

# General Terms of Participation (A)

## A 1 Admission

(1) Exclusively GHM may admit of an exhibitor to the event. Admission comprises allocation of a certain stand space and the permission to exhibit certain items. The size of the stand according to permit may not under any circumstances be exceeded.

(2) The contract will only come into force when the admission document was issued. An exhibitor will be considered to have been admitted to the trade fair when the confirmation of admission document was issued – which may be issued electronically and in this case will have a legally binding effect even without signature. An order for detail planning (stand construction etc.) should only be issued thereafter.

(3) If no divergence exists between the admission document and the application form concerning products subject to registration, the contract of lease shall come into force when the exhibitor receives the admission document. If a divergence exists between the admission document and the application form in this respect, the contract of lease shall come into force unless the exhibitor contradicts the admission in writing within a period of eight (8) calendar days of receipt. GHM undertakes to particularly point out deviations to the exhibitor when a diverging admission document is sent.

(4) GHM has a legal right to refuse admission to the event without having to state any reasons for its decision. Therefore no legal right to admission exists. Companies which have not fulfilled their financial obligations to GHM or MMG, e.g. from earlier events, or which breached the house rules for the New Munich Trade Fair Centre or the Terms of Participation at earlier events may be excluded from admission.

(5) GHM will decide the location of the stand applied for with due consideration being given to the registered exhibits and the content structure of the exhibition (product categories (= product range)). The order or sequence of registrations is not a deciding factor in the allocation of places. Special requirements by the exhibitor may only be considered by GHM after prior confirmation in writing.

(6) Products which may disturb the business of the event because of their appearance, smell, noise etc., and goods which are not subject to the full and absolute control of the exhibitor, will not be admitted. In case of doubt, GHM may admit certain goods subject to the proviso that they do not constitute a nuisance for others.

**(7) Reference is made to the relevant provisions of the Federal Regulations for the Protection of Species and the Federal Nature Conservation Act.**

(8) Exhibitors will be admitted to the event by a confirmation of admission being sent which may be produced electronically and will in this case be legally valid without signature.

## A 2 Binding of the exhibitor to the contract, damages

(1) Registered and admitted exhibitors may not unilaterally terminate or cancel the contract with GHM or withdraw from the contract unless a legally valid reason for this exists.

(2) Should an exhibitor cancel the admission completely or in part or wish to reduce the exhibition space before the event, GHM shall do its utmost to rent out the floor space to another exhibitor. GHM shall not, however, have an obligation to do so. Cancellation or reduction shall not have an effect on the exhibitor's payment obligations from the original admission. To the extent GHM manages to rent out the floor space completely or in part, the exhibitor shall be credited with the amount received after the floor space rented out to a third exhibitor was paid for. If another exhibitor already registered relocates his stand to this vacated floor space, this shall only be considered letting to a third exhibitor if and to the extent that a higher rent can be generated from this vacated stand and that the space vacated by the other exhibitor may, in turn, be let to another exhibitor. Also if the cancelled floor space can be rented out to a third exhibitor completely or in part, the exhibitor shall at any rate owe GHM compensation for costs incurred by this additional activity which shall be paid as lump-sum damages. If the registration is cancelled up to six weeks prior to the start of the event, lump-sum damages shall total 750.00 euros plus statutory VAT, if there are less than 6 weeks remaining until the start of the event, lump-sum damages shall total 1,250.00 € plus VAT. Such damages shall be offset against any compensation that may be paid. The exhibitor as well as GHM may submit evidence to the effect that actual damage caused on a case-by-case basis is higher or lower and that the damages need to be adjusted accordingly.

(3) GHM itself is entitled to withdraw from the lease after setting a time allowed if the exhibitor does not honour its payment obligations on time. The exhibitor is liable for the loss caused to GHM.

(4) The exhibitor may not further let or hand over the stand which is admitted under his name to other firms.

(5) Furthermore GHM is entitled to withdraw from the lease or to terminate it without notice if the exhibitor seriously breaches his contractual obligations, particularly the obligations imposed upon him in accordance with the General and Particular Terms of Participation and the house rules, in spite of a warning. In these cases, the exhibitor registering is liable for the loss or damage caused to GHM.

## A 3 Subsequent change to allocation of places

(1) In the interest of the whole event, GHM must have flexibility in managing changes arising during the preparation time of the event. GHM is therefore entitled to change the allocation of space stated in the admission document (e.g. to move a stand to another

location, to change the size and design of the stand, and to relocate or close entrances and exits to the fair ground and to the halls).

(2) GHM may not, however, demand deviations in the stand area by more than one third of the originally allocated stand area.

(3) The exhibitor has a right to be compensated for the difference by which the price of participation may be reduced. All further claims against GHM shall be excluded.

(4) If the exhibitor cannot be reasonably expected to accept the change in the allocation of space without compensation by reason of the expense he has incurred, and considering the interests of GHM in an overall planning which takes into account the needs of all exhibitors, and also the ruling made in A 3 paras. 2 and 3, then he can claim reimbursement of the loss which has been incurred by him through relying on the validity of the allocation of place.

(5) Further claims for damages or loss and a right to withdraw by the exhibitor shall be excluded. The exhibitor cannot claim any rights from the fact that the location of the other stands has changed in relationship to his stand.

## A 4 Change in the event

(1) If GHM is forced as a result of force majeure or other reasons which are not its fault (e.g. breakdown in the electricity supply), to clear one or more areas temporarily or also for longer periods, to postpone it or to shorten it, then the exhibitor may not claim either a right to withdraw or to terminate, or to make any other claim because of this, particularly claims for damages against GHM.

(2) If GHM should cancel the event for urgent reasons which are not its fault, then it is entitled to charge the costs which it incurs generally to the exhibitors up to an amount of 25 % of the rent for space for each stand. In addition higher individual amounts can be invoiced if the exhibitor has had additional services carried out at extra cost.

## A 5 Rules for using the fair ground

The house rules and regulations for use for the fair ground is part and parcel of the General and Particular Terms of Participation. The exhibitor can inspect the house rules and regulations for use in the offices of GHM during normal business hours. They can be sent to him upon request.

## A 6 Technical Guidelines for the fair ground

The Technical Guidelines for the New Munich Trade Fair Centre are part and parcel of the General and Particular Terms of Participation. The exhibitor can inspect the Technical Guidelines in the offices of GHM during normal business hours. They can be sent to him upon request.

## A 7 Circulars

After admission the exhibitor will be informed by circular letter about details of preparation and implementation of the event. These circulars are part and parcel of the Terms of Participation.

## A 8 Occupation of stand

(1) If the exhibitor fails to occupy his stand within the period mentioned in B 2 of the Particular Terms of Participation, GHM may rescind the contract without having to send a prior reminder and, optionally, allocate the stand to another exhibitor or redesign it as required to present a holistic picture at the event.

(2) If the exhibitor fails to occupy his stand, this shall not affect the exhibitor's payment obligations from the original admission document. To the extent GHM manages to rent out the vacated space to a third exhibitor in part or as a whole, the exhibitor shall be reimbursed for the amount generated by letting the vacated space to a third exhibitor after complete payment was received. If another exhibitor already registered relocates his stand to this vacated floor space, this shall only be considered letting to a third exhibitor if and to the extent that a higher rent can be generated from this vacated stand and that the space vacated by the other exhibitor may, in turn, be let to another exhibitor. Also if the cancelled floor space can be rented out to a third exhibitor completely or in part, the exhibitor shall at any rate owe GHM compensation for costs incurred by this additional activity which shall be paid as lump-sum damages. Lump-sum damages shall total 1,000.00 € plus VAT. Such damages shall be offset against any compensation that may be paid. The exhibitor as well as GHM may prove that actual damage caused on a case-by-case basis is higher or lower and that the damages need to be adjusted accordingly.

## A 9 Transportation of exhibits

(1) The forwarding agents approved by GHM (**see exhibitor service documents**), hereinafter referred to as exhibition forwarders, shall exercise the exclusive forwarding right on the fair ground. This includes, for example, transporting exhibits, stand structures etc. to the stand including provision of auxiliary equipment, if necessary, as well as customs clearance for temporary or definitive imports. Forwarding services on the fair ground may only be assigned to exhibition forwarders.

(2) GHM shall not assume liability for any risks associated with the exhibition forwarder's operations.

(3) The exhibitor shall not be entitled to indicate GHM as addressee of shipments of goods (exhibits, stand construction material, information material and the like) or other shipments which are not destined for GHM but the exhibitor or third parties. GHM shall be entitled but not obliged to take delivery of and store such shipments in the name, at the expense and risk of the exhibitor against reimbursement of fees or commission the competent exhibition forwarder with storage of such shipments, the storage of exhibits and packaging materials in particular. No claims may be asserted against GHM from taking delivery of such shipments without verification of the adequacy and completeness of such shipments, freight and forwarding invoices or failing to duly store or safe-keep the goods. The statements above shall not apply to liability for intent.

(4) Exhibitors shall not be permitted to store any empties whatsoever (such as packaging and packing materials) at the stand or outside the stand in the hall or loading yard. Empties must promptly be removed. Empties may be stored on the fair ground via the exhibition forwarders. This service may be rendered for valuable consideration. GHM shall be entitled to have empties removed at the exhibitor's expense and risk in the event that the exhibitor fails to comply with GHM's request to remove illegally stored empties.

## **A 10 Setting-up and dismantling and design of the stand**

### **(1) General**

The normal height of stand structures and advertising mediums is 3.00 metres. The height of structures is stipulated individually for each event and may be seen from the "Important notes" section of the applicable **exhibitor service documents**. You may also make inquiries with the technical exhibitor service department. The height limits may only be exceeded in stand structures subject to GHM's prior written consent. In general, exhibits shall not be subject to these limitations. The competent technical exhibitor service must, however, be informed of such exhibits in advance.

The fair ground may only be accessed with any vehicles whatsoever at the exhibitor's own risk and subject to approval, a valid access permit or valid parking ticket. As a general rule, the fair ground may not be accessed and no cars may be parked at the fair ground during the event. The parking ticket or access permit shall only cover the vehicle for which it was issued.

GHM shall be entitled to request payment of a reimbursable fee for accessing the fair ground and to limit the maximum period of stay. If the limited period of stay is exceeded, the fee will not be reimbursed. This rule shall apply during setting-up and dismantling as well as if GHM has granted the exhibitor permission to enter the fair ground during the event.

The German road safety provisions (StVO) shall apply on the entire fair ground as well as the exhibition parking lots. The maximum speed permissible on the fair grounds is 20 k/h. In the halls, walking pace is the maximum speed; during the event, this rule shall also apply to the rest of the fair ground. Exhibitors must pay heed to pedestrians to the greatest possible extent. Paths and grassed areas that have been blocked may not be accessed by vehicles.

Halls may only be accessed for loading and unloading. The indicated maximum load on hall flooring as well as the height and width of doors must be taken into consideration. The engine must be switched off during loading and unloading. Exhibitors shall not be permitted to park cars in the halls at any time.

Caravans may not be parked on the fair ground for accommodation purposes. With the exception of specifically sign-posted areas, the entire fair ground is an absolutely no-stopping zone. GHM reserves the right to tow away any vehicles parked in the no-stopping zones or parked in any other illegal way and to remove trailers, containers and empties at the expense and risk of the responsible party, owner or driver.

In addition, the terms and regulations for entering the grounds specified in the exhibitor service documents ("important information") valid for the respective event as well as the exhibitor information regarding traffic that shall be sent to the exhibitor in good time prior to commencement of the event shall apply.

GHM shall be entitled to take further action to direct and regulate traffic, in particular in order to ensure smooth procedures during loading and unloading or during the event. All parties present on the fair ground must observe such measures. GHM, in particular, reserves the right to regulate access of exhibitors or their exhibition and stand constructors or other contractors to the individual stands.

Floors, the hall walls and columns as well as firm fixtures, particularly pipe work and fire fighting installations, may neither be painted nor papered over and must be accessible at all times. Any floor surfaces whatsoever may only be stuck onto the hall floor with double-faced textile tape. Floor coverings and adhesive tape must be removed again after the event has ended. Joints in hall walls, ceilings and floors may not be damaged under any circumstances by the cutting of chases, foundations or similar operations. Exhibitors shall not be permitted to insert bolts and anchors. The explicit approval of Messe München GmbH (MMG), central technical exhibitor service department, must be obtained for fixtures to floor, walls and ceilings. Circular saws and other machinery which develops dust and sawdust may only be used for setting up the stand together with dust extraction equipment. In the event of non-compliance with the above regulations, the originator of the damage shall be held liable in full for any damage caused.

### **(2) Setting-up**

Exhibitors shall be responsible for the configuration and design of the stands and necessary set-up. Exhibitors must, however, take the nature and appearance of each trade fair and event into consideration. GHM shall be authorised to stipulate associated changes in the stand design. GHM furthermore reserves the right to stipulate the frame structures in the Particular Terms of Participation for individual trade fair events.

**The name and registered office of the exhibitor must be clearly visible on the stand.**

Any exhibits which may pose a considerable danger to or may have adverse effects on other exhibitors, visitors or the exhibits of other exhibitors as a result of their appearance, smell, noise, vibration or similar properties, must promptly be removed from the fair ground at GHM's request. This obligation of the exhibitor shall apply even if he has mentioned such properties in his application form and GHM has admitted him.

If the exhibitor does not comply with GHM's request without delay, GHM shall be authorised to remove the exhibits subject of complaint at the exhibitor's expense and risk or to close the exhibitor's stand, without the exhibitor being entitled to assert any associated claims against GHM. The dismantling date for the closed stand shall be determined by GHM.

### **(3) Dismantling**

Under no circumstances may return transport of exhibits from the fair ground and the dismantling of the stand commence before the close of the event. By the end of the dismantling time indicated for each event (official dismantling time), the exhibitor must have completely removed the entire stand construction material, all exhibits and pieces of equipment as well as any other exhibition materials and reinstate the original condition of the exhibition area. Nothing may be left behind on the fair ground. Those who produce waste at the fair grounds are responsible for adequate and environmentally friendly waste disposal. Waste producers may, at their discretion, either take the complete waste produced by them away and dispose of such waste outside the fair ground in a responsible-minded and adequate manner or commission GHM or GHM's contractor designated by GHM with waste disposal. Each waste producer shall be responsible for observing the statutory and official provisions as well as the regulations listed below.

If the waste producer was directly or indirectly commissioned by an exhibitor, the latter shall also be held responsible for the waste producer's conduct. If the waste producer breaches statutory and official provisions or the regulations mentioned below, GHM shall be entitled to not only take recourse to the waste producer but also to the exhibitor who has directly or indirectly commissioned the waste producer. In this event, the waste producer and the exhibitor shall be jointly and severally liable.

The exhibitor shall also be liable for any damage which may arise if the original condition of the exhibition surface has not been reinstated by the exhibitor.

### **(4) Waste disposal, refuse avoidance, hazardous materials reduction**

Efforts must be made during each phase of the event to avoid waste wherever possible. This aim must be pursued in planning and coordinating activities undertaken by all those involved. As a general rule, recycling material must be used for stand construction and operation that has as little impact on the environment as possible.

In the area of the state capital of Munich, commercial waste may only be delivered to municipal refuse dumps and waste-to-energy plants if it has been sorted into material groups beforehand.

Materials capable of recycling must be recycled. Hazardous waste cannot be accepted and must be disposed of by specialist companies.

The waste disposal fee covers the removal of waste from the exhibitor's stand during setup and dismantling and for the duration of the trade fair. (It does not cover production waste and material accumulating from demonstrations.)

The party generating the waste is obliged to report any hazardous waste and other refuse that, owing to their type, characteristics or volume, pose a health or environmental risk, or which are explosive or flammable, to GHM, and to arrange for their due and proper disposal by the relevant contractual partner of GHM.

The same applies to the disposal of construction waste, bulk waste and carpeting. A fee will be charged for the disposal of such special waste. If the party generating the waste fails to meet payment obligations arising in connection with this special waste, GHM will also be entitled to assert claims against the exhibitor as well as against the party generating the waste in cases where the latter was directly or indirectly active on behalf of the former on the trade fair site.

## **A 11 Light, heat, electricity, gas, water**

(1) GHM shall provide general hall lighting and heating services. Special contractual arrangements may be made at the exhibitor's expense.

Messe München GmbH (MMG) is the operator of the Munich Trade Fair Centre and as such is responsible for maintaining electricity lines, heating, gas and water connections to the exhibitor's stand. If necessary, the exhibitor shall be required to conclude a separate agreement on use of and the fee payable for such connection with MMG. The central technical exhibitor service department of MMG is responsible for technical support.

### **(2) Electrical installations**

Electrical installations from the branches to the stands may only be made by GHM or its authorised contractors. Electrical installations which may only be made by GHM or its authorised contractors include the mains connection including power lines, mains fuse and, if applicable, mains switch/ electric supply meter. Generators may only be used at the stand subject to the competent technical exhibitor service department's prior written consent. The exhibitor shall not be entitled to procure electricity for his stand from persons not authorised by GHM. In particular, exhibitors shall not be permitted to procure electricity from neighbouring stands. Orders (for forms see exhibitor service documents) must be accompanied by a layout plan which depicts the requested position of the connections.

Exhibitors must make sure that electrical installations are designed for simultaneous operation of all current consumers at the stand. If GHM finds that the electrical installations ordered by the exhibitor are not fit for simultaneous operation of all current consumers, GHM shall without the exhibitor's request be entitled to subsequently adjust the respective electrical installations at the exhibitor's expense.

To the greatest possible extent, electrical installations will be laid through the branch ducts; if it is necessary due to the particular position of the connection point, however, electrical installations will also be laid overground.

GHM shall be entitled to guide electrical installations and connections for neighbouring stands through the exhibitor's stand unless it would cost GHM the same or even less to lay the electrical installations for the neighbouring stand without guiding lines and connections through the exhibitor's stand. The exhibitor has to obtain GHM's prior consent before requesting the laying of lines that would cross passageways or a third party's stand. The lines must be laid in such a way as to prevent visitors from tripping over. The exhibitor shall be required to bear the associated costs.

Unless a flat rate is charged for power consumption, the exhibitor will be charged the fee specified in the **exhibitor service documents** for consumption in kW/h according to the meter installed. For safety reasons, the power supply will be cut one hour after the official end of the event on the last day.

On the stands themselves, installations may be made by the exhibitor's own experts or authorised companies in conformity with VDE and EU regulations as well as the state of the art.

Upon request, electrical installations on the stands may also be performed by GHM or

its contractors. Unauthorised or non-compliant connections, machinery and equipment or connections, machinery and equipment which consume more energy than indicated may not be taken into operation. They may be removed by GHM at the exhibitor's expense and risk for safekeeping.

### (3) Gas installations

Gas installations from the branches to the stands may only be made by GHM or its contractors. Gas installations include the main gas connection with gas lines and ball-valve cut-off cock as well as, if applicable, gas meter.

The exhibitor shall not be entitled to procure gas for his stand from persons not authorised by GHM. In particular, exhibitors shall not be permitted to procure gas from neighbouring stands. Exhibitors must make sure that gas installations are designed for simultaneous operation of all gas consumers at the stand. If GHM finds that the gas installations ordered by the exhibitor are not fit for simultaneous operation of all gas consumers, GHM shall without the exhibitor's request be entitled to subsequently adjust the respective gas installations at the exhibitor's expense. To the greatest possible extent, gas lines will be laid through the branch ducts in the halls; if it is necessary due to the particular position of the connection point, however, gas lines will also be laid overground. In exceptional cases, the ordered connection may not be provided or only provided at a surcharge to unfavourable spots.

GHM shall be entitled to guide gas pipes and connections for neighbouring stands through the exhibitor's stand unless it would cost GHM the same or even less to lay the gas installations for the neighbouring stand without guiding pipes and connections through the exhibitor's stand.

The exhibitor has to obtain GHM's prior consent before requesting the laying of lines that would cross passageways or a third party's stand. The pipes must be laid in such a way as to prevent visitors from tripping over. The exhibitor shall be required to bear the associated costs.

Unless the exhibitor is charged a flat rate for gas consumption, he will be charged a fee based on the consumption per m<sup>2</sup> as determined by the installed meter. For safety reasons, the gas supply will be cut one hour after the official end of the event on the last day. Gas may not be used for illumination and heating purposes. It must be possible to turn burners on extra low or they must be equipped with igniters.

The exhibitor himself is responsible for observing the applicable safety regulations. What must be taken into account in particular, are the provisions of DVGW, Technical Control Association (TÜV), the fire fighting authorities in Munich, and the utilities in Munich.

### (4) Water and waste water installations

Water and waste water installations from the branches to the stands may only be made by GHM or its authorised contractors. Water and waste water installations include main water connection (water supply and drainage connection) including supply and drain pipes as well as, if applicable, the water meter. Exhibitors shall not be entitled to procure water for their stands from persons not authorised by GHM. In particular, exhibitors shall not be permitted to procure water from neighbouring stands. Orders (for forms see exhibitor service documents) must be accompanied by a layout plan which depicts the requested position of the connections.

Exhibitors must make sure that water and waste water installations are designed for simultaneous operation of all water consumers at the stand. If GHM finds that the water and waste water installations ordered by the exhibitor are not fit for simultaneous operation of all water consumers, GHM shall without the exhibitor's request be entitled to subsequently adjust the respective water and waste water installations at the exhibitor's expense.

To the greatest possible extent, water supply and drain pipes will be laid through the branch ducts in the halls; if it is necessary due to the particular position of the connection point, however, water supply and drain pipes will also be laid overground. As a general rule, water supply and drain pipes may be installed in outdoor areas; pipes may be laid overground on the floor or underground. In exceptional cases, the ordered connection may not be provided or only provided at a surcharge to unfavourable spots. GHM shall be entitled to guide water supply and drain pipes and connections for neighbouring stands through the exhibitor's stand unless it would cost GHM the same or even less to lay the water and waste water installations for the neighbouring stand without guiding pipes and connections through the exhibitor's stand.

The exhibitor has to obtain GHM's prior consent before requesting the laying of pipes that would cross passageways or a third party's stand. The pipes must be laid in such a way as to prevent visitors from tripping over. The exhibitor shall be required to bear the associated costs. Unless a flat rate is charged for water consumption, the exhibitor will be charged the fee specified in the exhibitor service documents for consumption in m<sup>2</sup> according to the meter installed. For connections up to a pipe diameter of ½ ", the fee for water consumption and the fixed charge shall be included in the price for the main water connection. Waste water polluted by chemicals may not be fed into the canal system. For safety reasons, water supply and waste water drainage will be cut of one hour after the end of the event on the last day.

### (5) Information and communication services

Wire connections for information and communication services to the stand may only be provided by GHM. Orders (for forms see Exhibitor Services) must be accompanied by a layout plan which depicts the requested position of the connections.

(6) Should damage arise from the interruption of supplies on the instructions of the fire prevention authorities or the city utilities, or technical failures occur with breakdowns in pipes or cables or through force majeure, GHM shall be liable only in the event of gross negligence or wilful intent on the part of GHM.

(7) The exhibitor is liable for all damage which he might cause through unauthorised use of electricity, gas and water and through the unauthorised introduction of sewage.

(8) GHM can make its consent to all these measures dependent, if necessary, on a suitable advance payment being effected.

## A 12 Maintenance of technical care

(1) The exhibitor and any subcontractor which may have been appointed by the exhibitor shall be obliged to observe the technical, health and safety at work regulations during setting-up and dismantling of the stands and during the event. This, among other things, includes the use of safe electrical equipment, the use of personal protective devices, safe handling of hazardous substances, and compliance with the provisions of the Working Hours Act.

GHM shall be entitled at any time to ban the use of machinery, equipment and devices which may, in its opinion, compromise individuals and property.

Parts of machinery and equipment may only be operated including safety devices.

(2) If applicable, the exhibited technical tools will be inspected by the competent regulator – the Trade Supervisory Office (Gewerbeaufsichtsamt) – together with the industrial safety committees to verify compliance with safety regulations. The EC declaration of conformity must be made available for inspection on the trade fair stand in order to enable the authority to verify CE marking of conformity.

If there is any doubt, the exhibitor is to contact the competent authority in due time before the start of the event.

If products are exhibited the compliance of which with the appropriate guidelines has not yet been verified, interested parties must be informed of the deviations from the requirements for compliance in an appropriate form and notified that this product is not yet available for purchase. A sign with the following wording must be fixed to the exhibit: "This product does not conform to the appropriate European Directives and German regulations governing the procedure for verifying compliance and the CE marking of conformity. It may only be purchased after such compliance has been verified." If the products are only destined for export outside the European Union or the European Economic Area, this fact must be indicated. A sign with the following wording must be fixed to the exhibit: "This product is only destined for export and not suitable for use in member states of the European Union (EU) or the European Economic Area (EEA). It does not conform to the appropriate European Directives and German regulations governing the procedure for verifying compliance and the CE marking of conformity."

If equipment is demonstrated, any steps necessary for ensuring the protection of the stand personnel and visitors must be taken. In particular, this includes the inspection of automatic processes, the corresponding barriers around areas of danger, safety appliances under hovering loads, key switches against unintended operation, noise protection measures etc. If equipment is shown broken down into its constituent parts, the protective guards which have been taken off must be shown as parts belonging to the equipment. In this condition, the machine may be neither taken into operation nor connected to a source of energy.

### (3) Radioactive substances

Radioactive substances may only be handled subject to approval and on agreement with GHM. The necessary permit in conformity with the radiation protection regulation (as amended) must be obtained from the competent authority and presented to GHM at least six weeks prior to the start of the event. If a permit already exist, the exhibitor shall be required to furnish proof of the fact that the proposed handling of radioactive substances on the fair ground is covered by this permit.

### (4) Emissions, fumes and exhaust systems

Inflammable, health-hazardous or visitor-disturbing fumes and exhaust gas emitted by exhibits and equipment may not be discharged into the halls. They must be discharged into the open air through the respective pipes in conformity with the Federal Immission Law, as amended.

Inflammable, health-hazardous or visitor-disturbing fumes and exhaust gas must be discharged over an exhaust pipe.

Exhaust pipes may only be installed by GHM or its authorised contractor.

### (5) Storage and use of inflammable liquids

Storage and use of inflammable liquids (see VbF regulation governing inflammable liquids, as amended) may only be stored in exhibition halls and on the fair ground subject to the organiser's prior written approval. The exhibitor may only be granted an approval for storage and use of inflammable liquids for the purpose of operation or demonstration of exhibits. For further information see form "Registration with the Munich fire fighting authorities" from the **exhibitor service documents**.

### (6) X-ray equipment and sources of stray radiation

X-ray equipment and sources of stray radiation may only be operated subject to approval and must be agreed with GHM. The X-ray protection regulation (RöV, as amended) must be complied with. X-ray equipment and sources of stray radiation may only be operated subject to approval or notification according to Sections 3, 4, 5, 8 RöV. The competent authority for Munich as the venue of the exhibition is the Munich State Trade Supervisory Office (Staatliches Gewerbeaufsichtsamt) from whom approval must be obtained or which must be notified. Notification can be effected with the form "Registration of laser and X-ray equipment" in the **exhibitor service documents**.

(7) Boiler installations producing steam or hot water which are not only exhibited but also operated must be registered with the Trade Supervisory Office before being taken into operation. The permit or confirmation of notification must at all times be available on the stand for inspection. The boiler installations must be equipped with spark arresters and sulphur-removing systems. The ash boxes must be filled with water before being taken into operation. It is prohibited to take out the fire. Water tanks must be provided for slag refuse. Reference is herewith made to the generally applicable regulations of the local safety authorities.

(8) The exhibitor is liable for any damage he may cause by operating his machinery, devices and equipment.

## A 13 General points on running the stand

(1) During the opening hours of the exhibition, the exhibitor's stand must be occupied by expert staff, duly equipped with exhibits and accessible by visitors. Should an exhibitor fail to occupy the stand in due time or vacate the stand prematurely, this will be interpreted as a material breach of these Terms of Participation and as a consequence of such material breach GHM will be entitled to exclude the exhibitor from future events organised by GHM.

The stand must be occupied by expert staff until the official end of the trade fair. In case of non-observance of this rule, the exhibitor will have to pay to GHM a contractual penalty totalling € 2,000.00.

(2) Objects which are not approved (see A 1) may not be exhibited or offered particularly if they are used or cause disturbance, and also items which are not subject to the unlimited control of the exhibitor (B 4 of the Particular Terms of Participation and A 1); further, electrical equipment which does not comply with the regulations of the VDE and items which breach a legal duty (particularly of the Food Act) and are not marked as such. The exhibitor is obliged to notify GHM of the ownership situation concerning the items exhibited by him. After a fruitless warning GHM may remove products which



may not be exhibited at the expense of the exhibitor. No liability shall be accepted for slightly negligent damage caused to items of the exhibitor by GHM, its agent or legal representatives if GHM acts accordingly.

If the exhibitor nevertheless continues to exhibit items which were not approved, GHM shall be entitled to close the stand without the exhibitor being entitled to assert any claims against GHM. The exhibitor's payment obligations shall continue to apply in full.

(3) It is the responsibility of the exhibitor to clean the stand every day. Daily cleaning must be completed before the event begins. **Should the exhibitor not arrange for cleaning by his own personnel, only companies approved by GHM may be commissioned with this task.**

(4) GHM will provide watchmen at the doors and in the halls. Bearing in mind the size of the fair ground and the large number of persons who will be there, however, GHM cannot assume a guarantee to the effect that security will be gapless and that the whole fair ground will be supervised at all times. Rather each exhibitor must himself take care of the watching of his stand and his exhibition stock. Watchmen for this purpose can only be obtained from the security company approved by GHM; the associated costs are to be paid directly to this company. Related information will be sent to the exhibitor in due time.

Exhibitors are herewith explicitly reminded that during setting-up and dismantling times, their exhibition stock may be exposed to a higher risk. Valuable, easily movable exhibition objects should always be kept under lock and key at night.

(5) Neither may the exhibitor move the stand on his own initiative or wholly or partly transfer the use of it to a third party.

#### A 14 Demonstrations and advertising

(1) Presentations of all kinds (slide and film presentations, machine operation etc.) are only permissible subject to GHM's written consent. Such permission will be given subject to the right of GHM to restrict or prohibit presentations on a case-by-case basis in accordance with the needs of orderly and undisturbed event business.

(2) On the stand advertising fixtures may be mounted, but not with winking lights and lettering. Otherwise advertising of all kinds is only allowed within one's own stand and only if it is not aggressive.

For technical and fire prevention regulation reasons, balloons may not be used for advertising.

In particular, the carrying or driving of advertising on the fair ground and the distribution of pamphlets and food samples outside the exhibitor's own stand is prohibited.

Acoustic advertising must not disturb the operation of the neighbouring stands. Loudspeakers, microphones, amplifiers or other technical media may as a general rule only be used subject to the project manager's prior written consent. Para. 1 clause 2 applies accordingly.

It is not permitted to advertise over the loudspeakers of the hall.

(3) Inadmissible presentations and advertising may be prohibited directly by GHM. In particular, GHM may remove inadmissible advertising at the expense of the exhibitor. GHM is not liable for any slightly negligent damage to objects of the exhibitor which may be caused by GHM, its agents or legal representatives when this is done.

(4) If exhibitors play any music whatsoever at the stand, a licence must be obtained from GEMA (German music performing rights and mechanical copyright organisation) subject to Copyright Act, as amended. Under no circumstances whatsoever may recourse be taken to GHM as co-organiser. The exhibitor shall be obliged to indemnify GHM against any claims which may be asserted by GEMA and to reimburse any costs which may be incurred by GHM in this context.

#### A 15 Commercial property rights of third parties

Every exhibitor also has an obligation vis-à-vis GHM to observe the commercial property rights of the other exhibitors and to refrain from breaching them. If GHM is made aware of such breach of property rights, GHM is entitled to demand from the person in breach that he cease forthwith and – if this demand is not satisfied immediately – to remove the exhibition stock or printed material in which the breach of property rights is inherent or to close the stand of the person in breach. Furthermore GHM is entitled to refuse admitting the person in breach to future events or to make such admission dependent on particular conditions, requirements and collateral. This provision does not, however, commit GHM to take action against breach of property rights.

#### A 16 Photography and drawings

(1) For the purposes of advertising and press releases about the event, the exhibitor grants GHM the right to make and to use films, photographs and drawings of his stand, of the exhibitor's exhibition stock and of the event happenings concerning him.

(2) Only persons who possess a special permission issued by GHM may make films, take photographs or drawings on the fair ground.

(3) The taking of photographs of stands which after the opening hours have ended require particular illumination and therefore the switching on of the ring mains and the presence of the hall electrician may be permitted at the expense of the exhibitor and the photographer of GHM.

#### A 17 Termination without notice

(1) After having sent the exhibitor a warning without effect, GHM may terminate the contract without notice for good cause, e.g. if the exhibitor commits a material breach of the provisions of A 11 or A 12. Such a warning shall not be necessary if the breach committed is material or it appears to be inappropriate for time or other factual reasons to send such a warning.

(2) A 10 para. 3 of the General Terms of Participation remains unaffected hereby.

(3) If the exhibitor is responsible for the grounds of termination, he cannot demand a percentage reimbursement of the rent.

(4) The exhibitor whose contract was terminated without notice cannot expect to be admitted to future trade fairs and events.

#### A 18 Liability and insurance

(1) GHM has an obligation to make it possible for the exhibitor to occupy and use his stand according to the terms and conditions of contract. It must keep the halls and the access ways in a useable condition and clean them, A 13 para. 3 shall remain unaffected.

(2) To exhibitors who are no businessmen within the meaning of the HGB (German Commercial Code), GHM shall be liable only for such damage which may have been caused by breach of contract on the part of GHM with gross negligence or by breach of contract on the part of a legal representative or vicarious agent of GHM with wilful intent or gross negligence; this shall also apply to damage arising from the breach of obligations within the framework of contract negotiations. Culpable personal injury causing an individual's death, physical injury or injury to somebody's health shall not be affected by this clause.

(3) For exhibitors who are businessmen within the said definition the above mentioned limitations of liability apply with the provision that liability is not accepted at any rate for damage or loss to the stock brought in by the exhibitors or to the stand installation; here it is unimportant whether the damage and loss occurs before, during or after the event. The same applies to the vehicles parked on the fair grounds by exhibitors, their employees or agents. Liability is also excluded for indirect damage and resulting loss of profit.

(4) Exhibitors themselves are liable for any damage that may be caused by themselves, their employees, their agents or their exhibition items and installations, either to persons or property. In order to offer all exhibitors the possibility of having appropriate insurance cover, GHM has taken out a master insurance contract through which each exhibitor can obtain insurance cover. The insurance cover includes both one's own exhibition stock (transport and exhibition risk including theft) and also the liability of the exhibitors to third parties. A leaflet on the extent and the costs of the insurance and the application documents will be sent to the exhibitors in due time.

**Every exhibitor is obliged** to take out such an insurance and to pay the premiums necessary in due time (including insurance tax). Foreign exhibitors are recommended to take out insurance in their home country.

(5) In addition GHM must insure the watching of the fair ground from the beginning of the event to the close of the last hour. A 13 para. 4 remains unaffected.

After opening hours, the exhibitor alone shall be responsible for his property. He should lock away any valuable or highly mobile items.

#### A 19 Written form

With the exception of the admittance (see A1), all legally binding declarations of GHM, as well as changes and amendments to these, even if already verbally agreed to shall only be valid if made in writing.

#### A 20 Statute of limitations

Any claims of exhibitors that may be asserted against GHM under the **participation in the trade fair** and any legal disputes which may arise from or in connection therewith shall become statute-barred after six (6) months. The period after which the statute of limitations applies shall commence upon expiry of the month in which the event ends. This shall not apply to claims for breach of obligations committed by GHM with wilful intent.

#### A 21 Court of Jurisdiction and Place of Fulfilment

Munich shall be the court of jurisdiction and place of fulfilment for all disputes resulting from this contractual relationship if the contractual parties are businessmen or legal entities under public law or special assets under public law.

If a commercially active exhibitor has no general court of jurisdiction in the Federal Republic of German, Munich shall be the court of jurisdiction and place of fulfilment for all legal disputes resulting from this contract.

The arrangements specified in A 5 and A 6 can be viewed in the office of GHM during normal opening hours and, on request, shall be sent to the other contractual parties. The signatories agree to the validity of the general/particular terms of participation.

**Should, if applicable, any difficulties occur as to interpretation of this rule in English, such disagreement shall be settled by making reference to the meaning of the rule in its original German version.**

**This clause forms part and parcel of the contract.**

#### A 22 Miscellaneous

The exhibitor shall not be entitled to derive any rights from previous events or contracts with the event organiser. Verbal agreements and subsidiary agreements shall only become effective and binding with a written confirmation. Should individual provisions of these terms of participation become invalid or unenforceable or become invalid or unenforceable after conclusion of contract, the validity of the remaining provisions of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that come closest to the objective and content of the invalid or respectively unenforceable provision intended by the contractual parties. The aforementioned provisions shall apply correspondingly in the event that the terms of participation prove to have omissions. The law of the Federal Republic of Germany shall apply and exclude the provisions of international private law.

### **A 23 Data Protection Declaration**

As the responsible body according to the data protection regulations, GHM shall ensure that the collection, storage, modification, transfer, blocking, deleting and use of personal data shall take place in accordance with the applicable data protection provisions and other applicable legal regulations.

#### **Organiser:**

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