the registration documentation, the registration, the General Terms and Conditions of Participation included in the contract, the technical Guidelines, the directory of goods and services, price lists, order forms, as well as for any Special Terms and Conditions of Participation. The German text shall be authoritative in all cases.

20. Company data – data protection

20.1. The exhibitor declares he agrees that, on account of the contractual relation and for reasons of automated data processing, the organizer may store the company data – and if need be data on the exhibitor – that may be instrumental to fulfilling the contract, and may also pass it on for advertising purposes.

20.2. If person-related data is concerned, this will only be collected, stored and processed within the limits permitted by the German Federal Data Protection Law (BDSG). This data will not, however, be passed on to third parties, unless the person concerned has given his/her explicit consent to this.

21. Place of jurisdiction

21.1. Provided the exhibitor is a businessman/businesswoman, a legal entity under public law or a special fund under public law – unless the contract or, where relevant, the Special Terms and Conditions of Participation specify otherwise – the place of fulfilment for any obligations arising from and in connection with this contract shall be deemed to be Düsseldorf.

21.2. If the exhibitor is a businessman/businesswoman, a juristic person under public law or a public-law special fund, Düsseldorf shall apply as agreed as place of jurisdiction for all disputes arising from or in connection with the contract – as well as for cheque and bill of exchange litigation. The organizer shall, however, have the right to take legal action against the exhibitor at another place of jurisdiction applicable for him. If the exhibitor is not a businessman/businesswoman, a juristic person under public law or a public-law special fund, Düsseldorf shall apply as agreed as place of jurisdiction in the event of the exhibitor

- not having had any general place of jurisdiction in the Federal Republic of Germany at the time of conclusion of the contract, or
- moving his/her legal domicile or place of habitual abode out of the Federal Republic of Germany subsequent to conclusion of the contract, or
- in the event of his/her legal domicile or place of habitual abode not being known at the time of taking legal action.

22. Applicable law

The reciprocal rights and obligations from the contractual relation between the organizer and the exhibitor/co-exhibitor/sub-exhibitor shall be governed by the laws of the Federal Republic of Germany.