Heim+Handwerk
30th Sales Exhibition
Makes your Furnishing Dreams come true
1. – 9.12.2007
New Munich Trade Fair Centre

Application form for Exhibitors and Co-Exhibitors

Nomenclature

All-inclusive Stand

Particular Terms of Participation

General Terms of Participation
Your contact persons at the GHM

GHM Gesellschaft für Handwerksmessen mbH

Willy-Brandt-Allee 1
81829 Munich, Germany
Postfach 82 03 55
81803 Munich, Germany

www.hh-online.de

Project Management

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lehner@ghm.de

Telefax +49 (089) 949 55-129
Application form

Please note that only fully-completed application forms can be processed.

Your address

Please fill out the following details as they are entered in the Commercial Register!

Company

Telephone

Department

Fax

Street

Contact person

Post code/Town

E-mail

Country

Internet

Owner

First and last name

Details for company

Director

Com. Reg. no./Town

VAT Reg. no.

Address for invoice:

(must be entered)

Place/date

Application form

Please note that only fully-completed application forms can be processed.

Trade fair matters (correspondence) dealt with by following agency

Telephone

Fax

Contact person

E-mail

Internet

The inclusion of co-exhibitors and additionally represented companies is applied for (see General and Particular Terms of Participation). Please submit an application with full address for each co-exhibitor on a separate sheet.

We require the following stand area (without stand) in accordance with General and Particular Terms of Participation:

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Row stand</td>
<td>€ 119.00/m² (1 side open)</td>
</tr>
<tr>
<td>Corner stand</td>
<td>€ 133.00/m² (2 sides open)</td>
</tr>
<tr>
<td>End stand</td>
<td>€ 143.00/m² (3 sides open)</td>
</tr>
<tr>
<td>Island stand</td>
<td>€ 148.00/m² (4 sides open)</td>
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</table>

Size of stand (min. 15 m²)

Demonstration/presentation at stand

Plus AUMA contribution € 0,60/m² and statutory VAT.

We require an all-inclusive stand (stand site area including stand construction) in accordance with the General and Particular Terms of Participation, see separate information sheet.

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<tbody>
<tr>
<td>“Belly” row stand</td>
<td>€ 225.00/m²</td>
</tr>
<tr>
<td>“Belly” corner stand</td>
<td>€ 239.00/m²</td>
</tr>
<tr>
<td>“Perfect” row stand</td>
<td>€ 258.00/m²</td>
</tr>
<tr>
<td>“Perfect” corner stand</td>
<td>€ 271.00/m²</td>
</tr>
</tbody>
</table>

Size of stand (min. 15 m²)

Plus AUMA contribution € 0,60/m² and statutory VAT.

Exhibited items and services – see nomenclature under number:

- 01 Interior fittings and furnishings
- 02 Kitchens and bathrooms
- 03 Home accessories and crafts
- 04 Christmas, Advent
- 05 Multi-Media
- 06 Domestic appliances
- 07 Sauna, swimming pool and garden
- 08 Building, furnishing, technical equipment
- 09 Tools, machines, materials and DIY
- 10 Rehabilitation aids
- 11 Antiques
- 12 Other products

The numbers in the nomenclature which are allocated to the product(s) must be entered here at all costs.

This application form is only valid if submitted together with the completed and signed nomenclature!

The signatories confirm with their signature their acceptance of the General and Particular Terms of Participation and agree to the forwarding of their company data to service partners in the implementation of the trade fair for the purpose of advertising, market and opinion research in conformity with the Federal Data Protection Act.

Company stamp and signature of authorized signatories

Please repeat name of signatory in block capitals.

Place/date

To be filled out by Trade Fair Management

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<tr>
<td>Hall/Open area</td>
<td>Stand no.</td>
<td>R</td>
<td>E</td>
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<td></td>
<td></td>
<td>Frontage x depth</td>
<td>Total area</td>
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K B

Organizer: GHM Gesellschaft für Handwerksmessen mbH · Willy-Brandt-Allee 1, 81829 Munich, Germany · P.O. Box 8203 55, 81803 Munich, Germany · Telephone +49 (0 89) 949 55-0 · Telefax +49 (0 89) 949 55-239 · www.hh-online.de · messe@ghm.de
This form is prepared for return to us in an envelope with address window!

GHM Gesellschaft für Handwerksmessen mbH

Heim+Handwerk 2007
P.O. Box 82 03 55
81803 Munich, Germany
Application form for co-exhibitor
(to be filled out by main exhibitor!)

Please note that only fully-completed application forms can be processed.

Please fill out the following details as they are entered in the Commercial Register (where applicable!)

Information about co-exhibitor

Company
Department
Street
Post code/Town
Country

Company Information
Owner
Director
First and last name

VAT reg. no
Commercial Reg. no./Town

We as main exhibitor confirm that our co-exhibitor

will be represent with their own personnel and exhibition stock and/or services

Company name of main exhibitor

Exhibited items and services – see nomenclature under number:

01 Interior fittings and furnishings
02 Kitchens and bathrooms
03 Home accessories and crafts
04 Christmas, Advent
05 Multi-Media

06 Domestic appliances
07 Sauna, swimming pool and garden
08 Building, furnishing, technical equipment
09 Tools, machines, materials and DIY
10 Rehabilitation aids

11 Antiques
12 Other products

The numbers in the nomenclature which are allocated to the product(s) must be entered here at all costs.

This application form is only valid if submitted together with the completed and signed nomenclature!

The signatories confirm with their signature their acceptance of the General and Particular Terms of Participation and agree to the forwarding of their company data to service partners in the implementation of the trade fair for the purpose of advertising, market and opinion research in conformity with the Federal Data Protection Act.

Company stamp and signature of authorized signatories
Please repeat name of signatory in block capitals.

Place/date

To be filled out by Trade Fair Management

<table>
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<tr>
<th>Hall/Open area</th>
<th>Stand no.</th>
<th>R</th>
<th>E</th>
<th>K</th>
<th>B</th>
<th>Total area</th>
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GHM Gesellschaft für Handwerksmessen mbH

Heim+Handwerk 2007
P.O. Box 82 03 55
81803 Munich, Germany
Nomenclature

Our offer is classified under the following sectors/products (please tick the relevant items for your business):

01. Interior fittings and furnishings

- Acrylic glass furniture
- Airports
- Appliques
- Armchairs
- Bar equipment
- Bathroom furnishings
- Beds
- Bedsprays
- Bedspreads
- Chairs
- Chests
- Choirs
- Children’s see-saw
- Chinese furniture
- Coffered ceilings
- Colonial-style furniture
- Consoles
- Curtain rails
- Curtains
- Cushions and pillows
- Day-beds
- Decoration furs and pelts
- Decorative porcelain
- Designer furniture
- Desks
- Dining room furniture
- Display cabinets
- Down-filled quilts
- Drawing desks
- Drawing furniture
- Ecological furniture
- Entrance mats
- Fittings
- Food service equipment and accessories for aquariums
- Filling cabinets
- Fitted carpets
- Fitted cupboards
- Fitted shelves
- Floor coverings
- Floral decoration furniture
- Foldaway beds
- Folding beds
- Folding furniture
- Fur blankets
- Furniture fabrics
- Furniture fittings
- Furniture for plants
- Furniture internal fittings
- Futons
- Globes
- Grandfather clocks
- Half furniture
- Hammocks
- Indoor fountains
- Interior decoration

02. Kitchens and bathrooms

- Labs
- Lampshades
- Laundry slides
- Leather
- Leather-upholstered furniture
- Libraries
- Lighting fixtures
- Living room furniture
- Loungers
- Mirrors
- Mirrors with included TV
- Multi-purpose
- Net curtains
- Office furniture
- Oriental carpets and rugs
- Posamentes
- Quilts
- Quilts and duvets
- Radiaehesty
- Radiator panels
- Rocking chairs
- Room decoration
- Room dividers
- Rooms furnished in country style
- Serving trolleys
- Self-contained office cupboard
- Shelves
- Shoe cabinets
- Shoe scrapers
- Showers
- Soap dispensers
- Solid timber kitchens
- Toilet and shower rooms
- Steatites oven
- Stools
- Stove benches
- Strongboxes
- Suspended chairs
- Swivel chairs
- Table cloths
- Table lights
- Table linen
- Tables
- Tiled stoves
- Tubular steel furniture
- Unit furniture
- Upholstered beds
- Upholstered furniture
- Wardrobe cupboards
- Windows
- Work table
- Woolen blankets
- Writing cabinets

03. Home accessories and crafts

- Alabaster products
- Artificial flowers
- Artificial glass work
- Artistic calendars
- Artistic lamps
- Artistic metal pictures
- Artwork
- Baskets
- Basketweaving
- Bedware
- Beeswax candles
- Bonsai plants
- Bowls, crafts and residential accessories
- Brasswork
- Bronze products
- Candelabras
- Candle holders
- Candles
- Ceramics
- Chess games
- Chessboards
- Chinese art
- Chip boxes
- Christmas decorations
- Christmas nativity scenes
- Christmas tree decoration
- Coat of arms
- Copper pictures
- Crockery
- Crystal glasses
- Crystal mirrors
- Crystal products
- Cutlery, crafts and residential accessories
- Decorative dolls
- Dishes
- Dolls
- Dried flowers
- Flower arrangements
- Enamelwork
- Etchings
- Feng Shui, Asiatica
- Fireplaces
- Flooring
- Fossil
- Gift ribbons
- Glasses
- Glass artwork
- Glass paintings
- Glasses
- Golf balls
- Hafner wares
- Home quilts
- Home textiles
- Imprints
- Intarsia
- Ivory products
- Jugs
- Keilmes
- Lacquered pictures
- Lead crystal
- Lead effect glass
- Looms
- Manual embroidery products
- Manual weaving products
- Metal pictures
08. Building, furnishing, technical equipment

- 08.00.109 Access doors
- 08.00.055 Access panels
- 08.00.284 Air heaters
- 08.00.075 Air purifiers
- 08.00.016 Air humidifiers
- 08.00.073 Facade panels
- 08.00.010 Aluminium
- 08.00.074 Facade sections
- 08.00.051 Attic roof windows
- 08.00.186 Fanlight openers
- 08.00.045 Attic window roller blinds
- 08.00.273 Fans
- 08.00.046 Acoustic ceilings
- 08.00.065 Energy roofs
- 08.00.006 Acoustic panels
- 08.00.183 Energy roofs
- 08.00.003 Exhaust air cleaning
- 08.00.164 Noise-insulation panels
- 08.00.168 Exhaust air extraction
- 08.00.192 Oil stoves
- 08.00.076 Electric stoves
- 08.00.182 Natural stone
- 08.00.083 Prefabricated garages
- 08.00.307 Prefabricated garages
- 08.00.202 Pellet ovens
- 08.00.042 Louvres
- 08.00.068 Defurring pumps
- 08.00.008 Attic window roller blinds
- 08.00.048 Louvres
- 08.00.063 DIY electrical kits
- 08.00.079 Window grilles
- 08.00.060 Electric tile stoves
- 08.00.092 Window shutters
- 08.00.002 Skylights
- 08.00.112 Domestic water systems
- 08.00.003 Attic window roller blinds
- 08.00.025 Building materials
- 08.00.128 Interior staircases
- 08.00.175 Solid-construction products
- 08.00.054 Attic windows
- 08.00.197 Passive houses
- 08.00.080 Window shutters
- 08.00.119 Attic window roller blinds
- 08.00.019 Balcony renovation
- 08.00.199 Pellet heatings
- 08.00.069 Bicycle stands
- 08.00.045 Fitting control systems
- 08.00.156 Convector heaters
- 08.00.001 Aluminum
- 08.00.007 Acoustic panels
- 08.00.145 Chimney head linings
- 08.00.052 Insulation materials
- 08.00.134 Insecticides
- 08.00.171 Magnetic field systems
- 08.00.140 Fireplaces
- 08.00.193 Oil tanks
- 08.00.090 Fresh water reservoirs
- 08.00.179 Magnetic field systems
- 08.00.228 Screening walls
- 08.00.018 Fireplaces
- 08.00.181 Storage heaters
- 08.00.106 Glass doors
- 08.00.197 Passive houses
- 08.00.241 Steel doors
- 08.00.013 Treatment plant
- 08.00.100 Stairwell railings
- 08.00.008 General consultation
- 08.00.102 Vaulted cellars
- 08.00.058 Protective coatings
- 08.00.154 Sewage plants
- 08.00.015 Automatic door systems
- 08.00.176 Measuring instruments
- 08.00.015 Automatic door systems
- 08.00.170 Automatic heating systems
- 08.00.225 Safety locks
- 08.00.095 Garage door openers
- 08.00.148 Fire safety systems
- 08.00.110 Automatic heating systems
- 08.00.206 Smoke extraction
- 08.00.009 Automatic heating systems
- 08.00.209 Rainwater pipes
- 08.00.152 Up-and-over doors
- 08.00.143 Automatic heating systems
- 08.00.011 Automatic heating systems
- 08.00.200 Pellet ovens
- 08.00.210 Rainwater pipes
- 08.00.211 Restoration
- 08.00.157 Building systems
- 08.00.087 Flat radiators
- 08.00.224 Swivel/tilting windows
- 08.00.088 Flat radiators
- 08.00.086 Electric space heating
- 08.00.051 Automatic heating systems
- 08.00.192 Oil stoves
- 08.00.026 Roof systems
- 08.00.129 Timber staircases
- 08.00.032 Fire protection
- 08.00.221 Prefabricated garages
- 08.00.108 Automatic heating systems
- 08.00.232 Prefabricated garages
- 08.00.194 Fire safety systems
- 08.00.093 Prefabricated garages
- 08.00.118 Automatic heating systems
- 08.00.027 Fittings
- 08.00.081 Prefabricated garages
- 08.00.017 Balustrades
- 08.00.079 Glass boilers
- 08.00.219 Sound insulation
- 08.00.091 Glass doors
- 08.00.082 Prefabricated garages
- 08.00.012 Fitting control systems
10.00.094 Wheelchair lift
10.00.091 Wheelchair with sit-up and stand-up guides
10.00.092 Wheelchairs
10.00.007 Work safety
10.00.006 Workplace equipment
10.00.098 Write and read devices for blind people
10.00.100 Writing and typewriter desks

11. Antiques

11.00.003 Books, antiques
11.00.004 Furniture, antiques
11.00.001 General consultation, antiques
11.00.006 Jewelry antique
11.00.007 Period furniture
11.00.002 Pictures, antiques
11.00.005 Porcelain, antiques

12. Other products

12.00.001 Banks
12.00.002 Building societies
12.00.007 Craftsman and janitor service
12.00.003 Energy consultation
12.00.006 Enterprise bank
12.00.005 Genealogy
12.00.011 Health insurances
12.00.016 Heraldry archive
12.00.010 Information stands
12.00.014 Insurances
12.00.017 Magazines
12.00.008 Property management
12.00.013 Publishing houses
12.00.009 Real estate
12.00.012 Realtor
12.00.004 Special literature
12.00.015 Visiting cards

The nomenclature is a component part of the application. Please submit with the application form!

Company name of main exhibitor

(Place and date) (Company stamp and legally-binding signature)
All-inclusive stand

The simplest way for a successful participation
Can be booked from a minimum stand size of 15 sqm

High quality, economical, with a personal touch - all-inclusive comprising stand site, stand and furnishings.

We offer you the possibility of renting a full-service stand. To set up for the event you need only to place your goods in it. Then you don’t need to worry about anything else, apart from your contacts of course. Everything else we take care of.
You can’t get it any easier.

The compact stands comprise:
- Stand site with stand construction in one of the two optional versions below
- Exhibitor passes (at least 3 no.)

All-inclusive stand «Belly»:
Row stand € 225.00/m²
Corner stand € 239.00/m²

Floor covering: carpeting, colour to choice from light grey, anthracite, blue, green, red, mint – covered with protective sheeting during erection of stand, disposed of after the event

Construction system: aluminium system structure, plastic-coated white walls, 2.50 m high, Bottom line of blind at about 2.30 metres.

Lighting: 1 spotlight for each 3 m²

Electrics: 3.3 kW main connection, 2 alternating current socket outlets, 1 stand earth, including electricity consumption

Furniture: 1 table, 4 chairs, 1 cloakroom stand, 1 wastepaper basket

Graphics: for each side facing an aisle, 1 fascia screen with lettering, colour white, with maximum 15 letters, colour black; please submit your company logo and your screen lettering in due time

Miscellaneous: Setting-up and completion by agreed date, pre-cleaning before and dismantling after event

(Statutory Value Added Tax and AUMA contribution € 0.60/m² should be added to all prices.)

All-inclusive stand «Perfect»:
Row stand € 258.00/m²
Corner stand € 271.00/m²

Floor covering: carpeting, colour to choice from light grey, anthracite, blue, green, red, mint – covered with protective sheeting during erection of stand, disposed of after the event

Construction system: aluminium construction with tensioned steel cables, infill walls plastic-coated, white, 2.50 m high, wall elements facing aisles in beech, 4 m high

Ceiling: two perimeter modular ceiling structures, 1 m wide at height of 3 m

Cabin: lockable, up to 20 m²: 1x1 m, up to 30 m²: 2x1 m, over 30 m²: 2x2 m

Lighting: 1 spotlight for each 3 m²

Electrics: 3.3 kW main connection, 2 alternating current socket outlets, 1 stand earth, including electricity consumption

Furniture: 1 table, 4 chairs, 1 cloakroom stand, 1 wastepaper basket

Graphics: for each side facing an aisle, 1 fascia screen with lettering, colour white, with maximum 15 letters, colour black; please submit your company logo and your screen lettering in due time

Miscellaneous: Setting-up and completion by agreed date, pre-cleaning before and dismantling after event

The compact stands comprise:
- Stand site with stand construction in one of the two optional versions below
- Exhibitor passes (at least 3 no.)
B 1 General

GHM Gesellschaft für Handwerksmesen mbH organises the Heim+Handwerk Sales Exhibition every year. Upon registration (Application to Lease Space) it admits exhibitors (lessees) of certain groups of products to the exhibition (Agreement of Leases for Stand Sites).

Participation in Heim+Handwerk 2007 shall be governed by the General and Particular Terms of Participation for Exhibitors of GHM. These Terms shall be the exclusive terms and conditions governing the relationship between GHM and the exhibitor as far as participation in this trade fair is concerned.

The exhibitor also undertakes to comply with the Technical Guidelines for the New Munich Trade Fair Centre. (see A 6)

B 2 Dates and deadlines for the event

(1) All prices stated below are net rates, to which must be added Value Added Tax at the currently valid statutory rate.

(2) Fees for exhibitors (this amount includes the rent for the stand site, advice and service by GHM, Press and publicity relating to the Exhibition).

(3) Prices for the all-inclusive stands (“Belly” and “Perfect”). This clause A8 of the General Terms of Participation (cancellation, redesign of stand and damages) shall apply.

(4) All-inclusive stand concept

For the stand construction included in the all-inclusive offer and the installation of the technical services GHM will appoint the company Meplan, Willy-Brandt-Allee 1, 81289 Munich, Telephone +49 (0)89 949-24980, Fax +49 (0)89 949-24989, to carry out the works on its behalf. When the stand offer is booked it will be processed directly through the company Meplan. Additional works and special requirements which are not in the scope of works of the all-inclusive offer must be ordered directly from Meplan and will also be invoiced directly to the customer.

(5) Partitions will only be provided if ordered and are to be paid for as an extra.

(6) GHM has bound itself to collect the contribution for the AUMA (Association of the German Trade Fair Industry) in the amount of € 0.60 per square metre of let space from its exhibitors and to forward this money to AUMA. As an umbrella Association of the German Trade Fair industry AUMA represents the interests of exhibitors, visitors and organizers; it informs and advises potential trade fair exhibitors both from Germany and abroad.

(7) Advertising space inside the halls, on the external facades and in the open can be rented by the exhibitor. For this you will receive separate information.

(8) The invoice will be sent to the exhibitor after admission to the Exhibition. Any complaints which are not submitted within 8 calendar days after receipt of the invoice will not be considered. 50% of the total invoice amount is due and payable after receipt of the invoice.

(9) GHM is entitled to make admission to the Trade Fair dependent on an application fee in the amount of € 500.00. This fee will be set off against the price of participation when a contract is signed. If no contract is signed then GHM is entitled to retain the fee as compensation for the expenses it has incurred.

(10) The GHM reserves the right to charge the exhibitor an advance payment for various services (additional exhibitor IDs etc. available at the exhibitors expense). The services subject of the order will be provided on receipt of payment. Any payments effected for services exhibitors fail to avail themselves of may be reimbursed at request and on submission of proof after the event has ended.

(11) Cash payments must be made in EURO at all times.

(12) To secure its claims under the lease GHM retains the lessor’s right of lien according to BGB. For any slightly negligent damage the remaining 50% of the total invoice amount must be paid by 12. October 2007. This date is decided according to the calendar in accordance with § 286 of BGB (the German Civil Code). From the first day onwards after 12. October 2007 interest on arrears of payment will therefore be payable. If the invoice is made out after 12. October 2007 the total invoice amount is due and payable immediately. Interest on arrears is to be paid for late payments in accordance with § 288 of BGB.

(13) Foreign exhibitors will not receive any relief from taxation in accordance with the Terms of Participation in conformity with § 4 no. 3 and § 8 para. 1 no. 11 of the German Value Added Tax Act.

B 3 Fees, payment conditions, lessor’s right of lien

(1) All prices stated below are net rates, to which must be added Value Added Tax at the currently valid statutory rate. All payments are to be made in EURO.

(2) Fees for exhibitors (this amount includes the rent for the stand site, advice and service by GHM, Press and publicity relating to the Exhibition):

Row stand (1 side open) € 119,00/m²
Corner stand (2 sides open) € 133,00/m²
End stand (3 sides open) € 143,00/m²
Island stand (4 sides open) € 148,00/m²

Fractions of a square metre will be calculated as a full square metre and the floor area will be measured basically as rectangles.

(3) Prices for the all-inclusive stands (“Belly” and “Perfect”). This amount includes the following services: the site area of the stand, erection and dismantling of the stand, the stand as offered, carpet flooring, lighting, electricity connections including consumption, exhibitor passes (at least 3 no.).

*Belly* package stand
Row stand (1 side open) € 225/m²
Corner stand (2 sides open) € 239/m²

*Perfect* package stand
Row stand (1 side open) € 258/m²
Corner stand (2 sides open) € 271/m²

Each fraction of a square metre will be calculated as a full square metre and the floor area will be measured basically as rectangles.
B 4 Application

(1) Companies can register for the Heim+Handwerk Exhibition if the items which they exhibit are included in the product groups established by GHM.

(2) For application the exhibitor must use the correct application form, filled out either in typewritten form or block capitals and signed by an authorized signatory.

(3) The items which are to be exhibited must be shown in the nomenclature. The nomenclature is a component part of the application and will be submitted with it. Specifications and brochures of the items exhibited must be attached.

(4) The exhibitor makes an assurance that the items exhibited which are registered by him are subject to his unrestricted right of use and that the goods are new and unused.

(5) The exhibitor must make special mention of properties of exhibition items which could be a nuisance to the business of the exhibition (e.g. appearance, smell, noise).

(6) Dealers who take part as exhibitors must provide information with their application about the names of the manufacturers whose products they are exhibiting under their name.

(7) Exhibitor associations (association of several companies on one stand site; one responsible person must be named) must apply for an association stand.

(8) The time of receipt of the application is not a deciding factor in the placing of the stand site.

(9) Applications which are received after the start of the allocation of stand spaces (see B 2) or which are not properly submitted in some other way can only be processed with reservations.

B 5 Co-exhibitors and companies additionally represented

A co-exhibitor is somebody who is represented at the stand of another exhibitor (the main lessee) with its own personnel and its own offers. This includes also group companies and subsidiary companies. Company representatives are not admitted as co-exhibitors.

With an exhibitor who himself is a manufacturer, an additionally represented company is any other company whose goods or services are offered by the exhibitor. If an exhibitor which is a sales company exhibits additional goods and services of other companies beyond the products of one manufacturer, these count as additionally represented companies.

The admission of any person registering for the Exhibition does not constitute a contract between the co-exhibitors registered by him or any additionally represented companies and GHM. The exhibitor must ensure that his co-exhibitors and the companies additionally represented by him observe the Conditions for Exhibitors and the instructions of the Trade Fair management.

(1) The place of execution for all obligations under the stand lease contract and any legal disputes which may arise from or in connection therewith shall become statute-barred after six months. The period after which the statute of limitations applies shall commence upon expiry of the month in which the event ends. This shall not apply to claims for breach of obligations committed by GHM with willful intent.

B 6 List of exhibitors / Catalogue

GHM will publish an official list of exhibitors. It is mandatory that all exhibitors be entered in it by name. The exhibitors will also receive an entry which describes their stand in the hall directory. In addition and without any special application being made, and free of charge, GHM will also arrange the entry in the visitor information system (not list of goods) with the name given in the official application. Advertisements must be addressed directly to the publishers appointed by us, from whom also the order forms and price lists will be obtained.

If participation of a co-exhibitor or additional company represented by the exhibitor is cancelled before the trade fair, the exhibitor or co-exhibitor concerned shall be required to cancel with the publishing house in writing any entries carried into effect at the exhibitor's expense.

The whole exhibitor list for the event will also be placed in the Internet without any invoice being issued for this.

B 7 Exhibitor passes

(1) The exhibitor who has paid his invoice in full will receive exhibitor passes. These passes are not transferable (§ 123 StGB).

(2) For the period of the exhibition the exhibitor will receive, without being separately invoiced:
- for a stand area up to 20 m² three exhibitor passes
- for every 10 m² or part thereof over 20 m² an additional exhibitor pass
- for a stand area over 100 m² for every 20 m² or part thereof an additional exhibitor pass

The inclusion of co-exhibitors does not justly any claim to a higher number of exhibitor passes free of charge. Additional exhibitor passes can be ordered from the Trade Fair Management at a price of € 31.09 each (plus VAT). The exhibitor pass entitles not to use the Munich public transport.

B 8 Generally on the running of the stand

The distribution of food and drink (even if free of charge) requires permission. Exceptions to this rule are so-called samples of food and drink which at the same time are sold at the event. Such permission must be applied for from the County Administrative Council of the state capital Munich, Bezirksinspektion 15, Truderingerstr. 288, 81825 Munich.

An installation for the serving of drinks (serving of beer and other drinks under pressure by CO₂ or N₂) may only be taken into operation if this has been shown to the responsible local authority (§ 8 Alcoholic Beverages Regulations) and if a specialist has certified that the installation meets the relevant technical regulations. A notice in writing must be submitted to the District Administrative Council of the state capital Munich, Bezirksinspektion 15, Truderingerstraße 288, 81825 Munich.

B 9 Exhibition business

(1) The exhibitor has the right to take orders for his exhibited goods.

(2) Direct selling from the stand is permissible.

(3) The collection of goods outside official opening times of the event (see B 2) is prohibited.

(4) In accordance with the provisions of the Trade Regulations the prices for all goods exhibited during the event must be stated with a clearly legible price tag, including Value Added Tax, or price lists must be shown.

B 10 Written form

With the exception of the admission (see A 1) all legal declarations by GHM must be in writing to be valid.

B 11 Statute of Limitations

Any claims of exhibitors against GHM under the exhibition space contract and any legal disputes which may arise from or in connection therewith shall become statute-barred after six months. The period after which the statute of limitations applies shall commence upon expiry of the month in which the event ends. This shall not apply to claims for breach of obligations committed by GHM with willful intent.

B 12 Place of execution and place of jurisdiction

(1) The place of execution for all obligations under the stand area lease and the legal matters in association therewith is Munich.

(2) If the contract is agreed with businessmen or with such exhibitors who have no general place of jurisdiction in Germany, then the place of jurisdiction is Munich. This applies also for the deeds and drafts process.

The orders named under A 5, A 6 and A 11 can be inspected in the offices of GHM during normal business hours and will be sent to the other party to the contract upon request. The signatories are in agreement with the application of the General and Particular Terms of Participation.

(3) Any possible difficulties in interpreting this rule in its English version shall be settled by referring to the meaning of the rule in its original German version.

This clause is part of the contract.
A 1 Admission

(1) The admission of the exhibitor to the event will be done exclusively by the GHM and includes the allocation of a certain stand site area and the permission to exhibit certain items. The limits of the stand may not under any circumstances exceed what has been permitted.

(2) The contract does not exist until the admission has been sent. Detailed designs (stand construction etc.) should not be commenced until after this.

(3) Legally the GHM can refuse admission to the event without giving reasons. There is therefore no legal right to admission. Companies which have not fulfilled their financial obligations to the GHM or MMG, e.g. from earlier events, or which have breached the house rules for the New Munich Trade Fair Centre or the Terms of Participation at earlier events can be excluded from admission.

(4) The location of the stand applied for will be decided by the GHM, who will take into consideration the exhibition items registered for the fair ground exhibition (e.g. to move a stand to another location, to change the size and design of the stand, and to relocate or close entrances and exits to the fair ground and to the halls).

(5) Products which can disturb the business of the event through their appearance, smell, noises etc., and goods which are not subject to the full and absolute control of the exhibitor, will not be admitted. In cases of doubt the GHM can admit certain goods on the condition that they do not create nuisance.

(6) Reference is made to the relevant provisions of the Federal Regulations for the Protection of Species and the Federal Nature Conservation Act. (On this subject you will receive a separate fact sheet at the appropriate time.)

(7) Admission to the event will be made by sending a confirmation of admission which can be produced electronically and is legally valid without signature.

(8) If the admission does not deviate from the admissible products of the registration then the lease exists from the moment it reaches the exhibitor. If the admission deviates from the registration then the lease comes into existence if the exhibitor has not contradicted the admission in writing within a period of 8 calendar days since its receipt. The GHM binds itself to make special reference to this to the exhibitor when sending the deviating admission.

A 2 Binding of the exhibitor to the contract, damages

(1) Registered and admitted exhibitors cannot unilaterally terminate or cancel the contract with the GHM or withdraw from the contract unless there is a legally valid reason for this.

(2) The cancellation of the contract for participation in the event therefore requires the consent of the GHM. The latter will give favourable consideration to this under the following conditions:

- The GHM must be able to let the allocated stand elsewhere.
- The exhibitor binds itself to pay € 650.00 to the GHM as a lump sum reimbursement of expenditure. If the GHM consents to the dissolution of the contract and its letting to others is only possible at a lower price than the one agreed with the exhibitor, however, then the exhibitor also owes the difference as damages.

(3) An obligation by the GHM to consent to the dissolution contract does not however exist in any case. If the GHM does not consent to the dissolution of the contract the exhibitor will remain obliged to pay the whole price of participation in the event.

(4) The GHM is itself entitled to withdraw from the lease after setting a time allowed if the exhibitor does not honour its payment obligations on time. The exhibitor is liable for the loss caused to the GHM.

A 3 Subsequent change to allocation of places

(1) In the interest of the whole event the GHM must have flexibility in managing changes arising during the preparation time of the event. The GHM is therefore entitled to change the allocation of places stated in the admission (e.g. to move a stand to another location, to change the size and design of the stand, and to relocate or close entrances and exits to the fair ground and to the halls).

(2) The GHM can however not demand deviations in the stand area by more than one third of the originally allocated stand area.

(3) The exhibitor has a right to be reimbursed with the difference by which the price of participation may be reduced. All further claims against the GHM are ruled out.

(4) If the exhibitor cannot be reasonably expected to accept the change in the allocation of site without compensation by reason of the expense he has incurred, and considering the interests of the GHM in an overall planning which takes into account the needs of all exhibitors, and also the ruling made in A 3 paras. 2 and 3, then he can claim reimbursement of the loss which has been incurred by him through relying on the validity of the allocation of place.

(5) Further claims for damages or loss and a right to withdraw by the exhibitor are ruled out. The exhibitor cannot claim any rights from the fact that the location of the other stands have changed in relationship to his stand.

A 4 Change in the event

(1) If the GHM is forced as a result of force majeure or other reasons which are not its fault (e.g. breakdown in the electricity supply), to clear one or more areas temporarily or also for longer periods, to postpone it or to shorten it, then the exhibitor may not claim either a right to withdraw or to terminate, or to make any other claim because of this, particularly claims for damages against the GHM.

(2) If the GHM should cancel the event for urgent reasons which are not its fault, then it is entitled to charge the costs which it incurs generally to the exhibitors up to an amount of 25% of the rent for space for each stand. In addition higher individual amounts can be invoiced if the exhibitor has had additional services carried out at extra cost.

A 5 Rules for using the fair ground

The house rules and regulations for use for the fair ground is part and parcel of the General and Particular Terms of Participation. The exhibitor can inspect the house rules and regulations for use in the offices of the GHM during normal business hours. They can be sent to him upon request.

A 6 Technical Guidelines for the fair ground

The Technical Guidelines for the New Munich Trade Fair Centre are part and parcel of the General and Particular Terms of Participation. The exhibitor can inspect the Technical Guidelines in the offices of the GHM during normal business hours. They can be sent to him upon request.
A 7 Circulars

After admission the exhibitor will be informed by circular letter about details of preparation and implementation of the event. These circulars are part and parcel of the Terms of Participation.

A 8 Occupation of stand

(1) If an exhibitor fails to set up his stand within the time frame mentioned in clause 8.2 of the Particular Terms of Participation, GHM shall be entitled to cancel the contract without prior notice and, at its discretion, either assign the stand to another exhibitor or redesign the stand to ensure a homogeneous appearance at the event. If the stand is assigned to another exhibitor, the non-conforming exhibitor shall be required to compensate GHM for the deficiency; if the stand has been redesigned, the non-conforming exhibitor shall be required to bear as damages the costs incurred for redesign according to receipts. In addition, the non-conforming exhibitor undertakes to pay to GHM liquidated damages of 650.00 euros in consideration of GHM’s additional administrative and handling efforts.

(2) Otherwise A 1 applies.

A 9 Transportation of exhibits

(1) The forwarding agents approved by the GHM (see service folder/CD), hereinafter referred to as exhibition forwarders, shall exercise the exclusive forwarding right on the exhibition ground. This includes, for example, transporting exhibits, stand structures etc. to the stand including provision of auxiliary equipment, if necessary, as well as customs clearance for temporary or definitive imports. Forwarding services on the exhibition ground may only be assigned to exhibition forwarders.

(2) The GHM shall not assume liability for any risks associated with the exhibition forwarder’s operations.

(3) The exhibitor shall not be entitled to indicate the GHM as addressee of shipments of goods (exhibits, stand construction material, information material and the like) or other shipments which are not destined for the GHM but the exhibitor or third parties. The GHM shall be entitled but not obliged to take delivery and store such shipments. The exhibitor takes over the risk of the exhibitor against reimbursement of fees or commission the competent exhibition forwarder with storage of such shipments, the storage of exhibits and packaging materials in particular. No claims may be asserted against the GHM from delivery-taking of such shipments without inspection of the adequacy and completeness of such shipments, freight and forwarding invoices or failing to duly store or safeguard the goods. The statements above shall not apply to liability for intent.

(4) Exhibitors shall not be permitted to store any empties whatsoever (such as packaging and packing materials) at the stand or outside the stand in the hall or loading yard. Empties must promptly be removed. Empties may be stored on the exhibition ground only via the exhibition forwarder. This service may be rendered for valuable consideration. The GHM shall be entitled to have empties removed at the exhibitor’s expense and risk in the event that the exhibitor fails to comply with the GHM’s request to remove illegally stored empties.

A 10 Setting-up and dismantling of design and the stand

(1) General

The normal height of stand structures and advertising mediums is 3.00 metres. The height of structures is stipulated individually for each event and may be seen from the “Important notes” section of the applicable service folder/CD. You may also make inquiries with the technical exhibitor service department. The height limits may only be exceeded in stand structures subject to the GHM’s prior written consent. In general, exhibits shall not be subject to these limitations. The competent technical exhibitor service must, however, be informed of such exhibits in advance.

The exhibition ground may only be accessed with any vehicles whatsoever at the exhibitor’s own risk and subject to approval, a valid access permit or valid parking ticket. As a general rule, the exhibition ground may be split. Any vehicle may be parked at the exhibition ground during the event. The parking ticket or access permit shall only cover the vehicle for which it was issued.

The GHM shall be entitled to request payment of a reimbursable fee for accessing the exhibition ground and to limit the maximum period of stay. If the limited period of stay is exceeded, the fee will not be reimbursed. This rule shall apply during setting-up and dismantling as well as if the GHM has granted the exhibitor permission to enter the exhibition ground during the event.

The German road safety provisions (StVO) shall apply on the entire exhibition ground as well as the exhibition parking lots. The maximum speed permissible on the exhibition grounds is 20 k/h. In the halls, walking pace is always the maximum speed; during the event, this rule shall also apply to the rest of the exhibition ground. Exhibitors must pay heed to pedestrians to the greatest possible extent. Paths and grassed areas that have been blocked may not be accessed by vehicles.

Halls may only be accessed for loading and unloading. The indicated maximum load on hall flooring as well as the height and width of doors must be taken into consideration. The engine must be switched off during loading and unloading. Exhibitors shall not be permitted to park cars in the halls at any time.

Caravans may not be parked on the exhibition ground for accommodation purposes. With the exception of specifically sign-posted areas, the entire exhibition ground is an absolutely no-stopping zone. The caravans must be towed away to any vehicles parked in the no-stopping zones or parked in any other illegal way and to remove trailers, containers and empties at the expense and risk of the responsible party, owner or driver.

In addition, the access rules stipulated in the applicable service folder/CD for the respective event (“Important notes”) as well as the exhibitor leaflet on traffic shall apply. This leaflet will be sent out in due time before the start of the event.

The GHM shall be entitled to take further action to direct and regulate traffic, in particular in order to ensure smooth procedures during loading and unloading or during the event. All parties present on the exhibition ground must observe such measures. The GHM, in particular, reserves the right to regulate access of exhibitors or their exhibition and stand constructors or other contractors to the individual stands.

Floors, the hall walls and pillars as well as firm fixtures, particularly pipe work and fire fighting installations, may neither be painted nor papered over and must be accessible at all times. Any floor surfaces whatsoever may only be stuck onto the hall floor with double-faced textile tape. Floor coverings and adhesive tape must be removed again after the event has ended. Joints in hall walls, ceilings and shipping areas under any circumstances by the cutting of chases, foundations or similar operations. Exhibitors shall not be permitted to insert bolts and anchors into the floor of stands. Muss in the name, at the expense and risk of the exhibitor, in the event of non-compliance with the above regulations, the originator of the damage shall be held liable in full for any damage caused.

(2) Setting-up

Exhibitors shall be responsible for the configuration and design of the stands and necessary set-up. Exhibitors must, however, take the nature and appearance of each trade fair and event into consideration. The GHM shall be authorised to stipulate associated changes in the stands and necessary set-up. The exhibition forwarder, the GHM, furthermore reserves the right to stipulate the frame structures in the Particular Terms of Participation for individual trade fair events.

The name and registered office of the exhibitor must be clearly visible on the stand. Any exhibits which may constitute a considerable danger to or may have adverse effects on other exhibits or on other exhibitors as a result of their appearance, smell, noise, vibration or similar properties, must promptly be removed from the exhibition ground at the GHM’s request. This obligation of the exhibitor shall apply even if he has mentioned such properties in his booking form and the GHM has granted him qualification.

If the exhibitor does not comply with the GHM’s request without delay, the GHM shall be authorised to remove the exhibits subject of complaint. GHM’s request shall be made in writing and close the exhibitor’s stand, without the exhibitor being entitled to assert any associated claims against the GHM. The dismantling date for the closed stand shall be determined by the GHM.

(3) Dismantling

Under no circumstances may return transport of exhibits from the exhibition ground be performed by the exhibitor himself or other contractors. Exhibitors are responsible for adequate and environmentally friendly waste disposal. Waste producers may, at their discretion, either take the complete waste produced by them away and dispose of such waste outside the exhibition ground in a responsible-minded and adequate manner or commission the GHM or the GHM’s con-

otherwise applied.
tractor designated by the GHM with waste disposal. Each waste producer shall be responsible for observing the statutory and official provisions as well as the regulations listed below.

If the waste producer has been directly or indirectly commissioned by an exhibitor, the latter shall also be held responsible for the waste producer’s conduct. If the waste producer infringes upon statutory and official provisions or the regulations mentioned below, the GHM shall be entitled to not only take recourse to the waste producer but also to the exhibitor who has directly or indirectly commissioned the waste producer. In this event, the waste producer and the exhibitor shall be jointly and severally liable.

The exhibitor shall also be liable for any damage which may arise if the original condition of the exhibition surface has not been reinstated by the exhibitor.

(4) Avoidance of refuse, reduction of hazardous materials

In each phase of the event, the exhibitor must make sure that waste is avoided to the greatest extent. This aim must be pursued in planning and co-ordinating activities undertaken by the parties. As a general rule, recyclable and environmentally friendly material is to be used for stand construction and operation.

In the area of the state capital of Munich, commercial refuse must be sorted according to material groups when delivered to the city refuse containers. For valuable consideration, residual waste containers must be recycled. Hazardous waste must be disposed of by specialised companies. Consequently, waste must be collected separately on the exhibition ground in a time-consuming process into recyclable, inflammable or other waste. Paper and cardboard waste must be disposed of in paper banks, glass waste in bottle banks, other recyclable waste in recycling containers. For valuable consideration, waste containers or bags are available for residue waste remaining on the exhibition ground which the waste producer did not take with him to disposal. Exhibitors and the exhibitor are responsible for the transportation quantities must be reported to the GHM’s competent contractor or hall inspectors. For further information see “waste disposal” form and information leaflets available in the exhibitor’s hall.

If the waste producer fails to pay the waste disposal fees to the GHM, the GHM shall be entitled to also take recourse to the exhibitor which directly or indirectly commissioned the waste producer. The exhibitor and contractor shall be held jointly and severally liable.

The waste producer shall be required to report to the GHM any special residual waste that is not other waste or other waste particularly hazardous to a person’s health or damage the environment, be explosive or inflammable as regards its condition, nature or quantity. Where possible, the waste producer shall also ensure that such waste is adequately disposed of by the competent contractor of the GHM. This shall apply in particular to the following types of waste: oils, cleaning liquids, spray cans with residues, impregnation materials, chemicals, salts, mercury contained in switches and thermometers, for instance, emulsions, acids, yces, lacquers, glues, waxes, solvents (such as petrol, spirit, tri-acetone, paint fillers, glycerine), batteriees, accumulators, electrical circuits, fluorescent lamps, PVC offcuts such as floor and wall tiles, television and radio components, motors and refrigerators.

The same shall apply to the disposal of building debris, bulk waste from the artefacts. Such waste may only be disposed of for valuable consideration. If the waste producer fails to pay the fees resulting from the disposal of the waste to the GHM, the GHM shall also be entitled to also take recourse to the exhibitor which directly or indirectly commissioned the waste producer. The exhibitor and contractor shall be held jointly and severally liable.

And no discriminating operations for the theft, a constitutional right, shall be levied from the exhibitor in addition to the payment of damages.

A 11 Light, heat, electricity, gas, water

(1) The GHM shall provide general hall lighting and heating services. Special contractual arrangements may be made at the exhibitor’s expense.

Messe München GmbH (MMG) is the operator of the Munich Trade Fair Centre and as such is responsible for maintaining electricity lines, heating systems, and water connections to the exhibitor’s stand. If necessary, the exhibitor shall be required to conclude a separate agreement on use of and the fee payable for such connection with MMG. The central technical exhibitor service department of MMG is responsible for technical support.

(2) Electrical installations

Electrical installations from the branches to the stands may only be made by the GHM or its authorised contractors. Electrical installations which may only be made by the GHM or its authorised contractors include the mains connection including power lines, mains fuse and, if applicable, mains switch/ electric plug meter. Generators may only be used at the stand subject to the competent technical exhibitor service department’s prior written consent.

The exhibitor shall not be entitled to procure electricity for his stand from persons not authorised by the GHM. In particular, exhibitors shall not be permitted to procure electricity from neighbouring stands. Ordinarily, exhibitors must be accompanied by a layout plan which depicts the required location of the connections.

Exhibitors must make sure that electrical installations are designed for simultaneous operation of all current consumers at the stand. If the GHM finds that the electrical installations ordered by the exhibitor are not fit for simultaneous operation of all current consumers, the GHM shall be entitled to subsequently adjust the respective electrical installations at the exhibitor’s expense.

To the greatest possible extent, electrical installations will be laid along the branch ducts; if it is necessary due to the particular position of the connection point, however, electrical installations will also be laid overhead. The GHM shall be entitled to guide electrical installations and connections for neighbouring stands through the exhibitor’s stand unless it would cost the GHM the same or even more to lay the gas installations for his stand from persons not authorised by the GHM. In particular, exhibitors shall not be permitted to procure electricity from neighbouring stands.

Exhibitors must make sure that electrical installations are designed for simultaneous operation of all current consumers at the stand. If the GHM finds that the electrical installations ordered by the exhibitor are not fit for simultaneous operation of all current consumers, the GHM shall be entitled to subsequently adjust the respective electrical installations at the exhibitor’s expense.

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prevent visitors from tripping over. The exhibitor shall be required to bear the associated costs. Unless the exhibitor is charged a flat rate for gas consumption, he will be charged a fee based on the consumption per m³ as determined by the installed meter. For safety reasons, the gas supply will be cut one hour after the official end of the event on the last day.

Gas may not be used for illumination and heating purposes. It must be possible to turn burners on extra low or they must be equipped with igniters. The exhibitor himself is responsible for observing the applicable safety regulations. What must be taken into account in particular, are the provisions of DVGW, the fire fighting authorities in Munich, and the utilities in Munich. The e xhibitor has to obtain the GHM’s prior consent before furnishing any equipment which depicts the requested position of the connections. Exhibitors must make sure that water and waste water installa-
tions are designed for simultaneous operation of all water consumers at the stand. If the GHM finds that the water and waste water installations ordered by the exhibitor are not fit for simultaneous operation of all water consumers, the GHM shall without the exhibitor’s request be entitled to subsequently adjust the respective water and waste water installations at the exhibitor’s expense.

To the greatest possible extent, water supply and drain pipes will be laid through the branch ducts in the halls; if it is necessary due to the particular position of the connection point, however, water supply and drain pipes will also be laid overground. As a general rule, water supply and drain pipes may be installed in outdoor areas; pipes may be laid overground on the floor or under-ground. In exceptional cases, the ordered connection may not be provided or only provided at a surcharge or may not be adjusted. The GHM shall be entitled to guide water supply and drain pipes and connections for neighbouring stands through the exhibitor’s stand and to cost the GHM the same or even less to lay the water and waste water installations for the neighbouring stand without guiding pipes and connections through the exhibitor’s stand. The exhibitor has to obtain the GHM’s prior consent before requesting the laying of pipes that would cross passageways or a third party’s stand. The pipes must be laid in such a way as to prevent visitors from tripping over. The exhibitor shall be required to bear the associated costs. Unless a flat rate is charged for water consumption, the exhibitor will be charged the fee specified in the service folder/CD for consumption in m³ according to the meter installed. For connections up to a pipe diameter of 3", the fee for water consumption and the fixed charge shall be included in the price for the main water connection. Waste water polluted by chemicals may not be fed into the canal system. For safety reasons, water supply and waste water drainage will be cut one hour after the end of the event on the last day.

A 12 Maintenance of technical care

(1) The exhibitor and any subcontractor which may have been appointed by the exhibitor shall be obliged to observe the technical, health and safety at work regulations during setting-up and dismantling of the stand and during the event. This, among other things, includes the use of safe electrical equipment, the use of personal protective devices, safe handling of hazardous substances, and compliance with the provisions of the Working Hours Act.

The GHM shall be entitled at any time to ban the use of machin-
ery, equipment and devices which may, in its opinion, compro-
mise individuals and property.

Parts of machinery and equipment may only be operated includ-
ing safety devices.

(2) If applicable, the exhibited technical tools will be inspected by the competent regulator – the Trade Supervisory Office (Gewerbeaufsichtsamt) – together with the industrial safety committees to verify compliance with safety regulations. The EC declara-
tion of conformity must be made available for inspection on the trade fair stand in order to enable the authority to verify CE marking of conformity. If there is any doubt, the exhibitor is to contact the competent authority in due time before the start of the event. If products are exhibited the compliance of which with the appropriate German regulations or standards must be informed of the deviations from the requirements for compliance in an appropriate form and notified that this product is not yet available for purchase. A sign with the following word-
ing must be fixed to the exhibit: “This product does not conform to the appropriate European Directives and German regulations governing the procedure for verifying compliance and the CE marking of conformity. It may only be purchased after such com-
pliance has been verified.” If the products are only destined for export outside the European Union or the European Economic Area, this fact must be made obvious in a similar way.

(3) Radioactive substances

Radioactive substances may only be handled subject to approval and on agreement with the GHM. The necessary permit in con-
formity with the radiation protection regulation (as amended) must be obtained from the competent authority and presented to the GHM at least six weeks prior to the start of the event. If a per-
mit has already been granted, the exhibitor shall be required to furnish proof of receipt of the authorization or notification accord-
ging to Section 49a UStG, as amended.

Inflammable, health-hazardous or visitor-disturbing fumes and exhaust gas emitted by exhibits and equipment may not be dis-
charged into the halls. They must be discharged into the open air through the respective pipes in conformity with the Federal Immission Law, as amended. Inflammable, health-hazardous or visitor-disturbing fumes and exhaust gas must be discharged over an exhaust pipe. Exhaust pipes may only be installed by the GHM or its autho-
rised contractor.

(4) Emissions, fumes and exhaust systems

If applicable, the exhibited technical tools will be inspected by the competent regulator – the Trade Supervisory Office (Gewerbeaufsichtsamt) – together with the industrial safety committees to verify compliance with safety regulations.

(5) Storage and use of inflammable liquids

Storage and use of inflammable liquids (see VbF regulation gov-
erning inflammable liquids in pipes or cables or through force majeure), the GHM shall be liable only in the event of gross negligence or willful intent on the part of the GHM.

(7) The exhibitor is liable for all damage which he might cause through unauthorized use of electricity, gas and water and through the unauthorized introduction of sewage.

(8) The GHM can make its consent to all these measures depen-
dent if necessary on the payment of a suitable advance payment.

(6) X-ray equipment and sources of stray radiation

X-ray equipment and sources of stray radiation may only be oper-
ated subject to approval and must be approved upon by the
GHM. The X-ray protection regulation (RoV, as amended) must be complied with. X-ray equipment and sources of stray radiation may only be operated subject to approval or notification accord-
ing to Sections 3, 4, 5, 8 RoV. The competent authority for Munich as the venue of the exhibition is the Munich state Trade Supervisory Office (Städtisches Gewerbeaufsichtsamt) from whom approval must be obtained during the event. This, among other things, includes the use of safe electrical equipment, the use of personal protective devices, safe handling of hazardous substances, and compliance with the provisions of the Working Hours Act.

(7) Boiler installations producing steam or hot water which are not only exhibited but also operated must be registered with the
Trade Supervisory Office before being taken into operation. The permit or confirmation of notification must at all times be available on the stand for inspection. The boiler installations must be equipped with spark arresters and sulphur-removing systems. The ash boxes must be filled with water before being taken into operation. It is prohibited to take out the fire. Water tanks must be provided for slag refuse. Reference is herewith made to the generally applicable regulations of the local safety authorities.

(8) The exhibitor is liable for any damage he may cause by operating his machinery, devices and equipment.

A 13 General points on running the stand

(1) During the official opening times of the event the stand must be manned with personnel having knowledge of the trade and properly equipped. It should be pointed out particularly that all the personnel should always be present at the beginning of the event.

(2) Objects may not be exhibited or offered which are not approved (see A 1) particularly if they are used or cause disturbance, and also items which are not subject to the control without restriction of the exhibitor (B 4 of the Particular Terms of Participation and covering the electrical equipment which does not comply with the regulations of the VDE and items which breach a legal duty (particularly of the Food Act) and are not marked as such. The exhibitor is bound to give the GHM information on the ownership situation concerning the items exhibited by him. After a warning having no effect the GHM can remove products which may not be exhibited at the expense of the exhibitor. No liability can be accepted for slightly negligent damage caused to items of the exhibitor by the GHM, its agent or legal representatives if this is done.

If the exhibitor nevertheless continues to exhibit items which have not been approved, the GHM shall be entitled to close the stand and to consider the exhibitor being entitled to assert any claims against the GHM. The exhibitor’s payment obligations shall continue to apply in full.

(3) The daily cleaning of the stand is the responsibility of the exhibitor. It must be completed before the event begins.

(4) The GHM will provide watchmen at the doors and in the halls. Bearing in mind the size of the fair ground and the large number of persons who will be there, however, the GHM cannot give any guarantee that security will be perfect or take over the control of the fair ground. Rather each exhibitor must himself take care of the watching of his stand and his exhibition stock. Watchmen for this can only be applied for from the security company approved by the GHM; the costs will be paid directly to this company. Information on this will be sent in due time to the exhibitor. Exhibitors are explicitly reminded that during setting-up and dismantling times increased risks may arise for their exhibition stock. Valuable, easily movable exhibition objects should always be kept under lock and key at night.

(5) The exhibitor may not either move the stand on his own initiative or wholly or partly transfer the use of it to a third party.

A 14 Demonstrations and advertising

(1) Presentations of all kinds (slide and film presentations, machine operation etc.) are only permissible with the written consent of the GHM. Such permission will be given subject to the right of the GHM to restrict or prohibit the presentation in individual cases in accord with the needs of orderly and undisturbed event business.

(2) On the stand advertising fixtures may be mounted, but not with winking lights and lettering. Otherwise advertising of all kinds is only allowed within one’s own stand and only if it is not aggressive.

(3) Inadmissible presentations and advertising may be directly prohibited by the GHM. In particular the GHM may remove inadmissible advertising at the expense of the exhibitor. The GHM is not liable for any slightly negligent damage to objects of the exhibitor which may be caused by the GHM, its agents or legal representatives when this is done.

(4) If exhibitors play any music whatsoever at the stand, a licence must be obtained from GEMA (German music performing rights and mechanical copyright organisation) subject to Copyright Act, as amended. Under no circumstances whatsoever may recourses be taken to the GHM as co-organiser. The exhibitor shall be obliged to indemnify the GHM against any claims which may be asserted by GEMA and to reimburse any costs which may be incurred by the GHM in this connection.

A 15 The commercial protective rights of third parties

Every exhibitor is also bound to the GHM to observe the commercial protective rights of the other exhibitors and to refrain from breaches thereof. If the GHM is made aware of such breaches of protective rights then the GHM is entitled to demand from the person in breach that he cease forthwith and – if this demand is not satisfied immediately – to remove the exhibition stock or printed material which contains the breach of protective rights or to close the stand of the person in breach. Furthermore the GHM is entitled to refuse the person in breach admission to future events or to make such admission dependent on particular conditions, requirements and securities. This provision does not however commit the GHM to take action against breaches of protective rights.

A 16 Photography and drawing

(1) Photographs of stands which after completion of opening times require a particular illumination and therefore the switching on of the ring mains and the presence of the hall electrician can be allowed at the expense of the exhibitor and the photographer of the GHM.

(2) Only persons who possess a special permission issued by the GHM may film, photograph or draw on the fair ground.

(3) The exhibitor allows the GHM, for purposes of advertising and Press information about the event, to make and to use films, photographs and drawings of his stand, of his exhibition stock and of the event happenings concerning him.

A 17 Termination without notice

(1) For serious cause, e.g. because of serious breach of the exhibitor against the provisions of A 11 or A 12, the GHM can terminate the contract without notice if a warning has been given in vain first.

(2) A 10 para. 3 of the General Terms of Participation remains unaffected hereby.

(3) If the exhibitor is responsible for the grounds of termination then he cannot demand a percentage reimbursement of the rent.

(4) The exhibitor who has been terminated without notice cannot expect to be admitted to future trade fairs and events.

A 18 Liability and insurance

(1) The GHM is bound to make it possible for the exhibitor to occupy and use his stand according to the contractual conditions. It must keep the halls and the access ways in a useable condition and clean them, A 13 para. 2 remains unaffected.

(2) To exhibitors who are no businessmen within the meaning of the HGB (German Commercial Code), the GHM shall be liable only for such damage which may have been caused by breach of contract on the part of the GHM with gross negligence or by breach of contract on the part of a legal representative or vicarious agent of the GHM with wilful intent or gross negligence; this shall also apply to damage arising from the breach of obligations within the framework of contract negotiations. Culpable personal injury causing an individual’s death, physical injury or injury to somebody’s health shall not be affected by this clause.

(3) For exhibitors who are businessmen within the said definition the above mentioned limitations of liability apply with the provision that liability is accepted in no case for damages or loss to the stock brought in by the exhibitors or to the stand installation; here it is unimportant whether the damage and loss occurs before, during or after the event. The same applies to the vehicles parked on the fair grounds by exhibitors, their employees or agents. Liability is also excluded for indirect damage and resulting loss of profit.

(4) Exhibitors are themselves liable for any damage which is caused by themselves, their employees, their agents or their exhibition items and installations, either to persons or property. In order to offer all exhibitors the possibility of having appropriate insurance cover the GHM has taken out a master insurance contract through which each exhibitor can obtain insurance cover. The insurance cover includes both one’s own exhibition cover.
stock (transport and exhibition risk including theft) and also the liability of the exhibitors to third parties. A leaflet on the extent and the costs of the insurance and the application documents will be sent to the exhibitors in due time.

Every exhibitor is obliged to take out such an insurance and to pay the premiums necessary in due time (including insurance tax). Foreign exhibitors are recommended to take out insurance in their home country.

(5) In addition the GHM must insure the watching of the fair ground from the beginning of the event to the close of the last hour. A 13 para. 4 remains unaffected.

After opening times are over the exhibitor is alone responsible for his property. He should lock away any valuable or highly mobile items.

A 19 Written form

With the exception of the admission (see A 1) all legal declarations by the GHM must be in writing to be valid.

A 20 Statute of Limitations

Any claims of exhibitors against the GHM under the exhibition space contract and any legal disputes which may arise from or in connection therewith shall become statute-barred after six months. The period after which the statute of limitations applies shall commence upon expiry of the month in which the event ends. This shall not apply to claims for breach of obligations committed by the GHM with wilful intent.

A 21 Place of execution and place of jurisdiction

(1) The place of execution for all obligations under the stand area lease and the legal matters in association therewith is Munich.

(2) If the contract is agreed with businessmen or with such exhibitors who have no general place of jurisdiction in Germany, then the place of jurisdiction is Munich. This applies also for the deeds and drafts process. The orders named under A 5, A 6 and A 11 can be inspected in the offices of the GHM during normal business hours and will be sent to the other party to the contract upon request. The signatories are in agreement with the application of the General and Particular Terms of Participation.

(3) Any possible difficulties in interpreting this rule in its English version shall be settled by referring to the meaning of the rule in its original German version.

This clause is part of the contract.

Organizer:

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