

General Trade Fair and Exhibition Terms and Conditions

1 Registration

Booth floor space is booked by means of the registration form. The registrant is bound to his registration until eight days after the registration deadline specified in the "Conditions of Participation", but no longer than until six weeks before the trade fair or exhibition opens, in so far as approval has not already been issued. Registrants whose registration forms are received later, or after the registration deadline has elapsed, are bound to their registration for a period of 14 days.

2 Acceptance of the Trade Fair and Exhibition Terms and Conditions

In submitting his registration forms, the exhibitor acknowledges his binding acceptance of the "General Trade Fair and Exhibition Terms and Conditions", the "Terms and Conditions of Participation" which are valid for the respective event, the "Prices and Terms of Sale", the "Technical Documentation" and the "House Rules", on behalf of himself and all personnel engaged by himself at the event.

In the event of contradictions amongst the various agreements, the following order of priority shall apply:

- Exhibitor Contract / Booth Registration
- Terms and Conditions of Participation
- General Trade Fair and Exhibition Terms and Conditions
- Prices and Terms of Sale
- Technical Documentation
- House Rules

3 Approval

The promoter, and if applicable in cooperation with the exhibitor advisory council, shall decide upon approval of the exhibitor and the goods listed in the commodities index. The promoter reserves the right to reject exhibitor registrations. He also reserves the right to restrict the number of registered exhibition booths and to make changes to the amount of registered exhibition floor space for conceptual reasons. The contract between the promoter and the exhibitor comes into force upon receipt of acknowledgement of approval or invoice by the exhibitor.

The promoter does not make any assurances regarding the exclusion of competitors. The exhibition and sale of non-registered and/or non-approved goods is prohibited.

4 Changes, Force Majeure

If unforeseen events which are beyond the control of the promoter make it impossible to hold the trade fair or exhibition as scheduled, the promoter is authorised to:

a) Cancel the trade fair or exhibition before it opens. If cancellation becomes necessary more than six weeks, but no more than three months before the scheduled opening of the event, 25% of the booth floor space rental fee shall be charged as a contribution to help cover incurred costs. If cancellation takes place during the last six weeks before the event is scheduled to open, this contribution is increased to 50%.

Beyond this, costs already incurred due to arrangements initiated by the exhibitor must be paid as well. If the trade fair or exhibition must be closed as a result of force majeure or by order of government authorities, booth floor space rental fees and all other costs to be borne by the exhibitor must be paid in full.

b) Reschedule the trade fair or exhibition. Exhibitors who can substantiate the fact that rescheduling results in a scheduling conflict with another trade fair or exhibition for which firm reservations have already been booked may demand acquiescence to withdraw from the contract.

c) Shorten the trade fair or exhibition. Exhibitors are not permitted to withdraw from the contract in this case, nor does any reduction of booth floor space rental fees apply. In all such cases, the promoter should always make crucial decisions of this sort in cooperation with the appointed committees, or trade fair or exhibitor advisory councils, and announce them as early as possible. Claims for the compensation of damages are excluded for both parties to the contract in any case.

5 Termination, Withdrawal

The promoter is entitled to terminate the contract, effective immediately, in the case of past due payment, if payments from the exhibitor remain more than 14 days past due after issuance of written reminder. Notwithstanding his continuing liability for booth floor space rental fees and costs, the exhibitor shall be required to pay a fee in such cases amounting to 25% of the booth floor space rental fees in order to cover already incurred costs.

If, after receipt of a binding registration or approval, the promoter agrees to withdrawal by way of exception, 25% of the rental fees shall be paid in order to compensate for incurred costs, as well as any already incurred costs resulting from orders arranged for by the exhibitor which have already been placed. The exhibitor retains his right, even in the case of past due payment as set forth in paragraph 1, to substantiate the fact that the promoter has incurred no, or lesser damages. Requests to withdraw from the contract must be submitted in writing. Such requests do not become legally binding until the promoter issues written consent.

The promoter has the right to make withdrawal dependent upon his success in renting the respective booth floor space to another party or parties. If the floor space can be rented to another party or parties, withdrawal from the contract becomes effective, although the original exhibitor is responsible for the payment of any difference between actual and agreed upon rental fees, plus amounts resulting from paragraph 2 above.

If the respective booth floor space cannot be rented to another party or parties, the promoter is free to move another exhibitor to the otherwise vacant floor space, or to otherwise occupy the respective floor space at his own discretion in the interest of overall event appearance. The exhibitor is not entitled to any reduction in booth floor space rental fees in this case. Costs incurred for decoration and/or occupying the respective vacant floor space shall be borne by the exhibitor.

6 Rental Fees, Costs, Turnover Tax

The stipulations set forth in the promoter's Exhibitor Contract, General Trade Fair and Exhibition Terms and Conditions, Terms and Conditions of Participation and Prices and Terms of Sale apply to booth floor space rental fees, as well as charges and costs for all types of other services (including costs for supply equipment and other services provided upon request of the exhibitor such as the supply of gas, water, electrical power etc.).

The promoter is entitled to charge an administrative fee per square metre of exhibition floor space for the AUMA-

Ausstellungs- und Messeausschuss der deutschen Wirtschaft e.V. (Association of the German Trade Fair Industry), which is listed as a separate line item in the invoice. This fee is charged (in accordance with the articles of association of AUMA e.V.) on behalf and for the account of the AUMA e.V. Any legally applicable turnover tax is added to all quoted prices.

7 Terms and Conditions of Payment, Lessor's Lien

50% of the promoters anticipated total fees shall be billed to the exhibitor and become due and payable as soon as the contract comes into force. The remaining 50% shall be billed by the promoter and become due and payable no later than 10 weeks before the event opens. In the event of contracts which are closed after this point in time, the promoters anticipated total fees shall be billed in full and become due and payable immediately.

Any other amounts payable to the promoter (in particular, but not limited to, supply services for gas, water, electrical power etc.) become due and payable upon receipt of invoice.

Exhibitor IDs are only issued after receipt of all of the promoter's fees which have become due and payable as of the respective point in time. The exhibitor is liable for all direct and indirect consequences resulting therefrom.

Notwithstanding his right to terminate the contract in accordance with section 5, the promoter may, after unsuccessful dunning and with appropriate notification, make other use of booth floor space, the fees for which have not been paid in full, and refuse to hand over the respective booth floor space and issue exhibitor IDs. The promoter is entitled to a lessor's lien on all trade fair or exhibition objects brought to the exhibition centre for all unfulfilled obligations and costs resulting therefrom. Section 562 a, sentence 2 of the BGB (German Civil Code) does not apply. The promoter assumes no liability for damage to and/or loss of lien objects due to no fault of his own, and is entitled to sell distrained articles in the open market after submitting written notification. It is assumed in such cases that all objects brought to the exhibition centre by the exhibitor are his own, unrestricted property.

8 Joint and Several Liability

If several exhibitors rent a single booth floor space area, each of them is liable as a co-debtor. The exhibitors must name a common authorised representative in the registration form as a sole contact person for the promoter. Missives addressed to the named representative are deemed missives intended for the exhibitor or exhibitors.

9 Co-Exhibitors and Additionally Represented Companies, Subletting

The exhibitor (primary exhibitor) must name all co-exhibitors and additionally represented companies. A contractual relationship exists with the primary exhibitor alone.

Co-exhibitors and additionally represented companies are companies who exhibit at the exhibitor's booth with their own products and booth personnel (co-exhibitors), or with products only (additionally represented companies). They are listed in the trade fair catalogue, in which they are accordingly identified. The exhibitor is not authorised to sublet or otherwise relinquish booth floor space which has been allocated to him, either in its entirety or any part thereof, or to trade it or accept orders for other companies without obtaining approval from trade fair or exhibition management. The promoter does not charge any fees for co-exhibitors and/or additionally represented companies.

10 Exhibitor IDs

Admittance to the trade fair grounds is only permitted upon presentation of an exhibitor ID issued by the promoter. Exhibitor IDs may only be used by the exhibitor named therein, his booth personnel and his agents. Exhibitor IDs may not be transferred to any other persons and shall be revoked without compensation in the case of misuse.

11 Booth Floor Space Allocations

Booth floor space is allocated by the promoter in accordance with his pavilion planning scheme in consideration of factors which are stipulated by the concept and subject matter of the trade fair or exhibition. Booth layouts and/or locations specified in the registration form represent the express desires of the exhibitor, which may be accommodated by the promoter at his own discretion. If the preferred booth layouts are no longer available, the exhibitor must accept other booth layouts. Exhibitors are notified of booth floor space allocations in writing, which are forwarded along with floor space confirmation as a rule. Any objections must be submitted in writing within eight days after receipt of notification of booth floor space allocations.

For technical reasons, the exhibitor must reckon with a minimal reduction of allocated booth floor space. This reduction may amount to as much as 10 cm in both width and depth, and does not entitle the exhibitor to reduced floor space rental fees. This does not apply to booths listed explicitly as prefabricated booths or system booths. The promoter reserves the right to relocate entrances, exits, emergency exits and aisles if this should become necessary for compelling reasons.

12 Booth Erection

Booth erection work may not commence before the specified initial erection day. Exceptions are only permitted with the written consent of the promoter, and additionally incurred costs resulting therefrom shall be borne by the exhibitor. Booth erection must be completed no later than 12 hours before the respective event opens. Otherwise, the promoter is entitled to make use of the respective booth floor space at his own discretion. Tardy exhibitors are nevertheless liable for the agreed upon booth floor space rental fees, as well as for any additionally incurred costs (decoration etc.). The exhibitor is not entitled to any claims for compensation of damage in such cases. Allocated rental floor space is appropriately identified by the promoter, and the exhibitor's booth must be erected within the confines of the identified area.

Objections regarding the location, type or size of the allocated booth floor space must be submitted in writing to trade fair or exhibition management before the exhibitor begins booth erection, and in any case no later than on the day after the specified initial erection day.

13 Booth Layout and Features

The name and address of the booth occupant must be affixed to the booth in a plainly recognisable fashion for the entire duration of the event. Within the framework of any uniform setup which may be specified by the promoter, the features with which the booths are equipped are left to the discretion of each exhibitor. Specifications stipulated by trade fair or exhibition management must be adhered to in the interest of making a good overall appearance. Plans for all booths and advertising spaces must be submitted to the promoter. The use of prefabricated or system booths must be specified explicitly in the registration form. Minimum requirements

include clean walls at booth boundaries to the exhibitor's neighbours and a suitable floor covering which has been approved by the promoter. The following stipulations must also be adhered to: Overall booth height amounts to 3.50 metres. This height may not be exceeded without the express consent of the promoter, which depends upon the technical circumstances prevailing at the respective exhibition centre and the reactions of exhibitors with directly neighbouring booths. Beyond this, exhibitors must submit a booth statics report in order to obtain approval for multilevel booths. A rental fee amounting to 50% of the price per square metre for basic floor space shall be invoiced for each additional square metre of floor space gained through the use of an additional level or levels. Signs and lettering may not protrude above the upper edge of the booth. In the case of multilevel booths (as well as towers and pylons), lettering must be affixed such that it can be plainly recognised as belonging to the associated booth, and may not obstruct the view of any neighbouring booths. Lettering may only be affixed to any sides of the booth which face a neighbouring booth after receiving approval from the promoter and written consent from the occupant of the neighbouring booth or booths. The promoter reserves the right to require changes regarding the placement of signs.

The maximum overall height for booths used out of doors must comply with the promoter's written directives, which are issued upon the basis of a sketch submitted by the exhibitor. All materials used for booth erection and decoration must be flame resistant (class B1 building materials in accordance with DIN 4102, see also "Fire Prevention Stipulations" in the leaflet entitled "Prices and Terms and of Sale"). If the promoter ascertains any violation of these requirements and if the exhibitor is not willing or able to remedy the situation immediately, the promoter may impregnate or remove all non-compliant booth components at the exhibitor's expense. Safety equipment (fire extinguishers, fire alarms, hydrants etc.) and informative signs related to safety equipment may not be blocked or covered. The same applies to distributor cabinets for all types of supply lines (electrical, telephone, EDP etc.). The installation of foundations, as well as drilling holes in and attaching anchors to the pavilion floor, or any other modifications to the structure of the pavilions or outdoor grounds, is only permitted after receiving express written consent from the promoter.

Direct painting of, as well as direct attachment of lettering or gluing of anything to the pavilions, their individual components or their accessories is prohibited. The exhibitor is liable for damages of any sort which result from modifications, even those which have been approved, on behalf of himself, as well as his agents and any co-exhibitors. Any repair and maintenance work which becomes necessary may only be executed by the promoter or his designated service provider. The above listed conditions apply analogously in the case of damage to outdoor grounds.

Trade fair or exhibition management has the right to demand that booths, whose construction has not been approved or which do not comply with the specified conditions, shall be modified or removed. If the exhibitor does not comply with a demand of this sort without delay, removal or modification may be carried out by the promoter at the exhibitor's expense. If the booth must be closed for this reason, the exhibitor is not entitled to claim any refund of floor space rental fees.

14 Contract Mediation / Service Contractors

Skilled handiwork (carpentry, painting, wall papering, electrical work, plumbing etc.), which is not carried out by the

exhibitor's own employees, may only be contracted for with the service contractors specified by the promoter or the owner of the pavilion. Contracts are mediated by the promoter (see also the leaflets entitled "Technical Documentation" and "Prices and Terms of Sale"), and the exhibitor enters into a contract directly with the service contractor.

15 Booth Operations

The exhibitor is required to keep the declared goods on display at his booth for the entire duration of the trade fair or exhibition and, in so far as the respective booth floor space has not been rented expressly for the purpose of a representative's booth, the booth must be manned with competent personnel. The promoter shall arrange for cleaning of the grounds, the pavilions and the aisles. Booth cleaning is the responsibility of the exhibitor, and must be carried out each day after the trade fair or exhibition closes. Exhibitors undertake to avoid waste, and to separate trash according to recyclable materials. Additional disposal costs shall be invoiced in accordance with the "polluter-pays principle". Parties and other similar events may only be held at the exhibitor's booth, whether during, after or before general opening hours, with prior written approval from the promoter.

16 Surveillance

General surveillance of the trade fair or exhibition grounds and pavilions is provided for by the promoter without assuming any liability for losses and/or damages.

The exhibitor assumes sole responsibility for supervision and surveillance of his booth, as well as any displays and other objects kept in his booth, during erection and dismantling times as well. The exhibitor undertakes to keep easily transportable, valuable objects under lock and key outside of general opening hours. The exhibitor is advised to procure corresponding insurance coverage. Security personnel is not authorised to accept surveillance contracts or contracts of any other sort from the exhibitors. If desired, the exhibitor may enter into a contract for booth surveillance, which shall be mediated by the promoter. For reasons of security and due to insurance considerations, only the service contractors specified by the promoter are permitted to accept surveillance contracts (see also section 14). Except during the trade fair's or exhibition's erection and dismantling times, surveillance of the booths by the exhibitors' own personnel or any other third parties is prohibited.

17 Advertising

Advertising of any type, in particular the distribution of printed advertising materials and orally addressing visitors, is prohibited throughout the entire trade fair or exhibition centre, including parking lots and access roads, except within the respective exhibitor's own booth and at any areas designated by the promoter for this purpose. Exceptions are only possible with written consent from the promoter.

The use of loudspeaker systems, musical and projector presentations and AV media of any sort by the exhibitor, also for advertising purposes, must also be approved in writing, and such approval must be requested in a timely fashion before booth erection. Permission to demonstrate machines, acoustic devices and projectors, and to show fashions, also for advertising purposes, may be restricted or revoked in the interest of maintaining orderly trade fair or exhibition operations, even after approval has been issued.

18 Liability Insurance

The promoter maintains insurance coverage, which is limited in many respects, for his legal liability. The exhibitors' liability is not covered by this insurance. Exhibitors are urgently advised to procure their own suitable liability insurance.

19 Safety Regulations, Media Hook-Ups

The exhibitor is required to observe generally recognised technical requirements, as well as work safety and accident prevention regulations, when setting up and operating machines and equipment. If safety equipment is removed from machines in order to better demonstrate their functions, danger zones must be secured with transparent safety barriers of adequate strength. The required original equipment or safety equipment must also be exhibited. Noise protection cubicles must be used for demonstrations held by the exhibitor which result in noise levels of greater than 75 dBA (e.g. high speed automatic stamping machines). Hook-ups of all types, all the way up to the booth connection, may only be installed by companies which have been approved by the promoter. Any desired hook-ups must be listed in the registration form. The promoter shall place orders with his service contractors for such hook-ups on behalf and for the account of the exhibitor (see also section 14). The costs of installation and media consumption are borne by the exhibitor.

The promoter assumes no liability for service interruptions to, or fluctuations of electrical power, water, gas and compressed air supply, or wastewater disposal. Hook-ups and equipment which do not comply with all applicable regulations, in particular VDE regulations and regulations established by the local power utility, may be removed or shut down by trade fair or exhibition management at the expense of the exhibitor. The exhibitor is liable for any and all damages which result from the use of unregistered hook-ups, as well as hook-ups which have not been installed by companies approved by the promoter. The exhibitor is also liable for any and all damages resulting from the operation of devices which are not in compliance with all applicable safety regulations which are valid at the trade fair or exhibition location.

20 Photography and Other Image and Audio Recordings

The production of commercial image and audio recordings of any sort, in particular photographs, films, video recordings and other image recordings, is forbidden throughout the entire trade fair grounds and facilities. Press representatives accredited by the promoter are the only persons excepted from this rule. If exhibitors desire photographs or other image recordings of their booths and displays, these must be ordered from the contract photographer who has been approved by the promoter. If the exhibitor would like to have such recordings produced by his own personnel, he must request written approval from the promoter before the trade fair opens. The promoter and the operator of the exhibition centre have the right to produce or commission the production of drawings, image recordings and audio recordings of trade fair booths, exhibited objects and individual displays for the purpose of documentation, or for their own publications. This right is extended to include recordings of the exhibitors' employees.

21 Conditions for the Use of Electronic Data Processing

If the exhibitor makes use of EDP equipment at his trade fair booth, he is required to utilise radiation-proof hardware. The promoter assumes no liability for interference to electronic data processing equipment caused by electronic interference fields.

22 Dismantling

Booths may not be vacated, neither entirely nor partially, before the trade fair or exhibition has ended. Exhibitors who violate this stipulation shall be required to pay a contractual penalty amounting to 50% of the respective booth floor space rental fees. Trade fair or exhibition objects may not be removed from the premises after the trade fair or exhibition has ended if the promoter has exercised his right of distraint. A communication to this effect must be submitted to all of the exhibitor's representatives who are present in the booth. If objects are nevertheless removed, the exhibitor is guilty of violating the promoter's right of distraint. The trade fair or exhibition floor space must be vacated in the same condition it was in when it was initially occupied by the exhibitor, no later than the deadline specified for completion of booth dismantling. The exhibitor is liable for any damage to the floor, the walls and any materials placed at his disposal either on loan or in return for rental fees. Used consumables, foundations etc. must be fully removed, and dug up areas must be returned to their original condition. Otherwise, the promoter has the right to contract for the execution of such work, as well as any necessary repairs, at the exhibitor's expense. Further claims for compensation for damage remain unaffected by this stipulation. Booths which have not been dismantled and trade fair or exhibition objects which have not been removed after the respective deadline has expired shall be removed and placed into storage at the premises of the promoter or a freight forwarder at the exhibitor's expense, in which case any liability for loss or damage is excluded. Obviously worthless objects, in particular packaging materials, trash etc., shall be disposed of at the exhibitor's expense.

23 Delivery and Removal of Goods

The promoter has designated a contract freight forwarder for the delivery and removal of trade fair or exhibition goods within the trade fair grounds, which offers cranes, forklifts and other equipment for hire (see the leaflet entitled "Technical Documentation"). No other companies are permitted to operate cranes, lifting equipment or motor powered shop trucks and transport vehicles on the trade fair or exhibition grounds.

The promoter is unable to receive shipments and assumes no liability for loss, damage or incorrect delivery, in so far as he is not guilty of malicious intent or gross negligence.

24 Storage of Empties

For reasons of safety, the storage of empties on or behind the exhibitor's booth floor space is not permitted for the entire duration of the event. The contract freight forwarder can be commissioned in writing to take possession of and store empties for a fee. If empties and or packaging materials are still present in the pavilions immediately before or during the event, the promoter has the right, after requesting the exhibitor to do so in vain or if the exhibitor cannot be contacted, to commission the contract freight forwarder to remove such materials at the exhibitor's expense. Empties and packaging materials are only insured if insurance has been requested in writing from the contract freight forwarder in accordance with the terms and conditions of the contract.

25 Violations of Contract Stipulations

In the event of serious violations of contractual agreements (including violation of trade fair conditions and/or legal regulations, or behaviour on the part of exhibitors or the

respective exhibitor's personnel or agents which jeopardizes an orderly sequence of events), as well as continued violation after issuance of warning, the promoter may have the respective booth closed. This also applies in particular if the exhibitor violates legal regulations, good ethical practice or the purpose of the trade fair, or pursues advertising activities for ideological, religious or political reasons. The promoter assumes no liability for the economic consequences of closing the respective booth. The exhibitor has no right to claim reduced floor space rental fees in such a case. The exhibitor is liable for all direct and indirect consequences of noncompliance with contractual and/or legal stipulations.

26 Insolvency Proceedings

If an exhibitor should become insolvent before the trade fair or exhibition opens, the promoter must be informed immediately. In such cases the promoter is entitled to demand adequate surety from the exhibitor, or otherwise to exclude him from the event and to dispose of booth floor space reserved by or allocated to the exhibitor at his own discretion. Section 5, paragraph 4, sentence 2 and section 5, paragraph 5 apply as well.

27 Data Security

The exhibitor is aware of the fact that the promoter stores all exhibitor data provided to him within the framework of contract fulfilment for the purpose of automatic data processing. The exhibitor expressly agrees to said data storage.

28 Promoter's Liability

Claims against the promoter for the compensation of damage are excluded, regardless of the type of breach of duty, including unlawful acts, in so far as the promoter is not guilty of malicious intent or gross negligence. In the event of violation of significant contractual obligations, the promoter is liable for any and all negligence, although only up to the maximum foreseeable amount of damage. No claims may be made for lost profit or saved expenditures, or based upon claims for compensation of damage filed by third parties, or any other direct or consequential damages, unless the promoter has extended a guarantee with the express purpose of protecting the exhibitor against such damages.

The above limitations of liability and exclusions apply neither to claims resulting from fraudulent intent on the part of the promoter, nor to damages resulting from death, bodily injury or impairment of health.

In so far as the promoter's liability is limited or excluded, this applies as well to the promoter's staff, employees, representatives and agents.

29 Forfeiture of Claims

Exhibitors' claims against the promoter which have not been filed in writing no later than two weeks after the trade fair or exhibition has ended are deemed forfeited.

30 Additional Agreements

Additional agreements do not become legally binding until they have been confirmed by the promoter in writing.

31 House Rules

Trade fair or exhibition management exercises authority over the trade fair or exhibition grounds and facilities, and has the right to enact house rules. Except during booth erection and dismantling times, exhibitors and their employees may not enter the grounds or pavilions until one hour before the trade fair or exhibition opens. They must vacate the pavilions and grounds no later than one hour after the trade fair or exhibition closes. No overnight stays are permitted on the grounds.

32 Severability

In the event that any individual provisions contained within the promoter's "Conditions of Participation" or provisions included in other agreements entered into by the parties to the contract are or become invalid, this shall have no effect on the validity of all other remaining provisions and agreements.

33 Applicable Law, Place of Performance, Court of Jurisdiction

The laws of the Federal Republic of Germany apply solely to all legal relationships between, on the one hand, the promoter, his employees, agents and helpers, and, on the other hand, the exhibitor, his employees, agents and helpers. Any disputes arising either directly or indirectly from the contractual relationship shall be settled by a competent court of law presiding at the location of the promoter's place of business, which is also the place of performance for both parties, in so far as the exhibitor is a merchant entered to the commercial register as a such, a legal entity under public law or a federal special fund under public law, or does not have a legal domicile in the Federal Republic of Germany. However, the promoter reserves the right to initiate legal proceedings at the legal domicile of the exhibitor.