



Messe München  
International

# General Terms of Participation (A)

## New Munich Trade Fair Centre

### 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 oversubscribed 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 trade fair grounds 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 trade fair centre 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 atrium, in the loading yards, in the outdoor exhibition area as well as in the trade fair centre parking areas. MMG is entitled to expel such persons as are used for carrying advertising in a prohibited manner from the trade fair centre 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 trade fair centre to provide catering services on the given stand.

The supply of deliveries to exhibition stands particularly from sources located outside the trade fair centre 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 trade fair centre without corresponding authorisation from MMG. Exhibitors' passes are issued only after payment of the participation fee and the advance payment 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 governing the use of the trade fair centre and its grounds (New Munich Trade Fair Centre). 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 Fed-

eral 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 fulfill 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.

Status: October 2008