

Stand Application

1.1 Exhibitor:

Catalogue alphabetical listing under the letter:

We are organizing a corporate stand. Co-exhibitors participation fee: € 690.- (+19% VAT) per co-exhibitor. Please send us the registration form for co-exhibitors.

Company name		
Street		
Postal Code	City	Country
Telefon	Fax	
E-mail (@)	Internet (www.)	
Person to contact / Position (if other than authorised person)		Phone/Extension number
Mobile	E-mail (@)	
Authorized Person		

1.2 Billing Address

Same as exhibitor Other

If you have a deviant billing address, please, use the **back side**.

1.3 Stand space required: (Minimum area: 12 sqm)

Size of stand Width in m <input type="text"/> x Depth in m <input type="text"/> = Total Area in sqm <input type="text"/>			Surface rental for a row stand <div style="border: 1px solid black; padding: 5px; text-align: center; font-size: 1.2em;">189.- € / sqm</div>	
Type of stand <input type="checkbox"/> Row stand <input type="checkbox"/> Corner stand (with 1 corner) <input type="checkbox"/> End of row stand (with 2 corners) <input type="checkbox"/> Block stand (with 4 corners)			- Corner stands, end of row stands and block stands will be surcharged with 7% per corner on the sqm-price - plus a promotion fee of € 498.- - plus waste removal fee of € 4,40 per sqm - plus 19% VAT <input type="checkbox"/> We are bringing our own stand. <input type="checkbox"/> We need a Shell Scheme <input type="checkbox"/> Machine in action.	

1.4 We are involved in:

<input type="checkbox"/> Moldmaking & Tooling	<input type="checkbox"/> Engineering	<input type="checkbox"/> Quality Assurance & Automation
<input type="checkbox"/> Patternmaking & Prototyping	<input type="checkbox"/> Tools	<input type="checkbox"/> Processing & Finishing
<input type="checkbox"/> Rapid Prototyping & Rapid Tooling	<input type="checkbox"/> Design	<input type="checkbox"/> Auxiliaries
<input type="checkbox"/> Machine Tools	<input type="checkbox"/> Materials & Coating	<input type="checkbox"/> Other
<input type="checkbox"/> CAD/CAM / Simulation / Virtual Reality		
Competitors in our specialised field are: _____		

We hereby register to participate at EuroMold 2010 and apply for the rental of stand space. The undersigned undertakes to accept the General Conditions of participation at EuroMold 2010 as legally binding.

We agree to make payments for our stand as follows: a) A down payment of 30% of the space rate (+19 % VAT) is due on receipt of the first partial billing. b) An additional 20% of the space rate plus the promotion fee must be paid when the stand has been allocated by us. c) The remaining 50% is due for payment 8 weeks before the opening day of EuroMold.

The third and last instalment will encompass costs for a shell scheme and additional charges. In case of delay in payment, the organiser is entitled to place another exhibitor on the allocated stand. The law of the Federal Republic of Germany is applicable, the place of fulfilment and court of jurisdiction is Frankfurt am Main/Germany.

DEMAT GmbH,
Postfach 110 611
D-60041 Frankfurt / Main, Germany
Tel. +49(0) 69-274 003-0, Fax: +49(0) 69-274 003-40
E-mail: euromold@demat.com
Internet: www.euromold.com

Date	Company stamp/Signature
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see back side

Application until January 31, 2010:
5% Early-booking discount on stand space!

EuroMold 2011 - Book now: We wish also to take advantage of the increased "early-booking" rebate of the space rental for EuroMold 2011, and make this legally-binding Application, in consideration of the minimum stand area at EuroMold 2010. We acknowledge that this legally-binding Application will not give us the right to the same stand as in 2010. The payment schedule and other conditions in this application will also apply.

1.2.1 Billing Address (if other than exhibitor)

Company name		
Street		
Postal Code	City	Country

DEMAT GmbH,
Postfach 110 611
D-60041 Frankfurt / Main, Germany
Tel. +49(0) 69-274 003-0, Fax: +49(0) 69-274 003-40
E-mail: euromold@demat.com
Internet: www.euromold.com

Date	Company stamp/Signature

STANDARD TERMS AND CONDITIONS

1. ORGANIZER AND EXHIBITION GROUNDS

(1) The Organizer (hereinafter referred to as the Organizer) is

DEMAT Direct Exposition Managing and Trading GmbH

P.O. Box 110 611
60041 Frankfurt am Main, Germany
Telephone: +49 / (0) 69 / 274 003 - 0
Fax: +49 / (0) 69 / 274 003 - 40
E-Mail: euromold@demat.com
Homepage: www.euromold.com

(2) The Organizer is authorized to transfer all rights and duties to a third party.

(3) The exhibition will be carried out on the trade fair ground of Messe Frankfurt Venue GmbH & Co. KG, hereinafter referred to as the trade fair ground.

2. EXHIBITION

"EuroMold 2010" World Fair for Moldmaking and Tooling, Design and Application Development (hereinafter always referred to as the Exhibition)

3. EXHIBITION THEME / OFFER

(1) World Fair for Moldmaking and Tooling, Design and Application Development. The exhibition motto is: "From the idea to the processing and the final application, from design to prototyping to series production." Simultaneous engineering.

(2) Exhibitors are: tool manufacturers (plastics, metal, glass etc.), pattern makers, model builders, prototype producers, industrial designers, application developers, engineering offices, raw material suppliers, processors, standards manufacturers, hot runner manufacturers, tooling auxiliaries suppliers, machine tool manufacturers, auxiliary equipment, machinery and finishing services suppliers, service providers for treatment and follow-up treatment, suppliers of generative manufacturing technologies (rapid prototyping, stereo-lithography, etc.), suppliers of CAD / CAE / CAM / CIM technologies, computer hardware and software companies, testing equipment manufacturers, university institutes, official institutions, ISO 9000 certification offices, associations, European institutions, publishers and all suppliers of new technologies for the toolmaking and moldmaking industry, for design and application development. Other companies will be admitted by the Organizer to exhibit at the event, provided that the products to be exhibited constitute an essential completion of the scope of the trade fair.

4. EXHIBITS

(1) Objects and services may only be exhibited if these conform to the exhibition theme / offer or alternatively were approved in writing by the Organizer in the admission.

(2) Non-authorized exhibits may be removed by the Organizer at the expense of the Exhibitor.

(3) If non-authorized exhibits and services are repeatedly offered by an exhibitor, the Organizer has the right to close the stand. The same applies to objects that due to their appearance, smell, noise or whose obvious defectiveness must be considered as unsuitable.

(4) During the exhibition, the stand must include the registered and admitted exhibits; within this period, it is not permitted to remove exhibits from the stand or exchange these for other kinds of trade fair samples. During the opening hours, exhibited objects may not be obscured.

(5) The production of articles at the trade fair stand is permitted only with the special permission of the Organizer. For the demonstration of machines, devices and plants, further special regulations must be observed. Due to the special regulations, reference is made to the Technical Guidelines.

5. EXHIBITION SCHEDULE, EXHIBITION TIMES, POSTPONEMENT AND BRINGING FORWARD OF THE DURATION OF THE EXHIBITION AND CANCELLATION OF THE EXHIBITION

(1) The duration of the exhibition is as indicated in the application form. Duration of the trade fair: Wednesday, 1 December 2010 to Saturday, 4 December 2010. During this period, unless stipulated otherwise in an individual case, the exhibition is open for visitors daily from 9.00 a.m. to 6.00 p.m., apart from Saturday from 9.00 a.m. to 4.00 p.m. and for exhibitors on workdays from 8.00 a.m. to 7.00 p.m., apart from Saturday from 8.00 a.m. to 5.00 p.m. Outside of these hours, it is not permitted to stay on the trade fair ground.

(2) Set days before the start or after the end of the exhibition will be made available to the exhibitor for stand construction and dismantling. These will be notified to the exhibitor with the service manual. Construction and dismantling work outside of the period is only permitted in exceptional cases and only free of charge with the prior written consent of the Organizer. The Organizer reserves the right to make a short-term change to the construction and dismantling times, if it has a significant interest in such measures owing to particular circumstances; a claim for damages will not exist, insofar as this is permitted by law.

(3) If it has a significant interest in such measures, in case of urgent reasons through no fault of its own or in case of force majeure, the Organizer is authorized to postpone, transfer, shorten or to extend the exhibition. In such justified exceptional situations, the exhibitors neither have a right of withdrawal nor of claim for compensation. If the exhibition does not take place because of the above mentioned reasons or not at the times foreseen – consequently, through no fault of the Organizer – the Organizer may demand up to 25% of the rental area fee from the exhibitor as a general compensation for costs. The Organizer may ask for larger amounts only if the exhibitor has ordered special services with additional costs. Should the event be interrupted, once opened, by force majeure or other urgent reasons as e. g. under the influence of a third party, demonstrations, acts of violence, disturbances, damages resulting from war, fire, water or ecological damage, the Organizer is not obliged to reimburse rents or parts of them. The Organizer is authorized to cancel or change the exhibition

without the acceptance of any claim for compensation. In case the exhibition must be completely canceled, previously paid stand rents minus the costs of preparation (min. 25%) will be reimbursed excluding any claim for compensation. The Organizer reserves the right to furnish documentary proof of higher costs.

(4) Should the event, be interrupted, once opened, by occurrences beyond the Organizer's authority of disposal, the right of withdrawal or claim for damages will be excluded. The same shall apply if the Organizer is compelled as a consequence of force majeure or another circumstance to close or vacate one or several exhibition areas or even the entire exhibition area temporarily or for a longer period. This also includes restrictions of use in the stand area regulated by contract and accordingly the points of access to this area, which arise through reorganization or structural alteration measures or through official regulations and conditions; the Organizer will in each of these cases – without any recognition of a legal obligation – endeavour to find a replacement solution.

6. APPLICATION FOR THE EXHIBITION

(1) The admission as an exhibitor in the exhibition requires the sending in of the registration form, filled in completely, applicable to the exhibition. The application must be signed in a legally binding form by the exhibitor. Applications by letter, word of mouth or by telephone are permitted in exceptional cases and binding on the applicant. The sending of a registration form establishes no claim for admission.

Preconditions or reservations written into the application form are not valid. Special placement requests shall be met wherever possible but shall not form a condition of the application. No exclusion of competition shall be accepted.

(2) In case of an application signed by a third person, e. g. an independent representative, signatory and exhibiting company are responsible as joint and several debtors for all liabilities, caused by the application and the exhibition participation.

(3) By signing the application, the exhibitor accepts for itself and for staff or representatives the participation and exhibition conditions as mentioned above, the regulations of local police or trade inspectorate authorities and other statutory provisions as well as the house rules.

(4) As part of its legally-binding application, the applicant also accepts all of the Standard Terms and Conditions, the existing in-house conditions and rental space, and the "Technical Guidelines," as also binding, in their entirety.

(5) The Organizer is not liable for consequences or damage or loss that arise indirectly or directly from false, mistakable, inaccurate or incomplete data in the application or on account of other notifications by the exhibitor; it reserves the right to disregard applications that are insufficiently or incompletely filled in or handed in belatedly.

(6) The delivery of the application is as a rule not confirmed. Any notification of delivery received is not a confirmation of a stand within the meaning of item 9 (3).

7. CONCLUSION OF THE PARTICIPATION CONTRACT

(1) The contract is concluded upon receipt of the first invoice for partial payment of the stand rental. Through this, the attendance contract between the exhibitor and the Organizer is concluded with binding legal force and the exhibitor has here with been approved as a participant by the organizer.

(2) The participation contract applies only to the registered exhibitor and corporate stand organizer respectively. In addition, it is not permitted to assign the confirmed stand in whole or in part – not even free of charge - to third parties and accordingly include or represent other companies at its stand. An exchange of stands is only admissible with the prior written consent of the Organizer. In the event of a violation, the Organizer is authorized to terminate the contract without notice and have the trade fair stand vacated at the expense of the exhibitor.

(3) The participation contract only applies to the products stated in the application and admitted by the Organizer. If the exhibitor wishes to change its exhibition programme, it is obliged to notify new additions and / or no longer exhibited products in sufficient time before the start of the exhibition for approval by the Organizer so that the Organizer can arrange for required tests to be carried out. In the case of set periods of less than two months, the Organizer may no longer guarantee a required test and the admission associated with this. Should the exhibitor change its exhibits or their make-up without the consent of the Organizer in comparison with the details in the application, the Organizer will be entitled to terminate the participation contract without notice. Claims for damages by the exhibitor against the Organizer may not be derived from this.

8. ADMISSION REQUIREMENTS, VARIABLE ADMISSION, WITHDRAWAL OF CORPORATE STANDS WITHOUT NOTICE

(1) Manufacturers will be admitted for participation as an exhibitor if their products to be exhibited conform to the groups of products of the exhibition; likewise specialist publishing companies with a corresponding subject matter. Other companies will be admitted for participation by the Organizer, insofar as their exhibits constitute an essential addition to the range of exhibits.

(2) The Organizer will decide exclusively if the applicant will be allowed to participate as an exhibitor. The application does not give the applicant any right whatsoever to a specific rental space area. The Organizer will receive applications and decide on their admission, without having to justify its decisions. The exhibitor may not rely on its participation at previous exhibitions.

(3) Practical demonstrations that serve to represent the operating effectiveness of systems and processes are admissible with the special approval of the Organizer. Pollution resulting from smell, dust, noise or suchlike must be reduced to a

minimum. Demonstrations that encumber the work at neighbouring stands will only be admitted at particular times by arrangement with the Organizer.

(4) The exhibitor undertakes to provide the Organizer with all required information about its company and the products and services to be exhibited by it. If the exhibitor wishes to exhibit several admitted exhibits on one stand, it must state the individual exhibits at the specialist areas of the exhibition. Should the exhibits of the exhibitors or their make-up not conform to the statements made, the Organizer will be entitled to exclude the exhibitor from participation at the exhibition, even at short notice.

The exhibits also include, depending on the character of the exhibition, the range of software and services suitable for a trade fair presentation.

(5) Corporate stand participants may also be admitted to the exhibitions.

Corporate stand participants are exhibitors with own staff and own range of exhibits at one corporate stand. The corporate stand participant is subject to the same entry conditions as the corporate stand Organizer. The Organizer is authorized to communicate the confirmation of the stand exclusively to the corporate stand Organizer.

(6) In the case of a participation of a co-exhibitor to a corporate stand, a participation fee of € 690.00 (+19% VAT) per co-exhibitor will be due. In case of non-authorized subrenting or co-participation at the stand, 50% of the participation fee rental space fee and advertising surcharge will be additionally charged to the exhibiting company.

(7) The Organizer shall in particular specify the composition of the event, in particular the branches of industry and the product groups as well as their make-up for the exhibition and is entitled, in deciding upon exhibitor acceptance to take into account the composition of the exhibitors in respect of international origin, company structures, economic categories and other objective features. It is in no way bound by decisions taken in the past regarding previous events.

(8) The Organizer is authorized to exclude at any time from admission, i.e. presentation, exhibition articles that do not conform to the targets set for the event.

9. STAND RENTING, STAND ALLOCATION AND ALTERATION OF THE STAND AREA

(1) The allocation of stands takes place according to technical factors relating to the exhibition. Exhibitors have no right to any particular position or size of stand, regardless of any positioning proposal which may have been made on the registration form.

(2) The stand allocation may take into account the groups of goods to which the registered articles are affiliated; the Organizer will specify the group of goods to which the exhibitor is allocated. It may offer the exhibitor a selection of other stand sizes.

(3) On acceptance of the application, the exhibitor will be allocated its rental space area. Objections to the allocated rental space area must be made in writing within 14 days after receipt of the allocation. In the case of renting immediately before the exhibition, objections must be made no later than one day before the start of the exhibition. Any objections made later cannot be accepted.

(4) The Organizer is entitled to derogate from the stand allocation or carry out alterations to a stand, even after a confirmation has been made, insofar as it has a significant interest in such measures owing to particular circumstances.

(5) Measures within the meaning of item 9 (4) shall not establish – apart from in the event of intent or gross negligence – any rights of withdrawal or claims for damages by the exhibitor against the Organizer. However, the exhibitor shall have a right of withdrawal if the Organizer offers it a space of less than 50% of the contracted size.

(6) If admission rights are being transmitted to a third party, even in part, it is obligatory to ask for written permission.

(7) Claims for damages of any kind, even arising from errors in the stand rental, are not allowed.

(8) The Organizer is entitled to transfer or alter the entrances and exits to exhibition centre as well as the corridors in the halls. No claim of any kind based on this or on the condition of a stand may be asserted for this reason.

10. PAYMENT CONDITIONS, TERMINATION IN THE EVENT OF NON-PAYMENT AND INSOLVENCY, RIGHT OF SEIZURE

(1) As consideration for the right to participate in the exhibition including the permission to use the exhibition space, the exhibitor must pay remuneration to the Organizer (stand rental), which is determined by the size and type of the rental space area made available. In the calculation of this rental space fee, the values obtained are always rounded up to the full square metre.

The rental space fee includes the construction and dismantling times stated in item 5 (2). The Organizer reserves the right to change the contractual construction and dismantling times at short notice; No claim, in particular for a reduction of the rental space fee, may be asserted.

Auxiliary costs are not included in the rental space fee. The prices valid for the exhibition are stipulated in the above-mentioned application, service catalogue, price lists at the exhibition valid in each case.

(2) 30% of the space rent is due in receipt of the first partial billing. An additional 20% of the space rate plus the promotion fee must be paid when the stand has been allocated by us. The last payment of 50% of the rental space fee must be paid no later than 8 weeks before the opening date of the exhibition. All further charges for a shell scheme and any additional charges must also be paid in full in the final instalment. The rental space fee and the compulsory surcharge for advertising as well as other fees must be paid in full before the rental stand space can be occupied.

(3) If the rental space fee and the compulsory surcharge for advertising have not been received by the Organizer within the period indicated, within 10 days after

invoicing, notwithstanding its liability to pay, the exhibitor loses its claim for the rental space area allocated to it and to participate at the trade fair.

(4) Costs for complete stands, for stand-related electricity, gas and water supply, stand cleaning as well as other deliveries and services are, insofar as these are ordered by the exhibitor from the Organizer, invoiced for separately. The Organizer is authorized, at its choice, either to make the calculation based on the measurements of consumption or at appropriate lump-sum amounts, even in advance. Invoices for ancillary amounts are due for payment immediately after receipt.

(5) All contributions specified for the Organizer must be paid in euros to one of the accounts of the Organizer stated on the invoice. Incoming payments are first of all charged against due invoices for ancillary costs and then against invoices for rental space fee after the settlement of any still unsettled amounts from previous exhibitions.

(6) Participants only obtain clearance for the use of their stands if they have fulfilled their payment obligations within the time specified.

(7) Should, following the payment, the exhibitor apply for a larger area than originally envisaged and should this area be allocated to it, the additional amount must be settled immediately. The payment must be made so that the Organizer has receipt of it on account, free of charge, by the date specified. The exhibitor must give sufficient consideration to the modalities of payment and any legal regulations connected with the registered place of business of the exhibitor, in order to guarantee receipt of the payment punctually and un-entailed on the part of the Organizer. Should the exhibitor be subject to legal provisions preventing the observation of these conditions, special arrangements must be agreed with the Organizer.

(8) Objections to invoices must be made in writing within a preclusive period of 14 days following receipt of the invoice - if the rental takes place immediately before the exhibition, this should be no later than up to the day before the exhibition. Later objections of any kind may not be recognized. The invoiced sum may not be offset against unacknowledged demands or claims against the Organizer.

(9) A stand confirmation made despite unsettled outstanding demands will be subject to these demands being satisfied after the receipt of the stand confirmation in accordance with the agreements reached. In the case of unsettled demands not being satisfied in time, the Organizer will be entitled to rescind the participation contract and dispose of the area as it sees fit.

(10) In the event of imminent bankruptcy or settlement proceedings on the part of the exhibitor during the period covered by contract, the exhibitor is obliged to inform the Organizer immediately.

(11) The Organizer is authorized to give notice of termination of the participation contract, by registered mail sent to the last known address of the exhibitor, without observing the notice periods specified and irrespective of the exhibitor's continued liability for the entire rental space fee if

- a) application has been submitted for either bankruptcy or settlement proceedings or in case of insolvency in respect of the exhibitor or the exhibitor has discontinued payments or
- b) the rental space fee has not been received or only partially paid by the last date specified for payment.

Three days following the despatch of the notice of termination by registered mail, the Organizer is authorized to dispose of the exhibition area as it sees fit.

(12) The exclusion from future events is authorized; the exhibitor has no right to claim damages. In the event of a delay in payment, the Organizer is authorized to charge default interest in the amount of 8 points above the basic interest rate. The rights specified under items 10 (3) and 10 (9) are not affected. The renter will in any case be liable for its rent. Should the event be interrupted, once opened, by force majeure, the Organizer is not obliged to repay rents or parts of rents.

(13) Following the receipt of the notice of termination, the Organizer will be entitled to dispose of the exhibition area as it sees fit. In the event of unsettled demands from previous exhibitions, the Organizer may refuse the acceptance for future exhibitions. The exhibitor is not entitled to claim for damages against the Organizer.

(14) For all obligations which have not been fulfilled, the exhibitor will grant the Organizer a right of seizure in respect of the stand equipment and other exhibits belonging to the exhibitor introduced to the exhibition ground. The Organizer may, if the obligation is not fulfilled within the time specified, have the seized articles auctioned or, providing they have a market price or are quoted on the stock exchange, sell them on the open market, having given the exhibitor written notice of intent one month prior to sale. The Organizer is not liable for damage or loss of the seized goods.

(15) Section 562a sentence 2 of the German Civil Code [Bürgerliches Gesetzbuch (BGB)] will not apply.

11. MOVING INTO AND VACATING THE STANDS

(1) The exhibitor is allowed access to the exhibition centre one hour before and one hour after the official opening hours.

(2) The Organizer may move into its stand if it is cleared by the Organizer. The exhibitor is liable for damage and losses incurred of the objects rented.

(3) Participants will only obtain clearance for use of their stands if they have satisfied their payment obligations in full and in the time specified.

(4) By handing over its application for the exhibition, the exhibitor undertakes to occupy its exhibition stand in good time before the start of the exhibition and stay until the official end of the exhibition. In the case of vacating its stand earlier, completely or partly, or if it does not occupy its stand at all or not in good

time, independently of the rental space fee and the advertising surcharge paid, it undertakes to an additional amount of € 2500.00 penalty for breach of contract. The stand construction and dismantling times will be notified to the exhibitor in the service manual. Only in exceptional circumstances can construction and dismantling work be carried out outside of this period and then only with the prior written consent of the Organizer against additional payment.

(5) During the entire exhibition, the stand must be occupied by the exhibits which have been registered for the exhibition. The evacuation of sold goods during the exhibition may only take place with the prior consent of the Organizer.

(6) Stand arrangement and equipment is up to the exhibitor. In view of a good general picture, the Organizer's Technical Guidelines must be respected. In particular, the appearance of the hall and of the neighbouring stands may not be impaired. Visible rear and side walls of stands, exhibits or signs must be covered neatly.

(7) Dividing walls of max. 2.50 m may be exceeded or reduced only upon approval of the Organizer.

(8) Exhibitors which do not construct a stand must at least have white rear and side walls. The Organizer does not separate the stands by walls.

(9) The delivery of packaging material, the packing of the exhibits and vacation of the stands may only be commenced one hour after the official end of the exhibition. In general, the rental space area must have been vacated completely prior to 6.00 p.m. on the third day after the end of the exhibition. If the rental space area has not been vacated in good time, the Organizer is authorized to vacate this area at the expense of the exhibitors and have the goods put in storage. In this regard, the Organizer has a right of seizure in respect of the stand equipment and exhibits belonging to the exhibitor as provided in item 10 (14) of the Standard Terms and Conditions.

(10) The Organizer assumes no liability for goods and stand equipment left behind.

(11) The exhibition area must be returned by the exhibitor in the condition in which it was accepted to the competent caretaker of the hall. In the case of any damage to the exhibition area or the halls (construction, floors, supply lines etc.) its restoration will take place at the expense of the exhibitors.

(12) If the dismantling and clearance of the stands has not been undertaken within the time indicated, they will be cleared at the expense of the exhibitor. In the event of an exclusion of liability for loss and damage, the goods will be put in storage at the exhibitor's forwarding agent.

12. USE OF THE STAND, DAMAGES AND LIABILITY IN THE EVENT OF NON-PARTICIPATION, WITHDRAWAL CHARGE, TERMINATION WITHOUT NOTICE

(1) The application for the exhibition is legally binding.

(2) The exhibitor is obliged under item 11 (4) to maintain a presence. Each exhibitor is obliged to mark the stand with the name and place of business of the company according to the details given in the confirmation of acceptance. Furthermore, the exhibitor is obliged to use the stand properly and in conformity with the criteria of acceptance, in respect of the size of the stand and the articles displayed. The Organizer is authorized to check this.

(3) If the exhibitor, although registered and accepted, does not participate at the event, for whatever the reason, the Organizer is entitled to allocate the stand otherwise as it sees fit. If the Organizer cannot relocate the stand that has become free otherwise as it sees fit, the Organizer will be entitled to arrange the stand at the expense of the exhibitor.

(4) A booking cancellation before acceptance of the application by the Organizer is only possible under very exceptional circumstances, and on the condition that 25% of the stand rental space charge and the advertising surcharge were paid at the time of acceptance.

(5) After acceptance of the application by the Organizer, neither cancellation nor a reduction of the rental space area is possible. The complete amount of the space rent and surcharge for advertising must be paid. For withdrawals within 12 weeks before the start of the exhibition, in addition to an expense allowance of 25% of the rental space area the price will be due.

(6) The cancellation of already ordered ready-installed stands (and rented furniture / fittings) within a set period of 14 days after the order has been placed, is only possible on condition that a cancellation fee of 10% of the order value is paid.

A later cancellation will require the payment of a cancellation fee in the amount of 50% of the order value. Within 12 weeks before the start of the exhibition, a cancellation is not permitted.

(7) For co-exhibitors: The cancellation of the co-exhibitor or any other termination of the contractual obligation for participation at the exhibition is impossible. If the co-exhibitor does not exhibit, the full participation fee for co-exhibitors must be paid.

(8) The above-mentioned provision will also apply if the stand allocated is not occupied up to 6.00 p.m. one day before the start of the exhibition or vacated in whole or in part or rather no longer staffed or the registered and accepted goods are not exhibited before the end of the exhibition.

(9) At all events, the exhibitor under contract is fully liable for the full rental space fee. This will not affect the enforcement of a further claim for damages.

(10) In the case of a violation of one of these above-mentioned duties, the Organizer may refuse the exhibitor admission to future exhibitions. The exhibitor is not entitled to a claim for damages.

(11) Another exhibition applicant, which is accepted at short notice to participate in the event as a result of such changes in allocation, may not use this fact to deduce any right to admission at any future event.

(12) The Organizer is entitled to examine whether the exhibitor uses the allocated stand properly and in conformity with the criteria of acceptance, in respect of the size of the stand and the articles displayed. An assignment of the stand to other companies or an inclusion or representation of such companies on the stand or the display of product groups which have not been registered for the event will additionally entitle the Organizer to cancel the participation contract with the exhibitor without further notice, irrespective of its continued liability for the full stand rent. Neither the exhibitor nor the company have the right to make any claims for damages.

13. TECHNICAL GUIDELINES

(1) The "Technical Guidelines" are sent to the exhibitor together with the service manual. In addition, "Technical Guidelines" may be viewed on the Internet page of the exhibition.

(2) The exhibitors will be notified about all concerns regarding the implementation of the exhibition through the "Technical Guidelines". In particular, questions regarding construction and dismantling dates, the stand arrangement, the delivery of exhibits, freight forwarding regulations, energy connections and suchlike will be dealt with.

(3) The "Technical Guidelines" are a part of the "Standard Terms and Conditions".

14. EXHIBITOR TICKETS AND ENTRANCE TICKETS

(1) Each exhibitor receives exhibitor tickets according to its stand size (further details see service manual).

(2) Additional exhibitor tickets may be ordered with the corresponding form of the service manual.

15. LIGHTING, ELECTRICITY, GAS, WATER AND COMPRESSED AIR

(1) The Organizer is responsible for the general lighting in the halls.

(2) The exhibitor will be charged separately for the costs of the installation of gas, water and electricity supply etc. for each stand as well as the costs for the usage of gas, water and electricity etc. Costs for closed circuits will be charged proportionally.

(3) All installations outside the stand may only be carried out by specialist firms authorized by Messe Frankfurt.

(4) Supplies for machines and devices which are not registered do not fulfil the regulations of the German Association for Electrical, Electronic & Information Technologies [Verband der Elektrotechnik, Elektronik und Informationstechnik (VDE)] or whose consumption is higher than indicated, may be removed.

(5) The exhibitor is liable for all damage or losses incurred by uncontrolled removal of energy. The Organizer is not liable for interruptions or capacity fluctuations in gas, air, water and electricity supply etc.

16. CLEANING

(1) The Organizer is responsible for the cleaning of the hall gangways and of the open exhibition area.

(2) The exhibitor is responsible for the cleaning of its stand, this must be completed before the daily opening of the exhibition.

17. TRAFFIC REGULATIONS

(1) Orders of the supervisory staff of Messe Frankfurt must always be obeyed. Vehicles may only be parked in the parking lots designated.

(2) Parking in front of the hall doors and entrances is prohibited. Any violation of the present regulations, the additional instructions made by the Organizer as well as violations of the regulations under public law, esp. safety regulations valid for the exhibition, may result in an exclusion of the offending exhibitor without prior notice, within the Organizer's sole discretion.

18. VISITOR AUTHORIZATION

(1) Commercial buyers and other trade visitors are authorized to visit the exhibition.

The Organizer is authorized to carry out appropriate checks at the entrance and to refuse entry to visitors who are not appropriate to the aim of the event.

(2) The Organizer may declare all or part of the exhibition open to the public.

19. REGULATIONS FOR SALES OF EXHIBITS, SALES ACTIVITY, PROHIBITION OF DIRECT SALES, TERMINATION WITHOUT NOTICE IN THE EVENT OF A BREACH OF DUTY

(1) The direct sale of exhibits etc. is not permitted, unless special permission has been granted in individual cases, i.e. in the event of a request in good time.

(2) The exhibitor may accept orders and commissions from expert commercial buyers who can identify themselves as such and conclude contracts to be put into effect outside of the event. The same applies to exhibits which are to be delivered once the event has ended.

(3) The transport of sold goods during the exhibition may only be carried out with the Organizer's consent together with the delivery note in duplicate. The stand including the registered goods must be occupied during the whole time of the exhibition.

(4) It is forbidden to have any price labels either on the stands or on the exhibits or in the fair catalogue or on advertising aids.

(5) Counter sales, i.e. the sale and handing over of goods including samples, as

well as the sale of meals and drinks, are not allowed at the exhibition itself (including cash sales). This applies expressly to the final day of the exhibition. Furthermore, free samples may only be given away once the event has ended.

(6) Sales which do not serve the commercial purposes of the purchaser – this applies also to buyers from other trades – are prohibited, even if this involves the conclusion of contracts to be put into effect after the exhibition has ended. In addition, this applies expressly to any periods in which the general public is admitted to the event.

(7) Infringements of items 19 (2), 19 (3) and 19 (5) will entitle the Organizer, to close the stand immediately, irrespective of the continued liability of the exhibitor for the full stand rent and be excluded from participation at future exhibitions. The exhibitor has no right to make any claims for damages.

(8) The Organizer is authorized to make all necessary checks, including checks on persons and their luggage on the trade fair ground and at the exits.

20. ADVERTISING

(1) The inside area of the stand may be used by the exhibitor for advertising purposes, although only in respect of the exhibits displayed by it.

(2) The Organizer may issue regulations relating to the design of the outer stand areas taking into account the overall effect to the exhibition.

(3) Publicity measures may neither be implemented outside the boundary of the stand nor in front of the trade fair ground; subject to this condition is also the use of persons for publicity purposes, as well as the distribution of any kind of advertising material, for example leaflets, posters, stickers, etc. in the gangways of the exhibition halls, on the trade fair ground, in the direct vicinity of the trade fair ground, as well as in fair car parks.

(4) It is equally prohibited to carry out surveys, tests, competitions, raffles or contests or prize competitions outside of the stand; exceptions to this rule are the test surveys of the Organizer.

(5) For certain advertising measures on the trade fair ground as well as in the immediate vicinity, the range of products of the Organizer will be available to the exhibitor.

(6) The following advertising measures are also not permitted within the stand: Measures which

- Infringe applicable legal and administrative regulations, the rules of technology or which are contrary to public policy
- Imply ideological or political motives
- Lead to the disturbance of other exhibitors e.g. through acoustic or visual nuisances (such as blinking lights, tickers, loudspeaker installations etc.), dust development, ground pollution or suchlike.
- Lead to disturbances of the flow of visitors; in particular which cause congestion on the hall aisles and thus adversely affect the course of the exhibition
- Cover a decoration of the stands with flags, pennants, streamers, banners and similar objects
- Include an exhibition of living animals
- Imply outside advertising and references to preliminary suppliers, customers and other companies
- Publicize the other trade fairs and exhibitions that are to be considered as competing events
- Infringe official conditions and orders, in particular of the fire department,

(7) In exceptional cases, balloons may be used within the stand, if these are filled with safety gas, with the prior consent of the

FIRE DEPARTMENT

(Branddirektion, vorbeugender Brandschutz)
Feuerwehrstr. 1
60435 Frankfurt am Main
Germany
Telephone: +49 / (0) 69 / 212 72 127 or 212 72 128 or 212 72 129

and the Organizer.

For visual and acoustic demonstrations, only authorized security measures and demonstration devices tested in accordance with German Industrial Norms as introduced by the German Association for Electrical, Electronic & Information Technologies [Verband der Elektrotechnik, Elektronik und Informationstechnik (VDE)] may be used.

The local fire department will check compliance with these provisions during the acceptance of the exhibition. A written authorization by the fire department must be kept on hand during the acceptance on the stand by the exhibitor.

(8) Public address systems, video, music and optical/photographical presentations of all kinds at the stand require a license. The application must be made 8 weeks before the beginning of the exhibition at the latest. The volume of background music and announcements must be balanced so that it cannot be heard at the neighbouring stands, e. g. by appropriate technical means such as the installation of several speakers with low watt power in a height of 1.80 m maximum. Brief special presentations with a high noise level are only possible in exceptional cases and with the permission of the Organizer. In case of disregard of these regulations, the electricity supply at the exhibitor's stand can be interrupted with no consideration for the loss of energy supply. The exhibitor cannot claim for compensation of any kind for any direct or indirect damage from the interruption of the energy supply. The exhibitor has the burden of proof for the compliance with the regulations. Publicity measures may neither be implemented outside the boundary of the stand nor in front of the trade fair ground.

(9) The operation of computer information systems in the stands from which data about the current exhibition may be retrieved is permitted only with the written consent of the Organizer.

(10) The use of the trade fair stamp and the writing of the Organizer or the event requires the written consent of the Organizer.

(11) The distribution of press material will be made exclusively by the Organizer (see service manual). The distribution of press material by the exhibitor is only permitted at own press conferences and within the stand.

(12) Demonstrations whose acoustic reproduction is to be received exclusively through a headset are authorized without a cabin if they are arranged in the stand in such a way that other exhibitors are not disturbed and the visitors are not impeded in the hall aisles.

(13) The use of monitors and monitor walls is authorized if the distance to the hall aisles is at least two metres; this room can be used without restriction by observers and other exhibitors are not impeded.

(14) For musical performances using sound and image carriers of all kinds, reproduction rights must be obtained from the Society for Musical Performing Rights and Mechanical Reproduction Rights:

GEMA

Gesellschaft für musikalische Aufführungs-
und mechanische Vervielfältigungsrechte
District Office
Abraham-Lincoln-Straße 20
65189 Wiesbaden
Germany

P. O. Box 26 80
65016 Wiesbaden
Germany

Telephone: +49 / (0) 611 / 790 5 - 0
Fax: +49 / (0) 611 / 790 5 - 97

(15) The exhibitor is obliged under the law to apply to GEMA for the corresponding consent in good time before the start of the exhibition. In the event of non-compliance, the exhibitor must expect claims for damages as provided in section 97 of the Copyright Act [Urheberrechtsgesetz].

(16) In no event may a claim be brought against the Organizer.

(17) The Organizer may prevent advertising affixed or carried out without authorization without consulting the exhibitor and without seeking redress in court and remove this at the expense of the exhibitor. In the event of disputes regarding the admissibility of a piece of advertising, the Organizer will decide to the exclusion of the jurisdiction of a court. The decision of the Organizer is final.

21. CATALOGUE ENTRY

(1) An official catalogue is published for the event. The exhibitor is obliged to have a product entry made in the official catalogue at the currently applicable prices and terms.

(2) The Organizer will make available the following entries to the exhibitor free of charge:

- 1 Entry in the catalogue under Section 2 "Exhibitor listed alphabetically"
(The Organizer may find the data for this in the application for the exhibition)
- 1 Entry in the catalogue under Section 3 "Exhibitor listed by sector"
- 1 Entry in the catalogue under Section 3 "EuroMold specialist areas"
- 1 Entry in the catalogue under Section 5 "Products and trademarks"
- 1 Entry in the catalogue under Section 6 "Exhibitor listed by country"

(3) Further entries may be instructed with additional costs with the corresponding forms of the service catalogue.

(4) The exhibitor undertakes to provide instructions for the company's entry in the catalogue. In order to ensure that the catalogue is complete, the Organizer is authorized to make an entry in the catalogue on behalf of exhibitors whose instructions for entry have not been received at least three months prior to the event. This entry is based on either the data available to the Organizer or the entry from the previous event. It is carried out at the expense of the exhibitor and the Organizer is not liable for the correctness of the entry.

(5) Entries can only be made for exhibits which comply with the nomenclature specified for the event. This also applies to text additions which are necessary in order to provide a clearer overview in the catalogue entry. Exhibits that are not in compliance with the theme of the event will not be included in the catalogue at the instance of the Organizer.

(6) The same terms apply for an entry in the catalogue supplement as an entry in the catalogue. The Organizer is not liable for mistakes arising from an erroneous entry or non-entry of an exhibitor in the catalogue or its supplement. In the event of an entry not being included in the catalogue or its supplement, the entry may be published as a special supplement and made available to all visitors at the event. This is considered as correcting the non-entry or erroneous catalogue entry.

(7) The regulations regarding the catalogue entry will also apply mutatis mutandi to the inclusion in the online catalogue of the corresponding exhibition.

22. PICTURE AND SOUND RECORDINGS

(1) Picture and sound recordings of all kind (including sketches) within the exhibition ground, in particular of exhibition models or exhibits are not allowed.

(2) In the event of violations, the Organizer is authorized to remove and store sketches made as well as illustrated or played material at the expense of the exhibitor.

(3) This will not affect the activity of media, such as radio, television, film, daily and specialist press for the purpose of reporting.

(4) The exhibitor has the right, however, to make picture and sound recordings of its own stand or its goods during the opening hours of the exhibition.

(5) The Organizer has authorized special trade fair photographers for the individual hall areas and the open-air ground, who can identify themselves by an official identity card of the Organizer and are authorized to take photographs of the stands on the instructions of the exhibitor. If the exhibitor wishes to have photographs taken (by its own photographer) outside of the opening hours, the consent must be obtained without a specific form from the Organizer at the latest three weeks before the start of the exhibition.

(6) The Organizer will have the right to make or have made picture and sound recordings as well as drawings of exhibits or individual exhibits of the documentation or for publications. This also applies to persons included in the picture and sound recordings.

23. COPYRIGHT IN DESIGNS

(1) The exhibitor is responsible for ensuring corresponding exhibits against a violation of the copyright protection provisions, in particular to protect them from picture and sound recordings (including sketches).

(2) The protection of the exhibition for inventions for the application for a patent is not covered by the application under 23 (1). The exhibitor is responsible for applying for the registration of its inventions in reasonable time before the start of the exhibition at the German Patent Office

Deutsches Patentamt

Zweibrückenstraße 12
80331 München
Germany
Telephone: +49 / (0) 89 / 219 5 - 0
Fax: +49 / (0) 89 / 219 5 - 222 1

(for the Federal Republic of Germany) and / or in accordance with the European Patent Convention at the European Patent Office

Europäisches Patentamt

Erhardtstraße 27
80331 München
Telephone: +49 / (0) 89 / 239 9 - 0
Fax: +49 / (0) 89 / 239 9 - 446 5

(3) The Organizer expects that the exhibitors will neither violate nor prejudice the industrial property rights of other exhibitors.

(4) The Organizer reserves the right, in the event of proven violations of property rights (court decision) by an exhibitor, to exclude this exhibitor from the current exhibition or from future exhibitions.

(5) No obligation of the Organizer will be established through these provisions. Liability claims against the Organizer based on the infringement of industrial property rights may not be asserted under such circumstances.

24. EXCLUSION OF EXHIBITORS AND REFUND OF THE STAND RENTAL FEE

(1) If an exhibitor is prevented from exhibiting or offering products and services and accordingly from presenting advertisements of the same by the decisions of a German court (judgement, ruling) and the exhibitor refuses to comply with the court decision and accordingly refrain from the exhibition or the offering of products and services and accordingly the presentation of advertisements of the same at the trade fair stand, the Organizer may, as long as the court decision has not been set aside through a subsequent decision issued in proceedings on appeal, exclude the exhibitor from a current exhibition and/or future exhibitions. A refund of the stand rental fee (in whole or in parts) will not be made in this case. The Organizer is not obliged to check the correctness of the court decision. No legal claim for the exclusion of the exhibitor concerned by the court decision may be asserted.

(2) The same applies if the exhibitor violates the Organizer's and/or Messe Frankfurt's right as occupier of premises to undisturbed possession or other grounds exist that justify a termination without notice of the rental space fee agreement.

(3) If a court decision is set aside by a subsequent court decision issued in proceedings on appeal as provided for in the above-mentioned item 24 (1), the exhibitor rightly excluded by virtue of the earlier court decision may not assert any claim for damages against the Organizer.

25. EXCLUSION OF LIABILITY

(1) The Organizer assumes no liability for any damage or loss etc. to products brought or rented by the exhibitor, arising during the exhibition and transport and at installation and dismantling times.

(2) The general security assumed by the Organizer does not limit the exclusion of liability for all damage to property or injuries.

(3) The Organizer is only liable within its third party liability insurance and not for damage or loss, such as in particular

- Personal injury, property damage or pecuniary loss,
- Damage resulting from fire, water or explosion, demonstration, acts of violence, storm and other kinds of force majeure,
- Damage resulting from theft, burglary, breakdown of a supply network (such as electricity, gas, water) and similar causes
- Damage as a consequence of the security provisions
- Damage resulting from the general public during opening hours (in particular through the visitors to the exhibition, other exhibitors, their authorized representatives, and their agents).

- Damage based on details and measures based on an error by the Organizer, its salaried employees and its agents
- As well as a consequence of non-compliance with the security provisions of the "Technical Guidelines" that arise on the exhibition grounds, in the halls, on the open exhibition area, parking lots, paths etc.

(4) Sufficient insurance against all possible dangers (esp. theft of an exhibit) must be taken out by the exhibitor.

(5) Exceptions to the above-mentioned exclusions of liability are damage or loss and injuries to life, limb or health caused by the Organizer that are based on intent or gross negligence.

(6) The Organizer is liable in the case of ordinary negligence only in the event of a violation of material contractual obligations (cardinal duties) or in the event of injury to life, limb or health.

(7) If the Organizer is also liable for ordinary negligence as provided for in paragraph (6), this will be limited to € 10000.00 In these cases, the liability for direct damage or loss and untypical consequential damage is excluded. In the case of a violation of material contractual obligations, in terms of its amount, the Organizer's liability is limited to the average damage or loss typical under the type of contract.

(8) Damage or loss must be notified immediately to the Organizer.

26. SAFETY PROVISIONS, ACCIDENT PREVENTION, EXHIBITOR'S OBLIGATION TO MAKE LAND OR PREMISES SAFE FOR PERSONS OR VEHICLES AND OTHER LEGAL AND OFFICIAL REGULATIONS

(1) Under the Law on Technical Working Equipment from 25 November 2003 (Gerätesicherheitsgesetz – Equipment Safety Act), the exhibitor may only exhibit and demonstrate working equipment (machines and appliances) if the equipment has been made in accordance with all the generally recognized regulations of technology applicable in the Federal Republic of Germany, as well as with all employment protection provisions, all legal, official trade association and other safety regulations or the equipment has been fitted with all safety facilities necessary to protect both user or third persons from every form of danger to life and health when properly used.

(2) The exhibitor undertakes to comply with all legal and official regulations, including those issued by the occupational accident insurance authorities, and any other accident prevention rules and all safety directives during the construction and dismantling work and for the duration of the event. This includes the safety regulations and Technical Guidelines issued by Messe Frankfurt and the Organizer.

(3) At all times, access to the stands must be given to members of the police, fire brigade, rescue services, Trade Supervisory Office, Building Supervisory Board and the regulatory agency, as well as the representatives of Messe Frankfurt and the Organizer. All their instructions must be obeyed. On the trade fair ground, in general a police, fire brigade and first-aid post is available during the exhibition days, which must be alarmed immediately in the event of danger.

EMERGENCY CALL:
EMERGENCY CALL:

POLICE 110
Fire Brigade 112

The nearest police station is:

Polizeipräsidium Frankfurt am Main

13. Polizeirevier (Bockenheim)
Schlossstrasse 88-90
60486 Frankfurt am Main
Germany
Telephone: +49 / (0) 69 / 755 113 00
Fax: +49 / (0) 69 / 755 113 09

Trade fair first-aid post
or the emergency doctor-emergency call
Hall 4.0 North-West

Tel. 112
Tel. +49 / (0) 69 / 757 5 – 650 0

(4) The Organizer is authorized to check at any time whatsoever that the security regulations are being observed. The Organizer is authorized to order the immediate elimination of a situation which does not conform to regulations at the expense of the exhibitor and to prohibit at all times any operation which is against regulations. At any time the Organizer may prevent the operation of machines, appliances etc., as well as renewed operation, if it considers such operation to constitute a danger or if other exhibitors or visitors are irritated or troubled by them. The decision of the Organizer is final.

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

(6) The exhibitor is liable for all damage or injury caused culpably to persons or property, as well as economic losses, which have been caused by its stand construction, stand equipment, exhibits and their operation or by its employees or those acting on its behalf.

(7) The exhibitor assumes the obligation to make land or premises safe for persons or vehicles for the exhibition stand constructed and / or used by it. This applies in particular with regard to stand safety and fire protection in the event of special and evening events of the exhibitors.

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

(9) The exhibitor is responsible for compliance with the valid provisions under the law relating to food processing and distribution and the veterinary police – also in the event of the handing over of samples.

For drink dispensing facilities in temporary operation, the inspection book needs to be on hand and produced an official demand.

The handing over of drinks and food by the exhibitor against payment is in general not allowed (see also item 19 (5)).

(10) The provisions of the Hours of Employment Order [Arbeitszeitordnung] and the Maternity Protection Act [Mutterschutzgesetz] must be complied with, unless individual provisions are set aside through so-called market privileges.

(11) The provisions of the Industrial Code [Gewerbeordnung (GewO)] in particular Title IV "Trade Fairs, Exhibitions, Markets" as amended must be observed.

(12) The exhibitor is obliged hand over a licence to carry out welding, cutting, soldering, defrosting and masonry sawing work to Messe Frankfurt Venue GmbH & Co. KG, Technical Event Management [Veranstaltungstechnik], which contains all safety measures for the prevention of fires (special edition of the Association of Property Insurers [Verband der Sachversicherer] Cologne no. 2036).

27. SECURITY

(1) The Organizer is responsible for the general security of the halls and for the control of the entrances. This general security lasts until the official ending of the exhibition on the final day. Afterwards, every exhibitor must take increased care for the security of its goods.

(2) Additional stand security may only be ordered through the contracted security firm.

28. INSURANCE

(1) The Organizer does not bear any risk of insurance. The exhibitor is recommended to insure itself against all possible dangers (esp. theft of exhibits). The exhibitor itself is responsible for ensuring sufficient insurance protection.

(2) A special offer of insurance is appended to the service catalogue. The insurance contract is concluded directly between the exhibitor and the insurance company. In order to safeguard claims arising from this insurance, in the event of damage or loss, written notification of the insurance company and the Organizer and in the event of cases under criminal law also the police station responsible for the Frankfurt Trade Fair must be given.

29. ENFORCEMENT OF CLAIMS

(1) Any claims of the exhibitor arising from the contract with the Organizer as well as non-contractual claims must be notified to the Organizer 14 days after the end of the exhibition by recorded delivery; debt claims asserted later will not be taken into account and will expire (preclusive period).

All claims of the exhibitor against the Organizer will expire after 6 months; the limitation period will commence at the end of the month of the last exhibition day.

30. PLACE OF PERFORMANCE AND JURISDICTION, GERMAN LAW

(1) The contracting parties agree expressly on Frankfurt am Main as the place of performance and jurisdiction for all claims or legal disputes arising from this contract. The same applies if a contracting party has no standard place of jurisdiction in Germany.

(2) In addition, the Organizer is authorized to bring an action at its place of residence or registered office.

31. PROVISIONS UNDER DATA PROTECTION LAW

The exhibitor hereby consents to the Organizer saving, processing or passing on personal and businesses-related data in accordance with the Federal Data Protection Act [Bundesdatenschutzgesetz] – also by using automatic data processing if this for exclusively businesses purposes.

32. RECOGNITION OF PARTS OF THE CONTRACT, TERMINATION WITHOUT NOTICE IN THE EVENT OF A BREACH OF DUTY (ALSO: SUPPLEMENTARY EVENT-SPECIFIC CONDITIONS)

(1) Both contracting parties recognize the Standard Terms and Conditions as an essential part of the participation contract binding on both parties. The exhibitor irrevocably declares this for itself, its employees and those acting on its behalf through its legally valid application.

(2) Essential parts of the contract are in particular also:

- a) The official registration form as well as the Standard Terms and Conditions
- b) The generally applicable Technical Guidelines
- c) The local police, trading standards authority and legal regulations as well as the House Rules.
- d) Supplementary, event-specific conditions
- e) Further special provisions or individual regulations, if these are communicated to the exhibitor by the Organizer with the service manual in time for their observance or in any other way.

(3) The Organizer reserves the right to make changes or amendments to the conditions or authorizations to exceptions to these; they must be made in writing. In order to be considered as valid; incidental verbal agreements must be confirmed in writing by the Organizer.

(4) The interpretation of the Terms and Conditions and all other conditions will be determined by the German text and German law.

(5) Regulations contained in the exhibitor's Terms and Conditions of Purchase and Contract which conflict with the participation contract are ineffective, unless the Organizer has expressly recognised in writing individual deviations applied for by the exhibitor.

(6) Violations of the conditions agreed in the participation contract constitute breaches of duty within the meaning of the concluded contract. The Organizer is authorized in the event of serious breaches of duty to declare and carry out the

exclusion from the exhibition without notice. This is accompanied by the termination of the participation contract without notice by the Organizer; this will not affect special regulations in the individual conditions.

(7) The Organizer and/or Messe Frankfurt will exercise the sole right to undisturbed possession within the trade fair ground; this also applies to the grounds and buildings used in connection with the event outside of the trade fair ground used for the exhibition. The right to undisturbed possession also relates to the acceptance of third party companies that are commissioned by the exhibitor to carry out activities for it on the trade fair ground, as well as type, scope and conditions for their activity on the grounds.

(8) Should individual provisions of these Terms and Conditions be ineffective, this will not affect the validity of the remaining provisions. The contracting parties undertake instead of the ineffective provisions to agree on other effective provisions that conform most closely to the economic purpose of the ineffective provisions.

INFORMATION

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Fax: + 49-(0) 69-274 003-40

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