

**boot 2018**

49<sup>th</sup> International Boat Show  
Düsseldorf, 20/01 – 28/01/18

## Conditions of Participation

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## **A** Special Conditions of Participation

### **1** Organizer

Messe Düsseldorf GmbH  
Messeplatz  
Stockumer Kirchstraße 61  
40474 Düsseldorf  
Germany  
Postal address:  
P.O. Box 10 10 06  
40001 Düsseldorf  
Germany  
Telefon: +49 (0)211-45 60 01  
Telefax: +49 (0)211-45 60-668  
Internet <http://www.messe-duesseldorf.de>  
(referred to as **Messe Düsseldorf** in the text)

### **2** Title of event

boot 2018  
49<sup>th</sup> International Boat Show Düsseldorf

### **3** Sponsors

Bundesverband Wassersportwirtschaft e.V. – BVWW –  
Gunther-Plüschow-Straße 8  
50829 Köln  
Germany

#### **Fördernde Verbände**

Deutscher Olympischer Sportbund e.V.,  
Frankfurt a.M.  
Deutscher Segler-Verband e.V.,  
Hamburg  
Deutscher Motoryachtverband e.V.,  
Duisburg  
Deutscher Wasserski-Verband e.V.,  
Hamburg  
Deutscher Kanu-Verband e.V.,  
Duisburg  
Deutscher Ruderverband e.V.,  
Hannover  
Verband Deutscher Sporttaucher. e.V.,  
Offenbach/Main

### **4** Venue

Düsseldorf, Exhibition Centre  
Halls 3 - 17 (except hall 8b)  
Outdoor section

### **5** Duration, opening times and dates

Start of hall planning:  
30/06/17

Stand construction:  
Halls 3, 7a – 14  
15/01/18 (7.30 am) - 19/01/18 (10.00 pm)  
Halls 4 – 6, 15 – 17  
11/01/18 (7.30 am) - 19/01/18 (10.00 pm)

Duration:  
20/01 - 28/01/18

Opening times:  
10 am - 6 pm

Stand dismantling:  
Halls 3, 7a, 7.0, 8a, 13 + 14  
28/01/18 (6.00 pm) - 31/01/18 (4.00 pm)  
Halls 9 – 12  
28/01/18 (6.00 pm) - 01/02/18 (4.00 pm)  
Halls 4 + 5, 15 – 17  
28/01/18 (6.00 pm) – 02/02/18 (4.00 pm)  
Hall 6  
28/01/18 (6.00 pm) - 07/02/18 (4.00 pm)

### **6** Product offer

The offer only comprises products and services for boot Düsseldorf 2018. Main structures of the offer (Substructures to be found in section B):

1. Boats and Yachts
2. Engines and Related Equipment
3. Shipping/Yachting Equipment and Accessories
4. Services
5. Canoes / Kayaks / Rowing Boats
6. Waterskiing / Wakeboarding / Kneeboarding / Wakeskate / Skimboard
7. Jetskiing
8. Diving
9. Surfing / Windsurfing / Kitesurfing / Parasailing / Stand-Up Paddling
10. Fishing
11. Maritime Art / Handicraft
12. Organisations / Institutions / Clubs
13. Marinas / Water-Sports Facilities
14. Beach Resorts

Newly manufactured products only will be permitted as exhibits. Secondhand machinery and agents for second-hand machinery will not be admitted to the exhibition.

Exhibitors are required to list on their application form the product codes from the Product categories which correspond with the goods they intend to show and at the same time to select the appropriate product section. If exhibits fall under more than one product section then these should all be listed on the application form. Only products with a listed product code can be admitted and exhibited. Texts on application forms that deviate from the product codes in the Product categories (Part B of the Exhibitor Invitation) will not be considered. Products and services from different product groups listed above may not be exhibited/presented at the same stand. Mobile homes, caravans, allround cycles and motorcycles and vehicles of all types (cars, towing vehicles, buses etc.) are not part of the boot Düsseldorf 2018 exhibit range and may not be used for demonstration or decorative purposes, as stand design elements or for presentation at stands.

In the case of boats stipulated as fitted with outboard engines, such engines may only be exhibited together with the boat. Other engines may not be exhibited. The price quoted must be the total price for engine and boat.

Trade of new products is only permitted if a similar replacement product can be displayed immediately, with the exception of boats over 25 m.

As far as the exhibits are concerned, the ordinance relating to bringing sport boats into circulation – 10th GPSGV (Ordinance on the Equipment and Product Safety Act) -, of 9 July 2004, Bundesgesetzblatt (Federal Law Gazette) Page 1605 (CE - marking) is to be noted, however Directives 94/25/EG of the European Parliament and European Council of 16 June 1994, in the version amended by Directive 2003/44/EG of the European Parliament and European Council of 16 June 2003, must definitely be observed.

### **7** Participation fees and other charges

The following net participation fees have been set for boot Düsseldorf 2018. Prices apply as per square metre of floor space.

until 20 m <sup>2</sup>	€ 173.00/m <sup>2</sup>
from 21 m <sup>2</sup> up to 50 m <sup>2</sup>	€ 170.00/m <sup>2</sup>
from 51 m <sup>2</sup> up to 100 m <sup>2</sup>	€ 164.00/m <sup>2</sup>
from 101 m <sup>2</sup> up to 250 m <sup>2</sup>	€ 155.00/m <sup>2</sup>
from 251 m <sup>2</sup> up to 500 m <sup>2</sup>	€ 153.00/m <sup>2</sup>
over 500 m <sup>2</sup>	€ 150.00/m <sup>2</sup>
Outdoor section	€ 115.00/m <sup>2</sup>

**Stand construction:** for cancellation conditions see Section 5 of the General Conditions of Participation

<b>D1</b>	
<b>Row stand</b> (1 side open)	€ 85.00/m <sup>2</sup>
<b>Corner stand</b> (2 sides open)	€ 85.00/m <sup>2</sup>
<b>A1</b>	
<b>Row stand</b> (1 side open)	€ 87.00/m <sup>2</sup>
<b>Corner stand</b> (2 sides open)	€ 87.00/m <sup>2</sup>
<b>S3</b>	
<b>Row stand</b> (1 side open)	€ 111.00/m <sup>2</sup>
<b>Corner stand</b> (2 sides open)	€ 111.00/m <sup>2</sup>

**Co-exhibitor fee**

**(Fee for possible displays and presentations)** € 1,400.00

**Withdrawal fee before admission** € 1,800.00

**Media fee** € 330.00

**Additional exhibitor passes** € 41.18/each

Includes validity as a public transport ticket for all means of transport integrated in the Rhein-Ruhr-Verkehrsverbund (VRR transport authority - price category D, region South/Süd, 2<sup>nd</sup> class).

The media fee to be paid by every exhibitor serves the publishing of the exhibitor data in the electronic media and possibly other media along with use of the event's Internet page by the exhibitors. The details of the media flat rate can be found on the registration forms.

The price of each service can be found at the relevant point in the OOS. An advance payment for these services (see clause 14 part 5 of the General Terms and Conditions) will be charged on the basis of the amount charged for the last event. Exhibitors who did not participate in the latest event shall have to make such advance payment in the amount of € 15.00 per square metre. After-fair settlement of accounts shall be based on services actually ordered.

An additional charge of € 0.60 per m<sup>2</sup> is levied as a contribution to the Confederation of German Trade Fair and Exhibition Industries (AUMA).

The regular minimum stand space in the halls 4, 5, 6, 9, 10, 15, 16, 17 is 20 m<sup>2</sup>. The regular minimum stand space in the halls 2, 3, 7a, 7.0, 11, 12, 13, 14 is 12 m<sup>2</sup>. Smaller areas are possible only if they become available during hall planning. Space will be provided in units of a square metre. Part of a square metre will be charged as a full unit. In computing the charge for space that is not rectangular, the area making up a rectangle will be included. Projections, pillars, columns and space for installation connections will all be included in space costs.

**The participation fee does not include any stand partitions.**

The participation and all other charges will be calculated in Euro. These are net prices which means they do not include VAT and/or other charges for Goods and Services. Such taxes, fees or duties - if applicable - shall be borne and paid by the exhibitor in addition to the contract price as stated. The Exhibitor will effect all payments due hereunder without holding of, deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by any governmental authority in connection with this Agreement. If the exhibitor becomes obligated by law to make such withholding or deduction at source, the exhibitor will pay to Messe Düsseldorf GmbH such additional amounts as may be necessary to enable Messe Düsseldorf GmbH to receive on the due date a net amount equal to the full amount which it would have received the payment has not been subject to the taxes. The exhibitor shall promptly pay all of the taxes, deductions and withholdings and shall not later than eight business days after receiving the same, furnish Messe Düsseldorf GmbH with such certificates, receipts or other documents confirming receipt by the competent authority of such payments.

## 8 Exhibitor passes

The exhibitor passes (see No. 7 of the Special Conditions of Participation) are exclusively for the exhibitor, his/her stand staff and representatives. In the case of misuse the passes will be withdrawn without replacement.

Every exhibitor will receive 3 exhibitor passes, free of charge, for a stand measuring up to 20 m<sup>2</sup>. One extra exhibitor pass will be made

available for each additional 20 m<sup>2</sup>, or part thereof, up to a maximum of 50 passes. Additional exhibitor passes for which the exhibitor will be invoiced can be ordered from Messe Düsseldorf in due course. 2 exhibitor passes, free of charge, will be made available to each co-exhibitor on payment of the co-exhibitor fee.

## 9 Logistics

**Boats exceeding 9 tons:**

Unless special arrangements have been made with haulage contractors, all boats exceeding 10 metres in length or a total weight over 9 tons must be on Messe Düsseldorf site 5 days before the show opens.

**Boats exceeding 100 tons:**

Notwithstanding the provisions of cipher 13 of the General Conditions of Participation and notwithstanding the provisions of cipher 5.10 of the Technical Guidelines of Messe Düsseldorf GmbH, the transport of boats exceeding 100 tons entering and leaving the trade fair premises shall be carried out exclusively by the official cooperation partner of Messe Düsseldorf GmbH named hereinafter:

KÜHNE + NAGEL (AG & Co.) KG

Tel.: +49(0)211/454680

Fax: +49(0)211/434549

Email: [exposervice.duesseldorf@kuehne-nagel.com](mailto:exposervice.duesseldorf@kuehne-nagel.com)

The above mentioned KÜHNE + NAGEL (AG & Co.) KG will be the exhibitor's contractual partner for the transport of boats exceeding 100 tons entering and leaving the trade fair premises.

The law of the Federal Republic of Germany is applicable.

The German text is binding.

Düsseldorf, April 2017

Messe Düsseldorf GmbH

## **B** Conditions of Participation General Section

### **1** Application for space

Applications for space shall be made in duplicate, using only the enclosed form, acknowledging the Conditions of Participation and the subsequently issued Technical Regulations. Completed and officially signed application forms should be sent to

Messe Düsseldorf GmbH  
Postbox 10 10 06  
40001 Düsseldorf  
Germany.

Applications which have been completed electronically are legally binding only if they have been signed in the form of an advanced electronic signature in line with the European Directive on Electronic Signatures and certified by an authorised third party or authorised with the password of the Online Order system (OOS) of the previous event.

Exhibits must be annotated with the corresponding code number according to the List of Exhibits and for machinery and installations weight and height must be supplied. To ensure accurate representation Messe Düsseldorf may request that brochures and product descriptions be submitted.

Applications made subject to conditions or reservations cannot be taken into consideration.

Every endeavour will be made to meet requests for specific sites, but such requests cannot be recognised as a condition for participation. No undertaking can be given with respect to exclusion of competitors. The application is binding on the applicant, irrespective of whether it is accepted by Messe Düsseldorf or not.

The application will only be considered effected once it has been received by Messe Düsseldorf and it is then binding until admission or final non-admission. Receipt of application and if applicable the deposit cheque will be acknowledged.

Express reference is made to the data protection regulations of Düsseldorf Fair (see [www.messe-duesseldorf.de](http://www.messe-duesseldorf.de)).

**Start of hall planning see section 5 of part A, Special Conditions of Participation.**

Any applications received after this deadline may be put on a waiting list, should the areas for which an application was made be overbooked.

The VAT ID No. to be stated by the exhibitor (for exhibitors applying from the EU) or verification of the entrepreneur certificate (for applicants from non-EU-countries) is necessary for purposes of VAT classification of the applicant. The applicant provides assurance that the VAT ID No. or the entrepreneur certificate along with classification for his corporate sector is correct and valid. He is obliged to immediately inform the trade fair company of any changes in this respect. The VAT ID No. or sub-certificate is used by the applicant for participation at the event, it is also used for all other business and transactions between the applicant and trade fair company.

### **2** Admission

Exhibitors at the **event** are the manufacturers of the products. Trading companies will only be admitted if they can provide proof from the manufacturer that they are authorised to display and sell those particular products and services at the show, i.e. the manufacturing company cannot exhibit in addition. This is to preclude the possibility of the same product being exhibited twice.

In principle, only those exhibitors are admitted whose registered exhibits and services are in accordance with the event's List of Exhibits and meet the requirements stated in paragraph 1. The decision as to whether an exhibitor or exhibits can be admitted rests with Messe Düsseldorf, if necessary after consultation with the Admissions Committee. A legal claim for admission does not exist. Exhibitors who have not fulfilled their financial obligations to Messe Düsseldorf or have contravened the Conditions of Participation, the Technical Regulations or legal requirements can be excluded from participation.

Exhibitors will receive written confirmation that they have been admitted with their products. Such confirmation will be sent by

Messe Düsseldorf either by surface mail or electronically, at its discretion, and applies only to the designated exhibitor.

Notification of admission, whether by surface mail or electronically via the Online Order System (OOS), constitutes the conclusion of the contract between Messe Düsseldorf GmbH and the exhibitor. Once the relevant admission documents are available in the Online Order System, the exhibitor is notified of its access details by email. This information shall be considered as received by the exhibitor as soon as it has become accessible to the latter. The exhibitor must ensure that its inbox is checked at regular intervals and that the technical requirements for the receipt of emails are available. If the exhibitor's relevant email address changes, then Messe Düsseldorf must be notified immediately. If Messe Düsseldorf suffers loss or damage due to faulty or missing technical requirements and/or due to the exhibitor's failure to notify Messe Düsseldorf of a new email address, then the exhibitor shall be liable to Messe Düsseldorf for compensation.

The exhibitor will be given a floor plan showing the position of its stand. If appropriate, a site map of the exhibition centre or a hall plan will be made available in the Online Order System.

Messe Düsseldorf reserves the right to cancel a stand booking approved on the basis of misleading or false information or if the requirements for participation are no longer met or the booking is no longer in accordance with the admission regulations. If the allotted space is not available for reasons beyond the control of Messe Düsseldorf the exhibitor may claim a refund of the space rental cost; no claims for damage will be entertained.

Messe Düsseldorf may, if required by circumstances and specifying its reasons for doing so, and bearing in mind what is reasonable for the exhibitor, deviate from the notice of admission by allocating space in another position or reducing or increasing the stand size. It reserves the right to alter entrances and exits to and from the exhibition grounds and the halls, as well as throughways between halls.

### **3** Terms of payment

The invoice for participation charges will be sent to the exhibitor together with, or subsequent to, the confirmation of admission and the allocation of space. If an exhibitor chooses electronic invoicing, then the invoice is sent to the email address specified by the exhibitor in electronic form (i.e. by email with a PDF attachment) and without encryption. The invoice is considered to have been delivered to the exhibitor when the email has reached the exhibitor's domain (i.e. its email account with the internet provider). The exhibitor must ensure that its inbox is checked at regular intervals and that the technical requirements for the receipt of emails are available. If the exhibitor's relevant email address changes, then the trade fair operator must be notified immediately. If the trade fair operator suffers loss or damage due to faulty or missing technical requirements and/or due to the exhibitor's failure to notify the trade fair operator of a new email address, then the exhibitor shall be liable to the trade fair company for compensation. All complaints must be submitted in writing immediately upon receipt of the invoice. Objections raised at a later date shall not be taken into consideration.

Upon receipt of the invoice for participation charges issued by Messe Düsseldorf it is payable immediately without deduction. Invoices for miscellaneous services or supplies ordered separately are payable with immediate effect, i.e. usually before the relevant show commences, but at the latest at the time the service is provided or the items supplied.

If the exhibitor gives instructions to render accounts to a third party, the exhibitor still remains the debtor.

Remittances should be endorsed with the invoice number, marked the event and made payable to:

Messe Düsseldorf GmbH  
Postbox 10 10 06  
40001 Düsseldorf  
Germany

and paid into one of the following bank accounts:

**Deutsche Bank AG** Düsseldorf  
IBAN: DE66 30070010 0164141400  
BIC-Code: DEUTDEDD

**Commerzbank AG** Düsseldorf  
IBAN: DE05 30080000 0211279600  
BIC-Code: DRESDEFF300

**Stadt-Sparkasse** Düsseldorf  
IBAN: DE94 30050110 0010117950  
BIC-Code: DUSSEDDXXX

**HSBC Trinkaus & Burkhardt**  
IBAN: DE64 30030880 0240065053  
BIC-Code: TUBDDEDD

**Postbank AG** Köln  
IBAN: DE67 37010050 0002485508  
BIC-Code: PBNKDEFF370

All invoices not paid within 30 days of the due date specified on the relevant invoice shall incur penalty interest of 9 percentage points above the base lending rate applicable at the time. If the exhibitor does not effect payment by the date specified (even where stand space has been partially paid), Messe Düsseldorf may cancel the entire allocated stand space and dispose of it else-where.

Section 5 of the Conditions of Participation is applicable with regard to refunding.

For all outstanding liabilities, Messe Düsseldorf may retain the stand equipment and products of the relevant exhibitor as security. Sec. 562a paragraph 2 of the German Civil Code (BGB) does not apply where there is insufficient security. If payment is not made within the stipulated period Messe Düsseldorf is entitled, after written notification, to sell the retained items at their discretion. Messe Düsseldorf is not responsible for damage to and/or loss of the retained items, other than in the case of wilful intent or gross negligence.

## **4 Co-exhibitors and group stands**

Without the prior consent of Messe Düsseldorf, exhibitors are not permitted to give their allotted stand either fully or in part to a third party, whether for payment or free of charge. Products or companies other than those specified on the admission slip cannot be advertised on the stand.

Permission to accept co-exhibitors will be given only upon application in writing by the exhibitor to Messe Düsseldorf. The co-exhibitor is liable to the same conditions as the main exhibitor. Any co-exhibitor shall have to pay to the Messgesellschaft the co-exhibitor fee stipulated as well as a non-recurrent lump sum covering advertising costs as well as a media fee. The main exhibitor will, however, always be liable for the payment of the co-exhibitor's fee. If a co-exhibitor is admitted without the consent of Messe Düsseldorf, Messe Düsseldorf will have the right to cancel the contract with the main exhibitor without further notice and to clear the stand at the exhibitor's cost. The exhibitor waives the rights of un-warranted interference. The exhibitor will have no right to claim damages.

Co-exhibitors are all exhibitors who are represented on a stand with their own staff and own exhibits alongside the main exhibitor. Companies with close economic or organisational ties are also classified as co-exhibitors. Company representatives will not be admitted as co-exhibitors. Additionally represented companies are classified as those whose exhibits are shown by the exhibitor. Manufacturers of such equipment, machinery or other products which are necessary for the demonstration of an exhibitor's products are not regarded as co-exhibitors or as additionally represented companies.

In accordance with the admissions regulations co-exhibitors can be entered into the catalogue with their full address provided all fees have been paid and the necessary documents have been received by the specified deadline. Messe Düsseldorf can authorise group stands provided they are in keeping with the overall pattern of the event. Exhibitors on group stands are subject to all regulations. If a stand is allocated to two or more companies, each company will be jointly and severally liable to Messe Düsseldorf. Companies on a joint stand should nominate a common representative on the application form.

## **5 Cancellation and non-participation**

Applications can be withdrawn up until admission. A withdrawal fee (see Section 7 of the Special Conditions of Participation) plus sales tax is payable.

Following admission, the exhibitor shall not be entitled to rescind the contract nor to reduce the stand area. The participation charges shall be payable in full together with any costs actually entailed. Should Messe Düsseldorf make alternative use of unoccupied areas to improve the general appearance of the show, the exhibitor who reserved the space shall not be released from his financial obligations. If the exhibitor decides not to occupy the stand space allocated to him, If the exhibitor decides not to occupy the stand space allocated to him, and this space can be rented to another party by the fair company (no occupation on swap basis), then the exhibitor must pay 25% of the participation charge, at least however the amount according to Item 7, Section 1 of the Special Conditions of Participation. The exhibitor reserves the right to furnish evidence that the costs required of him are too high. Should a co-exhibitor fail to participate, the co-exhibitor's fee shall be payable in full. The cancellation and non-participation of a main exhibitor automatically results in the exclusion and cancellation of admission for the co-exhibitor.

If insolvency proceedings are pending against an exhibitor's assets, or if such proceedings have been suspended due to inadequate assets, Messe Düsseldorf shall be entitled to cancel the contract without further notice. The exhibitor must inform Messe Düsseldorf immediately and in any case if such proceedings have been initiated. The paragraphs above apply accordingly for any payment liability.

Stand construction can be cancelled for free until admission has been granted to the event. From that moment onwards we shall charge a cancellation fee of € 250 for stand construction. Stand construction orders cancelled up between 4 and 2 weeks prior to the beginning of the event will be charged at 50% of the contract sum. After that date we will charge 95% of the contract sum.

## **6 Exhibits, sales regulation**

Products or services not included on the admission document cannot be exhibited or offered for sale. Messe Düsseldorf has the right to remove non-approved exhibits at the cost of the exhibitor. The operation and demonstration of exhibits can only be carried out within the framework of accepted standards. Please display the CE-mark where appropriate. Products and exhibits with flammable contents are allowed on the stand only if the quantity falls within the approved limit (Messe Düsseldorf).

Distribution shall only be allowed on the stand area as registered. The exhibitor is only permitted to accept orders for/sell/advertise those exhibits/services which are listed on the admission document. Exhibits may not be removed from the stand until after the event has ended. Selling from the stand prior to the end of the show is not permitted.

Exhibits may not be removed during the exhibition. Also, legal provisions in force (in particular, such as the law on the marking of prices) shall have to be observed.

Each exhibit displayed must be marked with the price to be paid by German end users. The prices stated must be "free trade fair destination Düsseldorf", additional freight costs may only be charged from Düsseldorf. Even foreign exhibitors must display their products with final prices including German turnover tax. Stating final prices with the addition "incl. VAT" is not permitted. The marked prices always refer to the exhibit on show in the specific finish displayed. Price tags must be sized in such a way as to allow visitors to find the relevant prices without any searching. Price tags must be in accordance with the company's price lists available on the stand.

The special legal requirements in the Federal Republic of Germany must be adhered to when marketing and exhibiting certain products, e.g. drugs.

## **7 Catalogue / electronic media**

The Exhibitors' Directory is published by the Trade Fair Venue Operator. It is issued both in print and in electronic form on the internet; during the trade fair itself the entry is also shown in KATI, the visitors' information system of Messe Düsseldorf.

The following services are covered by the general media fee listed in section 7 of the Special Terms and Conditions of Participation:

Exhibitors (contractual partners) are entered in the printed version of the Exhibitors' List and on the Internet with their basic data mentioned in the registration: company name, street, post code and city, country as well as stand number.

The publication of further details is subject to additional fees. Such further entry and insertion options will be communicated to exhibitors by the Trade Fair Venue Operator or an instructed third-party in detail and in good time.

No liability is accepted for damage arising from faulty or incomplete entries or for entries that have not been made; neither is liability accepted for entries that have not been included or which have been removed because the presence of malware has been indicated. The content of an entry and any possible resulting damage shall be the liability of the ordering party.

## **8** Publicity within the Exhibition Grounds

Exhibits and the distribution of leaflets and promotional material shall be confined to the exhibitor's own stand area and are not permissible in the hall aisles or elsewhere in the exhibition grounds. Please see the Exhibitor Service Manual for information on advertising in the exhibition grounds. Publicity shall be confined to the promotion of the exhibitor's products and shall not be in breach of statutory regulations or good taste, nor shall it be of an ideological or political nature. Certain forms of advertisements implying comparison or superiority are not allowed in Germany.

Special regulations controlling advertising in the product groups exhibited must be observed.

Messe Düsseldorf reserves the right to prohibit the display or distribution of advertising matter that could give rise to offence and to confiscate existing stocks for the duration of the event.

Optical, mobile and acoustic publicity aids and product presentations are permitted providing they do not disturb neighbouring exhibitors or render inaudible the public address system in the halls. If these regulations are infringed Messe Düsseldorf has the right to intervene and demand immediate modification. The approval and payment of fees may be required by GEMA (equivalent of the Performing Rights Society) for musical performances of any kind:

GEMA, Bezirksdirektion Stuttgart, Key Account Management, Herdweg 63, 70174 Stuttgart, Deutschland

Tel. +49 711 2252-794,

Fax: +49 711 2252-800,

In order to use private radio and/or television channels and additional documentation of channels represented by VG Media, permission must be obtained from

VG Media, the company for the use of copyrights

and performance protection rights of media companies

Oberwallstr. 6, 10117 Berlin, Germany

Tel. +49 30 20 90-22 15

Fax: +49 30 20 90-22 14

The copyright laws must be observed.

## **9** Exhibition insurance coverage

Exclusion of liability

Messe Düsseldorf has drawn up a basic contract that covers all reasonable insurable risks at an exhibition such as fire, lightning, explosion, storm, burglary, theft, breakage, leakage and water damage, including risks during the delivery and removal of exhibits.

Exhibitors who do not avail themselves of the insurance cover offered by the basic contract or fail to do so in time, forfeit the right to claim against Messe Düsseldorf for damages that would have been covered if the proposed insurance had been taken out. The same applies to exhibitors who have applied for insurance cover according to the basic contract, but who were unable to obtain any or sufficient insurance cover due to under-insurance, infringement of contractual obligations or delayed payment of premiums. All damages and losses must be reported immediately to the police, the insurance company and Messe Düsseldorf.

Messe Düsseldorf accepts no responsibility for looking after exhibits and stand fittings and expressly excludes all liability for any loss or damage. This exclusion of liability is in no way limited by the security services provided by Messe Düsseldorf.

Messe Düsseldorf, via a basic contract, also offers exhibitors insurance against cancellation of a show. It covers the costs of the exhibitor for participating in the show insofar as such participation has to be cancelled, curtailed or amended due to an occurrence which is insured.

Under the terms of this basic contract, exhibitors can obtain cover, at their own expense, for risks during participation at the event. A corresponding form is available to the exhibitor in the ServiceCompass and/or in the OOS.

The Messegesellschaft shall only be liable for damages other than those arising by injuries to life, body, or health if these shall be due to intentional or grossly negligent action or culpable violation of an essential contractual duty by the Messegesellschaft or by any of the persons employed by it in performing such essential contractual obligation. In case of a negligent violation of an essential contractual obligation, liability of the Messegesellschaft shall be limited to contract-typical and foreseeable damage. Any liability for compensatory damages beyond that shall be excluded.

No reduction of compensation or damages can be entertained which arise as a result of rooms or items designated for use no longer being available.

## **10** Third-party liability and insurance

Messe Düsseldorf has adequate insurance cover for its statutory liability. The General Insurance Conditions for Liability Insurances (AHB) shall apply. The liability insurance covers only those damages and injuries sustained by third parties. Moreover, the cover does not include damages or injuries sustained in cafes or restaurants within the exhibition grounds or at special shows or events not organised by Messe Düsseldorf.

The exhibitor is responsible for providing sufficient insurance cover for his/her own liability. If the exhibitor has no insurance cover for exhibition participation via his/her company insurance, he/she may at his/her own cost obtain cover for liability insurance under the terms of the basic Messe Düsseldorf contract. A corresponding form is available to the exhibitor in the Service Compass and/or in the OOS.

The exhibitor is liable for damages incurred by third parties employed by or acting on behalf of the exhibitor in the same way as those of his/her own making.

## **11** Patents and registered designs

The protection of inventions, samples and trademarks is determined by the legal regulations in Germany. There is no special exhibition protection. On the other hand, neither is there any exemption from the German regulations or the rights of third parties mentioned therein. Patent registrations should be submitted to the Patent Office before the start of the trade fair. Violations of all legal provision in force entitle the trade fair company to exclude the exhibitor from the event.

Messe Düsseldorf endeavours to support exhibitors in their claim for exhibition protection for material and tasting samples under the law within the Federal Republic of Germany for a period of 6 months from the start of the exhibition. For this purpose the legal department of Messe Düsseldorf issues a certificate during the event to the effect that the exhibit for which the protection is sought has been displayed.

Applications should be sent to Messe Düsseldorf enclosing a detailed textual description and a technical drawing, both in duplicate.

## **12** Operation of exhibition stands

During the exhibition opening hours the stand must be manned by a sufficient number of staff and should be accessible to visitors. Exhibitors have no right of access to other stands outside the official opening hours, unless permission has been obtained from the stand exhibitors. Exhibition stands must be operated in accordance with the legal conditions and administrative guidelines.

At exhibitions for end-users every exhibitor is obliged to display on his/her stand a sign clearly stating the company name, the name of the Managing Director or Owner and the full address.

## **13 Stand construction and design**

To ensure a good overall impression Messe Düsseldorf has devised guidelines regarding the standard of stand construction and design. The specifications are contained in the Technical Regulations which are binding for exhibitors and stand contractors. Messe Düsseldorf reserves the right to give the necessary instructions on (e.g. on the installation of floor coverings or stand partitions). Additional charges may be levied depending on the stand construction (see participation fees).

For both exhibitors and stand contractors the Technical Regulations constitute an integral part of the contract. These are available in the currently valid version on request, subject to subsequent modifications, and become binding for the event.

In order to present an attractive optical general impression to visitors, all exhibitors shall be obliged to put out flooring material for the entire stand area.

Additionally, stand partitions of stand shall have to be papered.

The stand construction work undertaken by the exhibitor shall conform with the statutory requirements and with the regulations laid down by the local authorities.

The contracted forwarding agents commissioned by the trade fair company are exclusively responsible for handling forwarding within the exhibition centre, i.e. loading and unloading incl. provision of technical ancillary equipment and transport to the stand as well as customs clearance for temporary or permanent import items respectively.

## **14 Technical services**

Messe Düsseldorf provides for the general heating, air-conditioning and lighting in the halls.

Charges for the connection of water, electricity, compressed air and telecommunications to individual stands as well as the charges for consumption and all other services will be invoiced directly to exhibitors (main exhibitor on stand).

Messe Düsseldorf will require appropriate payment in advance.

All such installations on the stands shall be undertaken solely by Messe Düsseldorf. Installation work within the stand area may be carried out by outside contractors whose names shall be provided to Messe Düsseldorf if so requested. Messe Düsseldorf is entitled to inspect the installations but is under no obligation to do so.

The exhibitor is liable for damage caused by installation work. Installations, machines and equipment that are not approved, do not conform to local official regulations or consume more energy than specified may be removed at the expense of the exhibitor. The exhibitor shall be liable for all damages resulting from uncontrolled use of energy. Messe Düsseldorf can only be held responsible for loss and damage resulting from the disruption of power supplies in accordance with para. 6 AVBElt (Statute for general regulations concerning the electricity supply of tariff customers), § 18 NAV and para. 6 AVBWasserV (Statute for general regulations concerning the supply of water).

## **15 Waste disposal / Stand cleaning**

Exhibitors and their contractors are responsible for the removal of their own refuse insofar as this is not covered by the flat rate costs for waste disposal. Information on the different options for waste disposal at the exhibition complex is given in the Technical Regulations.

Messe Düsseldorf arranges for the cleaning of the Exhibition Centre, the halls and the aisles. The exhibitor is responsible for ensuring that his/her stand is cleaned daily, before the trade fair opens. Only companies appointed by Messe Düsseldorf can be employed for stand cleaning, unless the cleaning of the stand is carried out by stand personnel.

## **16 Security**

The general security of the halls and the exhibition grounds is the responsibility of Messe Düsseldorf. During the structure time and the discharge time a general supervision exists. Security begins on

the first day of the build-up period and ends in the last hour of the final break-down day. Messe Düsseldorf is empowered to take any necessary security measures.

Security of exhibitors' own belongings must be organised on an individual basis. The responsibility of Messe Düsseldorf for general security does not affect their exemption from liability for damage to property and personal injury. Individual security may only be carried out by the security company appointed by Messe Düsseldorf.

## **17 Domestic authority**

Messe Düsseldorf has full authority within the grounds of the exhibition centre for the duration of the event from the start of the build-up period to the end of the break-down period. Messe Düsseldorf reserves the right to issue instructions. Any provisions deriving from the Technical Guidelines and from the specific conditions for participation, if applicable, regarding sanctity of the home shall have to be respected under all circumstances. Animals are not admitted into the grounds of the exhibition centre and photography is not permitted. Messe Düsseldorf reserves the right to have photographs, drawings and films produced of exhibitor activities, exhibitor structures and stands and the exhibits themselves, and to use them for advertising purposes and for press publications; the exhibitor does not have the right to raise any objection. This also applies to pictures taken by the press with the permission of Messe Düsseldorf.

## **18 Reservation of rights**

Messe Düsseldorf has the right to postpone, curtail, extend, temporarily close, partially or completely, or cancel the trade fair, should it be necessary, for reasons beyond their control, and taking into consideration the interests of the exhibitors in so doing.

In such justifiable, exceptional circumstances, as in all cases of force majeure, exhibitors shall not be entitled to rescind their contract, claim damages nor reduce the participation charges. If the event does not take place for the afore-mentioned reasons, exhibitors may be charged up to 25% of the participation charges to cover general costs. A larger amount may be demanded from individual exhibitors if they have given instructions for extra work to be carried out on their behalf.

If Messe Düsseldorf is responsible for the cancellation of the event, no participation charges will be payable. Messe Düsseldorf will entertain no claim for damages.

## **19 Final clause**

All agreements, individual approvals and special regulations require written confirmation by the trade fair company. Wherever admission documents contain the reference that they have been drawn up by Messe Düsseldorf GmbH by computer, even if they contain no signature, they are legally binding. If the exhibitor is already registered with Messe Düsseldorf for the relevant event and if he/she has his/her own signature, orders/offers are also valid if they are received by Messe Düsseldorf electronically using this procedure.

All claims by exhibitors against Messe Düsseldorf – with the exception of liability with intent – must be made within 6 months. Claims made thereafter are invalid. The period of limitation starts at the end of the month in which the event finished.

The place of performance and jurisdiction for all mutual obligations is Düsseldorf or, at the request of Messe Düsseldorf, the jurisdiction of the exhibitor's place of business. This also applies to complaints arising from cheques or drafts.

If the exhibitor loses the case, he/she bears the costs of the legal proceedings as well as the costs of any legal representation.

## **20 Salvatorian clause**

In the event of any provision of this contract being or becoming wholly or partially ineffective, or should a loophole transpire in this contract, such circumstances shall not affect the validity of the remaining contract. Instead of the ineffective provision and in order

to close the loopholes, an appropriate provision shall apply, which in as far as legally possible, most closely approximates the objective which was, or would have been intended by the parties to the contract according to the sense and purpose of the contract, based on their consideration of the provision.

If the ineffectiveness of any provision is due to the extent of service or period (deadline or date), stated therein, it shall be replaced by the legally permitted scope which comes closest to the provision.

The law of the Federal Republic of Germany is applicable.

In the event conflict between provisions, the Special Regulations for Participation shall take precedence over the General Regulations for Participation, as the former are more specific to a given instance.

The German text is binding.