

TRADE FAIR AND EXHIBITION CONDITIONS

Organiser and implementation: Messe Ostwestfalen GmbH • Benzstrasse 23 • 32108 Bad Salzuflen



1. Application

The stand should be ordered by post or fax, using the application form, or verbally or by telephone. The exhibitor contract is then concluded.

The exhibition contract will be confirmed in writing by the trade fair/exhibition management. The applicant is bound by the application until six weeks before the opening of the trade fair/exhibition unless approval is notified in the interval.

Applications received later than this are binding upon the applicant for fourteen days unless approval is notified in the interval. This does not apply if talks or negotiations have already taken place or are taking place between the applicant or the latter's agents and the trade fair/exhibition management concerning the position, size, type, etc. In this case the applicant is bound by the application until one week before the start of the trade fair/exhibition unless approval is notified in the interval.

2. Acknowledgment

By making the application the applicant together with its agents submits to the organiser's Trade Fair and Exhibition Conditions. The applicant acknowledges the Trade Fair and Exhibition Conditions, the "Special Trade Fair and Exhibition Conditions" applicable to the particular trade fair/exhibition and the "house rules" as binding upon the applicant and all persons employed by the applicant at the trade fair/exhibition. The provisions of law, employment law and trade and industry law, in particular regarding fire prevention, accident prevention, the firm name and price marking, must be complied with.

3. Approval

The approval decision with respect to exhibitors and the individual exhibits will be taken by the trade fair/exhibition management, if necessary with the involvement of a trade fair/exhibition advisory board or the trade fair/exhibition committee. The organiser is authorised to limit the exhibits applied for and to change the area applied for.

The organiser is authorised to refuse applications. Exclusion of competition shall not be demanded nor promised.

For practically justified reasons, in particular if the available space is insufficient, the organiser can exclude individual exhibitors, suppliers or visitors from attending. The organiser can restrict the event to certain exhibitor, supplier and visitor groups if necessary for the purposes of the event.

Conclusion of contract between the organiser and the exhibitor is completed upon sending in the approval confirmation or the invoice.

Approval once granted can be revoked if the conditions of granting approval cease to apply.

The trade fair/exhibition management is entitled to be released from the contract in the case of default in payment despite two reminders. In this case a cancellation fee of 25 % of the stand rental shall be payable.

In the case of justified claims or complaints concerning goods offered or the mode of operation of a firm attending, the trade fair/exhibition management shall be justified and entitled in the general interest to take appropriate measures immediately to remedy the situation.

In such a case the trade fair/exhibition management can cancel existing contracts for subsequent trade fairs/exhibitions on the grounds that essential conditions of those contracts are no longer fulfilled. The obligation to pay the stand rental shall be unaffected, however.

The exhibiting of goods not applied for or not approved or used goods is not permissible unless the latter are for demonstration purposes.

4. Changes - Force majeure

Unforeseen events preventing the trade fair/exhibition from being held as scheduled and for which the organiser is not responsible shall entitle the latter to

a) cancel the trade fair/exhibition before the opening date.

If cancellation takes place more than six weeks and not more than three months before the fixed date, 25 % of the stand rental will be charged as a contribution to the expenses.

If cancellation takes place in the last six weeks before the opening date, the contribution to the expenses shall be increased to 50 %. In addition, expenses already incurred on the exhibitor's orders shall be paid.

If the trade fair/exhibition has to be closed due to force majeure or by official order, the stand rental and all the expenses to be borne by the exhibitor shall be paid in full.

b) postpone the trade fair/exhibition.

Exhibitors who can prove a resulting overlap with another trade fair/exhibition which they have already firmly booked to attend can ask to be released from the contract. They must pay the contributions to the expenses according to a).

c) shorten or cut short the trade fair/exhibition.

Exhibitors are not entitled to ask to be released from the contract. No reduction of the stand rental will be granted.

In all cases the organiser shall notify such momentous decisions in combination with the committees appointed or trade fair or exhibition advisory board and as early as possible. Claims for compensation shall be excluded for both parties in all cases.

5. Cancellation

If, exceptionally, the organiser permits cancellation after a binding application or after approval has been granted, 25 % of the rental shall be payable as compensation for expenses as well as expenses already incurred on the exhibitor's orders.

Applications for cancellation shall be made in writing only. Cancellation is only effective if the organiser likewise notifies its agreement in writing.

The trade fair/exhibition management can make release conditional upon alternative letting of the stand concerned. Re-letting shall correspond to release from the contract. However, the original exhibitor shall bear any difference between the actual rental and the rental made, plus the sums according to paragraph 1.

If it is not possible to re-let the stand the trade fair/exhibition management shall be entitled in the interest of the overall picture to place another exhibitor on the stand not occupied or otherwise to fill the stand. In this case the hirer shall not be entitled to any reduction in the stand rental. The expenses incurred in respect of decorating or filling the unoccupied stand shall be to the hirer's account.

6. Stand allocation

Stands will be allocated by the trade fair/exhibition management according to criteria determined by the theme of the trade fair/exhibition. The date of receipt of the application is not relevant. Exhibitor's special requests will be taken into consideration as far as possible.

The stand allocation will be notified in writing, normally at the same time as the approval and notification of the hall number and stand number. Complaints, in particular concerning the shape and size of the stand, must be made in writing within seven days from receipt of the stand allocation.

No complaints concerning the position, shape or size of the stand will be allowed if the stand is ordered less than twenty-eight days before the start of the trade fair/exhibition.

The exhibitor should bear in mind that a slight restriction of the stand allocated is necessary for technical reasons. This does not create any entitlement to a reduction in the stand rental. This does not apply to stands expressly designated prefabricated or system stands.

The stand may only be moved for compelling reasons. The trade fair/exhibition management shall if possible allocate the exhibitor concerned an equivalent stand.

The trade fair/exhibition management reserves the right to relocate the entrances and exits, the emergency exits and the aisles for compelling technical reasons.

Changes to the position, nature or dimensions of the stand will be notified by the trade fair/exhibition management in writing without delay.

7. Subletting, co-exhibitors, transfer of stand to a third party, sales on behalf of third parties

The exhibitor is not permitted without the approval of the trade fair/exhibition management to sublet or otherwise transfer the allocated stand in full or in part to a third party, to swap it or to undertake commissions for other firms.

A charge shall be payable for the inclusion of a co-exhibitor with the approval of the trade fair/exhibition management. In the case of non-approved subletting or transfer of the stand to a third party an additional payment of at least 50 % of the stand rental shall be due, unless the trade fair/exhibition management demands that the sub-hirer vacates the stand.

The principal hirer and the sub-hirer shall be jointly and severally liable.

Unless own order books are used, the order books used for taking orders must show the supplier's address and also the stand-holder's full address. It must be possible for customers and the trade fair/exhibition management to see from the order slip the exhibitor and the firm for which the contract of sale was concluded.

8. Joint and several liability

If several exhibitors jointly rent a stand, each of them shall be jointly and severally liable.

In the application they shall name a joint representative. The trade fair/exhibition management will negotiate with this person only.

Notifications to the representative designated in the application shall be deemed notification to the exhibitor or - in the case of joint stands - exhibitors.

9. Rental charges and expenses

The stand rental charges and extra charges for corner, head and block stands will be shown in the application.

The expenses of the utilities laid on at the exhibitor's request and other incidentals, such as the supply of gas, water, electric power, etc. will be notified to exhibitors beforehand on request.

10. Terms of payment

a) Due date

Invoices shall be settled promptly, 50 % immediately upon receipt of the invoice and the balance not later than six weeks before the opening of the fair, unless otherwise agreed in writing. Invoices issued later than six weeks before the opening date shall be payable in full immediately.

b) Late payment

Interest in arrears will be charged from the due date.

This will be charged at a rate of 3 % above the Deutsche Bundesbank discount rate.

If stands are not paid for in full the trade fair/exhibition management shall after sending a reminder without effect be entitled to otherwise dispose of the stand, subject to due notification. In such cases the management can refuse to allow transfer of the stand and issue of the passes (cf. also clause 5).

c) Lien

The organiser shall have a landlord's lien over the trade fair/exhibition goods brought in in respect of all unfulfilled obligations and the expenses ensuing. The organiser shall not be liable for damage and losses that are not its fault and shall be entitled to sell the pledged property on the open market subject to written notification. This is conditional upon all of the items brought in by the exhibitor being the exhibitor's absolute property or subject to the exhibitor's absolute power of disposal.

d) Complaints concerning the organiser's invoices will not be considered more than four weeks after receipt.

11. Stand design and equipment

The name and address of the stand-holder must be displayed on the stand in a clearly legible manner throughout the event.

The exhibitor shall be responsible for fitting out the stands within the framework of any uniform design imposed by the organiser. In the interests of a good overall picture, the trade fair/exhibition management's guidelines shall be followed. Exhibitors setting up their own stands may be asked to submit plans with accurate dimensions and colours to the trade fair/exhibition management for approval before commencement of work. The use of prefabricated or system walls should expressly be mentioned in the application.

The names of the stand design/set-up contractors must be notified to the trade fair/exhibition management.

Projection beyond the stand boundaries will not be permitted in any circumstances. Exceeding the prescribed construction height requires the express consent of the trade fair/exhibition management. The same applies to the showing of very heavy exhibits requiring foundations or special devices.

The general construction height in the halls is 2.50 metres. A concession may be granted by the trade fair management in special cases.

General signage within the stand or advertising areas must not exceed the construction height of 2.50 metres in the hall interiors. In the case of two-storey structures the signage must not visually obstruct adjacent stands.

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The trade fair/exhibition management may require trade fair/exhibition objects the construction of which has not been approved to be modified or removed.

If the exhibitor fails to comply with a written request to do so within twenty-four hours the item in question may be modified or removed by the trade fair/exhibition management at the exhibitor's expense. There shall be no entitlement to refund of the stand rental if the stand has to be closed for the same reason.

Structural changes and compromising the integrity of the roof, walls, pillars, floor, technical equipment and fixtures are generally prohibited. Damage to halls and their equipment by drilling, piercing, adhesives, dyes, etc. is not allowed. Only the double-sided adhesive tape supplied by the trade fair management may be used to fasten materials to the hall floor. Details of permitted makes should be obtained from the trade fair management. In the case of contravention the trade fair/exhibition management shall be entitled to close the stand and the exhibitor shall not thereby acquire any right to compensation or refund of rental.

12. Advertising

Advertising of any kind, in particular the distribution of printed advertising and approaching fair visitors, is permitted only within the stand.

In any case only own advertising is permitted and not third party advertising, even if the third party is a supplier to the exhibitor.

Handing out samples free or for payment is subject to the organiser's special approval. A charge is payable for open sale. Exclusion of competition shall not be demanded nor promised. The use of speaker systems, musical and photographic shows of any kind, including for advertising purposes, by the exhibitor requires express consent and must be duly notified.

Demonstrations of machines, acoustic equipment, photographic equipment and fashions, including for advertising purposes, may be restricted or revoked, even after approval has been granted, in the interests of maintaining order at the trade fair/exhibition.

The trade fair/exhibition management reserves the right to make announcements over any speaker system operated by the organiser.

13. Set-up

The exhibitor shall make the stand ready within the time stated in the application. If stand set-up has not commenced by noon on the day before opening or if set-up is not completed by 19:00 hours the organiser may otherwise dispose of the stand. Any expenses thereby incurred by the trade fair/exhibition management shall be borne by the hirer. The defaulting exhibitor shall not be entitled to claim either compensation or refund of the stand rental. Complaints concerning the position, type or size of the stand must be made in writing to the trade fair/exhibition management before the commencement of set-up and not later than the day after the scheduled start of set-up.

All the materials used in the stand set-up must be hardly flammable. If the materials do not meet the safety requirements of the relevant fire brigade, they will if necessary be removed by the trade fair management at the exhibitor's expense. No liability will be accepted for any losses thus incurred.

Safety equipment (hose reels, fire alarms, fire extinguishers, emergency exits, escape routes, etc.), electrical and distribution cabinets, signs, etc. must not be concealed or obstructed.

14. Passes

According to the size of the stand each exhibitor will be issued free of charge with two passes for the necessary stand and operating personnel up to 10 square metres and if necessary one further pass for each additional full 10 square metres stand area in the hall and each 50 square metres outdoor stand area, up to a maximum of ten passes.

In case of proven necessity, additional passes up to half of the number of free passes to be allocated can be issued for a charge.

The right to issue work passes is reserved for the stand set-up and dismantling period.

In case of improper use the pass will be withdrawn without compensation.

15. Manning of stand

Throughout the trade fair/exhibition the exhibitor shall furnish the stand with goods in accordance with the application and, unless the stand is expressly hired as a promotional stand, shall man it at all times with knowledgeable personnel.

The trade fair/exhibition management will be responsible for cleaning the site and the aisles during the event.

Stand cleaning is the exhibitor's responsibility and must be carried out daily after the close of the trade fair/exhibition.

16. Dismantling

No stand may be wholly or partly cleared before the close of the trade fair/exhibition. Exhibitors contravening this rule shall pay a penalty of half of the stand rental.

The exhibits shall not be removed at the close of the trade fair/exhibition if the trade fair/exhibition management has asserted its right of lien. Notification to that effect shall be given to the stand-holder's representative present on the stand.

Any removal of exhibits this notwithstanding shall be deemed a breach of lien.

The trade fair/exhibition stand must be returned in its original condition not later than the date fixed for completion of dismantling. Material brought in shall be removed and any damage duly made good. Otherwise, the trade fair/exhibition management shall be entitled to have this work carried out at the exhibitor's expense. This shall not affect other claims for compensation. The exhibitor shall be liable for all damage to and within the whole trade fair complex and the fittings caused by the exhibitor or its appointed third parties.

Repairs may only be carried out on the orders of the trade fair/exhibition management and by the latter's contractors.

Any stands not dismantled or exhibits not removed by the end of the period fixed for dismantling will be removed by the trade fair/exhibition management at the exhibitor's expense. Liability for loss and damage shall be excluded.

17. Utilities and drainage

General lighting is to the organiser's account. Any connections required must be notified at the time of application. Laying on and consumption shall be to the exhibitor's account.

In the case of ring mains the costs will be apportioned proportionately. All installation work up to connection at the stand must be carried out by firms approved by the trade fair/exhibition management. Such firms will receive all their orders through the intermediary of and with the approval of the trade fair/exhibition management and will render accounts directly for installation work. The calculated costs of lighting and power current consumption and gas, water, etc. will be calculated for exhibitors at the end of the trade fair/exhibition at the rates notified or standard rates and are payable immediately.

Connections and equipment not complying with the requirements applicable, in particular the VDE requirements, or with higher consumption than notified, may be removed or taken out of operation by the trade fair/exhibition management at the exhibitor's expense.

The stand-holder shall be liable for all damage caused by use of connections not notified and not installed by the approved trade fair/exhibition contractors.

The trade fair/exhibition management will not be liable for interruptions or fluctuations in the gas, water or power supply.

18. Disposal

Each exhibitor shall be individually responsible for disposal of waste and dirt occurring during the set-up and dismantling time and during the period of the event itself.

In case of contravention the trade fair/exhibition management shall be entitled to arrange for disposal on behalf of the exhibitor and for the latter's account.

If the polluter cannot be identified the trade fair/exhibition management shall be entitled to apportion the disposal and cleaning expenses among the exhibitors on a square metre basis.

19. Security

The organiser will be responsible for the general security of the site and the halls but will not be liable for any losses or damage.

Exhibitors are responsible for surveillance and security on their stand. This also applies during the set-up and dismantling times, before the opening and after the close of the trade fair/exhibition.

Special guarding is permissible only with the consent of the trade fair/exhibition management.

20. Liability

The organiser will not be liable for exhibits, stand equipment, property damage or personal injury unless intent or gross negligence can be proved against the organiser or its legal representatives or persons employed in the performance of its obligations. The burden of proof lies with the exhibitor.

Goods for the exhibitor delivered to the fair company will be accepted excluding any liability and inspection.

The fair company undertakes to hand over the goods to the exhibitor as soon as possible. If this is not possible through no fault of the fair company's, the goods will be stored at the exhibitor's expense. No liability will be assumed in this connection.

The exhibitor is not entitled to set off counter-claims against the organiser's claims for payment of stand rental and other charges or to exercise any right of retention.

Any reduction in stand rental because of structural or other defects in the trade fair/exhibition stand, the hall or the trade fair/exhibition site is excluded in principle.

If defects are caused by the contractors appointed by the trade fair/exhibition management to set up the trade fair/exhibition, the exhibition management nevertheless hereby assigns corresponding claims for damages to the exhibitor.

21. Insurance

Exhibitors are urged to insure their exhibits and third party liability at their own expense.

This can be done through a general contract which the organiser has concluded on favourable terms with a leading insurance company.

22. Photography

Only photographers approved by the trade fair/exhibition management are permitted to carry out photography on a commercial basis within the trade fair/exhibition site.

23. House rules

The trade fair/exhibition management has domiciliary rights on the trade fair/exhibition site. The trade fair/exhibition management may lay down house rules.

Exhibitors and their employees are not admitted to the site or the halls more than one hour before the start of the trade fair/exhibition. Unless otherwise agreed they must leave the halls and the site not later than one hour after the close of the trade fair/exhibition.

It is not permitted to spend the night on site.

Lorries and cars must leave the site by 19:30 hours on the day before the opening of the trade fair/exhibition. Lorry traffic is generally prohibited on the trade fair/exhibition site during the trade fair/exhibition. It is expressly forbidden to bring cars, lorries or trailers into the halls.

24. Special provision concerning stand rental

If, contrary to expectation, the cost-of-living index is significantly higher than the previous year, the organiser reserves the right to make an adjustment to the charges.

25. Forfeiture

Claims on the part of the exhibitor against the organiser not notified in writing within two weeks from the close of the trade fair/exhibition shall be forfeited.

26. Changes

Any agreements deviating from the present Trade Fair and Exhibition Conditions shall be effective only if confirmed in writing by both parties.

27. Place of performance and place of jurisdiction

The place of performance and jurisdiction shall be Bielefeld, even for claims in summary proceedings for recovery of debt.

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