

Special Terms and Conditions for Participation

in events organised by

Karlsruher Messe- und Kongress GmbH
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1. **Event**
NUFAM 2019
2. **Organiser**
Karlsruher Messe- und Kongress GmbH (KMK)
Postfach 12 08, 76002 Karlsruhe, Germany
3. **Date(s) and venue**
26 – 29 September 2019: 10:00 a.m. – 6:00 p.m.
Karlsruhe Trade Fair Center
4. **Assembly and dismantling periods**
Assembly:
23 – 25 September 2019: 8:00 a.m. – 8:00 p.m.
Dismantling:
29 September 2019: 6:00 p.m. – midnight
30 September – 1st October 2019: 8:00 a.m. – 8:00 p.m.
5. **Registration and admission**
Registration shall be made via the registration form or the Online Booth Registration System.
If registration is made via the registration form, it shall be sent to Karlsruher Messe- und Kongress GmbH with a legally binding signature. The exhibitor shall print out a copy of the document for his own files. Insofar as all conditions for acceptance have been fulfilled, the exhibitor will receive written confirmation of acceptance from the trade fair / exhibition management.
If registration is made via the Online Booth Registration System, the exhibitor will automatically receive a confirmation via email. A few days later, the exhibitor shall receive his admission document. This document is legally binding.
The trade fair / exhibition management will endeavour to meet your requests concerning the choice of a stand shape but reserves the right – upon consultation with you – to make any changes necessitated by layout planning.
Closing date: 25 May 2019
Once admission has been granted, the exhibitor cannot rescind the agreement outside the legal regulations and the following provisions.
If the exhibitor cancels participation after the date of admission or declares rescission or cancellation of the agreement, he shall bear the full cost of the stand and of all additional charges incurred by the organiser until that date. If, owing to technical, safety-related or other reasons, the trade fair / exhibition management does not permit an exhibit or demonstration planned by the exhibitor, this shall not constitute valid grounds for the exhibitor to cancel free of charge. In such cases, the exhibitor must rearrange or use the area accordingly. Non-permitted materials may be removed by Karlsruher Messe- und Kongress GmbH at the exhibitor's expense without further warning. Please note the following cancellation fees applicable to services:
- until 6 days before the beginning of assembly under clause 04:
cancellation fee 50% of stand construction and services
- from the beginning of assembly under clause 04:
cancellation fee 100% of stand construction and services
6. **Admission requirements**
Admission is granted to all German and non-German manufacturers and all companies that are authorised by a manufacturing plant to exhibit its products. All exhibits shall be specified accurately in the registration form and shall match the groups of exhibits as detailed in the nomenclature. Items shall not be brought to the exhibition unless they have been registered and admitted. Admission shall be at the discretion of the trade fair / exhibition management. Applicants are not automatically entitled to admission. Admission shall be granted by the trade fair / exhibition management in writing. The lease contract shall not be considered as concluded in a legally binding manner until admission has been granted. However, the trade fair / exhibition management shall be entitled to withdraw admission if the admission requirements turn out to be inapplicable or cease to be applicable. Should exhibitors deviate from the information specified in their registration without the written approval of the trade fair / exhibition management, the latter shall be entitled to exclude said exhibitor from taking part in the event, even without notice. Exhibitors shall not be entitled to claim damages from the organiser in this connection.

7. Prices of participation

Rental prices for

Prices until 23.11.2018	up to 30 sqm	31 - 50 sqm	51 - 100 sqm	101 - 250 sqm	251 - 500 sqm
Row stand	€ 92,00	€ 88,00	€ 81,00	€ 73,00	€ 63,00
Corner stand	€ 96,00	€ 92,00	€ 85,00	€ 76,00	€ 66,00
End-of-block	€ 100,00	€ 96,00	€ 89,00	€ 79,00	€ 69,00
Island stand	€ 104,00	€ 100,00	€ 93,00	€ 82,00	€ 72,00

Outdoor ground area / sqm: € 49,00

Prices from 24.11.2018	bis 30 sqm	31 - 50 sqm	51 - 100 sqm	101 - 250 sqm	251 - 500 sqm
Row stand	€ 99,00	€ 95,00	€ 88,00	€ 80,00	€ 70,00
Corner stand	€ 103,00	€ 99,00	€ 92,00	€ 83,00	€ 73,00
End-of-block	€ 107,00	€ 103,00	€ 96,00	€ 86,00	€ 76,00
Island stand	€ 111,00	€ 107,00	€ 100,00	€ 89,00	€ 79,00

Outdoor ground area / sqm: € 56,00

Rental prices for row stands, corner stands, end-of-block stands and block stands. These prices are for net space, excluding stand construction, side panels and partitions. Should you require further services, please order them via the Online Service Center (OSC). The registration and marketing fee is of € 269,00 + VAT.

8. Stand construction service

- Basic package € 80.00 per sqm
(stand construction, excluding floor space and VAT)
 - Comfort package € 103.00 per sqm
(stand construction, furnishings and services, excluding floor space and VAT)
 - Maxima 40 Basic package € 92.00 per sqm
(stand construction, excluding floor space and VAT)
 - Maxima 40 comfort package € 113.00 per sqm
(stand construction, furnishings and services, excluding floor space and VAT)
 - Premium basic package € 129.00 per sqm
(stand construction, excluding floor space and VAT)
 - Premium comfort package € 150.00 per sqm
(stand construction, furnishings and services, excluding floor space and VAT)
 - Exclusive basic package € 155.00 per sqm
(stand construction, excluding floor space and VAT)
 - Exclusive comfort package € 180.00 per sqm
(stand construction, furnishings and services, excluding floor space and VAT)
 - "NUFAM" basic package see form 3
(stand construction, excluding floor space and VAT)
 - "NUFAM" Comfort package see form 3
(stand construction, furnishings and services, excluding floor space and VAT)
- Please note:** If the exhibitor orders a basic or comfort package, he cannot claim offset or reimbursement for any stand construction material that is not required. Both packages can only be ordered through registration on the registration form. Once registration has taken place, stand construction can only be ordered via the Online Service Center (OSC).

9. Special provisions NUFAM

After the closing date of registration location proposals will be sent to additional interested exhibitors depending on available stands. The placement of the exhibitor's stand especially if there are wishes from the exhibitor will be under the provisions of the project management. If particular wishes cannot be fulfilled this is no reason for rescission of the contract.

10. Co-exhibitors and additionally represented companies

Inclusion of a co-exhibitor/represented company requires prior written indication on the registration, specifying complete address details including contacts (see form 2). A registration fee incl. marketing fee of € 390.00 + VAT is payable for each co-exhibitor. Each represented company is subject to a registration fee of € 269.00 + VAT.

11. Two-level stands

Two-level stands are subject not only to the stand rental but also to another 50% for the upper level.

12. Stand space

Minimum stand space shall be of 12 sqm. Smaller stand space can only be leased if this has been arranged with the trade fair / exhibition management and if such space results from the layout planning. Any structural columns that are located within the stand space shall form part of the stand. The final rental invoice shall be based on the dimensional survey taken by the trade fair / exhibition management. Each square metre or part thereof shall be charged in full, and the stand space shall generally be calculated as a rectangle, irrespective of installations, minor deviations, etc.

13. Design, fittings and furnishings

It is a requirement that each stand area must have constructionally defined borders separating it from neighbouring stands. If you do not have your own stand construction system or if you do not rent such a system via KMK, then stand separation partitions (back and side panels) are mandatory. Such stand separation partitions are subject to a fee which is not included in the stand rental. Should you require stand separation partitions, please refer to the Online Service Center (OSC). If you do not order stand separation partitions but your stand space is surrounded by partitions of your neighbours or by exist-

ing partitions, then you will be charged for those partitions on the terms specified in the Online Service Center (OSC). Approx. 5 cm shall be deducted from the width of an allocated stand, unless you have specifically requested clear width on account of standard stand construction. For safety reasons, stand separation partitions in basic stand construction are secured by support partitions which may only be removed by the organiser's contracting company upon securing the structural stability of the separation partitions. The exhibitor is liable for any damage

resulting from failure to ensure the renewed structural stability of stand separation partitions after the dismantling of his stand. The exhibitor shall submit drawings and sketches of the intended stand construction. To set up his own marquees, pavilions or roofed-over facilities on outdoor premises, the exhibitor requires permission which shall be dependent on the prior submission of a draft plan. Any decoration material used by the exhibitor shall be flame-retardant and must comply with all other police regulations. Any damage to partitions and flooring and any modifications to the rented stand space by the exhibitor, his staff or his agents shall be the exhibitor's liability. Any compensation claims resulting from such damage shall be billed separately. The exhibitor shall notify the trade fair / exhibition management of any contracted design companies unless those are companies which the exhibitor runs himself. The exhibitor shall use local companies if this becomes relevant. The interior finish of the halls shall not be modified by exhibitors. Pillars, wall projections, fire extinguishers, partitions, distribution boxes and other technical facilities form part of the allocated stand space.

14. Assembly and dismantling

The exhibitor shall receive the access details for the Online Service Center (OSC) in good time and undertakes to note the content of the same. If a company's stand is still unoccupied 12 hours prior to the beginning of the event or if there is no indication that the exhibitor will arrive at a later stage, then his space shall be given side and back panels at the expense of the exhibitor, upon instruction of the trade fair / exhibition management, and the entire stand shall be either decorated with a view to creating a good overall impression or the space shall be given to other customers. In such a case stand rental shall be payable in full. The KMK shall under no circumstances be held liable for damage caused by the exhibitor's delay in submitting order forms or failure to submit those forms (incorrect obligatory entry in the exhibitors' directory, incomplete electric power lines during assembly, etc.). If the exhibitor dismantles his stand before the end of the exhibition, then the trade fair / exhibition management shall be entitled to charge a contractual penalty of € 500.00 + VAT.

15. Exhibitors' badges

Exhibitors' badges are issued by the office of the trade fair / exhibition management or sent off in good time prior to the exhibition. 2 exhibitors' badges will be issued free of charge for stands of up to 10 sqm, and 1 free of charge for each further 10 sqm, up to a maximum of 10 exhibitors' badges. Further badges can be issued subject to a charge. Please refer to the relevant forms in the Online Service Center (OSC).

16. Exhibitors' directory

The organiser shall issue an exhibitors' directory. The obligatory entry comprises basic details (company name, address, e-mail/web address, hall, stand no.) in the alphabetical directory, in the product directory (company name, hall, stand no.) and on the website. Where applicable, the exhibitor may also be mentioned via social media channels. This can only be provided if registration has been received on time. Further entries are possible against payment of fees. Please refer to the Online Service Center (OSC).

17. Animals

Animals are not admitted to the exhibition. The only exceptions are guide dogs for disabled persons and for the blind as well as service dogs.

18. Photography

The trade fair / exhibition management is entitled to authorise staff to make drawings, video recordings and photographs of trade fair stands and exhibits and to use the resulting material for its advertising purposes. The exhibitor shall waive all objections arising from his rights of ownership and rights of use. Other persons require express written permission from the trade fair / exhibition management for recordings of any kind.

19. AUMA fee

Net fees of € 0.60 per square metre for indoor space and outdoor space are levied for the Association of the German Trade Fair Industry (AUMA). This amount shall be invoiced along with the stand rental. AUMA upholds the manifold interests of German industry in matters of exhibitions and trade fairs.

20. Technical facilities

Requests for electricity, water, compressed air, telephone connections, etc. can only be met if orders are received on time via the Online Service Center (OSC). A sufficient amount of general illumination will be available. However, the exhibitor can ask for additional electric lines to be installed at his own expense. Charges for such lines shall be based on the nearest connection point from the relevant stand. The installation of supply lines may only be entrusted to contractors licensed for this purpose by the trade fair / exhibition management. The use of electricity, water and gas within the stand space shall be at the exhibitor's expense. The trade fair / exhibition management accepts no liability

for damage due to technical faults resulting from supply fluctuations, power cuts or force majeure or due to power disruptions effected upon the orders of the fire department, police or public utilities.

21. Terms of payment

Rent for stand space (stand rental) and all other charges are net prices and exclusive of German VAT which is payable at the relevant statutory rate, specified in addition to each price. The exhibitor shall receive an invoice for the stand space upon/after confirmation of the stand; where additional charges and stand construction packages are concerned, invoicing shall depend on the order date. All invoices are payable upon receipt. If an invoice is not settled by the exhibitor within 30 days of receipt, then the exhibitor shall be considered as being in arrears irrespective of a reminder. If the exhibitor is in arrears, then the trade fair / exhibition management shall be entitled to charge default interest at the statutory rate. In the event of continuing arrears despite a reminder the trade fair / exhibition management reserves the right to cancel the agreement with immediate effect on the grounds of a compelling reason. Please note that all orders received less than one week before the start of the event will be subject to an express service surcharge of 25%.

22. Advertising

Active advertising outside the rented stand is not permitted. In the event of violations, the trade fair / exhibition management reserves the right to take immediate action. It may also cancel existing agreements for subsequent events on the grounds that essential requirements for contractual fulfilment are no longer met.

23. Prevention of accidents

It is mandatory for the exhibitor to ensure that his exhibited machinery, equipment, devices, etc. have safety devices that comply with the accident prevention regulations of the relevant trade association. Any personal injury or property damage arising from the operation of exhibited machinery, equipment, technical systems, etc. shall be the exhibitor's liability. Fire extinguishers and their signs shall not be removed or covered, and emergency exits shall not be covered or concealed by exhibition stands or exhibits.

24. Cleaning

The cleaning of outdoor exhibition premises and halls shall be conducted by the trade fair / exhibition management. The exhibitor undertakes to clean the stand he has rented. Packaging and similar materials shall not be stored in halls.

25. Insurance and security

The exhibitor shall be liable for any personal injury and property damage caused by his company. As detailed in the participation regulations of IDFA (the Interest Group of German Trade Fairs and Exhibition Cities), which become part of the contract between organiser and exhibitor, the trade fair / exhibition management accepts no liability for damage caused by fire, burglary, theft, burst pipes or weather conditions. We therefore urgently recommend the conclusion of an exhibition risk insurance. The trade fair / exhibition management has concluded a special agreement with an insurance company for the duration of the exhibition. In view of the special reduced rates that are available, it is recommended that exhibitors join this agreement. Should the exhibitor wish to obtain special chargeable stand security, then this shall be conducted exclusively by companies commissioned for this purpose by the trade fair / exhibition management on the terms which are applicable at the time. The relevant forms can be found in the Online Service Center (OSC).

26. GEMA

The exhibitor shall contact GEMA (German Society for Musical Performing Rights and Mechanical Reproduction Rights) in the following cases: use of live music, band music, records, cassettes, CDs, DVDs, presentations of films with sound or videos with music or in the event of membership of an AV or TV medium. GEMA, P. O. Box 10 17 53, 70015 Stuttgart, Germany, Phone: +49(0)711 22526, Fax: +49(0)711 2252800.

27. Data protection

Details specified by yourself will be recorded and saved to the database of Karlsruher Messe- und Kongress GmbH. Karlsruher Messe- und Kongress GmbH will use your details, including company details, for the purpose of conducting the exhibition. Karlsruher Messe- und Kongress GmbH will share your personal details with third parties to the extent that this is required for the fulfilment of the agreement between yourself and Karlsruher Messe- und Kongress GmbH. Your surface mail address, your e-mail address and your company details will serve the purpose of keeping you informed about forthcoming events on the premises of Karlsruher Messe- und Kongress GmbH, either by surface mail or e-mail. You are entitled to withdraw your consent to the promotional use of your details at any time.

28. Domiciliary right

The trade fair / exhibition management exercises a domiciliary right on the outdoor premises and in the exhibition halls. Instructions of the trade fair / exhibition management, their employees and their stewards shall be observed.

29. Recognition of the terms and conditions of exhibition and the house rules

By registering for participation in the exhibition, the exhibitor bindingly recognises these Special Terms and Conditions for Participation, the General Exhibiting Guidelines for Trade Fairs and Exhibitions of IDFA Members and the House Rules both for himself and for his agents. In

the event of a violation, the trade fair / exhibition management shall be entitled to remove the faults or disruptions at the expense of the relevant exhibitor and to close down the stand without compensation.

30. Period of limitation

All contractual and pre-contractual claims of the exhibitor towards the trade fair / exhibition management shall come under the statute of limitation for a period of 6 months. This period shall start on the working day after the end of the exhibition.

31. The place of jurisdiction and performance is Karlsruhe.

German law applies.

32. Voidance

Should any of the aforementioned provisions be or become invalid, then this shall not affect the validity of the remaining Special Terms and Conditions for Participation or the entire agreement. Should one of these provisions be invalid, then the parties agree that it shall be replaced by whatever provision comes as close to it as possible in terms of its economic meaning and purpose.

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



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

01. Participants

- 01.01 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.
- 01.02 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.
- 01.03 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**.
- 01.04 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.

02. Registration

- 02.01 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.
- 02.02 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.
- 02.03 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.
- 02.04 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.
- 02.05 By submitting the application form, the exhibitor hereby agrees to his data being recorded, processed and used for the purpose of organizing the event and for purposes of advertising, market research or opinion research - in accordance with the latest version of the Data Protection Act - and to these data being passed on to third parties in connection with the above-mentioned purposes. The exhibitor shall hereby give his consent in this respect, unless he has filed an express objection. The exhibitor shall also be obliged to take part in electronic visitor recording and evaluation programmes, and shall agree to the publication of information relating to his participation via electronic media, including the Internet.

03. Admission

- 03.01 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 02.01, sentence 3).
- 03.02 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.
- 03.03 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.

04. Space assignment

- 04.01 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.
- 04.02 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.

05. Unauthorized transfer of stand space, co exhibitors, additionally represented companies

- 05.01 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.
- 05.02 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.
- 05.03 The exhibitor may only accept co-exhibitors or additionally represented companies (cf. 01.04) 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.

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

- 06.01 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 par-

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.

- 06.02 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.
- 06.03 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.
- 06.04 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.
- 06.05 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.
- ## 07. Non-participation by the participant
- 07.01 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.
- 07.02 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 06.01.
- 07.03 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 17.06) 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.
- 07.04 In the event of non-participation by a co-exhibitor, the participant shall still be obliged to pay the full registration fee (see subsection 01.04).
- ## 08. Cancellation, relocation and change in the duration of the event
- 08.01 The participant 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.
- 08.02 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.
- 08.03 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.
- 08.04 If the organizer is responsible for cancelling the event, the participant shall not be obliged to pay the participation fee.
- 08.05 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.
- ## 09. Stand construction, fittings and design
- 09.01 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).
- 09.02 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.
- 09.03 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.
- 09.04 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.
- 09.05 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.
- 09.06 If the participant does 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.
- 09.07 Construction of the stand shall be completed at the latest before the end of the construction times sti-

* The IDFA is the interest group of German trade fairs and exhibition cities. Its members are the trade fair companies in: Bremen, Dortmund, Essen, Friedrichshafen, Hamburg, Karlsruhe, Leipzig, Offenbach, Pirmasens, Saarbrücken and Stuttgart. IDFA members issue these guidelines together on a voluntary basis in the interest of ensuring fair and equal treatment for all exhibitors. Members are free to enter into agreements with exhibitors that diverge from these guidelines. Such agreements and arrangements require written confirmation from the IDFA member in question in order to take effect.

- plated 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.
- 09.08 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.
- 09.09 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**
- 10.01 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.
- 10.02 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.
- 10.03 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.
- 10.04 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.
- 10.05 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.
- 10.06 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.
- 10.07 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**
- 11.01 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.
- 11.02 The participant shall be responsible for obtaining and maintaining licences from the trade supervisory and public health authorities.
- 12. Exhibitor passes**
- 12.01 After paying the invoice amounts in full (see section 06), 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**
- 13.01 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.
- 13.02 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.
- 13.03 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**
- 14.01 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.
- 14.02 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**
- 15.01 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).
- 15.02 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**
- 16.01 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**
- 17.01 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 05.01, 06.04, 09.02, 09.03, 09.06, 10.06, 10.07 and 15.02.
- 17.02 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.
- 17.03 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.
- 17.04 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.
- 17.05 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.
- 17.06 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.
- 17.07 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 05.01: Unauthorized transfer of stand space
 - subsection 06.01: Duty to make an advance payment
 - subsection 09.02: Stand construction
 - subsection 09.03: Non-removal of annoying objects
 - subsection 09.04: Stand design/equipment
 - subsection 09.09: Vacation of stand on time
 - subsection 10.06: Unauthorized approaching/interviewing of visitors
 - subsection 10.07: Ban on political advertising
 - subsection 13.02: Failure to clean the stand
 - subsection 15.02: 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**
- 18.01 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.
- 18.02 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.
- 18.03 The organizer shall only be liable, irrespective of the legal reason, for foreseeable damage which can typically be expected to arise.
- 18.04 In so far as the organizer is liable in cases of minor negligence, his liability shall be limited to EUR 10,000.
- 18.05 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.
- 18.06 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.
- 18.07 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.
- 18.08 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.
- 18.09 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 18.01 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**
- 19.01 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.
- 19.02 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.
- 19.03 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**
- 20.01 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**
- 21.01 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.
- 21.02 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.
- The German text shall be legally binding.

House rules and regulations



CONNECTING IDEAS.
Karlsruhe –
Messen und Kongresse

KMK's house rules and regulation define the rights and obligations of visitors to the public assembly areas.

Entering the public assembly areas during an event is only permitted with a valid admission ticket or for the purpose of purchasing one. Visitors must use the seat assigned to them on the admission ticket for each event and must only use the access routes provided. The admission ticket becomes invalid upon leaving the public assembly areas.

For security reasons, in particular to prevent dangerous situations, police or security services may require visitors to take seats other than those stated on their admission tickets; reimbursement of admission fees do not apply in this case.

Contents of bags, containers and clothing such as coats, jackets and shawls may be checked by security or inspection staff. Visitors that do not comply with the inspection of objects that could endanger the event or visitors will not be permitted to attend the event. Visitors turned away for this reason are not entitled to reimbursement of admission fees. Bags or similar containers may be prohibited depending on the nature of the event.

Individuals who are visibly under the **influence of alcohol or drugs** will not be permitted to attend the event.

Young persons under the **age of 15** may only enter the public assembly areas with a legal guardian. In addition, the provisions of young persons act apply. Exceptions shall apply solely with express declaration posted at the ticketing office and entrance areas.

All facilities in the public assembly areas must be used in a **careful and mindful manner**. Within the public assembly areas all individuals must behave in way that does not harm, endanger, interfere or inconvenience others – as far as circumstances will allow.

In accordance with § 5, Paragraph 1 of the state smoking ban (LNRSchG), **smoking is not permitted** in all areas of KMK.

Hall managers are provided for monitoring halls and supervising buildings, in particular larger halls, adjoining rooms, cloakrooms, toilets etc.

The lessor may **close rooms**, buildings or open spaces, or evacuate them for security reasons. All persons located in the public assembly areas must immediately follow the instructions given by hall managers, security services, the police or fire brigade and must leave the public assembly areas immediately in the event of an evacuation.

Moving furniture and fittings may only be performed by service personnel and requires the authorisation of the hall manager. Seating plans and special written agreements between lessor and lessee shall be authoritative in such cases.

Boxes, packaging material, paper and other highly flammable materials and waste may not be stored in the stands or the aisles. Karlsruher Messe- und Kongress GmbH may authorise an exception for the **storage of empties** and packaging material in the halls in certain cases if it is unavoidable. This requires approval from the fire authority. Parking bicycles or similar vehicles is not permitted in the halls.

Fire safety: The use of open lighting is prohibited in close proximity to highly flammable materials. If an event is planning to use wax candles, candles must be installed and secured in such a way as to ensure they cannot set fire to highly flammable materials, particularly clothing and decorations. The fire authority may need to provide authorisation for activities involving fire hazards used in special performances or repair work. This will be decided on a case-by-case basis. Gas, electric or other heating devices must be placed on an incombustible surface at a safe distance from flammable objects.

Decorations, fire safety regulations:

Decorations, superstructures, etc. may only be installed with the permission of Karlsruher Messe- und Kongress GmbH and must comply with provisions tailored to each individual case. The fire authority must determine whether these items meet safety regulations. The fire safety ordinances of the City of Karlsruhe shall be authoritative. Decorations and superstructures are to be removed immediately after the event. It is prohibited to drive nails, screws or hooks into the floors, walls or ceilings, and no other constructional modifications or alterations may be made. The event organiser will be invoiced for any damage resulting from such activities.

The following fire safety regulations are to be observed:

1. The use of synthetic materials for decoration is not permitted with the exception of materials that are highly flame-resistant according to DIN 4102. Flame resistance must be documented with a test certificate from a materials testing institute.
2. Garlands made of leaves or softwood, trees or similar may only be used if in a fresh state.
3. Every stand must be able to present documentation that verifies the decorations being used are flame-resistant.
4. All fire detection devices, fire hydrants and hand-operated fire extinguishers must be easily accessible and in plain sight.
5. Directional signs for exits and emergency exits may not be covered under any circumstances.
6. Gas or liquid-fuel burners may only be used for promotional and demonstration purposes. The storage of fuel reserves within the halls is prohibited. Authorised gas and liquid-fuel burners must be connected using screw threads, reinforced hoses and fixed brackets.
7. Propane (butane) cylinders may not exceed a capacity of 11 kg. Only connected cylinders may be located in the halls or exhibition stands. No other cylinders, empty or otherwise, may be located in the halls or stands. Compressed gas cylinders must be installed by specialists that are familiar with the respective regulations. Only cylinders with approved safety valves may be used. Each installation must be inspected by the responsible authority before operation. The cylinder valves are to be closed at the end of working hours.
8. Filling balloons with flammable gases, transporting such balloons or using them as decoration is prohibited.
9. Waste materials that are prone to spontaneous combustion (e.g. cleaning wool, cleaning cloths that contain oil or grease) must be stored in sealable, non-flammable containers.
10. Unpackaged, highly flammable items such as celluloid and similar materials must be displayed behind glass at all times.
11. Subsequent alterations or superstructures require express approval.
12. Objects powered by flammable substances that to be exhibited or demonstrated may require approval by the fire authority.

Any **lost property found** on the premises is to be given to the hall manager. Any personal or property damages incurred must be reported to the hall manager immediately.

Carrying the following items is prohibited:

- Weapons or dangerous objects and items that may present danger of bodily harm if thrown
- Aerosols, corrosive or dyeing substances or pressure tanks for highly flammable or harmful gases with the exception of standard cigarette lighters
- Containers that are made of fragile or brittle materials
- Bulky items such as ladders, stools, chairs, boxes
- Fireworks, rockets, Bengola lights, smoke powder, flares and other pyrotechnic objects
- Flags or banners that are not made of wood, that are longer than 2 m or more than 3 cm in diameter
- Large-scale streamers, large amounts of paper, wallpaper rolls
- Electronic or mechanic noisemakers
- All drinks, food and drugs
- Animals
- Racist, xenophobic and radical propaganda material
- Video cameras or other audio, image recording devices for commercial purposes (unless authorisation has been given by the event organiser)

Premises bans that have been pronounced by the lessor apply to all current and future events held in the public assembly areas. Repeal of a premises ban can be applied for with written justification. The lessor will notify the applicant within three months of its decision.