

# Application as exhibitor

company / organization

contact person

street

postal code, city

country

phone / fax-no.

e-mail / website

VAT-ID No.

## Exhibition products:

- |  |   |
|--|---|
| <input type="checkbox"/> enlightenment technology                          | <input type="checkbox"/> emergency equipment          |
| <input type="checkbox"/> clothing / uniforms                               | <input type="checkbox"/> safety systems               |
| <input type="checkbox"/> military service provider                         | <input type="checkbox"/> education technology         |
| <input type="checkbox"/> radar / satcom systems                            | <input type="checkbox"/> monitoring technology        |
| <input type="checkbox"/> organization technology                           | <input type="checkbox"/> weapon systems               |
| <input type="checkbox"/> optics / optical and sights                       | <input type="checkbox"/> handguns                     |
| <input type="checkbox"/> means of communication                            | <input type="checkbox"/> assault rifles               |
| <input type="checkbox"/> management and use of information systems         | <input type="checkbox"/> ammunition                   |
| <input type="checkbox"/> vehicles/ automotive engineering                  | <input type="checkbox"/> ballistic protection         |
| <input type="checkbox"/> special vehicles                                  | <input type="checkbox"/> weapon accessories           |
| <input type="checkbox"/> training facilities                               | <input type="checkbox"/> less-lethal weapons          |
| <input type="checkbox"/> authorities                                       | <input type="checkbox"/> tactical equipment           |
| <input type="checkbox"/> computer, information and organization technology | <input type="checkbox"/> training systems             |
| <input type="checkbox"/> diagnostics                                       | <input type="checkbox"/> traffic safety, surveillance |
| <input type="checkbox"/> publishers  | <input type="checkbox"/> access control systems       |
| <input type="checkbox"/> digital radio communication                       | <input type="checkbox"/> drug detection               |

others \_\_\_\_\_

The exhibitor acknowledges the Special Trade Fair and Exhibition Conditions of MCC Halle Münsterland GmbH as well as the General Terms and Conditions for Exhibitions of the FAMA, Fachverband Messen und Ausstellungen e.V. (Special Association for Fairs and Exhibitions); see enclosure

\* All given prices are net + VAT. Additional costs (compulsory):

AUMA-contribution: € 0,60 / m<sup>2</sup>;  
general energy contribution: € 3,48 / m<sup>2</sup>,  
Catalogue entry: € 65,00  
– these positions are obligatory.

Muenster (Germany), April 14<sup>th</sup> – 16<sup>th</sup>, 2015

Please choose your preferred area:



NLSE-Conference

☐☐

## We order exhibition space (space only)

- ☐ row stand size : \_\_\_\_\_ m<sup>2</sup> € 139,00/ m<sup>2</sup>\*
- ☐ corner stand size : \_\_\_\_\_ m<sup>2</sup> € 145,00/ m<sup>2</sup>\*
- ☐ peninsula stand size : \_\_\_\_\_ m<sup>2</sup> € 149,00/ m<sup>2</sup>\*
- ☐ island site size : \_\_\_\_\_ m<sup>2</sup> € 155,00/ m<sup>2</sup>\*
- ☐ outdoor area each 50 m<sup>2</sup> € 4.800,00\*

we order \_\_\_\_\_ m<sup>2</sup>

## We order ready for use packages incl. space

- ☐ **Table BASIC € 255,-\*** (limited contingent)  
Defense EXPO only! Max. 1 table per exhibitor!  
1 table (160 x 70 cm),  
2 chairs, logo online  
1 exhibitor pass
- ☐ **Professional 1 € 1,999.00\***  
9 m<sup>2</sup> shell scheme system incl. light, carpet,  
furniture, catalogue entry, logo online, 2  
exhibitor passes
- ☐ **Professional 2 € 2,490.00\***  
12 m<sup>2</sup> shell scheme system incl. light, carpet,  
furniture, catalogue entry, logo online, 2  
exhibitor passes

Illustration – after the application, the exact description of the services will be sent along with the confirmation of registration and the exhibitor service manual.



place / date / stamp / authorized signature

(company seal / legally binding signature)

Messe und Congress Centrum Halle Münsterland GmbH, Albersloher Weg 32, DE-48155 Münster · Telefon Zentrale 0251/ 6600-0 ·  
Internet: [www.mcc-halle-muensterland.de](http://www.mcc-halle-muensterland.de) · Handelsregister Amtsgericht Münster HRB 161 · Steuernummer: 337/5914/2108  
UST-ID-Nr.: DE 126116677 Vorsitzende des Aufsichtsrates: Helga Welker · Geschäftsführerin: Dr. Ursula Paschke ·  
Sparkasse Münsterland OST, IBAN: DE52 4005 0150 0000 0736, BIC: WELADED 1MST  
Volksbank Münster, IBAN: DE17 4016 0050 0030 4805 00, BIC: GENO DE M1 MSC  
Postbank Dortmund, IBAN: DE06 4401 0046 0069 9564 64, BIC: PBNKDEFF

# Special Terms and Conditions for the Exhibition

## Defense EXPO / IPOMEX, April 14<sup>th</sup>-16<sup>th</sup>, 2015

### 1. General Information

This trade fair is based on the General Terms and Conditions for Exhibitions of the FAMA (Special Association for Fairs and Exhibitions). In case the Special Terms and Conditions state different data, these Special Terms and Conditions apply which the exhibitor explicitly accepts.

The trade fair is named „Defense EXPO“ / “IPOMEX”

### 2. Trade Fair and Exhibition Management

Messe und Congress Centrum Halle Münsterland GmbH  
Albersloher Weg 32  
DE-48155 Münster / Germany  
Telefon: 0049 – (0)251 / 66 00 – 355  
Telefax: 0049 – (0)251 / 66 00 – 469

### 2.1. Event location

Messe und Congress Centrum Halle Münsterland GmbH.

The exhibitor takes note of the delivery and collection regulations for exhibition haulage contractors (see order forms in the service manual). Individual deliveries may be delivered from the first set-up day onwards and not before. Please ensure the recipient is clearly noted on the address label, in addition to their precise location within the exhibition (hall / outdoor exhibition space and booth number). The Messe und Congress Centrum Halle Münsterland GmbH is not responsible for deliveries and collections of exhibition material.

### 3. Exhibition dates – opening hours

The exhibition takes place from April 14<sup>th</sup> – April 16<sup>th</sup>, 2015.

The fair is open to visitors daily from 9:00 a.m. to 5:00 p.m.

### 4. Exhibition prices – terms of payment

Price per square meter see application form.

Each partial square metre is rounded up to the next square metre. Girders and columns are included.

### 4.1 AUMA - contribution

The exhibitor's AUMA (German association for fairs and exhibitions) contribution is € 0,60 per rented square metre. This contribution is shown on the invoice; VAT has to be added. The contribution will be remitted separately. AUMA represents the interests of the trade fair and exhibition industry.

### 4.2 General energy contribution

A fee of € 3,48 per rented sqm plus VAT has to be paid by the exhibitor for the general consumption of electricity, water, heating etc.

### 4.3 Catalogue Entry

The entry in the alphabetical exhibitor list is obligatory for all exhibitors. This also applies to co-exhibitors / all members of a co-operating stand; any exhibitor has to appear in the catalogue with a particular entry.

### 4.4 Co – exhibitor fee

The fee for a co – exhibitor is € 490,00 plus VAT (please refer also to the General Terms and Conditions for Exhibitions of the FAMA, pt. 7). This fee includes the catalogue entry.

### 4.5. Payment and delivery conditions for commissioned services

Please refer to the individual order forms for details of the order deadlines for various services and service staff. The exhibitors will receive order confirmations for service orders received by the Messe und Congress Centrum Halle Münsterland GmbH. The surveillance, ceiling suspensions, cleaning and equipping of booths with electricity and water supplies may only be carried out by service providers specifically contracted by the Messe und Congress Centrum Halle Münsterland GmbH. You can find the appropriate forms in the service manual.

### 4.6 Terms of payment

The stand rental and additional fees are payable immediately after the invoice date at 100% of the invoice amount. The payment of all invoices prior to the exhibition is conditional for the participation in the fair. MCC Halle Münsterland GmbH is entitled to effect a release from the contract if the exhibitor fails to pay the due amount after two written reminders. In this case the exhibitor has to pay a cancellation fee as defined in the General Terms and Conditions for Exhibitions of the FAMA. All payments have to be transferred to: Sparkasse Münsterland Ost (Bank); SWIFT-BIC: WELADED\_1MST, IBAN: DE52\_4005\_0150\_0000\_073619

### 5. Exhibition area

Should there be more applications than available exhibition space, applications will be considered by their date of receipt. Alternatively, the exhibition management has the right to reduce spaces in order to ensure a highly extensive presence of the industry.

### 6. Booth construction “Professional Package”

The booth construction "Professional" will be constructed by a licensed stand construction company. The MCC Halle Münsterland GmbH acts as agent. The specification is declared in the Exhibitor Service Manual.

### 7. Set-up

The exhibitor is responsible for outfitting the stand with respect to a standardized form of construction. Booths can be constructed on April 12<sup>th</sup> and 13<sup>th</sup>, 2015, 08:00 a.m. – 09:00 p.m. At this time, the hallways have to be free of any packaging material. Partition wall elements are obligatory. Following the technical guidelines, ground-level / single storey shell scheme systems without roof constructions or coverings do not need any approval, it is enough to send the exhibition stand outline sketch (see service manual). All other stand constructions, mobile stands, special designs and constructions need a building permission. Please send your plans (ground plan and view) to Messe und Congress Centrum Halle Münsterland GmbH until January 31<sup>st</sup>, 2015.

### 8. Dismantling

No booth may be vacated, in whole or part, prior to the closing of the exhibition. Dismantling is permitted on April 16<sup>th</sup>, 2015, 05:00 p.m. – 10:00 p.m. and April 17<sup>th</sup>, 2015, 08:00 a.m. – 08:00 p.m.

The exhibition space has to be left in its original condition.

### 9. Accident prevention

The exhibitor is obliged to provide safety devices or implement safety measures in connection with the exhibited equipment, which comply with the trade association of accident prevention guidelines. The exhibitor shall be held liable for every instance of personal or material damage which is caused during the operation of exhibited machines, apparatus, systems etc. Furthermore, we would like to refer to the current device safety law at this juncture. The exhibitor has to comply with all legal requirements concerning the safety of the products exhibited and install safety devices when necessary. The exhibitor is fully responsible for any damage to persons or material caused by the operation of exhibited machines, instruments etc.

### 10. Fire prevention

Fire extinguishers, wall hydrants and signs may be neither blocked nor covered, and emergency exits may neither be obstructed nor be blocked by exhibition booths or exhibits themselves. Flammable materials, regardless of their nature, may neither be stored nor held in the exhibition booth. The storage of all types of packaging materials within or behind the booths is not permitted for reasons of fire precaution (see also the fire safety code of practice).

### 11. Security and cleaning

The general guarding and cleaning of the halls and the grounds is organized by the exhibition management. The exhibitor is solely responsible for the guarding, cleaning and maintenance of the stand. Special guarding and cleaning of the stand may only be provided by authorized contractors (see service manual).

### 12. Weapons and ammunition

The exhibitor is fully responsible for the safety of weapons and ammunition on his stand and has to secure them against getting lost (prevention of theft). Weapons and ammunition have to be theft protected with wires, locks or a lockable show case. The exhibitor undertakes to duly request an exhibition permission from the appropriate authority. The legal requirements according to the German laws WaffG and KWKG (Weapons Law and Law on Military Weapons Control) are to be fulfilled at all times. Please also mind the form “weapons and ammunition”.

### 13. Catering

All catering during the fair is provided by  
*Le Buffet* – Gastronomie und Catering of MCC Halle Münsterland GmbH.

### 14. Amendments

All amendments to the General and Special Terms and Conditions are only effective when confirmed in writing.

### 15. Legal regulations

The exhibitor is completely responsible for complying with all legal and official regulations. This also applies in connection with the commercial law to combat unfair competition and the store closing law. The exhibitor may be obliged to provide information with reference to the fulfillment of all legal requirements.

### 16. Final regulations

In case one or several regulations of these terms and conditions prove are partially or wholly ineffective, the remaining requirements still apply. The ineffective regulation will have to be replaced by a valid one which fulfills the corresponding purpose.

### 17. Place of performance and court of jurisdiction

The place of performance and the court of jurisdiction for both parts are in Münster. German law applies. The German text shall be binding.

### Field of Application

Messe und Congress Centrum Halle Münsterland GmbH has issued these safety-related regulations for tradeshow and exhibitions, with the objective to enable a successful and safe course of events for all participants. These technical regulations are based on legal and official requirements and are a binding minimum standard for all exhibitors. Compliance of these regulations will be monitored by Messe und Congress Centrum Halle Münsterland employees, organisers and appointed third parties.

Taking on an exhibition stand can be partially or entirely banned in the interest of all exhibition participants, in the event that identified safety discrepancies have not been rectified by commencement of the event.

**1. Setting-up and Dismantling Activities:** All setting-up and dismantling activities may only be conducted in accordance with occupational health and safety laws, commercial laws and place of public assembly laws. The exhibitor and their appointed contractors are responsible for the compliance of these regulations. The exhibitor and their appointed contractors must ensure that any two-way hazard with other exhibitors or their contractors must be prevented during set-up and dismantling activities. The organiser, Messe und Congress Centrum Halle Münsterland and authorised officials have the right to stop any activities in the event of a breach against legal regulations.

**2. Fire Brigade Movement Zone:** All required emergency access roads and fire brigade movement zones identified by "No standing at any times" signs must remain clear at all times. Vehicles and objects parked on escape routes and in safety areas will be towed or removed at the cost and risk of the owner.

**3. Safety Equipment:** Fire alarm, water markers, hydrants, fire extinguishers and emergency call lines, smoke flaps, openings for fume outlet systems, smoke detectors, telephones, telephone distribution points as well as ventilation in- and outlets for heating and ventilation equipment, their appropriate signage as well as green emergency exit signs must be accessible and visible at any time. They must not be obstructed, moved or made irre-recognisable in any way.

**4. Exits and Hallways** are escape routes and must be kept clear at any time. Doors within the vicinity of escape routes must be able to be easily opened in full width. Escape routes, exit doors, emergency exits and their signage must not be obstructed, covered or made irre-recognisable in any way. Hallways must never be narrowed by objects which have been left there or which take up space. Every hallway serves as an escape route in case of an emergency.

**5. Driving on the Premises:** Driving onto the premises with a vehicle, truck or a gas-operated fork lift is strictly prohibited. Authorisations will only be issued in individual cases by Messe und Congress Centrum Halle Münsterland.

**6. Are of Stand:** The area of stand indicated in the stand confirmation will be marked by the organiser upon request by the exhibitor. Stands must be set-up at this area only. The exhibitor must take marginal deviations of stand measurements into consideration. These could occur due to variations in wall thickness of the partitioning walls. Pillars, wall projection, partitioning walls, distribution boxes, fire extinguisher equipment and other technical equipment are part of the allocated areas for the stands. Therefore only local measurements are valid for place, position, measurement and other fixtures of the rentable area. Claims against the organiser and Messe und Congress Centrum Halle Münsterland based on deviations of the stand confirmation will not be validated.

**7. Stand Safety:** Exhibition stands including fixtures, fittings, exhibits as well as advertising media must be set-up with such a stable technique, that life and health as well as safety and order are not endangered. The exhibitor is responsible for the structural safety of the stand and must provide proof on request. For requirements on stand safety please refer to the National Building Code and the North-Rhine-Westphalian regulations on places of public assembly in their relevant current version.

**8. Exhibition Stands and Auxiliary Constructions subject to authorisation:** all multi-storey exhibition stands, mobile stands, auxiliary constructions must be accompanied by an authorisation to be submitted to the organiser. Generally a test log book or checked statistics for the construction must also be submitted.

**9. Vehicles and Containers** in the halls are also subject to authorisation at all times. Vehicles which feature a combustion engine may only be exhibited on the premises with a maximum fuel content of one litre. The battery must be clamped off and in individual cases if officially required, the fuel tank must be charged and shut off with inert gas (i.e.: nitrogen or carbon dioxide). Additional safety procedures are reserved for exceptions.

**10. Stand Construction materials:** slightly inflammable, dripping burning intense or toxic gases forming materials are prohibited for constructing stands. Special requirements can be requested for load-bearing construction parts for safety reasons. It is imperative that DIN 4103 (Building materials and building parts resistant to fire) or EN 13501-1 must be observed and complied with.

**11. Carpets:** Laying carpets or other decoration materials directly on the floors of the hall must be carried out by the lessee in such a way, that it must prevent persons from slipping, tripping or falling. Carpets and other floor coverings must be laid in an accident-proof manner and may not project over the stand boundaries. Adhesive markings, carpet fixtures and similar may only occur with special residue-free removable carpet tape. Self-adhesive carpet tiles are prohibited. All applied material must be removed without leaving any residue. This also applies to substances such as oils, fats, colours and similar substances. The floors of the halls must not be painted.

**12. Floor and Parquet Protection:** Anchoring and mounting into the floors is prohibited. Setting-up damp or soaked objects onto the parquet flooring is prohibited. Leaking moisture must be removed immediately. Refrigerators must be set-up on a waterproof underlay.

**13. Glass and Acrylic Glass:** The only glass permitted for use is laminated safety glass. Corners of glass panels must be finished or secured in such a way, that any risk of injury can be excluded. Structural glazing parts must be marked at eye level. Requirements in accordance with "Technical rules for the use of crash-safe glazings (TRAV)" must be complied with for glass constructions.

**14. Exits from enclosed stands:** Stand areas with a floor space of more than 100 m<sup>2</sup> or complex layout planning must have a minimum of two separate exits/escape/emergency exits situated opposite each other. The walking path of each point at an exhibition area up to the hallway must not exceed 20 m.

**15. Railings / Breastwork of Podiums:** General accessible areas which border directly to areas which are situated more than 0.20m deeper must be surrounded by hand rails.

**16. Nails, Hooks, Holes and transporting heavy loads:** Positioning of bolts and anchoring points, as well as knocking holes into floors, walls or ceilings of the hall are prohibited. Heavy loads, heavy load material and crates may only be transported onto the premises with trolleys which have rubber tires. Skid marks caused by abrasion must be avoided.

**17. Second Ceilings / Intervention in the fabric of a building:** Hall components and technical equipment may not be stressed by the superstructure of the stand or exhibits. Exhibitors may build around hall pillars/hall support beams within the stand area avoiding damage and within the approved headroom. Second ceilings coming off the hall ceiling are only permitted for intended technical equipment and may only be performed by Messe und Congress Centrum Halle Münsterland or one of their specialist contractors.

**18. Electrical Installations / Water Supply:** Connections to the existing main power supply can only be performed by Messe und Congress Centrum Halle Münsterland themselves or by approved specialist contractors who are familiar with the place of public assembly. For relevant work within the stand it is also recommended to appoint specialist contractors authorised by Messe und Congress Centrum Halle Münsterland. All electrical equipment must be installed in accordance with the most updated safety regulations of the German Electro-Technical Association (VDE). VDE 0100, 0128 and ICE 60363-7-711 must be observed in particular.

**19. Decoration Materials:** Decoration materials must be in accordance with DIN 4102, at least B1 or at least Category C as per EN 13501-1, i.e. they must be flame resistant. Only certain materials can be rendered flame resistant by subsequent treatment with a flame resistant substance. The applied flame resistance substances must be officially approved. The highly inflammable certification or a certification that the required impregnation has occurred must be disclosed at the stand for inspection at any time.

**20. Use of Balloons and flying objects:** The use of helium balloons and other flying objects in the halls and on the open-air ground is subject to approval by Messe und Congress Centrum Halle Münsterland.

**21. Trees and Plants:** Decorations made out of natural plants may only be kept on the premises providing they are still fresh. Bamboo, reed, hay, straw, bark mulch, turf (fir-) trees without bulbs or similar materials do not meet the stipulated specifications (ignition hazard due to tobacco products). The Fire Brigade will make decisions on any exceptions.

**22. Waste-, Scrap-, Residue Containers:** Scrap and residue containers made out of flammable materials may not be set-up at the stands. Scrap and

residue containers at the stands must be emptied on a regular basis, no later than every night after tradeshow closing time. If larger quantities of inflammable waste accumulates, these must be disposed off several times during the day.

**23. Empties, Packaging:** The storage of empties, packaging and packaging containers of any type situated at and outside of the stand in the hall is prohibited. Accumulated empties, packaging and packaging containers must be removed immediately.

**24. Smoking Ban:** Smoking is prohibited within Messe und Congress Centrum Halle Münsterland. The smoking ban must be observed and enforced by every exhibitor at their stand.

**25. Fire Extinguisher:** We recommend that suitable and inspected fire extinguishers are available at every stand.

**26. Pyrotechnics:** Pyrotechnical presentations must be officially approved and the organiser as well as Messe und Congress Centrum Halle Münsterland must be notified.

**27. Laser Equipment. the operation of certain types of laser equipment must be in accordance with the regulations of the Employers Liability Insurance Association** and the relevant authorities must be notified. The notification must be accompanied by the written contract commissioning the services of a laser safety specialist to operate the laser equipment. In addition the organiser must be notified of the intended operation.

**28. Fog Machines:** The operation of fog machines is subject to approval by Messe und Congress Centrum Halle Münsterland, in order to avoid accidental activation of the Fire Alarm System.

**29. Hot Plates, Flood Lights, Transformers:** All heat-generating and heat-developing electrical equipment must be assembled on non-inflammable, heat-resistant, asbestos-free underlay for extra protection. A sufficient large distance to inflammable substances and relevant to the heat development must be ensured. Lighting fixtures must not be attached to decorations or similar object. Please remember to switch off any electrical cooking equipment or other equipment which could expose danger when in operation and left unattended at the end of the daily opening hours.

**30. Advertising Material / Advertising:** Arbitrary advertising campaigns outside your own stand (i.e.: handing out brochures, displaying advertising posters/signs) are prohibited.

**31. Acoustic and Visual Demonstrations:** The operation of acoustic equipment as well as audio-visual presentations of any type by the exhibitor is subject to the approval of the organiser of Messe und Congress Centrum Halle Münsterland and must be submitted in writing. The acoustic levels must not exceed 60 dBA during musical performances. If these regulations are repeatedly breached, the electricity supply to the stand of the exhibitor can be shut off without considering the associated supply to the stand. Compensation claims lodged by the exhibitor for direct or indirect damages due to the power-cut is excluded. The onus of proof for complying with regulations lies with the exhibitor.

**32. Musical Playback (GEMA):** in accordance with legal requirements (Copyright Law), the approval of the Association for musical performance laws and mechanical right of reproduction laws (GEMA) is required for any type of musical playbacks. Musical playbacks which have not been registered can result in a claim for damages by GEMA.

**33. Explosive Substances / Ammunition:** Explosive substances underlie the Explosives Law in the relevant current version and must not be used or displayed at tradeshow.

**34. Spray Guns, Pyroxylin Varnish:** the use of spray guns as well as pyroxylin varnishes is prohibited.

**35. Inflammable Liquids** and inflammable gases must not be used or stored at the stands. Operating any type of gas burners is prohibited.

**36. Ethyl Alcohol and Mineral Oils** (fuel, kerosene, etc.) must not be used for the purpose of cooking, heating or operational purposes.

**37. Cut-Off Grinding Work, Heat Treatments and all types of work with an open flame:** Welding, cutting, soldering, sanding, cut-off grinding and other work which involves an open flame or flying sparks is prohibited. In exceptional cases a permission slip may be issued by Messe und Congress Centrum Halle Münsterland for work involving fire with special safety conditions (Permission slip for fire hazardous work). This is subject to a written application in addition to detailed description of the work.

**38. CE-Labeling of Products:** Products which are not accompanied by a CE-conformation certificate and do not meet the requirements in accordance with § 4 Section 1 or 2 of the Law on Technical Work Equipment and Consumer Products (GPSG) may only be exhibited if a clearly visible sign indicates that these requirements have not been fulfilled and can only be obtained within the European Union once the relevant conformity has been produced. Required precautions must be taken for protection of persons during a presentation.

**39. Modification of stand constructions which are not in accordance with regulations/Auxiliary Constructions:** set-ups, fittings, equipment and decorations (materials) which have been brought into the hall and have not been approved, are not in accordance with these regulations or those of VStättVO NRW (Regulations on a place of public assembly – North-Rhine Westphalia), are not permitted to be set-up in the place of public assembly and if required, must be removed or modified at the cost of the exhibitor. This also applies to an execution by substitution through the organiser. A partial or total closing down of a stand can be ordered based on valid reasons, in particular in the event of severe safety deficiencies.

**40. Dismantling of the Exhibition Stand:** The exhibition areas must be left in their original condition after dismantling the stands. The exhibitor is liable for damages to the ceilings, walls, floors and installation equipment. Adhesive strips must be removed without leaving any residue.

Any damages of the hall, its fittings as well as outside facilities caused by the exhibitor or their contractors must be advised to the Messe und Congress Centrum Halle Münsterland under any circumstances.

**41. Waste Management / -separation:** Providing the exhibitor does not submit a request to the organiser of Messe und Congress Centrum Halle Münsterland to arrange for waste disposal, they must make their own arrangements at their own cost. Packaging materials and waste must not be stored in the hall during the event.

Januar 2009, Messe und Congress Centrum Halle Münsterland GmbH

# General Terms and Conditions for Exhibitions of the FAMA

## Fachverband Messen und Ausstellungen e. V.

### (Special Association for Fairs and Exhibitions)



#### 1. Application

The stand shall be booked using the application form. The applicant is bound by application for seven days after the closing date for applications given in the "Special Terms and Conditions for Exhibitions" and not longer than six weeks prior to the opening of the exhibition if authorization has not been granted in the meantime.

If an application is received later or after the closing date for applications, the applicant shall be bound by a fortnight.

#### 2. Acknowledgement

With this application, the applicant acknowledges the "General Terms and Conditions of the FAMA, Fachverband Messen und Ausstellungen e. V.", the "Special Terms and Conditions for Exhibitions", applying to the particular exhibition, and the domiciliary rights as binding upon itself and all persons employed by the exhibitor.

All statutory, labour and trade regulations are to be observed, particularly those concerning environmental protection, fire safety, accident prevention, company identification and price labelling.

#### 3. Admission

The right to admit exhibitors and individual exhibits is incumbent solely on exhibition management if necessary with the assistance of the exhibitors' advisory board or the exhibition committee. The organizer is entitled to limit the number of registered exhibits and to alter the amount of registered floor space if conceptionally necessary.

The organizer may exclude individual exhibitors and supplier from the exhibition for legitimate reasons, such as lack of space. The organizer may restrict exhibition admission to particular exhibitors, supplier or visitor groups should this be required to serve the purpose of the exhibition. The exclusion of competing exhibitors may not be requested or confirmed.

The contract between the organizer and exhibitor is considered concluded upon receipt of the admission confirmation or invoice by the exhibitor. Granted admission may be cancelled if the conditions required for such admission are not or no longer fulfilled.

The exhibition management is entitled to terminate the contract immediately should the exhibitor remain in default despite two previous default notices. In such a case, 25% of the stand rent shall be charged to cover any resulting expenses.

Should justified complaints or objections be made in connection with exhibited merchandise or the business practice of a participating company, the exhibition management is entitled and authorized to act in the interest of all concerned and remedy the problem accordingly.

Moreover, the exhibition management has the right to cancel existing contracts for subsequent exhibitions due to the non-fulfilment of fundamental conditions laid down in the contract.

The exhibition of non-admitted, unregistered or used merchandise is prohibited.

#### 4. Changes — Force majeure

Unforeseen events making the planned realization of the exhibition impossible and for which the organizer is not responsible entitle the latter to

- a) Cancel the exhibition prior to its opening.

If cancellation takes place more than 6 weeks but not more than 3 months prior to the opening date, 25% of the stand rent will be charged to cover costs.

If cancellation takes place in the last 6 weeks prior to the opening date, the contribution towards expenses shall be raised to 50%. Furthermore, any expenses incurred at the exhibitor's request shall be paid as well. If the exhibition must be closed on account of force majeure or by an official order, stand rent and all the costs to be borne by the exhibitor are to be paid in full.

- b) Postpone the date of the exhibition.

Exhibitors who can prove that the exhibition will then coincide with another exhibition for which the exhibitor already have a firm booking may be released from the contract.

- c) Shorten the duration of the exhibition or break it off.

Exhibitors are not entitled to be released from the contract. Nor will any reduction in the stand rent be allowed.

In all cases, the organizer shall make decisions of such serious nature in cooperation with the appointed committees or exhibitors or advisory boards and give notice as early as possible. Claims for damages are barred for both parties in all cases.

#### 5. Withdrawal

Should the organizer exceptionally permit the withdrawal from the contract after the confirmation of the exhibitor's application or admission, 25% of the rent shall be charged as well as any expenses incurred by the exhibitor out of existing orders upon the request of the exhibitor. In this case, the exhibitor has the right to prove that no or little damage has been caused to the organizer.

Application for rescission of the contract must be made in writing. It shall be deemed to be legally binding only if the organizer also gives its consent in writing.

The exhibition management may make such rescission depend on a subsequent rental to another exhibitor. Rental to a new exhibitor corresponds to a release from the contract for the original exhibitor, but the latter shall pay any difference between the actual and the original rent, plus any contributions payable pursuant to paragraph 1.

If the stand cannot be rented to any other exhibitor, the exhibition management is entitled to move another exhibitor to the unoccupied stand or to fill the stand in some other manner. The original holder is not entitled to claim any reduction in the stand rent. Any costs incurred for decoration or filling the unoccupied stand shall be borne by the original holder.

#### 6. Stand Assignment

Stands shall be assigned by the exhibition management on the basis of the concept and theme of the exhibition. The date of receipt of the application is irrelevant. Special requests shall be taken into consideration where possible.

The exhibitor shall be notified in writing of the location of the stand. As a rule, notification hereof is given in connection with the admission confirmation and hall and stand number. Complaints must be made in writing within 8 days of receipt of notification.

The exhibitor is obliged to accept a minimal reduction in assigned floor space, where this is required for technical reasons. The reduction may be a maximum of 10 cm in width and length respectively and does not constitute reasons for rent reduction. This does not apply for prefabricated stands or system stands that have been expressly registered as such.

A stand may only be relocated for mandatory reasons. The exhibition management is obliged to offer the respective exhibitor an equivalent stand floor space. The exhibitor is entitled to cancel the contract without mutual indemnification within two days after notification. The withdrawal shall be made in writing. The above provision does not apply to stands that are moved a few metres in the same hall.

The exhibition management reserves the right to alter the location of entrances, exits, emergency exits and passages where this considered necessary.

The exhibition management is obliged to notify exhibitors in writing of any alterations referring to the location, size or type of stand.

#### 7. Subletting, co-exhibitors, assignment of a stand to a third party, sale on behalf of third parties

The exhibitor is not authorized to sublease or relinquish, in whole or in part, the assigned stand to a third party. Moreover, the exhibitor is not entitled to exchange the assigned stand or accept orders on behalf of other companies without the consent of the exhibition management.

Authorized co-exhibitors are obliged to pay a fee. Unauthorized subleasing or transfer of the stand to a third party shall result in a surcharge of 50% of the stand rent to be paid by the exhibitor, where the exhibition management has not requested the subtenant to vacate the stand.

Order books have to contain the addresses of both supplier and stand tenant, except the exhibitor is using its own order books. The order form has to show which exhibitor and purchasing company concluded the purchase order.

#### 8. Joint and several liability

If several exhibitors rent a stand together, each of them is jointly and severally liable.

In the application, they shall name an authorized representative and the exhibition management need only negotiate with the latter.

Notices to the authorized representative named in the application shall be deemed to be notices to the exhibitor or exhibitors (in the case of joint stands).

#### 9. Rental fees and expenses

The rental fees for stands and surcharges for corner, head and block stands are shown in the "Special Terms and Conditions for Exhibitions". The exhibitor shall be informed in advance, if so requested, of the costs of supply systems to be installed at its request and of other subsidiary services, e. g. gas, water, electric power supplies.

The exhibitor's AUMA (German association for fairs and exhibitions) contribution is calculated net per rented square metre and shown separately on the invoice.

#### 10. Terms of payment

- a) Due date

Invoiced amounts shall be paid punctually, namely 50% within 30 days of invoiced date, the remainder by 6 weeks prior to the opening date, unless otherwise agreed in writing or otherwise specified in the "Special Terms and Conditions for Exhibitions". Invoices issued later than 6 weeks prior to the opening date shall be due immediately in full.

b) Default

Interest shall be charged at a rate of 3% above the discount rate determined by the ECB (European Central Bank) from due date. The exhibition management has the right to dispose of stands whose exhibitors have not heeded repeated default reminders at its own discretion. Moreover, the exhibition management may refuse to issue exhibitor passes and refuse the exhibitor the use of the stand (see Item 5).

c) Lien

The organizer holds a lessor lien for all unfulfilled obligations and resulting expenses and applies to all exhibits brought to the exhibition. The organizer is not liable for accidental damage or loss of goods covered by the lien and has the right to sell such goods upon written notification hereof. It is assumed that the exhibitor is the sole proprietor of the goods concerned.

**11. Design and outfitting of the stand**

During the exhibition the name and address of the exhibitor shall be displayed in an easily recognizable form. The exhibitor is responsible for outfitting his stand, within the scope of any instructions on the part of the organizers with respect to a standardized form of construction. The guidelines issued by the exhibition management should be adhered to ensure a unified appearance. If the exhibitor sets up its own stand, one may be required to submit measured drawings, for approval prior to commencing work. The use of pre-fabricated and module-system stands should be expressly stated in the application. The name of the firms commissioned to execute the design and construction work on the stand shall be submitted to the exhibition management. Stand boundaries may not be crossed under any circumstances. The prescribed height of the stand may not be exceeded without the expressly written consent of the exhibition management.

The exhibition management is authorized to request the removal or alteration of exhibition stands whose installation has not been approved or does not conform to exhibition requirements. Should the exhibitor fail to comply with this written request within 24 hours, the exhibition management is entitled to remove or alter the stand at the exhibitor's expense. If it is necessary to close the stand for the same reason, the exhibitor is not entitled to claim reimbursement of the stand rent.

**12. Advertising**

In any form whatsoever, particularly the distribution of printed materials and the addressing of visitors, is permitted only within the stand.

The use of loudspeaker systems, musical performances and film or slide projection any kind of - even for advertising purposes - requires express approval, and notice must be given well in advance.

Demonstrations involving machines, acoustic equipment, projection equipment and modems, even for advertising purposes, may be restricted or prohibited after permission if such demonstrations are considered a disruption of the general order of the exhibition. If the organizer operates a loudspeaker system, the exhibition management reserves to pass on announcements.

**13. Construction**

The exhibitor is obliged to complete the construction of the stand within the deadline specified in the "Special Terms and Conditions for exhibitions". If construction has not been commenced at noon the day before the opening of the exhibition, the organizer has the right to dispose of the stand at its own discretion. Moreover, the exhibitor is liable to the exhibition management for the agreed stand rental fee and any other incurred expenses. Under no circumstances the exhibitor is entitled to damage claims.

Complaints concerning the location, size or type of stand must be made in writing to the exhibition management before stand construction has commenced and no later than one day after the specified commencement date.

All materials used for construction must be fireproof.

**14. Passes**

Each exhibitor shall be issued the following passes free of charge for the required stand and operating personnel:

Up to 10 sq. metres, 2 passes, and if needed, one other pass for each full 10 sq. metres of stand area in halls or every 50 sq. metres outdoors, but not more than 10 passes in all.

If the necessity is proved, up to half the number of passes issued free of charge will be issued additionally and charged for. For the period of erection and dismantling, the exhibition management reserves the right to issue work passes. If improperly used, a pass will be withdrawn without indemnification.

**15. Stand supervision**

The exhibitor shall outfit its stand with the registered exhibits for the duration of the exhibition, and, unless the stand has been expressly rented purely for representation, the latter shall employ trained personnel.

The exhibition management is responsible for keeping the exhibition premises, halls and passages clean. The exhibitors are responsible for cleaning the stands and shall perform this work daily after the exhibition is closed.

The exhibitor is requested to avoid and to separate the waste. Additional costs for sewage and refuse disposal are charged to the cause.

**16. Dismantling**

No stand may be vacated, in whole or part, prior to the closing of the exhibition. Exhibitors violating this provision shall be charged with a fine of 50% of the stand rent.

Exhibits may not be removed after the termination of the exhibition, if the exhibition management has asserted its lien right. Notification hereof shall be given to the representatives of the stand proprietor present at the stand during the exhibition. The removal of exhibits despite notification shall be considered as a violation of the lien. The exhibitor is liable for any damage to the floor, walls and materials leased or lent to the exhibitor by the exhibition management.

The exhibition floor space used by the exhibitor shall be left in its original condition not later than the deadline specified to completely vacate this area. Any mounted materials, foundations, excavated areas and resulting damage are to be completely removed and/or repaired. Otherwise the exhibition management is entitled to have this work carried out at the expense of the exhibitor. Further damage claims remain unaffected.

Exhibition stands which are not dismantled until the specified deadline or left exhibits are removed at the expense of the exhibitor. The exhibits are stored with non-warranty of the organizer at the exhibition forwarding remover.

**17. Utilities**

General illumination shall be provided at the organizer's expense. If connections are desired, this shall be stated in the application. Installation and consumption shall be at the exhibitor's expense.

In the case of ring cables, costs shall be shared on a pro rata basis. All installation work up to the stand outlet may be performed only by firms approved by the exhibition management. These firms will be commissioned to perform such work through the exhibition management and with its approval, and they shall present their statements for installation and consumption directly to the exhibitors in compliance with the price guidelines issued by the exhibition management.

Terminals and equipment that do not comply with the relevant regulations - in particular VDE regulations - or whose consumption is higher than reported, may be removed from the exhibition premises at the exhibitor's expense or put out of order.

The stand tenant shall be liable for all damage caused by the use of unregistered terminals, or by installations that have not been executed by the approved installation firms.

The exhibition management is not liable for interruptions or fluctuations that may occur in the power, water, gas and air pressure supplies.

**18. Security**

The grounds and the halls shall be generally guarded by the organizers without liability for losses or damage.

The exhibitor is solely responsible for supervising and guarding its stand, also during construction and dismantling periods. Special guards may be employed only with the consent of the exhibition management.

**19. Liability**

The organizer is not liable for damage to exhibits or stand equipment or any consequential damage.

Liability is limited to intentional damage and gross negligence, where proof that the damage has been incurred by the organizers has been provided.

**20. Insurance**

Exhibitors are strongly advised to insure their exhibits accordingly and acquire liability insurance at their own expense.

**21. Photographs, Drawings, Films**

Professional photographs, drawings and films may only be made on the exhibition grounds by authorized companies or individuals.

**22. Domiciliary rights**

The exhibition management is the legal occupant of the exhibition premises. It may issue rules of the house.

Exhibitors and their employees may enter the premises and the halls only one hour prior to the opening of the exhibition.

They have to leave the halls and premises of the exhibition at the latest one hour after closing time.

It is prohibited to remain on the premises overnight.

**23. Clause of forfeit**

Exhibitors' claims against the organizers that have not been submitted in writing at the latest within 2 weeks after termination of the exhibition are forfeited.

**24. Amendments**

Agreements that deviate from the "General and Special Terms and Conditions for Exhibitions" are only effective when confirmed in writing.

**25. Place of performance and court of jurisdiction**

The place of performance and the court of jurisdiction are at the domicile of the organizer, even in cases where claims are pressed by way of summons, unless otherwise provided in the "Special Terms and Conditions for Exhibitions".

Reprints of this publication or any parts thereof are not permitted.

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