

METAV/2018

DÜSSELDORF, 20. – 24. FEBRUAR / POWER YOUR BUSINESS

METALWORKING

QUALITY AREA

MEDICAL AREA

MOULDING AREA

ADDITIVE MANUFACTURING AREA

TEILNAHMEBEDINGUNGEN CONDITIONS OF PARTICIPATION



Eine Messe des
A Fair by **VDW**



ZEITPLAN

31. August 2017

Anmeldeschluss / Katalogeintragung

13. November 2017

Standbestätigung

11. Dezember 2017

Fälligkeit der Standmiete

12. - 19. Februar 2018

Standaufbau

20. - 24. Februar 2018

Laufzeit

24. Februar (16.00 Uhr) - 02. März 2018

Standabbau

SCHEDULE

31 August 2017

Deadline for application / Catalogue entry

13 November 2017

Stand confirmation

11 December 2017

Stand rental payment due

12 - 19 February 2018

Stand erection

20 - 24 February 2018

Duration

24 February (4 pm) - 02 March 2018

Stand removal

METAV online:

twitter.com/METAVonline

facebook.com/METAV.fanpage

youtube.com/metaltradefair

industryarena.com/metav

metav.de

Important information for exhibitors

To ensure that arrangements run smoothly and your participation in METAV 2018 is a resounding success, please take careful note of the Conditions of Participation and of the following information:

1. Application deadline

Please submit your application for METAV 2018 in writing or online by 31 August 2017 at the latest (cf. Article II, 8).

2. Deposit

Once your application has been received, you will be sent an e-mail invoice for your deposit amounting to € 30.– plus statutory VAT per m². A legally binding contract between the exhibitor and the organiser comes into effect on receipt of such invoice and the exhibitor shall be thereby deemed as officially registered.

3. Stand rental

Messe Düsseldorf will send you an e-mail invoice for your stand rental on behalf of and as commissioned by VDW. Please transfer payment in full of the stand rental, without deducting the deposit, as this serves as advance payment for preliminary costs and chargeable service expenses (cf. Article III, 16).

4. Exhibits

Only the products listed in Article I, 6 are permitted as exhibits.

5. Minimum stand size

In accordance with Article III, 16 the minimum stand size available is 20 m².

6. Technical Regulations and services

Along with the stand confirmation, the exhibitor is given access to the Technical Regulations as well as to the Online Order System (OOS) for additional services via the internet.

VDW

German Machine Tool Builders' Association

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Conditions of Participation

Article I

- 1 Organiser and sponsor of METAV 2018**
- 2 Organisation of METAV 2018**
- 3 Technical implementation of METAV 2018**
- 4 Time and venue**
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- 6 Permissible exhibits**
- 7 Exhibitors**

1 Organiser and sponsor of METAV 2018

METAV 2018 is organised by

VDW

Verein Deutscher Werkzeugmaschinenfabriken e. V.
(German Machine Tool Builders' Association)

Sponsor: VDMA Precision Tools /
Measuring and Testing Technology
Lyoner Str. 18
60528 Frankfurt am Main, GERMANY

2 Organisation of METAV 2018

VDW

Verein Deutscher Werkzeugmaschinenfabriken e. V.
Corneliusstr. 4

60325 Frankfurt am Main, GERMANY

Tel.: +49 69 756081-53 / -56

Fax: +49 69 756081-74

E-mail: metav@vdw.de

3 Technical implementation of METAV 2018 (technical implementation company)

Messe Düsseldorf GmbH

Messeplatz 1

40474 Düsseldorf, GERMANY

Postal address:

P.O. Box 10 10 06

40001 Düsseldorf, GERMANY

Tel.: +49 211 4560-01

Fax: +49 211 4560-668

4 Time and venue

METAV 2018 will take place from 20 – 24 February 2018 at the
Messe Düsseldorf exhibition grounds.

The trade fair is scheduled to occupy Halls 13 - 17.

Erection period: 12 – 19 February 2018

Dismantling period: 24 February (4 pm) – 02 March 2018

5 Opening hours

METAV 2018 is open for visitors: Tuesday – Friday: 9 am – 5 pm, Saturday: 9 am
– 4 pm. During this period the stands must be staffed and exhibits uncovered.
Exhibitors have access from 8 am till 6 pm. An obligation to operate applies
throughout the entire duration of METAV 2018, i.e. stands must be properly
equipped with exhibits during the set opening hours and they must be run by
competent expert staff. The removal of exhibits and the dismantling of stands
are not permissible before the close of the event.

In cases of these regulations being breached, the organiser is entitled to im-
pose a contract penalty amounting to € 5,000.- without prejudice to the right
to claim compensation for damage.

6 Permissible exhibits

The following products, which must be brand-new, may be exhibited:

- a) Machine tools for metalworking, cutting, forming, parting, abrading
- b) Machine tools for unconventional material working

- c) Precision tools, clamping and chucking devices, hand held tools
- d) Machine tool accessories, equipment and devices
- e) Measuring instruments, equipment and machines for use in metalworking,
analysis devices, metal testing machines, equipment and devices
- f) Assembly and handling, industrial robots
- g) Welding machines and equipment
- h) Machines and systems for surface treatment in metalworking
(corrosion protection systems, etc. not included)
- i) Computer technology for metalworking and manufacturing technology,
CAD, CAM, software, internet applications
- j) Electrical and electronic equipment for manufacturing technology,
sensors, diagnostics
- k) Components and systems for automated storage and transportation in
metalworking
- l) Components and systems for cooling and lubricating
- m) Machines and systems for additive manufacturing
- n) Production systems and components for medical engineering
- o) Materials
- p) Services

Models, drawings, photographs, diagrams or graphic material shall only be
permissible in connection with an exhibit. Stands offering information without
exhibits shall only be permissible for service companies covered by 7 d
below.

7 Exhibitors

The following companies shall be admitted as exhibitors:

- a) Manufacturers
- b) Sales companies of domestic and foreign manufacturers
- c) Trading firms of domestic and foreign manufacturers
- d) Service sectors: leasing and engineering firms, publishers dealing with
the product groups listed under 6 a – p above.

To qualify as an exhibitor, applicants must perform two of the three functions
"design engineering", "manufacturing" and "sales" in connection with the exhibit.

Article II

8 Application

9 Electronic dispatch

10 Deposit and contract

11 Admission

12 Stand confirmation

13 Sub-exhibitors

14 Stand section

15 Withdrawal and non-participation

8 Application

Application to exhibit at METAV 2018 shall be made by submitting a fully com-
pleted application form in writing or online to:

VDW

Verein Deutscher Werkzeugmaschinenfabriken e. V.

Corneliusstr. 4

60325 Frankfurt am Main, GERMANY

In doing so, exhibitors thereby recognise and accept the Conditions of Par-
ticipation, the Technical Regulations and any circulars sent out later by the
organiser and/or the technical implementation company.

The exhibits must be clearly designated. Conditions or reservations / prerequi-
sites written into the application by the exhibitor shall have no validity. Special
siting requests shall be met wherever possible but shall not form a condition of
the application. No exclusion of competition shall be accepted. Applications
shall only be valid on receipt of the application form (in writing or online), pen-
ding acceptance by the organiser. Application deadline is 31 August 2017.

9 Electronic dispatch

All documents dispatched to exhibitors, e.g. invoices or stand allocations, will be sent by e-mail in non-encrypted form to the e-mail address given by the exhibitor. An invoice shall be deemed to have been received once the e-mail has entered the sphere of the exhibitor (e-mail account with their internet provider). Exhibitors are under obligation to check their electronic in-boxes regularly and to ensure that it is always possible for them to receive e-mails from VDW and Messe Düsseldorf.

10 Deposit and contract

Once the application has been received, the exhibitor will be invoiced by e-mail for € 30.– plus statutory VAT per m² of the stand space registered (cf. Article II, 9). A legally binding contract between the exhibitor and the organiser comes into effect on receipt of such invoice. The purpose of the deposit is to cover preliminary costs; it also constitutes advance payment for services chargeable to the exhibitor, and is therefore not deductible from the stand rental. The deposit shall be offset against the final invoice after the close of the trade fair.

11 Admission

On receipt of the deposit invoice the exhibitor shall be deemed as officially registered. Only companies whose range of exhibits complies with the list in Article I, 6 shall be admitted as exhibitors. The organiser shall decide on the admission of exhibitors and exhibits. There shall be no legal entitlement to admission, unless such entitlement is specifically prescribed by law. The organiser shall be authorised to rescind admission if this was based on incorrect criteria or information or if an exhibitor no longer satisfies the criteria for admission.

12 Stand confirmation

Exhibitors will be sent their stand confirmation by e-mail on or after 13 November 2017 (cf. Article II, 9). With the Online Order System (OOS) login data, once provided, exhibitors have access to a hall layout plan, showing the position of their stand, as well as to the Technical Regulations for additional internet services.

The stand confirmation shall only be valid for the exhibitor specified in the application. Subletting or free provision of the exhibition space to third parties is not permissible. In the course of overall planning, the organiser is legally entitled to make minimal changes to the size of stands and/or to allocate a different type of stand. If the allocated area is not available for reasons beyond the control of the organiser or the technical implementation company, the exhibitor shall be entitled to a refund of the rental sum. Claims for further damages are excluded. If circumstances urgently require, the organiser may, on stating the reasons, slightly alter the size or location of a stand in deviation from the stand confirmation. The organiser reserves the right to change the position of the entrances and exits to the exhibition site and halls and of any gangways.

13 Sub-exhibitors

Sub-exhibitors are such companies which, at the request of a main stand tenant, are to be listed by name, address and product range in the alphabetical index of exhibitors in the catalogue. Costs are involved for the admission of sub-exhibitors, and the main stand tenant must register them with the organisers in writing by submitting the respective form for the purpose. Only sub-exhibitors may be registered whose stand sector is compatible with that of the main stand tenant.

Furthermore, in all cases, the main exhibitor of the stand shall be liable for payment of the sub-exhibitor fee of € 690.– plus statutory VAT per sub-exhibitor.

Sub-exhibitors are subject to the same terms and conditions as are main exhibitors. Unless authorisation has been given by the organiser (VDW), it is not permissible for an allocated stand or part thereof to be ceded to any third party, whether with or without charge therefor.

The admission of a sub-exhibitor without the agreement of the organiser shall entitle the organiser to cancel the contract with the main stand exhibitor without notice and to clear the stand at the exhibitor's expense. The exhibitor shall insofar waive his/her infringement of property and/or unlawful interference rights. The main stand exhibitor shall not be entitled to claim damages. Sub-exhibitors are all such companies who either exhibit or appear alongside the main exhibitor at any stand. They shall also be regarded as sub-exhibitors in such cases where they have close economic or organisational ties with the main exhibitor.

Manufacturers of equipment and appliances, machines, or other products, which are necessary for purposes of demonstrating an exhibitor's range of

goods but are not themselves on offer, shall not be deemed to be sub-exhibitors. Based on the conditions of registration, sub-exhibitors can be included with their full address in the catalogue, insofar as the fees have been paid and the necessary documents submitted within the set deadline. The organiser (VDW) can permit larger shared stands if these fit into the thematic structure and sections of the event. In all other respects, all other provisions shall apply for all exhibitors.

14 Stand section

Each exhibitor shall indicate on the application form which stand section describes the main area of his production. The stand section serves as a basis for allocation to halls. The organiser shall be authorised to change the stand section.

No. Stand section

- 01 Turning machines (lathes)
- 02 Drilling machines
- 03 Boring machines
- 04 Milling machines
- 05 Machining centres
- 06 Flexible manufacturing cells and systems
- 07 Transfer machines and machining units
- 08 Grinding machines
- 09 Tool grinding machines
- 10 Gear cutting and finishing machines
- 11 Planing, shaping, slotting and broaching machines
- 12 Sawing and cutting-off machines
- 13 Screwing and threading machines
- 14 Honing, lapping and polishing machines
- 15 Deburring machines
- 16 Sheet metal cutting machines
- 17 Blanking, nibbling and punching machines
- 18 Sheet metal forming machines
- 19 Sheet metal machining centres and flexible sheet metal machining
- 20 Presses
- 21 Presses for special applications
- 22 Bar, section and tube working machines
- 23 Wire forming and processing machines
- 24 Machines for the production of bolts, nuts, screws and rivets
- 25 Metal forming (massive) machines
- 26 Electroerosive and abrasive machines
- 27 Machines for marking and engraving
- 28 Machine tools for educational purposes
- 29 Parallel kinematic machines
- 30 Micromachining
- 31 Second-hand machine tools
- 32 Welding, cutting and gas cutting machines
- 33 Industrial ovens, heat treatment systems
- 34 Machines and systems for use in surface technology
- 35 Cutting tools
- 36 Abrasive tools and products
- 37 Hand held tools
- 38 Tooling devices
- 39 Tooling systems
- 40 Tool presetters and tool balancing
- 41 Clamping devices
- 42 Accessories
- 43 Mechanical components
- 44 Hydraulic and pneumatic components
- 45 Electrical and electronic equipment for machine tools
- 46 Control and drive systems
- 47 Lubrication and cooling
- 48 Materials
- 49 Disposal systems
- 50 Safety and environment
- 51 Workshop equipment
- 52 Workpiece and tool handling
- 53 Automation for storage and transportation
- 54 Assembly and handling
- 55 Industrial robots
- 56 Software for product development
- 57 Software for machines

- 58 Software for manufacturing and production planning
- 59 Computers and peripherals
- 60 Services for production and product development
- 61 Machines and systems for additive manufacturing
- 62 Materials for additive manufacturing
- 63 Additional systems and components for additive manufacturing
- 64 Services for additive processes
- 65 Tools and moulds for plastics
- 66 Metal forming tools and moulds
- 67 Other tools and moulds
- 68 Pattern making and prototyping
- 69 Components for die and mould making
- 70 Services for die and mould making
- 71 Measuring instruments and sensors
- 72 Gauges and measuring machines
- 73 Testing machines for manufacturing and laboratory
- 74 Analytical devices, general
- 75 Components for measuring and testing equipment
- 76 Other apparatus, instruments, etc.
- 77 Image processing
- 78 Quality assurance, software
- 79 Services for quality, measuring and testing technology
- 80 Production machines for medical engineering
- 81 Surface technology for medical products
- 82 Medical materials
- 83 Components for medical engineering and production
- 84 Medical engineering services
- 85 General services

15 Withdrawal and non-participation

If exhibitors wish to submit declarations of withdrawal, they must do so in writing. If the exhibitor withdraws or reduces the stand space, the deposit shall be due commensurate with the returned stand space and shall be calculated as a compensation sum of € 30.– plus statutory VAT per m². In the event of withdrawal / reduction in the stand size after the official application deadline (31 August 2017), the exhibitor shall also be liable for the entire stand rental and further costs actually incurred. If the organiser succeeds in rehiring the stand space, the stand hire charge to be paid shall be reduced by 75%.

Rehiring shall not apply, however, if the unused space of the withdrawing exhibitor is assigned to another exhibitor for optical reasons without the organiser receiving additional income from the rehiring and/or the assigned stand space is otherwise rented through re-measurement, but the total area available for the event cannot be fully rented. The onus shall always be on the exhibitor to prove that the organiser did not incur any damage or only suffered slight damage.

In the event of withdrawal of a sub-exhibitor, the sub-exhibitor charge shall be due in full. If application is made for bankruptcy or composition proceedings against the exhibitor or such application is refused for lack of assets, the organiser or the technical implementation company shall be entitled to terminate the contract without notice. The exhibitor must notify the organiser and the technical implementation company without delay of an application to open composition or bankruptcy proceedings. The provisions of paragraphs 1 and 2 above shall apply mutatis mutandis.

Article III

16 Stand rental

17 Services

18 Exhibitor passes

19 POWER YOUR BUSINESS package

20 Other services

21 Trade fair catalogue

22 Conditions of payment

16 Stand rental

The net stand rental for METAV 2018 shall be:

Line stand (1 side open)	€ 166.– per m ² floor space
Corner stand (2 sides open)	€ 183.– per m ² floor space
Head stand (3 sides open)	€ 191.– per m ² floor space
Block stand (4 sides open)	€ 197.– per m ² floor space
Two-storey stand, upper floor area	€ 166.– per m ² floor space

Parts of a square metre shall be invoiced as a full square metre. All non-rectangular areas shall be rounded up to the nearest square metre and invoiced accordingly. An additional fee of € 0.60 plus statutory VAT per m² shall be made for the Ausstellungs- und Messe-Ausschuss der Deutschen Wirtschaft e.V. (AUMA) (Association of the German Trade Fair Industry). Stand rental and all other charges shall be net and subject to VAT at the prevailing rate, to be shown separately.

The minimum stand size is:

Line stand:	20 m ²
Corner stand:	25 m ²
Head stand:	75 m ²
Block stand:	250 m ²
Two-storey stand:	200 m ²

Minimum stand sizes other than these shall only be leased if they arise in the course of stand allocation.

17 Services

The stand rental includes the following services:

01. Stand area with a load-bearing capacity of 100 kN/m²
02. Stand number on the front of the stand
03. General hall cleaning
04. General hall security
05. General hall lighting
06. Hall heating and/or air conditioning
07. General exhibitor support
08. Free offers from the advertising media package
09. Inclusion in the alphabetical index in the exhibition catalogue
10. One copy of the catalogue
11. Exhibitor passes (cf. Article III, 18)
12. Courtesy bus to and from car parks
13. General visitor advertising
14. Inclusion in the electronic visitor information system
15. Internet link
16. Use of the online showroom

18 Exhibitor passes

On payment of the stand rental each exhibitor shall receive three free exhibitor passes for stands up to 20 m². One additional free exhibitor pass shall be issued for each additional 10 m² or part thereof. Further exhibitor passes may be requested online using the appropriate form within the OOS and against payment of € 42.– plus statutory VAT for each additional pass. The exhibitor passes are solely for the use of the named exhibitor, his stand staff and agents.

In the event of misuse, the exhibitor pass will be withdrawn without compensation. The inclusion of sub-exhibitors shall not increase the entitlement to free exhibitor passes.

19 POWER YOUR BUSINESS package (cf. also Article III, 21)

On payment of € 385.– plus statutory VAT, an unlimited supply of admission vouchers, voucher codes and visitors' brochures can be ordered free of charge in print and PDF format. The inclusion of the exhibitor's company logo in the alphabetical index of exhibitors in the printed catalogue and on the internet is also part of this service package.

20 Other services

Other services and supplies requested from and provided by the technical implementation company shall be invoiced by the technical implementation company and the amount(s) may be deducted from the deposit. Such services shall be subject to the relevant terms and conditions of the technical implementation company.

21 Trade fair catalogue

The organiser shall publish an official trade fair catalogue containing the following information:

1. General information
2. Alphabetical index of exhibitors with company logos
3. Hall plans
4. Index of keywords
5. Index of products

The information required must be provided on the application form.

Catalogue entry

Alphabetical index of exhibitors

All exhibitors will be listed free of charge in the alphabetical index of exhibitors with company name and address, phone and fax number, internet address, e-mail address, hall and stand number.

POWER YOUR BUSINESS package

The POWER YOUR BUSINESS package, which includes the following services, can be ordered at the price of € 385.– plus statutory VAT.

The package comprises these services:

- Unlimited supply of free admission vouchers and voucher codes for your customers
- Unlimited supply of free visitors' brochures (in print or PDF format)
- 4-colour company logo in the alphabetical index of exhibitors in the catalogue and on the internet

The maximum dimensions for a logo are 45 mm in width and 15 mm in height, at least 300 dpi resolution, CMYK, and in TIF, EPS or JPG format, whereby logos extending to only one of the maximum sizes are permissible. The logo should be sent to metav@fair.sutter.de with the reference line "METAV 2018".

Keywords

Keyword entries in the catalogue's alphabetical list of exhibitors and in the index of products can only be made for exhibitors and sub-exhibitors under their own name. Charges apply for such keyword entries. A charge of € 12.– plus statutory VAT will be made for each entry of the company's shortened name, hall and stand number under the respective reference number.

22 Conditions of payment

The stand rental invoiced by the technical implementation company shall be payable immediately and in full. All complaints must be submitted in writing within two weeks of the invoice being received. Objections will not be accepted after that date. Invoices for other services or supplies requested separately shall be payable on invoice receipt. Payments must be marked "METAV 2018" and are to be made to:

Messe Düsseldorf GmbH
Messeplatz 1
40474 Düsseldorf, GERMANY,
and only to the following bank account:
Bank: Deutsche Bank AG Düsseldorf
A/C No.: 0164 14 14 00
Bank Sorting Code: 300 700 10
SWIFT/BIC: DEU TDEDD
IBAN: DE 66 3007 0010 0164 1414 00

In the event of an exhibitor failing to meet payment deadlines (including failure to pay the full rent), the organiser shall be entitled to withdraw from the contract and otherwise lease the area. The exhibitor shall, in all cases, remain under obligation to pay the deposit and the stand rental.

Article IV

23 Technical Regulations

24 Stand erection

25 Stand facilities

26 Trade fair forwarding agents

27 Technical services

28 Security

29 Cleaning

30 Dismantling

31 Damages

32 Access to third-party stands

33 Sales arrangements

34 Advertising on the trade fair grounds

23 Technical Regulations

Along with the stand confirmation, the exhibitor shall receive access data for the Online-Order-System (OOS) and internet access to the Technical Regulations.

24 Stand erection

Work on stand erection may start from 12 February 2018 in agreement with the trade fair forwarding agents, and must be completed at the latest by 12 noon on 19 February 2018. If this deadline is not met, the organiser shall be entitled to otherwise utilize the stand (unless occupied by the exhibitor) without the exhibitor being entitled to any damages or refund of expenses already incurred. Other utilisation of a stand shall not affect the liability of the original exhibitor to pay stand rental and charges for additional services and supplies ordered.

25 Stand facilities

The following regulations shall be binding upon all exhibitors. The organiser shall have the right to remove, or have changed, any unauthorised stand decorations at the expense and risk of the exhibitor. Material for stand decoration must comply with the safety regulations issued by the fire authorities and must, if necessary, be impregnated to render it fire resistant.

– Presentation and erection of exhibits and other equipment

All machines must be erected in accordance with normal use and operation service. Proposals for machine erection and stand decoration must be plotted on a layout plan and submitted for approval.

– Overall height (cf. Technical Guidelines 4.3)

The maximum overall height of stands and advertising signs is 6.00 m in Halls 13–14 and 6.50 m in Halls 15–17 throughout the entire stand space. The existence of physical restrictions is possible in all halls.

– General stand appearance

All sides of stands adjoining the aisles must be of a transparent design.

– Two-storey stands (cf. Technical Guidelines 4.9)

Two-storey stands are permissible for stand sizes of 200 m² or larger. Special permission is required for the erection of two-storey stands, and special regulations apply. A maximum of 50% of the stand area may have an upper-storey construction. Detailed technical drafts, floor plans and drawings on a scale of at least 1:100 must be submitted at the latest 8 weeks before construction work begins. Further details are stated in the Technical Regulations. Exhibitors must comply with relevant legislation and administrative regulations.

26 Trade fair forwarding agents

Forwarding services on the exhibition site, i.e. unloading (including provision of equipment up to the stand) and customs clearing for temporary or permanent imports, shall be the sole responsibility of the trade fair forwarding agents appointed by the technical implementation company. (Details are stated in the Technical Regulations and/or arise out of the Technical Regulations.)

27 Technical services

The technical implementation company shall be responsible for general heating, air conditioning and lighting in the halls. The costs of installing water, electricity, gas and compressed air outlets on individual stands together with charges for utilities consumed and all other services shall be separately invoiced to the exhibitor (main stand tenant). The technical implementation company shall be entitled to require reasonable advances in addition to the deposit.

All basic installation work shall be carried out solely by the technical implementation company. Installation work on the stand may be carried out by other specialist firms, which must be designated to the technical implementation company on request. The technical implementation company shall be authorised but not obliged to supervise the installation work. The exhibitor shall be liable for any damage caused by the installations. Outlets, machinery and equipment which are not authorised, do not comply with the relevant regulations, or have a higher consumption than stated, may be removed at the exhibitor's expense. The stand tenant shall be liable for all damage resulting from unregulated consumption of energy. The technical implementation company shall only be liable for any losses or damage resulting from disruptions in energy supply within the terms of § 6 AVBEitV, § 18 NAV and § 6 AVBWasserV.

28 Security

The technical implementation company shall be responsible for general hall and open-air exhibition site security. Security services shall begin on the first erection day and end at the close of the last dismantling day. The technical implementation company cannot offer a comprehensive security guarantee. The technical implementation company shall be entitled to carry out

any checks needed for security. The general security service provided by the technical implementation company shall not affect the exclusion of liability for all personal injury and damage to property. Special security staff may only be provided by the security company licensed by the technical implementation company.

29 Cleaning

The technical implementation company shall be responsible for general cleaning of the open-air site, halls and gangways. Exhibitors shall be responsible for stand cleaning, which must be completed daily before the exhibition opens. Exhibitors who wish to use outside staff for cleaning may only employ companies approved by the technical implementation company.

30 Dismantling

Stands may not be cleared before the end of the trade fair. The halls must be completely cleared, including restoring flooring, by 02 March 2018 at the latest.

After this date any exhibition materials remaining on stands may be removed by the organiser or the technical implementation company and stored until requested by the exhibitor. All resulting costs and risks (including theft, loss and damage) shall be borne by the exhibitor.

31 Damages

After the close of the trade fair, the stand area including hall flooring shall be restored to its condition as when handed over. The exhibitor shall be liable for any damage to fixtures and fittings made available, and specifically for damage to hall flooring, for example from oil leaks.

32 Access to third-party stands

Third-party stands may not be entered outside opening hours without the permission of the stand tenant.

33 Sales arrangements

Exhibits may only be delivered to customers after the end of the trade fair. In all cases, legislation and regulations must be complied with.

34 Advertising on the trade fair grounds

Printed matter and advertising materials may only be distributed on the rented stand and not in hall gangways or on the open-air exhibition site. All exhibitor advertising must relate to the trade fair, comply with the law and public policy and may not be political or ideological in character. Comparison and superlative advertising are not permitted. The organiser and technical implementation company shall be entitled to prohibit the distribution and display of advertising which may arouse objection and to confiscate such material for the duration of the trade fair. Advertising measures, particularly of a visual or acoustic nature, must avoid causing any impediments or interference in the aisles or at neighbouring stands. The organiser and the technical implementation company shall be entitled to intervene and require the discontinuation or removal of activities or material contravening this ban.

Article V

35 Industrial property protection

36 Exhibition insurance

37 Third-party liability and insurance

38 Force majeure

39 Site regulations

40 Data protection

41 Lien

42 Oral agreements

43 Statute of limitations

44 Place of performance, Venue

35 Industrial property protection

The exhibitor must ensure that exhibits comply with legal regulations on industrial property rights. Steps to ensure this must be taken before presentation of the exhibits. The organiser does not accept any liability in this respect. Under the Act of 18 March 1904 in the prevailing amended version, application will be made for priority protection for META V 2018. As a result of a change

in the law and in contrast to earlier years, exhibition priority protection now only applies to trademarks, utility models and registered designs, and not to patents. For patents it is accordingly advisable to file a patent application before the start of the trade fair with the Deutsches Patent- und Markenamt, Zweibrückenstr. 12, 80331 München, GERMANY. Priority certification may be issued by the legal department of Messe Düsseldorf for trademarks, utility models and registered designs during the trade fair. Applications must be sent to Messe Düsseldorf and include a detailed written description and a technical drawing (two copies of each). The organiser does not accept any liability whatsoever in this respect.

36 Exhibition insurance

Limitation of liability

The technical implementation company has drawn up a basic exhibition insurance agreement that covers all standard insurable risks such as fire, lightning, explosion, storm, burglary, theft, breakage, leakage and water damage, including risks during the delivery and removal of exhibits.

The exhibitor has the option of entering into this agreement via the technical implementation company. The organiser cannot accept any liability for this. A blank form for such insurance cover is available for exhibitors along with the Service Compass and/or the OOS. Exhibitors who do not avail themselves of the insurance cover offered by the basic agreement or who fail to do so in time, forfeit the right to claim against the technical implementation company and the organiser 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 the technical implementation company. The technical implementation company and the organiser accept no responsibility for looking after exhibits and stand fittings and expressly exclude all liability for any loss or damage. This exclusion of liability is in no way limited by the security services provided by the technical implementation company. The technical implementation company also offers exhibitors insurance against cancellation of a show as part of a general agreement. This 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 these basic agreements, exhibitors can obtain cover, at their own expense, for risks during participation at the event. A blank form for such insurance cover is available for exhibitors along with the Service Compass and/or the OOS. The technical implementation company and the organiser shall only be liable for damages other than those arising by injuries to life, limb or health if these shall be due to wilful or grossly negligent action or culpable violation of an essential contractual duty by the technical implementation company or the organiser or by any of their agents. In case of a negligent violation of an essential contractual obligation, liability of the technical implementation company and the organiser shall be limited to contracttypical and foreseeable damage. Any liability for compensatory damages beyond that shall be excluded. No reduction of compensation or damages can be entertained which arises as a result of the absence or deficiency of rooms or items provided for use.

37 Third-party liability and insurance

The organiser has adequate insurance cover for his 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 which are not realised by the organiser. 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 technical implementation company agreement (cf. paragraph 36). A blank form for such insurance cover is available for exhibitors along with the Service Compass and/or 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.

38 Force majeure

METAV 2018 may be rescheduled or cancelled for reasons of force majeure or unforeseeable circumstances. If METAV 2018 is cancelled, stand rental shall be refunded after deduction of costs incurred prorated by the amount actually paid in by each exhibitor. All further claims are excluded. If the organiser or the technical implementation company is responsible for cancellation, no stand rental shall be due. All claims for damages against the organiser and technical implementation company are excluded.

39 Site regulations

The organiser and the technical implementation company shall be empowered to issue regulations or instructions for the entire exhibition site during the trade fair and the erection and dismantling periods. The exhibition management is entitled to issue instructions. Animals may not be brought onto the exhibition site.

40 Data protection

The exhibitor acknowledges and consents to such personal data pertaining to the exhibitor as is necessary for the fulfilment of the contract being stored for automatic processing. In accordance with the German Federal Data Protection Act (in the following: BDSG), this may therefore be done without specific notification requiring to be given. Personal data may be passed on only and solely in the course of order data processing. Insofar as data are passed on in the course of order data processing to service providers or contractual partners, these too shall be bound by the legal prescriptions of the BDSG, other statutory provisions and, contractually, by the guidelines of the German Machine Tool Builders' Association (VDW). Only such data as is required for the commercial processing and smooth completion of their assignment shall be stored and/or passed on to service providers.

41 Lien

The technical implementation company may retain the exhibitor's stand fittings and exhibits as security for outstanding liabilities; the provisions of the German Civil Code, § 562 a, Sentence 2, shall not apply. The technical implementation company shall be entitled, in the event of failure to pay within the stated period, to dispose freely of retained articles after written announcement. The company shall not be liable for damage to and/or loss of the retained goods for reasons beyond its control.

42 Oral agreements

All agreements, individual approvals and special arrangements must be confirmed in writing by the organiser or the technical implementation company. The invalidity of any of the present conditions shall not affect the validity of the remaining conditions.

43 Statute of limitations

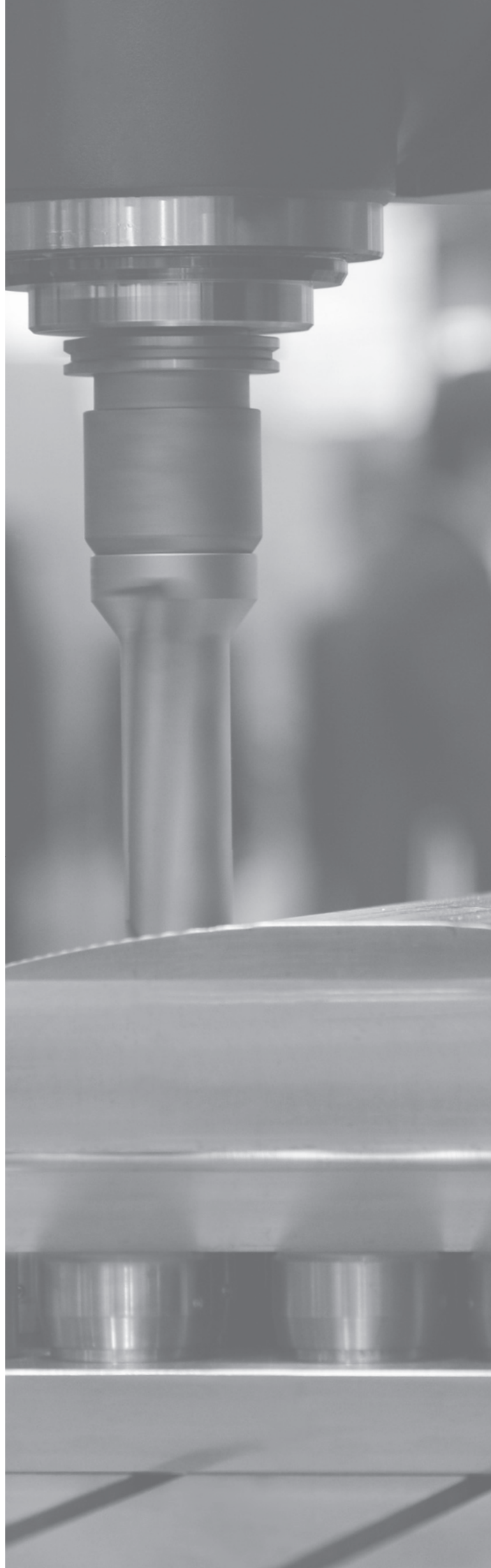
All claims by exhibitors against the organiser or the technical implementation company shall expire within six months. The statute shall begin from the end of the month in which the trade fair closes.

44 Place of performance, venue

The place of performance and venue for all mutual obligations shall be Düsseldorf.

Although the utmost of care was exercised in translating these Conditions of Participation into English, attention is expressly drawn to the fact that only and exclusively the German "Teilnahmebedingungen" are legally binding.

The law of the Federal Republic of Germany shall apply.



METAV/2018

DÜSSELDORF, 20.-24. FEBRUAR / POWER YOUR BUSINESS



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