

### A 1 Applications

All potential exhibitors wishing to take part in the event must express their wish to do so by fully completing and signing the "Application" form and submitting it to MMG by the application deadline (see B1). With the application, exhibitors express to MMG their serious interest in taking part in the event as exhibitors. All exhibits must be described precisely in the application form. Co-exhibitors and additionally represented companies must be named in the application form. The same particulars must be specified as for the exhibitor. Incomplete applications cannot be considered. This application procedure does not apply to organisers of joint stands. They are not exhibitors as defined by the Terms of Participation.

### A 2 Eligible exhibits and exhibitors

The exhibitor accepts that the Terms of Participation A and B and the Technical Guidelines are legally binding as soon as an application has been submitted. MMG sends the exhibitor a written placement proposal (stand offer). The exhibitor must accept this placement proposal within the set time limit. The exhibitor's acceptance of the placement proposal represents his contractual offer, from which the exhibitor cannot withdraw once it has been received by MMG. MMG's notice of admission also constitutes its acceptance of contract. As a general rule, the acceptance of contract occurs in such a timely manner as to provide the exhibitor with sufficient time for the appropriate preparation of his or her participation at the given event. The acceptance of contract can occur within a period of up to three months following the submission of the contractual offer. The acceptance of contract can also occur at a subsequent point in time if MMG has informed the exhibitor to this effect in text form prior to his or her submission of the contractual offer.

The length of the application acceptance period we have set is necessary because MMG is forced to organise relocations potentially impacting on exhibitors due above all to placement proposals that are rejected and subsequent applications submitted by further exhibitors.

Exhibitors do not have a legal claim to admission unless such a claim exists by law. Exhibitors who have not fulfilled their financial obligations vis-à-vis MMG, e.g. in respect of previous events, or have infringed the regulations governing the use of the New Munich Trade Fair Centre or M,O,C, or the Terms of Participation, may be excluded from admission.

MMG is entitled to withdraw from the contract or to terminate the contractual relationship without notice if admission was based on incorrect or incomplete statements by the exhibitor, or if, at a later date, the exhibitor no longer fulfils the conditions for admission.

Only such items as have been declared and admitted may be exhibited. Hired or leased items may not be exhibited. An exception is made in the case of objects which are not part of the given exhibitor's range of goods, but which are required for the exhibitor's display (e.g. for demonstration purposes). No products may be exhibited that were manufactured by way of exploitative child labour as defined under the provisions set out in ILO Convention 182.

Co-exhibitors may not be admitted, nor additional organisations represented, unless expressly specified in the notice of admission.

MMG reserves the right to deviate from the type, size, and location of the exhibition area desired by the exhibitor, to exclude certain exhibits from admission, and to impose conditions on admission. The exhibitor's reservations, conditions, and particular wishes (e.g. regarding location, exclusion of competitors, stand construction or design) will be taken into account only if expressly confirmed in the notice of admission. Space will be allocated according to MMG's requirements and the prevailing conditions, and in accordance with the classification system for the trade fair as applied by MMG at its own discretion, and not according to the order in which applications are received.

### A 3 Rental contract

The rental contract comes into force when MMG has notified the exhibitor in writing that he has been admitted. This generally occurs when layout planning has been completed. The allocation of the other stands, in particular of neighbouring stands, can change up until the time the trade fair opens. MMG is also entitled to relocate or close entrances to and exits from the trade fair grounds and halls, and to make other structural alterations. Exhibitors cannot make claims against MMG because of such changes. MMG may also subsequently, i.e. after the rental contract has come into force, change space allocations, and in particular change the location, type, dimensions and size of the exhibition area rented by the exhibitor, insofar as this is necessary for reasons of safety or public order, or because the trade fair is over-subscribed and further exhibitors must be admitted or because changes in assignments of exhibition space ensure that the facilities and space required for the trade fair are used more efficiently. However, such subsequent changes may not exceed the scope which the exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lower participation fee, the difference in amount will be refunded to the exhibitor. Further claims against MMG are excluded.

If exhibitors cannot use their stand space or are prevented from making full use of same because they have infringed legal or official regulations or the Terms of Participation A and B or the Technical Guidelines, they are nevertheless obliged to pay the participation fee in full and to pay MMG compensation for all damage caused by themselves, their legal representatives or employees; exhibitors are not entitled to cancel or terminate the contract unless the law specifically entitles them to do so.

The exhibitor may not move, exchange or share his stand, nor surrender it either in part or in full to such third parties as are neither co-exhibitors admitted by MMG nor additionally represented companies admitted by MMG without MMG's prior written consent.

### A 4 Co-exhibitors and additionally represented companies

A co-exhibitor is one who presents his own goods or services, using his own staff on the stand of another exhibitor (the main tenant). This definition includes group companies and subsidiaries. Agents and representatives are not admitted as co-exhibitors.

In the case of an exhibitor who manufactures in his own right, an additionally represented company is any other company whose goods or services are offered by the exhibitor. If an exhibitor, who is a distributor, displays not only the products of one manufacturer but also the goods and services of other companies, then these count as additionally represented companies.

Admission of the exhibitor does not mean that a contract has been concluded between the co-exhibitors registered by him for participation or other companies he additionally represents and MMG.

The participation of co-exhibitors is only allowed if they have been admitted for participation by MMG. The participation of companies as additionally represented companies is only allowed if this is foreseen in the Special Terms of Participation B and they have been admitted for participation by MMG.

Co-exhibitors and additionally represented companies may only be admitted for participation by MMG if they would have qualified for admission as exhibitors in their own right. The participation of co-exhibitors and the participation of companies as additionally represented companies is then subject to payment of the relevant charges if this is required by the Special Terms of Participation B. The charge for co-exhibitors and additionally represented companies is payable by the given exhibitor; it can also be invoiced subsequently by MMG after the trade fair is over.

The exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the Terms of Participation A and B, the Technical Guidelines as well as the instructions of the Trade Fair Management. The exhibitor is liable for the debts and negligence of his co-exhibitors or additionally represented companies as if they were his own. If co-exhibitors make direct use of MMG services, MMG is entitled to invoice the exhibitor for these services. He is jointly and severally liable.

### A 5 Cancellation of contract

If the location, type, dimensions or size of the exhibition area rented by the exhibitor are subsequently changed to the extent that the exhibitor can no longer be reasonably expected to accept the exhibition area, the exhibitor is entitled to withdraw from the rental contract within one week of receiving written notification by MMG. Otherwise, apart from his statutory rights to withdraw from the contract, the exhibitor has no right to withdraw from this contract. Should the exhibitor declare his or her withdrawal from the given event, MMG

is, irrespective of whether the exhibitor concerned has the right of cancellation, entitled to otherwise dispose of the rented space. Any exhibitor cancelling his or her participation without being entitled to do so and, as such, defaulting on fulfilment of contract without good reason, is to pay MMG the participation fee if the stand space is left empty during the event or even if MMG is able to re-let the space concerned; in the latter case, however, MMG is to offset the value of the expense saved and the advantages it has gained by re-letting or otherwise using the given stand space. In addition to re-letting the stand space to another exhibitor, other usage thereof may also and above all involve MMG transferring its usage to a third party who would otherwise have been placed elsewhere to avoid giving the impression of a gap in the stand arrangement or re-designing the stand space to conceal the fact that is not occupied. To the extent that MMG re-lets the stand space to another exhibitor, who would otherwise have not been placed elsewhere, the exhibitor must pay 25% of the agreed participation fee as flat-rate compensation for expenses incurred by MMG because the exhibitor withdrew from the contract without being entitled to do so. MMG's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that MMG has incurred fewer expenses.

MMG is entitled to withdraw from the contract if the exhibitor fails to meet his financial obligations to MMG on time, MMG has extended the deadline by 5 days and this deadline for payment has not been met. MMG is also entitled to withdraw from the contract if the exhibitor neglects his duty arising from this contract to respect MMG's rights, objects of legal protection and interests and MMG can no longer reasonably be expected to adhere to the contract. In the aforementioned cases, MMG is entitled not only to withdraw from the contract but also to demand from the exhibitor the agreed participation fee as flat-rate compensation. MMG's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that MMG has sustained less damage.

### A 6 Force majeure, cancellation of the event

If MMG is compelled, as a result of force majeure or other circumstances beyond its control (e.g. failure of the power supply), to vacate one or more exhibition areas temporarily or for longer periods, or to postpone or curtail the trade fair, the exhibitors do not thereby acquire the right to withdraw or cancel, nor do they have any other claims against MMG, in particular claims for damages.

If MMG cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for MMG to hold the event, MMG is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.

### A 7 Participation fees, right of distraint

The participation fees are calculated in accordance with the rates specified in the Special Terms of Participation (see Part B "Participation fees"). Each square metre or part thereof will be included in full in the calculation, the floor area always being considered rectangular, without taking account of projections, supports, service connections and the like. In accordance with the Special Terms of Participation (see Part B "Advance payment for services"), a lump-sum advance payment will be charged for such services (e.g. electricity, water and telephone connections, technical services, lettering, supply of electricity, water, etc.) as the exhibitor can use on his stand, provided they have been ordered previously and in good time as specified in the Order Forms for Exhibitor Services regardless of the existence or size of an order. The advance payment for services does not include stand construction and publishing services (catalogue entries, Internet services, etc.). If the actual cost of the services exceeds the advance payment for services, the exhibitor will be charged the difference between the actual cost of the services and the advance payment in the final invoice, issued several weeks after the end of the event. Payment is due immediately upon receipt of the invoice. If the advance payment for services exceeds the actual cost of the services, the exhibitor will be refunded the difference between the advance payment and the actual cost of the services several weeks after the end of the event. The exhibitor has no claim to interest on the advance payment for services.

The exhibitor will usually receive the invoice for the participation fee, with which the advance payment for services is also charged, together with notice of admission. Notice of admission and invoice are as a general rule combined in one printed form.

The participation fee, the advance payment for services and the fee for admitting co-exhibitors must be paid before occupying the exhibition area. If exhibitors have ordered MMG services, MMG is entitled to withhold such services, including the supply of electricity, water, compressed air, etc., until the exhibitor has fulfilled his financial obligations to MMG. This applies in particular to obligations arising from previous events. Terms and conditions of payment are in accordance with the Special Terms of Participation (see Part B "Terms and conditions of payment").

MMG reserves the right to enforce its lessor's distraint entitlement, as permitted by law, in order to secure its claims arising from the rental. The exhibitor must inform MMG at any time about the ownership of items that are exhibited or to be exhibited. If an exhibitor does not meet his financial obligations, MMG can retain the exhibits and stand fittings and, at the exhibitor's expense, sell them at public auction or privately. The legal provisions on the realisation of the pledge are – as far as permitted by law – waived. MMG does not accept liability for damage to exhibits and stand fittings retained under this clause, unless MMG is guilty of intent or gross negligence.

Value-added tax legislation prevents Messe München GmbH from issuing or re-addressing invoices for services the MMG has or will render to the exhibitor as its contracting party, to an addressee other than the exhibitor.

Should the exhibitor wish to have an invoice re-issued because the name, legal form or address of the exhibitor has changed, the exhibitor is bound to pay MMG a fee of EUR 50.00 plus VAT for each invoice amendment unless the data included in the original invoice in respect of the name, legal form or address of the exhibitor was incorrect and MMG was responsible for the incorrect data.

### A 8 Warranty

Complaints about any defects in the stand or exhibition area are to be made in writing to MMG immediately on occupying the exhibition area, but by the last day of the stand set-up period at the latest, so that MMG can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against MMG.

### A 9 Liability and insurance

MMG is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which MMG, its legal representatives or employees are responsible, as well as for other damage caused by intentional or grossly negligent breach of duty by MMG, its legal representatives or employees. MMG is also liable for any damage caused by negligent breach of cardinal duties by MMG, its legal representatives or employees. In these cases MMG is liable only if the damage is typical damage and not consequential damage and then only up to 5 times the net participation fee, at most, however, EUR 100,000 per claim. This limitation of liability applies only to entrepreneurs, legal persons under public law or special funds under public law. If the exhibitors are entrepreneurs, legal persons under public law or special funds under public law, MMG is under no circumstances liable for damage to or loss of goods brought to the trade fair by the exhibitor or the stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the trade fair. The same applies to vehicles left on the grounds of the M,O,C, by exhibitors, their employees or representatives.

For his part, the exhibitor is liable for any culpable damage to persons or property caused by him, his employees, representatives and exhibitors and their exhibition items or exhibition installations and equipment. Each exhibitor is obliged to take out such insurance with an insurance company that is licensed to operate in the European Union and to pay the premiums incurred (including insurance tax) in good time. You may apply for such insurance using the forms included in the Order Forms for Exhibitor Services.

#### **A 10 Photography, filming, video recording, and sketching**

Only persons authorised by MMG and in possession of a valid MMG pass may film, photograph, or make sketches or video recordings in the exhibition halls. Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, MMG can demand that the recorded material be surrendered and take legal steps to achieve this end. Photographs of stands which are to be taken outside normal opening hours and need special lighting require MMG's prior consent. Such photographs require the main ring circuit to be switched on by the hall electrician. The exhibitor will be charged the costs incurred, insofar as they are not borne by the photographer. MMG is entitled to have photographs, drawings, films and video recordings made of events at the trade fair, of stands and exhibits, and to use them for advertising or general press publications.

#### **A 11 Advertising**

The distribution of printed matter and usage of advertising media is only admissible on the exhibitor's own stand. The execution of advertising activities outside the confines of the given stand is prohibited at the M,O,C, unless the advertising activities concerned are ones for which the exhibitor has placed an order with MMG (Exhibitor Centre). Advertising activities involve also and above all the usage of persons carrying advertising as well as the distribution and location of advertising materials of any kind (posters, stickers, brochures, etc.) on the exhibition premises, in the passages between the halls, in the atriums, in the M,O,C's loading yards, as well as in the parking areas at the M,O,C. MMG is entitled to expel such persons as are used for carrying advertising in a prohibited manner from the M,O,C and to confiscate and/or remove and/or destroy such advertising materials as are prohibited and demand flat-rate compensation of EUR 300.00 plus VAT for each individual case from the exhibitor on whose behalf the advertising activities were being executed. MMG's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that MMG has incurred fewer expenses.

#### **A 12 Catering, deliveries to stands**

Any catering services provided on the stand are the responsibility of the given exhibitor. Any permit in accordance with section 12 of the German Restaurant Licensing Act (Gaststättengesetz) that may be required for the provision of food and beverages on the stand must be applied for with the relevant city authorities at Kreisverwaltungsreferat München, Ruppertstr. 19, 80313 München, Germany. All relevant statutory regulations, particularly those in respect of the protection of non-smokers, require compliance. Exhibitors also have the option of appointing MMG contractors with catering operations at the M,O,C, to provide catering services on the given stand. The supply of deliveries to exhibition stands particularly from sources located outside the M,O,C, is only possible to a limited extent. MMG is entitled to permit deliveries to stands at specific times only.

#### **A 13 Combating brand and product piracy**

Exhibitors are obliged to respect the property rights to which third parties are entitled. In cases where it is proved to exhibitors in a proper and orderly way that their exhibiting or offering of products or services and/or their promotional presentation or some other activity infringes the property rights to which a third party is entitled, the exhibitor undertakes in advance to remove the items concerned from the stand. If an exhibitor has been prohibited from exhibiting or offering products or services and/or promotionally presenting same by way of a decision handed down by a German court (verdict, order), and the given exhibitor refuses to comply with the court decision to refrain from exhibiting or offering products or services and/or promotionally presenting same on his exhibition stand, MMG is entitled to exclude the given exhibitor from the event concerned and/or future events providing the court decision has not been superseded by a decision passed subsequently by way of appeal proceedings. In such cases, no refund of the stand rental (in part or in full) is made. MMG is not obliged to check the correctness of the court decision. Exclusion of the exhibitor affected by the court decision cannot be legally asserted. If the court decision, by way of which exclusion of the exhibitor has occurred, is superseded by a court decision passed subsequently by way of appeal proceedings, the exhibitor, who had been correctly excluded on the basis of the previous court decision, is not entitled to claim compensation from MMG. The members of the Intellectual Property Panel, which is active at the trade fair with MMG's approval, are entitled at all times to access a given exhibitor's stand and examine the exhibits displayed on the stand to determine whether the trademark rights, copyrights or competition rights of those persons lodging an appeal with the Intellectual Property Panel are being violated.

#### **A 14 Exhibitors' passes**

For the time during which the trade fair is held, the exhibitor receives a number of free exhibitors' passes as specified in the Special Terms of Participation. Any additional exhibitors' passes requested are subject to a charge. All exhibitors' passes are issued in the name of the authorised person and are not transferable. Exhibitors' passes may not be given away or sold to unauthorised third parties, e.g. to persons or companies wishing to offer goods for sale or to render services at the M,O,C, without corresponding authorisation from MMG. Exhibitors' passes are issued only after payment of the participation fee and the advance payment of services in full including the charge for the admission of any co-exhibitors.

#### **A 15 Set-up, staffing and dismantling of stand**

The dates for stand set-up and dismantling as specified in the Special Terms of Participation must be strictly observed. Stands not occupied by the last day of the set-up period may be disposed of as MMG sees fit. Exhibitors admitted to the fair undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the trade fair during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the trade fair opens. Exhibitors are not permitted to remove trade fair goods or dismantle their stands before the trade fair closes. If they break this rule, MMG is entitled to demand a penalty of EUR 500.00. MMG is entitled to exclude from future trade fairs any exhibitor whose stand is staffed by insufficiently qualified personnel during the trade fair's opening hours, who exhibits an incomplete range of goods or goods not admitted to the trade fair, who vacates or clears his stand before the end of the trade fair, or who otherwise infringes the Terms of Participation, without prejudice to MMG's right to cancel the contract in accordance with Section A 5 "Cancellation of contract" and to a claim for all costs thereby incurred.

#### **A 16 Verbal agreements**

All verbal agreements, individual and special arrangements are valid only with MMG's written confirmation.

#### **A 17 House and usage regulations**

Exhibitors must strictly observe the regulations applying to the use of the M,O,C, and its grounds. Exhibitors are not permitted to spend the night in the halls or on the grounds. Exhibitors must treat the other participants at the event with respect, may not act contrary to public moral policy and may not misuse their participation at the event for ideological, political or other such purposes as have nothing to do with the event. MMG members of staff are entitled to access the stand of a given exhibitor by order of MMG at any time.

#### **A 18 Period of limitation**

All the exhibitor's claims against MMG arising from the stand rental, and all legal proceedings in connection therewith lapse after a period of six months. This period of limitation starts at the end of the month in which the closing date of the fair falls.

#### **A 19 Place of performance, applicable law**

If the exhibitor is a trader, legal person under public law or special fund under public law, Munich is considered the place of performance, for all financial obligations too. Only German law applies.

#### **A 20 Jurisdiction, arbitration agreement**

The following applies to exhibitors with their principal place of business within the Federal Republic of Germany:

If the exhibitor is a trader, legal person under public law or special fund under public law, the Munich courts have jurisdiction. MMG is also entitled, if it so wishes, to bring an action against the exhibitor at the court which has jurisdiction at the exhibitor's principal place of business.

The following applies to exhibitors with their principal place of business outside the Federal Republic of Germany but within the area of application of Regulation (EC) No. 44/2001, the EC Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters and the Lugano Convention: If the exhibitor is engaged in a trade or business and does not fall under the general jurisdiction of the Federal Republic of Germany, the Munich courts have jurisdiction for all disputes arising from or in connection with this contract. MMG is also entitled, if it so wishes, to bring an action against the exhibitor at the court which has jurisdiction at the exhibitor's principal place of business.

The following applies to exhibitors with their principal place of business outside the Federal Republic of Germany and outside the area of application of Regulation (EC) No. 44/2001, the EC Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters and the Lugano Convention:

All disputes arising from or in connection with this contract whose value does not exceed EUR 100,000.00 are decided by the Euroarbitration of the European network REAM. The court of arbitration of the Italian Chamber of Commerce in Munich is the arbitration centre. Arbitration proceedings are held in Munich and conducted in German. A sole arbitrator decides on the dispute as seems fair and reasonable. The parties undertake to abide by the arbitral award.

Disputes exceeding a value of EUR 100,000.00 are subject to the arbitration of the court of arbitration of the Italian Chamber of Commerce in Munich with its rules of arbitration. Arbitration proceedings are held in Munich and conducted in German. A sole arbitrator decides on the dispute as seems fair and reasonable. The parties undertake to abide by the arbitral award.

#### **A 21 Data protection**

In compliance with data protection legislation, the person-related data of the participant is processed and used for fulfilling the business purposes of MMG as well as being forwarded to third parties, in order to above all fulfil the purpose of the contract concerned.

#### **A 22 Severability clause**

Should the provisions set out in the Terms of Participation or Technical Guidelines be invalid or incomplete, the validity of the other provisions of the contract remains unaffected. In such case, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue.

In case of divergence between the English and the German text, the German prevails.

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## 1. Preface

Messe München GmbH – MMG – operates on behalf and at the behest of MOC Verwaltungs-GmbH & Co. Immobilien KG, Vilshofener Straße 8, 81679 München, Germany, hereinafter termed "MOC KG", the M,O,C, Event and Order Centre, Lilienthalallee 40, 80939 München, Germany, hereinafter termed "M,O,C.". MMG has issued guidelines for the fairs and other events it holds in the M,O,C., on both its own behalf and on the behalf of MOC KG with the aim of providing all exhibitors/organisers with optimum conditions for presenting their exhibits and addressing their visitors and other interested parties.

The Technical Guidelines are a constituent part of the contracts MMG concludes with its exhibitors, organisers, service companies, stand-building companies and other service providers. These exhibitors, organisers, service companies and other service providers undertake to ensure that all their contractual partners, who are active or merely present at the M,O,C., comply with these Technical Guidelines. MMG is entitled to demand that all persons active or merely present at the M,O,C., comply with the Technical Guidelines. As far as fairs, exhibitions and other events run by an organiser other than MMG are concerned, the given organiser is, alongside MMG, entitled and obliged to demand of his customers and their contractual partners that they comply with the Technical Guidelines.

In the interests of our exhibitors and visitors, these Technical Guidelines include safety regulations that are intended to ensure a high standard of safety where technical and stand construction considerations are concerned.

The regulations applicable to fire prevention, construction and other safety precautions have been agreed with the relevant offices of the Munich Department of Works in their function as the local authority responsible for construction and technical acceptance in respect of fairs and exhibitions.

MMG reserves the right to check compliance with these regulations and to take appropriate action should they be violated. The relevant statutory regulations applying at the given time must also be observed.

For safety and stand construction purposes, MMG is entitled to impose requirements above and beyond those stipulated in these Technical Guidelines.

The Technical Order Form Booklet with the order forms for services is despatched in good time. The order forms are to be completed and returned in accordance with the deadlines set out in the Technical Order Form Booklet. Depending on the fair or event concerned, orders can in some cases be placed electronically via the Internet-based online ordering system.

Orders only become valid if they are accepted. Acceptance may be given tacitly, i.e. by means of provision of the service ordered. Exhibitors are not entitled to acceptance of their orders unless the law gives rise to such an entitlement. Acceptance of an order can be refused, particularly in cases where the exhibitor/organiser concerned has not fulfilled his financial obligations vis-à-vis MMG, e.g. those outstanding from previous events. In addition, MMG reserves the right to charge a supplement on the stand fees in accordance with the details shown in the Technical Order Form Booklet for any orders received after the deadline.

After stand space has been allocated, circulars will be sent to the exhibitors informing them of further details concerning the preparation and organisation of the fair.

These Technical Guidelines have been agreed by:

Deutsche Messe AG Hannover  
Koelnmesse GmbH  
Leipziger Messe GmbH  
Messe Berlin GmbH  
Messe Düsseldorf GmbH  
Messe Frankfurt GmbH  
Messe München GmbH

in order to formulate them with a common structure.

Moreover, MMG reserves the right to make any changes it deems necessary.  
The German text is binding.

### 1.1. House rules

The M,O,C, is private property. Messe München GmbH – MMG –, M,O,C, Division, Lilienthalallee 40, 80939 München, Germany, tel. +49(0)89 323 53-0 operates the M,O,C, on behalf and at the behest of MOC KG. MMG is entitled to render all event-related technical and other services in its own name and for its own account. MMG and the respective organiser exercise domiciliary rights.

The house and usage rules apply to all persons entering the M,O,C,. The rules are clearly posted at the access points to the M,O,C,.

### 1.2. Opening hours

#### 1.2.1. Stand construction and dismantling times

During the general stand construction and dismantling periods, work can be done in the halls and open-air area between 7.30 am and 10 pm insofar as no other times have been specified for the given fair.

For general safety reasons in the M,O,C, the halls and the M,O,C, as a whole are closed outside these times. An extension to these times is only possible in exceptional circumstances and requires the written consent of the M,O,C, Technical Services Dept.

#### 1.2.2. Duration of the event

During the period of the actual event, the halls are opened one hour prior to the official opening time and closed one hour after the official closing time. MMG reserves the right to impose special arrangements in this respect. Exhibitors who need to work at their stands outside these times due to exceptional circumstances require the written consent of the M,O,C, Technical Services Dept.

## 2. Traffic within the M,O,C,, emergency routes, safety equipment

### 2.1. Road traffic regulations

The driving of any vehicle within the M,O,C, is at the driver's own risk and only allowed with a special permit, valid entry authorisation or valid parking pass. During the event, the driving or parking of any vehicle within the M,O,C, is strictly prohibited. MMG can however make exceptions and issue appropriate parking or entry permits. MMG is entitled to make its issue of parking or entry permits dependent on the payment of an appropriate charge.

The parking or entry permit is to be placed behind the windscreen of the given vehicle so that it is clearly visible. The regulations arising from the use of parking or entry permits require strict compliance. Parking or entry permits are to be returned at any time at the request of the MMG staff deployed for traffic control purposes or of the security personnel. Parking and/or entry permits are only valid for the vehicle for which they have been issued.

MMG is entitled to ask for a deposit in return for entry into the M,O,C, and to limit the maximum length of stay. The deposit paid is forfeited if the maximum length of stay is exceeded. This ruling applies during the stand construction and dismantling periods as well as in cases where MMG has allowed the M,O,C, to be accessed during the period of the actual event.

The German Road Traffic Regulations apply throughout the entire M,O,C, and the exhibition car parks. A maximum speed limit of 10 km/h applies within the M,O,C,. Pedestrians are to be given maximum consideration. No vehicles are allowed to access paths or green areas that have been cordoned off.

No vehicles are allowed to access the halls. Mobile homes and caravans may not be brought on to the M,O,C, for accommodation purposes.

Vehicles are not allowed to stop under any circumstances throughout the entire M,O,C, except in those areas designated accordingly. MMG reserves the right to remove at the expense and risk of the person responsible, driver or owner any vehicles, trailers, containers, skips or empty packaging left in no-stopping zones or otherwise illegally parked.

In addition, the provisions and access regulations set out in the Important Notes section of the Technical Order Form Booklet relevant to the given event apply, as do those stipulated in the Exhibitors' Traffic Information that is distributed in good time prior to the event.

Particularly for the purposes of ensuring the smooth flow of traffic during the stand construction and dismantling periods as well as during the actual event, MMG is entitled to implement further-reaching traffic control measures that require the compliance of all those present in the M,O,C,. MMG reserves the right to regulate above all the access of the exhibitors and/or their stand construction companies and other contractors to the individual stands.

In connection with fairs and exhibitions, it is advisable to make use of the full period allowed for stand construction as experience has shown the M,O,C, to be excessively full on the last two stand construction days. No claims may be asserted against MMG if delays are incurred by exhibitors, their stand construction companies or other contractors due to the M,O,C, being overcrowded or to measures implemented by MMG to control traffic within the area of the M,O,C, and/or access to the stands.

### 2.2. Emergency routes

#### 2.2.1. Fire service movement zones, fire hydrants

Access to fire service movement zones, emergency routes and safety zones designated accordingly may not be restricted during the stand construction and dismantling periods either by parked vehicles or by exhibits, construction materials, packaging, etc. blocking the way.

Vehicles and objects parked on or blocking fire service movement zones, emergency rescue routes or safety zones will be removed at the expense of the owner, driver or person responsible.

Hydrants in the halls may be neither obstructed nor made unrecognisable or inaccessible.

#### 2.2.2. Emergency exits, escape hatches, hall aisles

All hall exits and aisles designated as such in the hall plans are to be kept clear over their full width. They serve as escape routes in emergencies and may therefore never be obstructed by objects left in the way or protruding. The doors along emergency exit routes must be easy to open from the inside over their full width. Exit doors, escape hatches and any signs indicating their position may not be obstructed, built over, blocked, covered or made unrecognisable in any other way. Information stands, tables and other furnishings may only be located near entrances, exits and access to stairways if sufficient room is left between them.

Hall aisles defined as such may not be built on or over. In the event of hall exits being located within a stand, the areas designated as such may not be obstructed.

### 2.3. Safety equipment

Sprinkler systems, fire alarms, fire extinguishing equipment, smoke detectors, closure devices for the hall entrances and other safety facilities, the signs indicating their position and the green emergency exit signs must be accessible and visible at all times; they may not be obstructed or blocked.

### 2.4. Stand numbering

All stands are equipped with number signs by the given organiser which may only be removed with the prior consent of the organiser.

### 2.5. Security

MMG and/or the security company commissioned by it to supervise the M,O,C, is responsible for security at the entrances and in the halls. MMG offers no guarantee that the M,O,C, will be supervised and monitored continuously. MMG is authorised to implement any measures it deems necessary for monitoring and supervision purposes.

Supervision of stands, the items on display and any other objects located on the stands is not the responsibility of MMG. Exhibitors are responsible for the security of their own stands and should organise it themselves as they see fit. However, only security guards from the company commissioned by MMG to supervise the M,O,C, may be employed.

Exhibitors' attention is drawn explicitly to the fact that stand exhibits and other items on the stand are particularly at risk during the stand construction and dismantling periods. Items of value and/or those that can be easily removed should always be locked away at night.

### 2.6. Evacuation

The closure of rooms, buildings or halls and/or outdoor exhibition areas and their evacuation can be ordered by MMG for safety reasons, above all based on directives from the relevant authorities.

### 3. Technical data and features of the halls

#### 3.1. Hall data

The halls offer the following gross display areas:

Hall 1: 2,955 m<sup>2</sup>  
Hall 2: 2,758 m<sup>2</sup>  
Hall 3: 3,892 m<sup>2</sup>  
Hall 4: 4,165 m<sup>2</sup>

#### Hall entrance dimensions

The halls cannot be accessed by vehicles. Each hall has 2 entrances measuring 5.0m x 4.25 m and can be loaded from the loading area using these entrances.

#### Heights of halls

All the halls have supporting pillars at intervals of 11.5 m x 11.5 m. They are all equipped with sprinkler systems.

Suspension points are available in all halls. The maximum perpendicular load per suspension point is 25 kg (250 N).

#### Load-bearing capacity of the hall floors

The hall floors are made of mastic asphalt. The maximum permissible load-bearing capacity of the floors in all halls is 1.5 t/m<sup>2</sup> (15 kN/m<sup>2</sup>). A total truck weight of up to 18 t (180 kN) is allowed. The maximum permissible fork-lift load is 7.5 t (75 kN).

#### 3.1.1. Normal lighting, type of current, voltage

The normal lighting in the halls is provided by MMG. The normal artificial lighting in the halls during the actual fair is approx. 350 lux/m<sup>2</sup> measured 1 m above the floor.

Each hall is lit by artificial light. Halls 1, 3 and 4 are also lit by daylight.

Type of current and voltage available at the M,O,C,:

Mains type: TN-S System  
230 volt (+6 %/-10 %)/50 Hz alternating current  
3 x 400 volt (+6 %/-10 %)/50 Hz three-phase current

#### 3.1.2. Supply of electricity, water and compressed air

Electricity and water are supplied to the stands in the halls via the utility ducts in the hall floor. The utility ducts are located every 6 m x 12 m. They are fitted with covers measuring approx. 43 cm x 43 cm,

Electricity supply 200 W/m<sup>2</sup>

Connection for water 1", waste water NW 100 located every 6 m x 12 m in the utility ducts.

Connection for sprinklers 50 DN, connection located every 6 m x 12 m in the utility ducts.

Compressed air is supplied via compressors at the exhibition area.

#### 3.1.3. Communications equipment

Stand telephone, fax, data and antenna connections are available via connection points located in the hall ceilings.

#### 3.1.4. Sprinkler systems

The halls are equipped with sprinkler systems.

(See Item 4.4.2 or 4.9.2 for information on sprinkler systems for covered stands)

#### 3.1.5. Heating, ventilation

MMG provides for the general heating and ventilation of the halls.

All the halls are partially air-conditioned.

#### 3.1.6. Faults

Any fault occurring in supply (in respect of e.g. electricity, water, compressed air, heating, ventilation, communications, etc.) must be reported immediately to the M,O,C, Technical Department.

MMG is not liable for any damage occurring as a result of faults due to fluctuations in supply or a force majeure or if the supply is interrupted on the instructions of the Municipal Fire Service or of the suppliers of the service concerned (electricity, water, energy).

#### 3.2. Clearance heights

The clearance height of the entrances to the loading area is 4.25 m. The entrances are 6 m wide. They are equipped with an induction loop.

### 4. General stand construction regulations

#### 4.1. Stand safety

Exhibition stands including equipment and exhibits as well as advertising hoardings must be securely erected such that they do not constitute a risk to public safety and order, above all in respect of human life and health.

The given exhibitor is responsible for the structural safety of the stand concerned and may be required to provide proof of same.

Messe München GmbH reserves the right to inspect stand structures, exhibits, advertising hoardings, etc. or have them inspected by an independent expert in terms of their stability and traffic safety to the extent that justified doubt exists as to their guaranteed stability and traffic safety even if the items concerned have received prior approval (see Item 4.6 for details concerning load assumptions for platforms and Item 4.9.3 for details concerning two-storey stands).

Stand structures cannot be supported by securing them to the hall roof. (See Item 4.7.5.2 for details of attaching objects to fixing points).

#### 4.2. Stand construction approval

Insofar as the Technical Guidelines have been adhered to with regard to the design and construction of the stand, there is no need to submit drawings for the approval of single-storey stands, providing their floor space does not exceed 150 m<sup>2</sup> and they are not higher than 4 m.

If requested to do so, MMG is however prepared to check stand construction drawings (to be submitted in duplicate).

All other types of stand (above all those with floor space in excess of 150 m<sup>2</sup> or higher than 2.50 m, multi-storey stands (see Item 4.9, mobile stands) require approval, as do stands with bridges, stairs, cantilever roofs, galleries, etc. (see Item 4.8.). To the extent that more than 200 seats need to be arranged, the entire number of seats must be shown in a separate plan (seating plan scale 1:200) in triplicate, as should the total number of persons using the individual escape routes. A copy of the plan approved for the given usage should be displayed in a clearly visible location near the main entrance to the assembly room concerned.

#### 4.2.1. Stand structures subject to inspection and approval

All organisers, exhibitors, tenants, service partners or other service providers are obliged to check whether the temporary structures they are planning to build either in the halls or in the open-air area require approval. If in doubt, you should contact the M,O,C, Technical Services Dept.

To-scale drawings for single-storey stands with floor space in excess of 150 m<sup>2</sup> or higher than 2.50 m must be submitted for approval to the M,O,C, Technical Services Dept. in duplicate (ground plan and elevation sketches to a scale of at least 1:100) by the deadline specified in the Technical Order Form Booklet at the latest. To the extent that approval is granted, one copy is then returned to the exhibitor/stand-builder with MMG's stamp of approval. This means that the stand construction concerned has been approved.

Approval for two-storey stands, which can only be built under special circumstances due to the low height of the halls, must be applied for by submitting the "Application for Special Stand Designs" form to the M,O,C, Technical Services Dept. by the deadline specified in the Order Forms for Exhibitor Services at the latest. The form must be completed in German and submitted with the required number of copies to MMG together with the required documents that must also be in German. To the extent that approval is granted, the stand design is not deemed to have been approved before confirmation of approval has been issued to the exhibitor/stand-builder and the structural documentation returned to the exhibitor/stand-builder.

The costs of the design approval process (see rear of "Application for Special Stand Designs" form) will be charged to the exhibitor.

#### 4.2.2. Vehicles and containers

The use of vehicles and containers as exhibits in the halls requires approval.

Motorised/mobile exhibition stands (show trucks, buses, trailers, etc.) must be equipped with a sprinkler system if they constitute a single, uninterrupted area measuring more than 30m<sup>2</sup>. Such areas as have cavities also constitute single, uninterrupted areas unless the cavities concerned are large enough as seen from a fire safety perspective.

#### 4.2.3. Removal of non-compliant stand structures

Stand structures that have not been approved or do not comply with the Technical Guidelines or statutory regulations, must be altered as necessary or removed.

If this is not done within the set period, MMG is entitled to carry out the alterations itself or, if necessary, remove the stand structures concerned at the expense of the exhibitor.

#### 4.2.4. Extent of liability

To the extent that the exhibitor or the stand-builder he appoints does not comply with the above stand construction regulations, he is liable for any damage resulting from violation of these regulations.

Moreover, the exhibitor or the stand-builder he appoints agrees to exempt MMG from all claims by third parties that may be asserted due to violation of the above stand construction regulations.

#### 4.3. Construction heights

The maximum construction height varies from event to event and is specified either in the Special Terms of Participation or "Important Notes" sections of the relevant Order Forms for Exhibitor Services. Contact the team responsible for technical organisation if in doubt.

The maximum height for stand structures set by MMG may only be exceeded with MMG's prior written approval.

Exhibits are not normally subject to this limitation, but should be reported to the M,O,C, Technical Services Dept. prior to the event.

#### 4.4. Fire prevention

##### 4.4.1. Fire prevention and safety regulations

##### 4.4.1.1. Stand construction and decorative materials

Readily flammable materials and such that drip or give off toxic gases when burning may not be used. The use of plastics (e.g. polystyrene, rigid polyurethane foam, styrofoam, etc.) is only allowed with the prior written consent of the M,O,C, Technical Services Department (informal application with details of type of material, quantity and planned installation environment required). Verification of the fire resistance of the material concerned when fitted must be provided.

Decorative materials must be at least fire-resistant according to DIN 4102 or DIN EN 13501-1. MMG can only allow the retrospective rendering of decorative materials fire-resistant if this occurs with the approval of the

Munich Municipal Fire Department, using a suitable and approved fireproofing agent and given compliance with the relevant processing instructions. MMG's consent can be made subject, above all, to the fire load to be taken account of.

Decorative materials of a standard flammable nature may be used in certain areas if their location is sufficiently protected against fire. A test certificate confirming the classification of the materials used may need to be presented. Suspended stand decorations must be at least 2.50 m above the floor.

In individual cases and for safety purposes, special conditions may be imposed for load-bearing structural components (e.g. non-flammability).

Stand floor coverings must be laid with sealed joints. The use of cable ties as fasteners for parts subject to structural loads is prohibited.

Trees and plants may only be used for decorative purposes if they have been freshly cut (i.e. leaves or needles must be green and juicy). If during the event it becomes apparent that the trees and plants are drying out and thus becoming readily flammable, they must be removed. Trees should be free of branches up to about 50 cm above floor level. Any turf used must be kept moist at all times (otherwise risk of being set alight by cigarettes, matches, etc.).

Bamboo, reeds, hay, straw, bark mulch, turf or similar materials do not generally comply with the above requirements and are therefore prohibited as a general rule. Any exceptions to this ruling require the prior approval of the M,O,C, Technical Services Dept.

As a general rule, waste materials should be removed and disposed of immediately or collected in appropriate containers and then disposed of correctly.

#### 4.4.1.2. Motor vehicles as exhibits

In the halls, motor vehicles may as a general rule neither be operated nor parked. An exception to this ruling, which must be applied for via the "Application for Preventive Fire Protection Measures" form, can be granted by the Munich Municipal Fire Department. Exhibitors have no entitlement to approval being granted exceptionally. Vehicles with internal combustion engines may only be displayed in the halls with the quantity of fuel required for accessing and leaving the given hall.

Internal combustion engines may not be put into operation for demonstration purposes in the halls or within the exhibitor's own stand. They must be fitted with silencers for any demonstration in the open-air area. Fuels may not be stored on the stand. See Item 5.7. for information in connection with gas-driven vehicles and / or vehicles with energy capture via fuel cells. Motorised/mobile exhibition stands (show trucks, buses, trailers, etc.) must be equipped with a sprinkler system if they constitute a single, uninterrupted area measuring more than 30m<sup>2</sup>. Such areas as have cavities also constitute single, uninterrupted areas unless the cavities concerned are large enough for fire safety purposes.

#### 4.4.1.3. Explosive substances

Explosive substances are subject to the provisions of the relevant Explosives Act and may not be displayed at fairs and exhibitions. This also applies to ammunition as defined under the Firearms Act.

#### 4.4.1.4. Pyrotechnics

Pyrotechnical displays are as a general rule prohibited. An exception to this ruling, which must be applied for via the "Application for Preventive Fire Protection Measures" form, can be granted by the relevant safety authorities. Exhibitors have no entitlement to approval being granted exceptionally.

#### 4.4.1.5. Use of balloons, airships and other flying objects

The use of balloons, airships and other flying objects is prohibited in the halls as a general rule. Exceptions to this ruling require the prior written approval of the M,O,C, Technical Services Department. To the extent that approval is granted, the balloons and airships may be filled with non-flammable, non-toxic gases only. The balloons and airships must remain within the confines of the stand and not exceed the maximum height allowed for stands and advertising hoardings.

#### 4.4.1.6. Smoke machines

The use of smoke machines has to be co-ordinated with the M,O,C, Technical Services Dept.

#### 4.4.1.7. Ash containers, ashtrays

To the extent that smoking is not explicitly prohibited on a stand or parts thereof, a sufficient quantity of ashtrays or ash containers made of non-flammable materials must be provided and arrangements made for their regular emptying into non-flammable, tightly closing containers.

#### 4.4.1.8. Containers for recyclable and residual waste

No containers for recyclable and residual waste made of flammable materials are to be used on the stands. Any recyclable and residual waste produced on the stands should be disposed of regularly, on the evening of each event day at the latest or put into the waste bags intended for this purpose and placed at the edge of the aisle-side of the stand. Readily flammable waste materials such as wood chippings, other bits of wood, sawdust and the like should be kept in sealed containers and disposed of on a daily basis or several times per day if large quantities are produced.

The bags that are distributed for non-recyclable, recyclable and residual waste are collected by the cleaning company on the evening of each event day.

See also Item 6 "Environmental Protection" and the Waste Disposal form in the Technical Order Form Booklet for further information on waste disposal.

#### 4.4.1.9. Spray guns, nitro-cellulose paints

The use of spray guns and/or nitro-cellulose paints is prohibited.

#### 4.4.1.10. Part-off grinding and all work with naked flames

Prior approval must be submitted in writing to and obtained from the M,O,C, Technical Services Dept. for any welding, cutting, soldering, melting and part-off grinding work. The surrounding area must be protected from flying sparks when work is under way. Any joints and cracks should be sealed with appropriate, non-flammable materials. Stands must be equipped with at least one DIN 14406 or EN3 fire-extinguisher suitable and approved for Fire Class C.

Naked flames and activities involving a risk of fire are as a general rule prohibited during the event. An exception to this ruling, which must be applied for via the "Application for Preventive Fire Protection Measures" form, can be granted by the Munich Municipal Fire Department. Exhibitors have no entitlement to approval being granted exceptionally.

#### 4.4.1.11. Empty packaging

The storage of empty packaging of any kind (e.g. packaging and packing materials) in the halls (both on the stands and outside the stands) or in the loading yards is prohibited. Any such items should be removed as soon as they have become empty.

The storage of such items at the M,O,C, can occur via forwarding agents appointed by MMG. This service is not free of charge.

In the event of an exhibitor failing to remove items wrongfully stored despite having been asked to do so, MMG is entitled to have them removed at the expense and risk of the given exhibitor.

#### 4.4.2. Stand coverings

The halls at the M,O,C, are equipped with an automatic fire extinguishing system the effective operation of which may not be hindered by any stand coverings.

Irrespective of their size, stand coverings are subject to approval and must be registered in writing with the M,O,C, Technical Services Department (see "Application for Preventive Fire Protection Measures" form in the Order Forms for Exhibitor Services).

Stand coverings must generally be of a fire-resistant nature (B1 as per DIN 4102) – the test certificate issued by the German Building Systems Institute (DIBT) should be available for presentation. A sprinkler system has to be installed for any single covered area exceeding 30 m<sup>2</sup>.

In such cases, one sprinkler unit must be installed for every 12 m<sup>2</sup> or part thereof of covered space; any rooms/cabins located beneath the stand cover must be encompassed by the sprinkler system.

Given the consent of the Munich Municipal Fire Department, sprinkler systems for stand coverings larger than 30 m<sup>2</sup> are not necessary if the coverings meet the following requirements:

- Metal modular or grid ceilings:

The covering concerned is a modular or metal-grid ceiling comprising open-mesh grating, perforated sheet metal or similar. At least 70% of the entire ceiling structure including lamp fittings, etc. must be open in accordance with the planning and installation guidelines laid down by the Association of Damage Insurers (VDS). The degree of openness of the given structure must be proven verifiably.

- Textile coverings:

The covering is fire-resistant and its horizontal installation below sprinkler units has been approved by the Association of Damage Insurers (VDS) (wide-mesh netting or fabric with integral thread fusing). VDS' written approval should be submitted to the M,O,C, Technical Services Department; compliance with the VDS installation instructions is required.

Further information on the materials approved for stand coverings and the suppliers of such materials can be obtained from the Order Forms for Exhibitor Services (see Notice on Sprinkler-compatible Materials) or use our download service via the Messe München homepage ([www.messe-muenchen.de/Services/Ausstellerservices/downloads](http://www.messe-muenchen.de/Services/Ausstellerservices/downloads)).

See Item 4.9.6. for information on coverings over the upper floor of two-storey stands.

#### 4.4.3. Glass and acrylic sheet

Only glass suited to the relevant purpose may be used. In the case of structures made of glass, only laminated safety glass may be used. Ask the MOC Technical Services Department to send you our Notice on Stand Construction in Exhibition Halls using Glass and Acrylic Sheet" or use our download service via the Messe München homepage ([www.messe-muenchen.de/Services/Ausstellerservices/downloads](http://www.messe-muenchen.de/Services/Ausstellerservices/downloads)).

Edges of glass panes must be machined or protected in order to preclude any risk of injury. Components made entirely of glass must be marked appropriately at eye level.

#### 4.4.4. Rooms used by staff

Any separate room on the exhibition stand used by staff (offices, recreation rooms, meeting rooms) must have an adequately clear view of the nearest escape route and the path leading to same.

Alternatively, "trapped" rooms may only be separated from the main stand unit by glass walls so that the separate nature of the room is retained visually at least.

#### 4.5. Exits, escape routes, doors

##### 4.5.1. Exits, escape routes

Stands with a floor area exceeding 100 m<sup>2</sup>, an escape route longer than 10 m or a stand designed such that the exit/escape route are not visible from all points on the stand must have at least two separate exits/escape routes to be located as far apart from each other as possible.

The stand should be designed in such a way as to avoid creating any poorly accessible rooms, corners or alcoves. All separate rooms used by staff (offices, recreation rooms, meeting rooms ...) within the given stand area must offer an adequately clear view of the nearest escape route and the path leading to same. Rooms that are only accessible via another separate room (so-called trapped rooms) are prohibited.

If within a given stand the maximum length of an escape route to a hall aisle exceeds 10 m, the stand must be equipped with a second exit and/or an aisle at least 2 m wide leading to a hall aisle.

Escape routes should be marked as such in accordance with DIN 4844.

##### 4.5.2. Doors

The use on escape routes of swing doors, revolving doors, coded doors or sliding doors is prohibited.

#### 4.6. Platforms, ladders, ascents, bridges

All general walkways immediately adjacent to areas that are more than 0.20 m deep must be protected by a balustrade of at least 0.90 m in height. At least one top, one middle and one lower boom are obligatory.

Load-bearing capacity verification for platforms must be available for presentation. The floor must be able to withstand loads of at least 2.0 kN/m<sup>2</sup> as per DIN 1055 Part 3 Table 1 depending on the specific use made of it.

The maximum permitted height for single-step, open-access platforms is 0.20 m.

Ladders, ascents and bridges must comply with the relevant accident prevention regulations.

## 4.7. Stand design

### 4.7.1. Appearance

The design and equipping of a stand as well as any necessary construction work are the responsibility of the given exhibitor. In this connection, he must however take into account the character and appearance of the fair and/or exhibition concerned. To this end, MMG is entitled to demand changes to be made to the stand design. Moreover, MMG reserves the right to prescribe the framework structure required for a given event in its Special Terms of Participation.

Stand walls bordering on visitor aisles must include glass panels, alcoves, displays, etc. to give them a more appealing look.

The exhibitor's name and location must be indicated on the stand in a clearly visible manner.

The stand walls facing neighbouring stands should be kept neutral, white and clean above a height of 2.50 m to prevent any conflict of design with the neighbouring stand.

### 4.7.2. Checking stand size

The stand area is measured out on the hall floor by MMG and marked at the corners.

After stand space has been allocated, each exhibitor is obliged to check the location and size of any installations, in particular fire alarms, utility ducts, ventilation systems, etc. and, where necessary, instruct the stand-builder accordingly.

The boundaries of the stand area must be observed.

(See also Item 4.7.4. Hall floors)

### 4.7.3. Structural modifications to halls

Hall components and technical facilities may not be damaged, soiled or in any way changed (e.g. by drilling of holes, use of nails or screws, etc.). Nor may paint, wallpaper or adhesives be applied to them.

Securing exhibits via floor anchorages is only possible in exceptional, justified cases with the written consent of the M,O,C, Technical Services Department. To this end, the floor anchorages required should be registered in writing with the M,O,C, Technical Services Department two weeks prior to the commencement of the stand set-up period at the latest. To-scale plans with details of location, anchorage type, drill hole diameters and number of anchorages should be attached to the application.

The number of anchorages should be kept to an absolute minimum. The exhibitor has no entitlement to the fitting and use of floor anchorages. Messe München GmbH reserves the right to prescribe the materials to be used for anchorages. In cases where non-approved materials are used and/or floor anchorages are fitted without MMG's written consent, flat-rate repair charges of EUR 50 per drill hole plus VAT will be raised.

Stand structures and exhibits may not subject hall components and technical facilities to any strain they were not intended to withstand. Hall columns/supports within the stand area may, however, be integrated into the stand design providing they are not damaged and the maximum stand height is not exceeded. Joints on hall walls, ceilings and floors may under no circumstances be damaged by chiselling, foundation work or the like. No bolts or anchorages may be fitted.

### 4.7.4. Hall floors

Carpets and other floor coverings must be laid with due regard to safety and may not protrude beyond the stand area.

Only adhesive tape that leaves no traces when removed may be used to fix such coverings. No other adhesive materials or paint may be used on the hall floors.

Any materials used must be removed without leaving any traces. Substances such as oil, grease, paint and the like must be removed from the floor immediately.

Utility ducts are located every 6 m x 12 m. Usage of the utility ducts is reserved exclusively for MMG's accredited service partners.

### 4.7.5. Suspending items from the hall ceiling

#### 4.7.5.1. Provision of fixing points

The provision of supporting structures and fixing points for suspending items from the hall ceiling is the exclusive responsibility of MMG. Any changes to supporting structures may only be carried out by MMG. To this end, MMG will appoint specialist subcontractors to do the work required.

To the extent structurally feasible, the exhibitor will be provided with a fixing point at the desired position above the stand area. Plans should be attached to the order (form in Technical Order Form Booklet), clearly showing the desired positioning of the fixing points and height details.

Items to be suspended may only be located above and within the stand confines. Construction and advertising hoarding heights are to be taken into account. MMG will review the feasibility of the desired fixing points.

Each suspension point of the hall ceiling structure can withstand a maximum perpendicular load of 25 kg.

#### 4.7.5.2. Attaching items to the fixing points

Items to be suspended from the fixing points ordered (lighting supports, spotlights, etc.) may only be fitted by the given exhibitor's own specialists or by specialist companies authorised to do so in compliance with relevant German and/or EU regulations and accepted technical practice.

With regard to the attachment and securing of items to be suspended, relevant safety regulations and in particular the German ordinances BGV A 1 (general requirements), BGV C 1 (venues and production sites for stage performances), BGV D 8 (hoisting, lifting and winching equipment) and, if applicable, VstättV (safety code governing places of assembly) must be observed. Cable connections for load-bearing purposes must comply with DIN 56-921-11; cable clamps may not be used.

For safety reasons, the following rules also require compliance. The following are prohibited:

- Suspending of stand components or exhibits
- Securing of stand components or exhibits (stand components and/or exhibits must stand securely in their own right)
- Suspending of items with a rigid and/or frictional connection to the hall floor.

Exceptions to these rulings require MMG's prior written authorisation.

### 4.7.6. Stand perimeter walls

Partition walls can be ordered via the Technical Order Form Booklet.

The partition walls and supports may be neither modified nor processed by exhibitors. The exhibitor is liable for any damage to persons or property arising from non-compliance with this ruling.

### 4.7.7. Advertising media/Presentations

Stand and exhibit inscriptions, logos and trademarks may not exceed the specified height. In the case of advertising media bordering directly on a neighbouring stand, a distance of 1 m should be kept free to the perimeter of the stand concerned.

All types of performances and presentations as well as all forms of visual, moving or acoustic advertising require MMG's prior written approval. They may not disturb any other event participants, cause crowding that blocks the aisles nor drown out the public address system in the halls. The noise level at the stand perimeter may not exceed 70 dB(A).

Despite having given its prior approval, MMG is entitled to restrict or prohibit such performances as cause noise, visual disturbance, dirt, dust, vibrations or other emissions or, for other reasons, constitute a significant disturbance to the event or its participants.

Flashing, rotating or fast-moving advertising media are prohibited, as is moving advertising on the stand perimeter.

The distribution of printed matter and the use of advertising media is not permitted outside the boundaries of the exhibitor's own stand.

MMG reserves the right, however, to enforce further restrictions in specific cases. MMG is entitled to access stands to check that the above regulations are being observed.

MMG is also entitled at the risk and expense of the given exhibitor to remove, cover over or otherwise prevent advertising violating the above regulations.

If a fair, exhibition or other event is not organised by MMG but by another organiser, the organiser concerned is entitled to exercise MMG's rights described above.

## 4.8. Open-air area

The M,O,C, has no outdoor exhibition area.

## 4.9. Two-storey stand construction

### 4.9.1. Application for planning permission

Two-storey exhibition stands can only be built in the halls providing prior approval has been granted by Munich Municipal Fire Department, MMG's exhibition management responsible for the given project and the M,O,C, Technical Services Dept. Approval is also dependent on the required position in the hall and the floor space needed. An essential factor in the approval process is what effect the given two-storey stand will have on the design and transparency of the hall as well as on neighbouring stands.

#### 4.9.2. Conditions applying to covered stand areas, height of internal stand areas, safe distances

The maximum stand height is set separately for each event and stipulated in the Terms of Participation and/or the "Important Notes" section of the Order Forms for Exhibitor Services.

The clearance height in internal areas of two-storey stands must be at least 2.40 m on both the lower and upper floors.

A sprinkler system needs to be installed in accordance with VDS regulations if the covered stand area exceeds 30 m<sup>2</sup>, with one sprinkler unit to be installed for every 12 m<sup>2</sup> of covered space or part thereof. All rooms are to be encompassed by the sprinkler system.

The minimum distance for stairways, open cabins, terraces/catering areas to the edge of aisles is 1 m and to the perimeter of a neighbouring stand 3 m. If it is impossible to maintain the minimum distance to the neighbouring stand, some form of screening of at least 2 m in height is to be erected in the area concerned for privacy purposes.

#### 4.9.3. Working loads/Load acceptance

The working load of the floor of the upper storey of a two-storey stand within an exhibition hall must comply with DIN 1055 Part 3, Table 1 as follows: If the storey is used for meetings and customer service purposes, i.e. it is furnished with tables and chairs in a free arrangement or in the form of meeting cabins, it must withstand a working load of 3.5 kN/m<sup>2</sup>. Unlimited use as an exhibition or sales area, as an assembly room with or without rows of chairs, the floor of the upper storey must be able to withstand a working load of 5.0 kN/m<sup>2</sup>. The respective use made of it must be marked clearly in the plans submitted for approval purposes.

Stairways must always be able to withstand working loads of 5.0 kN/m<sup>2</sup>. Balustrades and banisters must be designed to withstand loads of 1 kN/m at handrail height. Proof must be provided that the pressure applied by the supports does not exceed the maximum permissible pressure the hall floor can withstand (see Item 3.1 Hall data).

#### 4.9.4. Escape routes/Stairways

On two-storey stands with an area covered by the upper storey of up to 100 m<sup>2</sup>, only one stairway is required. The stairway must emerge beyond the covered area of the stand. The length of any escape route from the upper floor to a main hall aisle on the ground floor may not exceed 25 m. The stairway used for this purpose may not be of an open- or solid-newel type.

Stairways require a minimum width clearance of 1 m.

On stands with an upper storey area in excess of 100 m<sup>2</sup>, at least two stairways are required to be located at opposite ends of the stand.

One of the two stairways must emerge beyond the covered area of the stand. All stairways should be designed to comply with DIN 18065. No items may be stored or shelving installed in areas on or under stairways without risers.

Handrails must offer a secure grip and be of a continuous nature.

#### 4.9.5. Building materials

On two-storey exhibition stands, load-bearing components, ground floor ceilings and upper storey floors must be made of at least fire-retardant (according to DIN 4102 or EN DIN 13501-1) building materials.

Floor coverings, wall panelling and ceilings can be made of such building materials as are allowed and normally used for stand-building purposes. Anchoring materials to the floors in the halls is not permitted.

General statutory building regulations require compliance. We also reserve the right to impose further requirements in respect of safety and fire prevention until such time as acceptance of the given stand has been granted.

#### 4.9.6. Upper storey

All rooms used by staff (offices, recreation rooms, meeting rooms, etc.) must offer an adequately clear view of the nearest escape route and the path leading to same.

The bottom of any balustrades must be fitted with skirting of at least 0.05 m in height as well as knee-high skirting, grid or solid panelling or similar to prevent persons from falling. To prevent objects (e.g. glasses) from being placed on balustrades where they can easily fall off, the handrails or the tops of the balustrades must be appropriately shaped e.g. circular or semi-circular. Balustrades should be designed and constructed in compliance with Items 4.6. and 4.9.3.

No areas located on the upper floor may have a closed ceiling or canopy. Metal grids with openings measuring 1 cm x 1 cm are permitted. Inclusive of lighting units, the open area of the upper-storey ceiling must comprise at least 80% of the floor area.

#### 4.10. Dismantling stands

By the end of the dismantling period set for a given event (see Special Terms of Participation and the "Important Notes" section of the Order Forms for Exhibitor Services), the exhibitor is obliged to completely clear the stand of all stand-building material, exhibits and any other items and restore the stand area to its original state.

After the set dismantling period has elapsed, MMG is entitled but not obliged to have any items left on the stand removed and stored by an authorised forwarding agent at the expense and risk of the exhibitor and charge an appropriate handling fee for doing so. MMG is entitled to dispose at the exhibitor's expense of any exhibition-related material and all other items left on the stand after the set dismantling period has elapsed.

### 5. Technical safety regulations, other technical requirements and supply systems

#### 5.1. General regulations

Stand construction and dismantling work may only be carried out in accordance with the relevant statutory labour and industrial regulations valid at the given time.

##### 5.1.1. Damage

Any damage caused by exhibitors or their agents within the M,O,C, its buildings or facilities will be remedied by MMG at the expense of the exhibitor concerned at the end of the given event.

#### 5.2. Use of machinery

The use of stud guns is prohibited.

The use of woodworking machines without chip exhausters is not permitted.

Only such cranes, fork-lift trucks and work platforms as are supplied by MMG's authorised service partners and which do not produce exhaust gases may be used. In special cases, the approval of the M,O,C, Technical Services Dept. must be sought.

#### 5.3. Electrical installation

##### 5.3.1. Connections

Electrical installations from the utility ducts to the stands may only be fitted by MMG and/or contractors appointed by it. The electrical installations to be exclusively fitted by MMG and/or contractors appointed by it include the main electrical connection and cabling, the master fuse and, if applicable, the master switch/electricity meter. The M,O,C, Technical Services Department reserves the right to restrict the electrical connection to one basic connection per stand space unit for reasons of safety.

The use of generators on the stands is prohibited unless prior written approval has been obtained from the M,O,C, Technical Services Dept. The exhibitor is not allowed to obtain electricity for his stand from such persons as have not been authorised to supply electricity by MMG. Exhibitors are expressly forbidden to obtain electricity from neighbouring stands. Furthermore, exhibitors are not entitled to supply any third parties at the trade fair centre apart from his co-exhibitors with such electricity as is supplied to him by MMG. This applies particularly to neighbouring stands.

A ground plan indicating the required position of the connections should be attached to the orders (forms in Technical Order Form Package).

The exhibitor is responsible for ensuring that the electrical installation is able to provide all items on the stand requiring electricity with sufficient power such that they can operate simultaneously. Should MMG determine that the electrical installation ordered by the exhibitor cannot guarantee the simultaneous operation of all items requiring electricity, MMG is entitled to upgrade the electrical installation at the expense of the exhibitor without being asked to do so by same.

Power supply lines will be laid in utility ducts wherever possible, but may under certain circumstances have to be run above ground if the location of the connection point makes this necessary.

MMG is entitled to run power lines and connections serving neighbouring stands across the exhibitor's stand unless MMG can provide the electrical connection to the neighbouring stands at the same or lower cost without laying supply lines and connections across the exhibitor's stand.

Should the exhibitor wish power lines to be laid across public aisles or third-party stands, MMG's prior approval must be sought. Any power lines laid in this respect must give due consideration to the safety of the public and exhibitors alike and are payable by the exhibitor concerned.

To the extent that power consumption is not payable on a flat-rate basis, it will be determined via the meter fitted and invoiced at the per-kWh prices shown in the Technical Order Form Booklet.

For safety reasons, Messe München GmbH reserves the right to switch off the exhibitor's power supply after the event has finished.

##### 5.3.2. Stand installation

Electrical installation work within the confines of the stand can be carried out by the exhibitor's own electrical fitters or approved electrical contractors in accordance with VDE regulations (Association for Electrical, Electronic & Information Technologies) EU requirements and accepted technical practice.

Electrical installation work within the confines of the stand can also be carried out by MMG and/or contractors appointed by it providing an appropriate order is submitted.

Any connections, machines or equipment that have not been authorised, do not comply with the relevant regulations or use more power than indicated in the application are prohibited. They can be removed from the stand and put in storage by MMG at the expense and risk of the exhibitor.

##### 5.3.3. Installation and operating regulations

All electrical installations must be fitted in compliance with the latest safety regulations issued by the VDE, whereby special attention should be given to VDE 0100, 0108 and 0128 and IEC Norm 60364-7-711.

The ratio of high or low-frequency interference transmitted to the mains may not exceed the levels specified in VDE 0160, VDE 0838 (EN 50 006) and EN 61 000-2-4.

Conductive components must be included in the precautions intended to prevent indirect contact (stand earthing).

The regulations set out in the "Electrical Installation on Exhibition Stands" section of the Technical Order Form Package require full compliance.

All exhibition stand electrical installations will be inspected by an expert for compliance with the regulations effective at the given time for the M,O,C,. The inspection will be organised by MMG.

#### 5.3.4. Safety precautions

As a special safety precaution, all heat-generating and heat-emitting electrical equipment (hot-plates, spotlights, transformers, etc.) must be installed on a non-flammable, asbestos-free base and monitored adequately during operation.

Depending on the amount of heat generated and/or emitted, adequate distance must be maintained between the equipment concerned and any flammable materials in the vicinity.

Lamps may not be attached to flammable decorations or the like.

#### 5.3.5. Safety lighting

Stands whose specific design or structure render the given building's general safety lighting ineffective must be equipped with their own, additional safety lighting in accordance with VDE 0108. It must be installed in such a manner that the general escape routes can be accessed safely.

### 5.4. Installation of water/waste water facilities

#### 5.4.1. Connections

Water/waste water facilities from the utility ducts to the stands may only be installed by MMG and/or a contractor appointed by it. The water/waste water installations encompass the main water connection (supply and drainage) with supply and drain pipes as well as a water meter if applicable. Exhibitors are not allowed to obtain water for their stand from such persons as have not been authorised to supply water by MMG. Furthermore, exhibitors are not entitled to supply any third parties at the M,O,C, apart from his co-exhibitors with such water as is supplied to them by MMG. Exhibitors are above all prohibited from supplying neighbouring stands with such water as is supplied to them by MMG.

Connection plans indicating the required position of the connections should be attached to the orders (forms in Technical Order Form Booklet).

The exhibitor is responsible for ensuring that the water/waste water installation is able to cater for all items on the stand requiring water/waste water facilities such that they can all operate simultaneously. Should MMG determine that the water/waste water installation ordered by the exhibitor cannot guarantee the simultaneous operation of all items requiring such facilities, MMG is entitled to upgrade the water/waste water installation at the expense of the exhibitor without being asked to do so by same.

Water/Waste water piping in the halls will be laid in utility ducts wherever possible, but may under certain circumstances have to be run above ground if the location of the connection point makes this necessary.

MMG is entitled to run water/waste water pipes and connections serving neighbouring stands across the exhibitor's stand unless MMG can provide the water/waste water connection to the neighbouring stands at the same or lower cost without laying pipes and connections across the exhibitor's stand.

Should the exhibitor wish piping to be laid across public aisles or third-party stands, MMG's prior approval must be sought. Any piping laid in this respect must give due consideration to the safety of the public and exhibitors alike and is payable by the exhibitor concerned.

To the extent that water consumption is not payable on a flat-rate basis, it will be determined via the meter fitted and invoiced at the per-m<sup>3</sup> prices shown in the Technical Order Form Booklet. As far as connections with a pipe diameter of ½" are concerned, the water consumption and basic charge are included in the price of the main water connection.

Waste water polluted with chemicals may not be fed into the sewage system (see also Item 6.2.1).

For safety reasons, Messe München GmbH reserves the right to cut off the exhibitors' water supply after the event has finished.

#### 5.4.2. Stand installation

Plumbing facilities (water/waste water facilities) within the confines of the stand can be installed by the exhibitor's own plumbers or approved plumbing contractors in accordance with relevant German/EU requirements and accepted technical practice.

Plumbing work within the confines of the stand can also be carried out by MMG and/or contractors appointed by it providing an appropriate order is submitted.

To the extent that plumbing work including connecting-up equipment requiring water supply and waste water drainage facilities e.g. sinks is not to be carried out by MMG and/or contractors appointed by it, the exhibitor has to notify MMG in good time prior to the commencement of the work concerned, but 14 days prior to the stand construction period at the latest, as to which plumbing contractors and/or plumbers will be carrying out the plumbing work. If MMG is not supplied with this information by the set time, MMG will connect-up the equipment requiring water/waste water facilities and charge the exhibitor with the costs incurred based on the rates applying to the given event.

Any connections, machines or equipment that have not been authorised, do not comply with the relevant regulations or use more water than indicated in the application are prohibited. They can be removed from the stand and put in storage by MMG at the expense and risk of the exhibitor.

Dishwashers without integrated drainage pumps are not connected to the water mains for safety reasons if the drainage gradient is considered inadequate.

The connection of refrigerators/freezers with open-cycle cooling systems should be registered with the M,O,C, Technical Services Department. The water consumed will be measured via meters and charged at the rates stipulated in the Order Forms for Exhibitor Services. MMG reserves the right to prohibit the use of refrigerators/freezers with open-cycle cooling systems.

### 5.5. Installation of compressed-air facilities

#### 5.5.1. Connections

The provision of exhibition stands with compressed air is only possible via compressors. At the request of the given exhibitor, MMG will install a compressor for the supply of compressed air on the stand concerned. The use of a compressor to be supplied by the exhibitor himself has to be notified to MMG's Technical Exhibition Services Division 4 weeks prior to commencement of the stand set-up period of the given event at the latest. Exhibitors are not allowed to obtain compressed air for their stands from such persons as have not been authorised to supply compressed air by MMG. Exhibitors are above all prohibited from obtaining compressed air from neighbouring stands. Furthermore, exhibitors are not entitled to supply any third parties at the trade fair centre apart from their co-exhibitors with such compressed air as is supplied to them by MMG. Exhibitors are above all prohibited from supplying neighbouring stands with such compressed air as is supplied to them by MMG.

Compressed air piping will be laid in utility ducts wherever possible, but may under certain circumstances have to be run above ground if the location of the connection point makes this necessary.

MMG is entitled to run compressed air piping and connections serving neighbouring stands across the exhibitor's stand unless MMG can provide the compressed air connection to the neighbouring stands at the same or lower cost without laying pipes and connections across the exhibitor's stand.

Should the exhibitor wish piping to be laid across public aisles or third-party stands, MMG's prior approval must be sought. Any piping laid in this way must give due consideration to the safety of the public and exhibitors alike and is payable by the exhibitor concerned.

Orders (service forms in the Exhibitor Service Booklet) should be accompanied by an outline sketch of the stand showing the desired location of the connections.

For safety reasons, Messe München reserves the right to cut off the exhibitors' compressed-air supply after the event has finished.

#### 5.5.2. Stand installation

Compressed-air installation work within the confines of the stand can be carried out by the exhibitor's own fitters or approved contractors in accordance with German/EU requirements and accepted technical practice.

Compressed-air installation work within the confines of the stand can also be carried out by MMG and/or contractors appointed by it providing an appropriate order is submitted.

To the extent that compressed-air installation work including connecting-up equipment requiring compressed air (appliances with gas connections) is not to be carried out by MMG and/or contractors appointed by it, the exhibitor has to notify MMG in good time prior to the commencement of the work concerned, but 14 days prior to the commencement of the stand construction period at the latest, as to which contractors and/or fitters will be carrying out the compressed-air installation work. If MMG is not supplied with this information by the set time, MMG will connect-up the equipment requiring compressed air and charge the exhibitor with the costs incurred based on the rates applying to the given event.

Any connections, machines or equipment that have not been authorised, do not comply with the relevant regulations or use more compressed air than indicated in the application are prohibited. They can be removed from the stand and put in storage by MMG at the expense and risk of the exhibitor.

#### 5.5.3. Information and communications services

All fixed-line connections for information and communications services are provided exclusively by MMG. Connection plans indicating the required position of the connections should be attached to the orders (forms in Exhibition Services Booklet).

### 5.6. Machinery, pressure containers and exhaust systems

#### 5.6.1. Machine noise

The operation of any noise-emitting machinery and/or devices requires MMG's prior written approval. It may not disturb any other event participants, cause crowding that blocks the aisles nor drown out the public address system in the halls. Noise-emitting machinery and/or devices may only be operated for short periods of time and only as long and often as the given demonstration requires. The noise level at the stand perimeter may not exceed 70 dB(A).

Despite having given its prior approval, MMG is entitled to restrict or prohibit such performances as cause noise, visual disturbance or, for other reasons, constitute a significant disturbance to the event or its participants.

If a fair, exhibition or other event is not organised by MMG but by another organiser, the organiser concerned is entitled to exercise MMG's rights described above.

#### 5.6.2. Equipment and Product Safety Code

The exhibitor undertakes to only display those machines, equipment and other products as comply above all with the Equipment and Product Safety Code (GPSG) and the ordinances passed on the basis of this code (GPSGV), by means of which the relevant EU directives (e.g. Machinery Directive, Low-voltage Directive and PSA Directive) have been enforced.

All machines that are subject to the Machinery Directive must bear CE coding as well as be accompanied by an EU Conformity Declaration and/or a Manufacturer's Declaration together with the relevant operating instructions. Electric equipment that is subject to the Low-voltage Directive must bear CE coding. Personal protective equipment that is subject to the PSA Directive must bear CE coding and be accompanied by the manufacturer's information brochure.

The only exceptions to this are such exhibits as are intended solely for export to countries outside the territory of the European Economic Community (EEC).

The exhibitor authorises MMG with the approval of the relevant authorities to publicly declare on his behalf that the conformity evaluation procedures have not yet been concluded in connection with such exhibits as do not have the prescribed CE coding and that these exhibits do not yet comply with the formal and safety provisions of the relevant regulations and may not be sold or purchased in the countries of the EU and territory of the EEC until such time as they comply with these regulations.

At the request of the relevant authorities, the exhibitor must attach an "exhibition sign" to exhibits without the prescribed CE coding clearly indicating that the exhibitors concerned do not comply with GSG (Equipment Safety Code) requirements and may not be purchased in countries of the territory of the EEC until such time as they comply with the relevant regulations.

Any precautions necessary for the protection of persons must be taken by stand personnel in connection with demonstration activities.

The stand personnel is also responsible for ensuring that no unauthorised switching processes occur whatsoever.

#### 5.6.2.1. Safety devices

Machinery and equipment components may only be operated if all relevant safety devices are in place. The standard safety devices can be replaced by a secure covering made of organic glass or another suitable, transparent material.

Where equipment is not operated, the safety devices can be removed to give visitors a clearer view of the design and construction of the otherwise covered components.

The safety devices must then be clearly displayed next to the machine.

#### 5.6.2.2. Test procedures

The exhibited technical equipment will be inspected for its accident prevention and safety characteristics by the relevant supervisory authority – the Factory Inspectorate – together where necessary with the relevant technical committees of the Employers' Liability Insurance Association and for its compliance with the relevant safety requirements. Exhibitors are advised to have their EU Conformity Declaration available on the stand for CE coding verification purposes. If in doubt, exhibitors should contact the relevant authorities in good time prior to commencement of the event.

#### 5.6.2.3. Operating prohibition

Furthermore, MMG is entitled to prohibit the operation of machinery, equipment and other devices at any time MMG deems it to constitute a risk for persons and/or property.

#### 5.6.3. Pressure containers

##### 5.6.3.1. Acceptance certificates

Pressure containers may only be operated on the stand if the tests/acceptance inspections required by the Operating Safety Directive valid at the given time or equivalent tests/acceptance inspections within the EU have been carried out on them. Any proof of testing issued as a result should be kept on the stand near the pressure container concerned and presented at the request of the relevant supervisory authorities.

##### 5.6.3.2. Testing

Certificates issued on the basis of the structural and water pressure test or comparable test for pressure containers of any type are not considered sufficient proof. If applied for in good time, 4 weeks prior to the commencement of the event at the latest, pressure containers subject to testing can be put through the acceptance test by the Technical Inspectorate up to one day prior to the commencement of the event providing the structural and water pressure test certificate is presented and a qualified fitter is present on the exhibition stand.

##### 5.6.3.3. Hired equipment

If hired equipment is used on the stand, the above regulations apply accordingly. Above all, any proof of testing issued (5.6.3.1.) should be kept on the stand near the pressure container concerned and presented at the request of the relevant supervisory authorities.

##### 5.6.3.4. Verification

The requisite acceptance certificates should be available on the stand for Factory Inspectorate verification purposes.

#### 5.6.4. Exhaust gases and vapours

Vapours and gases which are emitted by exhibits and equipment and are flammable, toxic or merely unpleasant for event participants may not be released within the M.O.C, but must be fed out into the open air via appropriate pipes and ducting in accordance with the German Emissions Control Act valid at the given time.

#### 5.6.5. Exhaust systems

Such vapours and gases as are flammable, toxic or merely unpleasant for event participants must be fed off via an exhaust duct.

The extractors may only be installed by MMG or a contractor appointed by it. Orders (service form in the Exhibitor Service Booklet or on request from M.O.C, Technical Services Department) should be accompanied by an outline sketch of the stand showing the desired location of the extractors.

#### 5.7. Use of compressed gases, liquid gases and flammable liquids

As a general rule, the use of compressed gases, liquid gases and flammable liquids is prohibited. An exception to this ruling, which must be applied for via the "Application for Preventive Fire Protection Measures" form, can be granted by the Munich Municipal Fire Department. The requirement for approval being granted exceptionally is that the usage of compressed gases, liquid gases and flammable liquids applied for is necessary for the operation or demonstration of exhibits. Exhibitors have no entitlement to approval being granted exceptionally. Empty containers that have been used for storing compressed gases, liquid gases or flammable liquids may not be kept or stored on the stand or in the hall. Only empty cylinders are allowed for devices and equipment that are not operated for demonstration purposes and must be clearly labelled as such. Under no circumstances may full cylinders be stored in the halls.

##### 5.7.1. Compressed gas

Compressed-gas cylinders must be protected against impact, falling over, unauthorised access and heat in accordance with the relevant accident prevention regulations. Compressed-gas cylinders should be stored in an upright position.

##### 5.7.2. Liquid gas

Only under the condition that no electric or natural gas systems may be operated for the demonstration of exhibits may liquid gas systems be exceptionally approved given compliance with the following provisions:

- The location of the installation must be coordinated with Munich Municipal Fire Department.
- The maximum quantity of liquid gas that is permitted to be kept on the stand is 11 kg.
- The liquid gas cylinder is to be protected against unauthorised access and heat and kept in a fully sealed, appropriately marked sheet metal cabinet (yellow label with a black "G") with floor ventilation.
- Compliance with system, location and leakage requirements is to be verified and certified by an independent expert (TRF 9.1 and 9.3).

- The pipes and cables of the liquid gas system are to be laid such that they are pullrelieved and protected against mechanical stress.
- Usage for heating and cooking purposes is prohibited.
- An officially approved fire extinguisher (PG 6 as per DIN 14406 or DIN EN3) is to be kept on the exhibition stand.
- Each item of gas-driven equipment must be fitted with a stopcock that is easily accessible at all times. The storage of liquid gas cylinders in the exhibition halls is prohibited.
- The Code of Practice for Liquid Gas (TRF) must be observed.

#### 5.7.3. Flammable liquids

Approval for the use of flammable liquids can only be granted in connection with the operation or demonstration of exhibits. See the "Application for Preventive Fire Protection Measures" form in the Order Forms for Exhibitor Services for further information.

Equipment operated or demonstrated with flammable liquids must be provided with non-flammable spill basins at all filling points as well as at all locations from which liquids can escape. As filling equipment with liquids is a particularly dangerous operation, maximum care and caution is required. Equipment that has reached operating temperature may not be filled with flammable liquids. Flammable liquids that have leaked out must be removed immediately from the basins and disposed of safely due to the potential risk of fire or explosion. Smoking is strictly prohibited at the place of use.

Appropriate signs must be provided. Only authorised persons may be allowed access. An officially approved fire extinguisher in accordance with DIN 14406 or DIN EN3 is to be kept on the exhibition stand.

#### 5.8. Asbestos and other dangerous substances

The use of materials or products with an asbestos content or of any other dangerous substances is prohibited. The law for the protection against dangerous substances (Chemicals Act) valid at the given time in conjunction with the Chemicals Prohibition Directive valid at the given time and the Dangerous Substances Directive valid at the given time all apply in this connection.

#### 5.9. Assembly rooms (Film, slide and television shows and other presentations)

Presentations and acoustic advertising require MMG's prior approval and must occur in such a way as not to disturb any neighbouring exhibitors. The noise level at the stand perimeter may not exceed 70 dB(A). Despite having given its prior approval, MMG is entitled to restrict or prohibit such presentations as cause noise, visual disturbance or, for other reasons, constitute a significant risk or disturbance to the event or its participants. The regulations stipulated by the relevant authorities must be observed.

Naked flames, open fires and actions constituting a fire risk are prohibited. Any exceptions to this ruling require the approval of Munich Municipal Fire Department. Electric switching systems may not be accessible to visitors.

To the extent that more than 200 seats need to be arranged, the entire number of seats must be shown in a separate plan (seating plan scale 1:200) in triplicate, as should the total number of persons using the individual escape routes. A copy of the plan approved for the given usage should be displayed in a clearly visible location near the main entrance to the assembly room concerned.

Each assembly room must have a sufficiently clear view of its adjoining area. Messe München GmbH reserves the right to impose additional conditions should the need arise. Exhibitors' particular attention is drawn to the Assembly Place Directive (VStättV) applying in Bavaria in the version dated 2 November 2007 (above all the operating requirements in part 4 set out under paragraphs 31 and 43 as well as paragraph 10 section 1, paragraph 14 section 3 and paragraph 19 section 6).

The width of the emergency rescue routes in assembly rooms is to be calculated on the basis of the maximum number of persons using them in case of emergency. The width clearance of each section of any given emergency rescue route must amount to at least 1.20 m per 200 persons. Graduated increases are only allowed in steps of 0.60 m. The required width of the given rescue routes must be verifiably calculated through to the circulation areas.

Exits in darkened rooms must be lit adequately (signs according to DIN 4844 or BGV A8). Curtains in the vicinity of the exits must open easily to the minimum exit width prescribed, end 10 cm above the floor and be extremely flame retardant. They are to be provided with a coloured marking along the vertical edges used for opening and closing. They may not be sealed (tied together or similar) during operating hours.

Applications should be submitted via the "Application for Preventive Fire Protection Measures" form in the Order Forms for Exhibitor Services.

Assembly rooms must have at least two exits leading directly to the hall aisles. These exits should be located as far apart from each other as possible. Seats arranged in rows must be fixed so they cannot be moved; any chairs arranged temporarily are to be firmly interconnected into rows. Seats must be at least 0.50 m wide. A width clearance of at least 0.40m must be provided between the rows of seats. Seats arranged in blocks may comprise no more than 30 rows. Aisles with a minimum width of 1.20 m must be provided behind and between the blocks. No more than ten seats may be arranged at the side of an aisle. The seating plan must show places for both sitting and standing. The path from a seat at a table to the nearest aisle may not exceed 10 m. The distance between the tables should not be less than 1.50 m. The places for wheelchair users are to be marked separately.

Doors located on escape and rescue routes in assembly rooms must open out in the direction of escape and may have no thresholds. During the time in which persons stay in assembly rooms, the doors of the respective escape and rescue routes must be able to be opened from inside easily and to their full width at all times.

#### 5.10. Radiation protection

##### 5.10.1. Radioactive materials

The use of radioactive materials is only possible with a special permit and MMG's approval. The permit must be applied for via the appropriate authorities in accordance with the Radiation Protection Directive valid at the given time and submitted to MMG at least 6 weeks prior to commencement of the given event. Insofar as a permit has been issued, the exhibitor must prove that the intended use of radioactive materials at the M.O.C, is covered by the permit concerned.

See the Application for Preventive Fire Protection Measures form in the Order Forms for Exhibitor Services for further information.

### 5.10.2. X-ray equipment and spurious radiation equipment

The operation of X-ray and spurious radiation equipment requires a special permit and MMG's approval. The Directive on the Prevention of Damage by X-rays (RöV) valid at the given time must be observed. The operation of X-ray and spurious radiation equipment is subject to mandatory approval or notification pursuant to Sections 3,4,5 and 8 of the RöV. The relevant authority for Munich as the exhibition venue is the Munich State Factory Inspectorate to which the applications for approval or notification must be submitted. Notification must be submitted via the "Registration of Laser and X-Ray Equipment" form in the Order Forms for Exhibitor Services.

### 5.10.3. Laser equipment

The operation of laser equipment requires a special permit and MMG's approval. Notification of the operation of laser equipment is to be submitted to the relevant authority in accordance with BGV B 2 via the "Registration of Laser and X-Ray Equipment" form in the Order Forms for Exhibitor Services.

The operation of laser equipment will be checked by an independent inspector. The laser equipment may only be used if the conditions stipulated by the independent inspector are complied with.

### 5.10.4. High-frequency equipment, radio systems, electromagnetic fields

The operation of high-frequency equipment, radio systems and electromagnetic fields requires a special permit and MMG's approval.

The operation of high-frequency equipment and radio systems is only permitted if it complies with the provisions of the Telecommunication Installations Act and the Electromagnetic Compatibility of Equipment Act (EMVG) valid at the given time.

The use of paging systems, microport equipment, two-way radio intercom equipment and telecontrol equipment is subject to approval by the Telecommunications and Post Regulatory Authority. A copy of the approval documents issued by the Regulatory Authority is to be submitted to MMG in good time prior to the commencement of the given event.

Moreover, the operation of high-frequency equipment and radio systems is only permitted if a sufficiently large frequency gap is verifiably left between the frequencies/applications they use and those already in use at the M,O,C,. This verification must be submitted to MMG. Details regarding the frequencies/applications in use at the M,O,C, are available from the M,O,C, Technical Services Dept.

### 5.11. Cranes, fork-lift trucks, exhibition goods, packaging, goods consignments

The forwarding agents under contract to MMG, hereinafter termed "official forwarding agents", exercise sole forwarding agent rights at the M,O,C, e.g. transportation of exhibits, stand structures, etc. to the stands incl. provision of any auxiliary equipment required as well as customs clearance for temporary or permanent importation purposes. Only official forwarding agents may be appointed to render forwarding agent services at the M,O,C,.

MMG assumes no liability whatsoever for any risks arising from the activities of the official forwarding agents. No empty goods or packaging of any kind may be stored on the stands.

The exhibitor is not entitled to designate MMG as the consignee for goods consignments (exhibition goods, stand-building materials, information material and the like) or any other consignments that are not meant for MMG but for the exhibitor or a third party. MMG is entitled but not obliged at the expense and risk of the given exhibitor and against reimbursement of all the costs incurred to accept and store such consignments or appoint an official forwarding agent to store them, above all in respect of exhibition goods and packaging. No claims can be asserted against MMG to the effect that it accepted such consignments without checking their condition and completeness, did not check the cargo and forwarding-agent invoices issued or did not store or keep the given goods correctly.

### 5.12. Musical reproduction

For all types of musical and audio-visual reproduction, subject to the provisions of the Copyright Act valid at the given time, permission is required from the German Performing Rights Society (GEMA). The application for GEMA approval can be submitted via the corresponding form in the Technical Order Form Booklet.

Any non-approved musical reproductions may be subject to claims for damages being asserted by GEMA (Section 97 of Copyright Act).

### 5.13. Beverage dispensing systems

For the installation and operation of beverage dispensing systems on the stand, the relevant statutory legislation, above all the provisions of the Beverage Dispensing Systems Directive (TRSK) 400 No. 3.3.1 and No. 3.3.2 and the Operating Safety Directive (BetRSichV) valid at the given time, must be observed. Further information can be found on the „Registration of Beverage Dispensing Equipment/Notification of Intention to Serve Food and Beverages“ form in the Order Forms for Exhibitor Services.

### 5.14. Food supervision

In connection with the distribution of food samples for immediate consumption and the on-site sale of food and beverages, the relevant statutory legislation, above all the provisions of the Food Hygiene Directive valid at the given time, must be observed.

As far as the commercial production or distribution of food is concerned, the exhibitor must observe the provisions of the Infection Prevention Act. It is up to the exhibitor to inform himself about all relevant regulations, including those stipulated by local safety authorities, and to observe them. Further information can be found on the "Registration of Beverage Dispensing Equipment/Notification of Intention to Serve Food and Beverages" form in the Order Forms for Exhibitor Services.

### 5.15. Disturbance due to exhibition goods

Exhibition goods that, by virtue of their appearance, smell, noise, vibration or similar characteristics, constitute a significant disturbance to the running of the given event, and above all put event participants or third-party objects at considerable risk or impinge upon them, are to be removed immediately at MMG's request. This obligation of the exhibitor concerned still applies even if he indicated such characteristics in his application and his application was approved. Should the exhibitor fail to meet his obligation by not immediately removing the exhibition goods causing the disturbance, MMG is entitled to remove the exhibition goods concerned at the expense and risk of the exhibitor or close down his stand without the exhibitor being entitled to claim damages from MMG or the relevant organiser. In such cases, MMG decides when the stand that has been closed down should be dismantled.

If a fair, exhibition or other event is not organised by MMG but by another organiser, the organiser concerned is entitled to exercise MMG's rights described above.

## 6. Environmental protection

MMG is committed to the protection of the environment.

The exhibitor undertakes to ensure that he and his sub-contractors fully comply with all environmental protection-related regulations and requirements.

At the M,O,C,, such materials and products as are characterised by their durability, repair friendliness and recyclability, as produce less waste or waste that is easier to dispose of and/or as are made of residual materials or waste should be used to the greatest possible extent.

No non-recyclable crockery should be used for catering purposes. Beverages should be served as far as possible in recyclable containers. Should however non-recyclable crockery be used in exceptional circumstances, it should only be made of such materials as rot in a neutral manner so that the ground water is not affected or as can be burnt in waste incinerators without producing residues harmful to the environment.

### 6.1. Waste management

All persons generating waste at the M,O,C, are responsible for the correct, environmentally friendly disposal of same. All such persons have the option of taking the waste they generate with them and correctly disposing of same outside the M,O,C, or of commissioning MMG and/or contractors appointed by MMG to dispose of the waste on their behalf. Each person generating waste is obliged to comply with the regulations required by law and the relevant authorities as well as with the following provisions. Should the given person generating waste be working directly or indirectly on behalf of an exhibitor, the latter is then deemed to be responsible for this person's behaviour too. If the person generating waste fails to comply with the regulations required by law or the relevant authorities or with the following provisions, MMG is entitled to assert claims against the person concerned as well as against the exhibitor on whose behalf the person generating waste is directly or indirectly working. In such cases, the person generating waste and the exhibitor are deemed to be jointly and severally liable.

#### 6.1.1. Waste disposal

Exhibitors and the contractors they appoint are obliged to do their utmost to avoid generating waste in all phases of the given event including the stand set-up and dismantling periods. This aim must be incorporated in the planning work and co-ordinated with all those involved. Such materials as are recyclable and pollute the environment as little as possible should be used for stand-building purposes.

In accordance with City of Munich regulations, commercial waste may only be disposed of at municipal dumps and waste incineration plants if it has been separated into the various waste groups. Recyclable materials must therefore be handed in for recycling. Special waste is not accepted and must be disposed of via special companies. All waste generated at the trade fair centre must therefore be collected in separate containers from the outset or arduously separated into recyclable, incineratable and other waste groups after the event.

Paper and cardboard waste are to be disposed of in the waste paper container, glass waste in the waste glass container and other recyclable waste in the recyclable waste container.

As far as non-recyclable waste is concerned (apart from special waste and the other waste mentioned under Item 6.1.2.), insofar as it is left at the M,O,C, and the person generating it does not take it with him and dispose of it outside the M,O,C,, the person concerned must order containers for non-recyclable waste against payment of a fee or buy appropriate waste bags and put the non-recyclable waste into them or, in the case of loose quantities of waste, register these with the M,O,C, Technical Services Dept. or with the relevant contractor appointed by MMG. Further information can be found on the Waste Disposal form and the information sheets on display at the M,O,C, Technical Services Dept.

Should the person generating waste fail to meet his payment obligations vis-à-vis MMG in respect of waste disposal, MMG is entitled to assert claims against the person concerned as well as against the given exhibitor, insofar as the person generating waste is working directly or indirectly on behalf of the exhibitor concerned at the M,O,C,. Both are deemed to be jointly and severally liable.

#### 6.1.2. Waste requiring special supervision

Each person generating waste is obliged to notify MMG of any special waste or other waste that by virtue of its nature, characteristics or quantity constitutes a particular danger to public health or the environment or is explosive or combustible, and to have it disposed of correctly by an appropriate contractor appointed by MMG. The waste materials concerned are above all as follows:

Oils, detergents, spray cans with contents, impregnating agents, chemicals, salts, mercury (e.g. contained in switches and thermometers), emulsions, acids, lyes, paints, adhesives, waxes, solvents (such as petrol, spirit, tri acetone, paint thinner, glycerine), batteries, rechargeable batteries, electric circuits, fluorescent tubes, PVC leftovers (e.g. floor and wall tiles), television and radio sets, motors, refrigerators, etc.

The same applies to the disposal of rubble, bulky waste items and carpeting.

A charge is raised for the disposal of such waste. Should the person generating waste not meet the payment obligations arising from the disposal of such waste, MMG is entitled to assert claims against the person concerned as well as against the given exhibitor, insofar as the person generating waste has been working at the M,O,C, directly or indirectly on behalf of the exhibitor concerned at the M,O,C,. Both are deemed to be jointly and severally liable.

#### 6.1.3. Waste brought to the M,O,C,

Such materials and waste as are not used or generated in connection with the given event in the stand construction or dismantling periods or its actual duration may not be brought on to the M,O,C,.

### 6.2. Water, waste water, ground protection

#### 6.2.1. Oil/Grease separators

Waste water fed into the sewers may not contain more pollutants than is usual for the waste water produced by private households.

Oil/Grease separators are required if such oily/greasy waste water as exceeds this level has to be fed into the sewers.

As far as mobile catering facilities are concerned, all waste grease and oil must be collected and disposed of separately.

Any exhibitors manufacturing, processing or demonstrating oily or greasy goods or operating a commercial dish-washer with a duty cycle of 2 minutes maximum on their stands, must drain off any waste water generated via grease separators.

The service form for ordering the installation of a grease trap can be requested from the M,O,C, Technical Services Department.

### **6.2.2. Cleaning/Detergents**

MMG organises the cleaning of the exhibition grounds and the aisles in the halls. The exhibitor is responsible for cleaning his stand, which must be carried out and completed every day prior to the commencement of the given fair or event. If the exhibitor does not have the cleaning work performed by his own personnel, he is only allowed to appoint MMG-licensed contractors for such purposes. Any non-MMG-licensed cleaning contractors will be asked to leave the exhibition area.

Only biologically degradable products may be used for cleaning work. Any liquids, substances or other materials as are absolutely essential for cleaning the stand and/or cleaning, operating and maintaining exhibits, should be used so professionally and correctly that no harm is caused to the environment. Residual materials including any aids (e.g. impregnated cleaning wool) used are to be correctly disposed of as special waste. Any detergents containing harmful solvents may only be used in exceptional circumstances in accordance with the relevant regulations.

### **6.3. Environmental damage**

MMG must be notified immediately of any environmental damage/pollution (caused by e.g. petrol, oil, solvents, paint).

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Messe München GmbH