

# Special Conditions for Trade Shows and Exhibitions of Reed Exhibitions Deutschland GmbH

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## 1. General

The Exhibition bears the name "IMA 2011 – International trade fair for amusement and vending machines".

The "bowling world", the "coffee world" and the "Service Solution Village" are part of the IMA 2011.

The exhibition takes place in the Exhibition Centre in Düsseldorf.

Opening hours:

18. – 20.01.2011                    10 a.m. – 7 p.m.  
21.01.2011                            10 a.m. – 4 p.m.

## 2. Deadline for registration

We recommend your registration until November 15<sup>th</sup>, 2010.

## 3. Terms of admission/Classification of exhibition sectors

3.1

The entire exhibition area of the "IMA 2011" comprises the product groups outlined in the registration form for the "IMA 2011".

3.2

Products or services not identified or outlined in the registration may neither be exhibited nor offered.

Authorised exhibits may not be removed during the retailers' event.

3.3

Exhibits that go against the law or are an offence against good taste are not permitted. The organiser is entitled to forbid the handing out and exhibition of prohibited exhibition items and to impound such items for the duration of the exhibition at the expense of the exhibitor. In individual cases, the organiser reserves the right of assertion of further claims.

3.4

In view of the technical nature of the exhibition, the direct sale of exhibits and samples at the exhibition stand and the pricing of exhibits openly during the retailers' event is not permitted.

3.5

The exhibitor is not permitted to designate the organiser as consignee of product consignments (exhibition items, material for stand construction, information material, etc.).

The exhibitor cannot derive any claims from the fact that the organiser accepts such consignments without examining their regularity or completeness, nor checks the freight and forwarder's invoice or does not store or keep the goods properly.

3.6

The presentation of classic products, which are offered by VDAI-Members or automat wholesale, is not permitted for Federations Services Companies.

3.7

Visitor and exhibitor surveys are only permissible if there is a written authorisation of the IMA Show Management.

## 4. Rent and costs

4.1

The stand rent is stipulated in the registration form. Construction related supports and beams are basically contained in the computed area and do not lead to a claim to rent reduction.

4.2

The following expenses will be charged in addition to the stand rent:

a) In the case of a co-exhibitor (see point 9 of the General Fair and

Exhibition Conditions), the co-exhibitor's fee will be € 120 plus the obligatory catalogue-entry of € 395 for the co-exhibitor.

b) In respect of the cost of stand- and general energy, a pro rata lump sum amount of €10.50 per square meter of exhibition area will be charged for the consumption of generally available electricity and generally available water, and also for heating and ventilation and general lighting of the exhibition halls.

c) The AUMA-Fee per sqm is fixed at € 0.60 net (AUMA-Exhibition and Trade Show Committee of the German Economy). The AUMA looks after the various business interests arising inside and outside Germany in the field of exhibitions and trade shows.

d) The following all-inclusive marketing charge (see point 8 "all-inclusive marketing charge")

12- 40 sqm                            €            695.00

41-100 sqm                            €            975.00

more than 100 sqm                    €            1,145.00

e) The premium amount is graded according to the total sqm of the stand (see point 9 "Exhibitor's insurance")

f) All the prices plus statutory value-added tax. According to the law governing value added on foreign trade show participation amended with effect from 1.1.1985, the stand rentals and services incurred within the framework of trade show participation are no longer exempt from value added tax. An application for refund can be made to the Bundesamt für Finanzen (Federal Finance Office, 53221 Bonn, Tel. +49 228 4006-0, Germany).

4.3

The payment of the stand rent and for secondary services are due, in the amount of 100% of the invoice amount, at the latest 30 days from the date of invoice. If, as an exception, the bill is sent after November 2<sup>nd</sup>, 2010 the entire invoice amount becomes payable in one sum immediately; payment must be effected before the beginning of the exhibition.

## 4.4 IMA STARTER

Alternatively, the organiser puts an all-inclusive 9 sqm row or corner stand package, including:

- 2 exhibitor passes
- AUMA contribution
- Flat rate of energy costs
- Marketing charge
- Stand construction
- A.c. connection up to 3.3 kW (220V) without power consumption
- Basic fee electricity
- Checking charges for the electro installation (carried out by the Technical Inspection Authority)
- Earthing connection
- 24-hour socket for stand cleaning
- Stand cleaning
- Carpet: Rips, Colour grey or blue, incl. covering foil etc.
- Construction: System elements, consisting of upright-extrusion, floor and ceiling frame, light grey coated.
- Walls: HFP - plates, 3.2 mm strong, colour light grey.
- Ceiling: Statics grided, otherwise open.
- Fascia lettering (max. 15 letters)
- Fascia: For each open corridor side one fascia, white.
- Further details of the standard equipment: 2 shelves, 4 spots, sockets, 1 table (round), 3 chairs, 1 info desk, 1 waste paper basket.

All further orders and additional costs as well as the mandatory insurance are invoiced to the exhibitor. The costs for the all-inclusive IMA STARTER package are € 3,385.- plus legal VAT.

#### 4.5 Package @ coffee world

Alternatively, Reed Exhibitions Deutschland GmbH puts an all-inclusive 9 sqm row or corner stand. Package, including:

- AUMA contribution
- Presentation of participants on a double-page spread in the official IMA show catalogue distributed to all visitors and also on the website
- Free promotional items
- 3 exhibitor passes
- Energy consumption
- Stand construction
- A.c. connection up to 3.3 kW (220V)
- Basic fee electricity
- Checking charges for the electro installation (carried out by the Technical Inspection Authority)
- earthing connection
- 24-hour socket for stand cleaning
- Stand cleaning
- Carpet: Rips, colour grey or blue, incl. covering foil etc.
- Construction: System elements, consisting of upright-extrusion, floor and ceiling frame, light grey coated.
- Walls: HFP - plates, 3.2 mm strong, colour light grey.
- Ceiling: Statics grided, otherwise open.
- Fascia lettering (max. 15 letters)
- Fascia: For each open corridor side one fascia, white.
- Further details of the standard equipment: 2 shelves, 4 spots, sockets, 1 table (round), 3 chairs, 1 info desk, 1 waste paper basket.

All further orders and additional costs as well as the mandatory insurance are invoiced to the exhibitor. The costs for the all-inclusive coffee world package are €3,450.- plus legal VAT.

#### 4.6 Pro Shop Park @ bowling world

Presentation area "Pro Shop Park"

The complete package for the presentation area includes the following services:

- Presentation area within the pavilion at special rates
- 1 counter, 1 sideboard, 2 bar stools, 1 spotlight with bracket
- power setting (3,3 kW) incl. power consumption
- Preliminary cleaning, daily cleaning
- Presentation of participants on a double-page spread in the official IMA show catalogue distributed to all visitors and also on the website
- Free promotional items
- AUMA contribution
- 2 exhibitor passes
- Carpet: Rips, colour blue, incl. covering foil etc.
- Fascia lettering (max. 15 letters)
- Fascia: For each open corridor side one fascia, white.

#### Participation Fee

The costs for 1 presentation area are:

#### Economy-Package:

€ 2,350.- plus legal VAT

#### Business-Extras, additionally bookable:

insurance fee € 215.-

#### 4.7 Package @ Service Solution Village

Alternatively, Reed Exhibitions Deutschland GmbH puts an all-inclusive 9 sqm row or corner stand.

Package, including:

- AUMA contribution
- Presentation of participants on a double-page spread in the official IMA catalogue distributed to all visitors and also on the website
- Free promotional items
- 3 exhibitor passes
- Energy consumption
- Stand construction
- A.c. connection up to 3.3 kW (220V)
- Basic fee electricity
- Checking charges for the electro installation (carried out by the Technical Inspection Authority)

- Earthing connection
- 24-hour socket for stand cleaning
- Stand cleaning
- Carpet: Rips, colour grey or blue, incl. covering foil etc.
- Construction: System elements, consisting of upright-extrusion, floor and ceiling frame, light grey coated.
- Walls: HFP - plates, 3.2 mm strong, colour light grey.
- Ceiling: Statics grided, otherwise open.
- Fascia lettering (max. 15 letters)
- Fascia: For each open corridor side one fascia, white.
- Further details of the standard equipment: 2 shelves, 4 spots, sockets, 1 table (round), 3 chairs, 1 info desk, 1 waste paper basket.

All further orders and additional costs as well as the mandatory insurance are invoiced to the exhibitor. The costs for the all-inclusive service solution village package are € 3,450.- plus legal VAT.

#### 5. Stand construction/product demonstration and musical performances

##### 5.1 Stand construction

Construction: 14.01.2011, 7 a.m. continuing till 17.01.2011, 6 p.m. The stand construction must be completed by Monday, January 17<sup>th</sup>, 2011, 6 p.m. so that proper cleaning becomes possible before inauguration. In isolated cases, the stand construction can, after consultations with the organiser, be started earlier. In such a case, the organiser shall charge the exhibitor a construction fee of 1.95 € per sqm/day plus legal VAT.

##### 5.2 Product demonstration and musical performances

Loud product demonstrations and musical performances are possible with the explicit permission of the organiser.

#### 6. Stand disassembly

At the completion of the exhibition, it is recommended to remove valuable, sensitive and slightly mobile exhibits from the stand. The period laid down for the general disassembly begins on Friday, January 21<sup>st</sup>, 2011, 5 p.m. and ends on Sunday, January 23<sup>rd</sup>, 2011, 6 p.m. An extended dismantling is not possible.

#### 7. Receptions at the stand

Receptions and other celebrations held on fair stands after the end of the general opening hours are only permitted if a written application is submitted to the exhibition management and if approval is granted. If such an event ends after midnight on the day on which the event has been applied and approved for, the exhibitor shall pay the organiser the following amounts:

- |                                  |                          |
|----------------------------------|--------------------------|
| • up to 99 sqm exhibition space  | € 490.00 / event / day   |
| • 100 - 249 sqm exhibition space | € 760.00 / event / day   |
| • 250 - 499 sqm exhibition space | € 990.00 / event / day   |
| • above 501 sqm exhibition space | € 1,270.00 / event / day |
- plus legal VAT.

#### 8. All-inclusive marketing charge

The all-inclusive marketing charge includes:

- Every exhibitor receives, valid for the runtime of IMA, two identity cards free of charge for a stand of up to 20 sqm; for each 20 sqm of stand area under construction the exhibitor receives an additional identity card. For a stand size of more than 201 sqm, the exhibitor receives for each 50 sqm space under construction an additional identity card.
- 1 catalogue entry and 6 free entries of product groups in the show catalogue.
- Advertising media in accordance with the order through the Exhibitor Service Package: posters, stickers, visitor brochures and vouchers for admission tickets.
- Utilisation of the online-communication platform of IMA on the internet: company name, address, contact person, booth number, company description, links to e-mails and website, request a meeting, company logo, product graphic and event hosting in the event calendar of the IMA fair.

### **9. Exhibitor's insurance**

The exhibitor takes part in the insurance effected with an insurance company, which covers the risks, named finally in the addendum exhibit to these conditions headed with "insurance cover for exhibitors" naming further conditions. Precondition for the participation in this insurance is the payment according to the total sqm of the stand:

- up to 20 sqm                   € 215.00
- up to 100 sqm                € 244.00
- from 101 sqm                € 300.00

by the exhibitor within the deadline named in the application form.

All prices plus legal VAT.

The insurance covers exist only after receipt of the insurance premium on our bank account.

### **10. Relocation of entrances, exits and passages**

The organiser reserves the right to relocate the entrances, exits on the exhibition premises and to the halls, as well as the passages.

June 2010

## General fair and exhibition conditions

### 1.1

The organiser is Reed Exhibitions Deutschland GmbH  
Völklinger Strasse 4, 40219 Düsseldorf, Germany  
Phone: +49(0)211/90 191-133/-134  
Fax: +49(0)211/90 191-127

The organiser uses the exhibition premises in accordance with a lease with the local exhibition company.

### 1.2

Every exhibitor receives a service package at the latest 3 weeks prior to the beginning of the exhibition; for late registration the service package is supplied immediately after conclusion of contract. The service package contains technical procedures as well as the provisions stipulated by the locator and the authorities; these stipulations have to be unconditionally adhered to by all exhibitors.

The following General and Special Fair and Exhibition Conditions as laid down by the organiser are binding.

## 2. Registration

Applications for stands are to be made using the relevant registration forms provided by the organiser. The registration form must be completely filled out by the exhibitor, and furnished with a legally binding signature. The registration forms must be received by the organiser by the registration deadline as indicated on the registration form as well as in the Special Fair and Exhibition Conditions.

The exhibitor is bound to the registration for 12 weeks.

## 3. Admission prerequisites

### 3.1

A prerequisite for the participation as an exhibitor is that the products to be exhibited belong to the goods/product lines outlined in the attached list. The exhibitor commits himself to give relevant information regarding his enterprise and the products he wishes to exhibit.

### 3.2

The organiser decides on admission after exercising his mandatory discretion, considering the space available, the purpose and the structure of the exhibition. He is not obliged to give reasons for refusals. The exhibitor cannot expect priority treatment because of participation in a previous exhibition.

The organiser cannot agree to the exclusion of competition.

## 4. Conclusion of contract

### 4.1

During the commitment period (cf. section 2), the exhibitor receives a message whether admission has been granted. If exhibitor's admission is approved, he receives a written confirmation of registration, on receipt of which the contract comes into effect.

### 4.2

If the organiser, in an isolated case, grants the exhibitor a privilege, specially indicated on the registration form, outside of these terms of business in writing, the following shall come into effect, if the organiser, having signed the exhibition contract withdraws from it:

The exhibitor is, in such a case, entitled to withdraw from the exhibition contract within 14 days on receipt of the written confirmation of registration. The withdrawal is to be submitted in writing. The due time of withdrawal is determined by the time of receipt by the organiser.

After this date, a withdrawal by the exhibitor from the contract is not possible outside of the legal rules and subsequent arrangements. If the exhibitor cancels his participation after this date or withdraws from or terminates the contract, he must pay the full rent for the stand and

additional incidentals incurred by the organiser.

### 4.3

The organiser is entitled to diverge from the original agreement and assign the exhibitor a different kind and size of stand, or change the location or dimensions of the stand. This could be necessitated by construction-related reasons, in particular by reasons of the organisation of the exhibition as a whole, of the available space or of structural requirements. A right of withdrawal or a claim to compensation by the exhibitor or other claims are inadmissible in this case, unless, the size of the stand offered falls below or exceeds the size agreed upon by more than 15%. In such a case, the exhibitor can resign from the contract. The rent is otherwise to be adjusted correspondingly.

### 4.4

The exhibitor is not entitled to transfer to third parties his claims from the exhibitor's contract with the organiser.

## 5. Withdrawal of the organiser

### 5.1

The organiser is entitled to resign from the contract and to demand compensation from the exhibitor, if the exhibitor, in spite of the relevant request by the organiser and fruitless lapsing of appropriate extension period of time set by the organiser:

- exhibits goods that have not been registered, authorised or are used goods, so far the latter are not for demonstration purposes,
- is in default of payment arising from the contract with the exhibition,
- subleases or transfers usage of the stand to third parties without approval of the organiser,
- has not properly registered a joint exhibitor (cf. section 9),
- has delayed the construction/disassembly of the stand, i.e. carries out the work after the prescribed times stipulated in the Special Fair and Exhibition Conditions,
- does not adhere to the conditions in accordance with subsections 11 regarding the organisation and equipment of the stands,
- becomes insolvent after conclusion of contract or is in danger of becoming insolvent or the organiser gains knowledge of the insolvency or endangered capability of the exhibitor after contract conclusion, provided that the exhibitor does not effect payment within the stipulated extension period or provide some sort of security for the payment.

If the organiser resigns from the contract, he is entitled to claim compensation in the amount of 35% of the stand rent as well as the additional costs already incurred. The assertion of a higher claim for compensation remains reserved.

The exhibitor is entitled to prove that a damage did not result at all or is considerably lower than the sum being claimed.

### 5.2

Instead of retirement and the assertion of compensation, the organiser can opt to have the exhibitor, in the case of the exhibition of goods not registered, not authorised or, used goods, remove those goods; in the case of subleasing or transferring usage to third parties without approval, the organiser can effect the evacuation of the stand by the third parties; in the case of noncompliance with the provisions regarding the organisation and equipment of the stands, the organiser can cause the exhibitor to conform with the organisation or otherwise obligate him to remove the stand; as regards the case of default, the late stand construction and the danger of insolvency, the organiser can assign another stand to the exhibitor and adjust the rent owed.

## **6. Force majeure**

If the holding of the exhibition is made wholly or partly impossible by sudden events that could not be foreseen by the organiser or the organiser cannot carry out the exhibition in the manner planned, in particular, due to terror attacks, epidemics particularly SARS, natural catastrophes, force majeure, structural modifications on the part of the landlord, damage caused by water, clearance ordered by the authorities or shut down, the organiser is entitled to resign from the contract. The organiser is obligated to immediately inform the exhibitor about the partial or complete impossibility of carrying out the exhibition and in the case of complete impossibility pay back all monies already received; in the case of partial impossibility proportionate payments are to be made.

## **7. Terms of payment**

### 7.1

The stand rent and other remunerations are net amounts in addition to which sales tax is to be paid to the amount valid at the time of the exhibition.

### 7.2

The due date for the payment of stand rent and the payment for secondary services are contained in the Special Fair and Exhibition Conditions.

### 7.3

The exhibitor is in default of payment without a reminder after expiry of the payment time stipulated in the Special Fair and Exhibition Conditions.

In this case, he must in addition to the amount owed, pay interest on the arrears to the amount of the interest rate on arrears laid down by law (5% above the basic interest rate; so far the organiser is not a consumer, the interest rate is 8 % above the basic interest rate); however, the interest rate should be at least 8%. The organiser reserves the right of assertion of further damages caused by arrears. The exhibitor is entitled to prove that a damage did not result at all or is considerably lower than the sum being claimed.

## **8. Services rendered by the organiser**

### 8.1

The following services are included in the contract covering the renting of the stand:

- \* cleaning the hall walkways
- \* provision of supervisors and guards for the general guarding of the exhibition

### 8.2

For additional services, such as connections for power and/or water the exhibitor must apply to the landlord. Contractual agreements are made directly between the landlord and exhibitor. Companies engaged through an agent and with the approval of the organiser, charged with installation are to submit their bills for installation and consumption directly to the exhibitor. Application forms for stand construction, telephone, power supply and other exhibition services are contained in the Exhibitor Service Package.

## **9. Joint exhibitors/Common stand**

### 9.1

Several exhibitors can rent a stand together. They have to register a common authorised representative. This is the contact person for the organiser. All other exhibitors will be regarded as co-exhibitors.

### 9.2

The exhibitor is not authorised, without the permission of the organiser, to sublease the rented stand wholly or partially to third parties or otherwise transfer usage, or exchange it, or accept orders for other companies. Goods and companies not mentioned in the license must not be promoted on the stand.

### 9.3

The exhibitor must apply to the organiser for any joint exhibitor on the basis of the General Terms of Business of the Organiser, in writing. In such a case the exhibitor is to pay a fee for each joint exhibitor. Relevant information regarding the fee payable is contained in the Special Fair and Exhibition Conditions.

All companies that, in addition to the main exhibitor, also use the stand are co-exhibitors. They are still considered joint exhibitors even if they entertain very close economic or organisational ties with the main exhibitor. Company representatives are not authorised as joint exhibitors. Suppliers of such goods, services and other products that are necessary for the demonstration of offers of an exhibitor are not considered joint exhibitors.

The co-exhibitor and main exhibitor are jointly liable to the organiser.

## **10. Allocation of the stand**

### 10.1

The allocation of the stand is carried out by the organiser. The decision is determined in accordance with aspects dictated by the fair/exhibition theme, creative elements and the existing structural situation. As far as possible, special wishes of the exhibitor are considered. The date of receipt of the registration is not decisive. The exhibitor is informed of the allocation of the stand in writing as well as the announcement of halls and stand numbers.

### 10.2

Construction related supports and beams are basically included in the computed space for the allocated stand. No claim results from this reduction. The stand rent refers to the rented space, i.e. stand partition walls and other installations and superstructures are not included in the rent of the stand.

### 10.3

For technical reasons, the organiser reserves an insignificant limitation on the assigned stand. This may be at the most 20 cm in width and depth in each case and does not entitle to a reduction in stand rent. Exceptions to this rule are stands, that are expressly registered as prefab and prestructured stands.

### 10.4

After the allocation of the stand, the organiser can only order a transfer of the stand by presenting conclusive planning-based or structure related reasons. In this case, the organiser has to assign the exhibitor so affected an equivalent stand.

## **11. Stand construction and organization of the stands**

### 11.1

For the achievement of a homogeneous general picture, guidelines for the construction and organisation of stands have been laid down by the organiser in the service package, which contains binding conditions for the exhibitor.

Prior to planning the construction of a stand, the exhibitor is obligated to gather information about the structural condition of his booked space (supports, fire protection facilities etc.) in time from the organiser. If the stand is still not put up a day before exhibition begin and occupied, the organiser is entitled to assign the stand in another manner or to furnish and/or decorate it in another manner. In such a case, the tenant must pay the full rent and any costs already incurred. He bears the costs resulting from the decoration and/or furnishing of the stand not occupied.

### 11.2

Gastronomic areas must be specially registered with the organiser and shall be computed separately. These areas must be explicitly approved by the organiser.

### 11.3

The organisation and the construction of the stand must be done in such a way that no neighboring company is obstructed by exhibits, advertising spaces or objects on display.

#### 11.4.

The specified stand limits should not be exceeded. Stand constructions up to a height of 6.00 m do not require approval. However, rear walls of 2.50 to 6.00 m in height bordering onto adjacent stands should be kept neutral white in appearance. Written authorisation should be obtained from neighbouring exhibitors for stand constructions exceeding 6.00 m in height. Stand constructions above 6.00 m, plus any suspended elements, also require written authorisation from Reed Exhibitions Deutschland GmbH.

#### 11.5

During the opening hours of the exhibition, the stand must be constantly under supervision with sufficient personnel, and made accessible to visitors. Name and address of the stand owner must be displayed, recognisable for everyone, for the entire duration of the exhibition. A relevant sign is to be installed.

#### 11.6

Minimal demands on stand organization are the laying of floor covering, the fixing of a sign board on the stand boundary to the walks and an attractive design of the rear and sidewalls; these constitute responsibilities of the exhibitor.

### 12. Stand disassembly

#### 12.1

No stand may be cleared completely or partially before termination of the exhibition; otherwise, a contractual penalty is due in the amount of half of the gross stand rent.

#### 12.2

The exhibition/stand space must be given back in its initial state. Used material, foundations, excavations, damages, as well as carpet adhesive tape and adhesive residue are to be eliminated completely without removing damage caused to the base; otherwise, the organiser is entitled to have these works carried out at the expense of the exhibitor. Further claims to compensation remain reserved.

#### 12.3

The exhibitor is further liable for damages to the floor, the walls and the materials rented or made available on loan. Stands and/or exhibition exhibits, that have not been disassembled or removed by the stipulated due date for the termination of the disassembly, may be removed by the organiser and, under exclusion of any liability regarding loss and/or damage, be stored by a forwarding agent.

### 13. Liability of the organiser

#### 13.1

The organizer does not perform the duties of a custodian of exhibition goods and stand furnishings and excludes every liability for damages and loss.

#### 13.2

The organiser is liable in the case of intention or gross negligence. However, the liability is limited to the contract typical, foreseeable damage in the case of a mere negligent injury of duty through the organiser or his vicarious agents.

The liability for entrepreneurs is cancelled completely as regards the infringement of negligible contractual duties.

#### 13.3

The liability restrictions in question here do not apply for the organiser as regards attributable physical injury or injury to health or the case of loss of life.

### 14. Two-storey stand construction

In exceptional cases a two-storey construction can be permitted for two, three and four sided open stands. The prerequisites for this are the following regulations:

#### 14.1

A two-storey construction is only permitted for stands with at least 100 sqm area.

#### 14.2

Due to the second storey the floor space is allowed to have only 50% covered by a superstructure.

#### 14.3

Two-storey stands must basically have two independent exits.

#### 14.4

For all two-storey stands to be constructed, 2 copies of a stand design (floor plan, sections and views) are to be submitted to the exhibition authorities at the latest 10 weeks prior to exhibition begin, for approval.

#### 14.5

Furthermore, the construction of a two-storey stand requires a building permit. A requisite two-fold application is to be submitted to the inspector of works of the town at the latest 10 weeks prior to exhibition begin. The application must have the following requisite attachments: Area plan, floor plan, sections and views as well as specifications and static calculations. Stands built up without building permission shall not be released for use for the inauguration.

#### 14.6

In the case of multi-storey stand construction the rent for the area of the storey increases by 50%.

#### 14.7.

Agreement should be sought from the tenant of the neighbouring stand for two-level constructions in which the second floor has an open design.

### 15. Use of walk areas

If an exhibitor rents areas that are separated from each other by walk areas, he can, after a written permission by the organiser, lay carpets on these walk areas to create a homogeneous picture of his enterprise. The erection of superstructures above such walk areas can also only occur after a written permission by the organiser and the fulfillment of possible technical conditions that the organiser makes known in writing to the exhibitor within the framework of the permission. The rent of the occupied or superstructured walk areas is computed on the basis of 30% of the regular stand rent per square meter. The occupied and/or covered walk area is computed with 30% of the normal stand rent per square meter. Constructions on the walk areas with exhibits/stand construction elements and others are not permitted.

### 16. House rules/House authority

#### 16.1

The organiser exercises complete house authority over the entire premises for the construction, the running and disassembly time of the exhibition. The bringing of animals onto the exhibition premises is not permitted. The organiser is entitled to give instructions accordingly.

#### 16.2

Possible house rules issued by the organiser and which are brought to the attention of the exhibitor are to be recognised by the exhibitor as obligatory also for all those working for him on the fair/exhibition premises.

#### 16.3

Exhibitors and their employees may enter the fair/exhibition premises only an hour prior to the beginning of the fair/exhibition and must leave the premises at the latest an hour after the end of the fair/exhibition. Spending the night on the premises is not permitted.

### 17. Landlord's lien

In the case of justified claims, the organiser is entitled to a landlord's lien on the exhibitor's exhibition goods. This is to be asserted by noti-

fication of the exhibitor's representatives present on the stand. After the end of the event, exhibition goods may therefore only be removed from the exhibition if the organiser has not exercised his lien. After exercising such a landlord's lien, the organiser shall not be liable for any damage or loss to the lien objects for which he is not responsible. After written notification has been issued, the pledged property can be disposed of on the open market. This assumes that all objects brought to the exhibition by the exhibitor are his unrestricted property, or he has unrestricted right of disposal over such objects.

#### **18. Over-the-counter sales**

Over-the-counter sales are not permitted.

#### **19. Advertising/prize games**

The exhibitor is entitled to conduct advertising measures, particularly the distribution of brochure material and samples as well as the addressing of visitors only within the stand assigned to him. Posters pasted without permission in the exhibition halls, labels or other advertising printings shall be removed during the exhibition on account. The organizer does not have to supply proof of causality.

Music and light performances of every kind as well as the operation of loudspeaker sets may need the explicit permission from GEMA (the association for musical performances and musical reproduction) and should be reported in time; it is subject to a fee. This permission can, as well as the permission for the demonstration of machines, audio devices, photographic devices or fashion, be restricted or revoked in the interest of an orderly exhibition operation. Especially in the case of violation of these regulations, the organiser can intervene and give a desist order.

The deployment of promotion teams outside of the assigned stand necessitates the acquisition of a written permission from the organiser. Exhibitors using promotion teams without the written permission of the organiser owe to the organiser for every case of infringement a contractual penalty in the amount of 5,200.00 €.

Raffles, competitions, quiz events, prize games and similar events can only be carried out with explicit permission of the organiser.

#### **20. Guard**

The organiser undertakes the general guarding of the fair/exhibition premises without liability for losses or damage. For the supervision and guarding of the stand, the exhibitor is himself responsible. This holds valid also during the construction and disassembly period prior to the beginning and after the termination of the exhibition. The organiser recommends for the protection of the stand during the night hours the deployment of a stationary guard provided especially by the official exhibition security firm, on the stand of the exhibitor. Ordering of such a special guard is to be agreed upon in time with the organiser.

#### **21. Design protection**

It is the responsibility of the exhibitor to protect the exhibits against an injury of the protective determination, in particular, to protect himself against media such as photography, video and recording including drafting.

The exhibitor has to refrain from infringing on or endangering the industrial protective rights of other exhibitors. The organiser reserves the right, in the case of violations of protective rights by an exhibitor and established by the courts, to expel the exhibitor from the current exhibition and/or from future events and maintain the full stand rent payable including incidentals. Liability claims arising from infringements on industrial protective rights cannot be made valid against the organiser.

#### **22. Photographing/drawing**

Professional photographing, drawing, video and sound recordings within the exhibition premises require the permission of the organiser.

#### **23. Exclusion stipulation/Time limitation**

##### **22.1**

Claims of the exhibitor against the organiser are to be made in writing valid within three months after termination of the fair/exhibition; claims made later are inadmissible.

##### **22.2**

All claims of the exhibitor against the organiser become invalid by prescription within six months from the end of the month into which the final day of the exhibition falls; excluded from this are claims in the case of liability of the organiser due to intention.

#### **24. Place of performance and jurisdiction**

Place of performance is Düsseldorf. Jurisdiction for all mutual obligations from this contract is Düsseldorf.

#### **25. Final definitions**

##### **25.1**

Federal German Law is decisive. The definitions of UN purchase rights are not applicable. The German text is binding.

##### **25.2**

Should individual definitions of these General Fair and Exhibition Conditions and/or the Special Fair and Exhibition Conditions wholly or partially be or become ineffective, the remaining provisions thereof remain valid. The wholly or partially ineffective Regulation should be replaced by an effective regulation the economic success of which possibly comes close to that of the ineffective one.

##### **25.3**

All declarations, all special authorisations and all special regulations require the written confirmation by the organiser. This applies equally to deviations from the general information and the Special Fair and Exhibition Conditions.

June 2010

## -Exhibitor Insurance Policy No. 151834 and 151835-

The comprehensive contents of the insurance contract and the terms and conditions of insurance can be made available upon request. This is merely a summary of the main contents as set forth in the policy. This summary can not be interpreted as policy itself.

The contract is divided up into 3 sections:

### Section 1

**-Insurance cover during exhibitions and transportation connected thereto-**

**EUR 25,000.-- on first loss for each event of loss**

The entire scope of exhibition materials connected to the exhibition booth (including furnishings and fittings, even if such furnishings and fittings are rented) for the duration of the exhibition, including round trip transportation. In this regard losses and damages on account of an insured risk are covered (e.g. theft, fire and other damages). Smaller valuables have to be locked away in glass display cases or display cabinets (e.g. precious metals, jewellery, objects d'art or other collectors' pieces). Valuable articles are insured up to a maximum of 10% of the first loss sum, EURO 2,500.--. If higher insurance cover is desired, this has to be agreed with the insurance broker, Oskar Schunck Aktiengesellschaft & Co. KG. The same applies to furs. Irrespective of specifically agreed protection, insurance cover against the risks of breaking and entering, theft and other loss shall only exist if the exhibited items are permanently overseen by the insured and/or its employees during setting up and dismantling of the exhibition booth as well as throughout visiting hours until closing of halls and if the exhibition halls are guarded during the night-time. This precaution analogously also applies to insured exhibition materials positioned on open-air grounds.

#### Important Exclusions (among others):

- War, civil war and warlike events, terrorism and political acts of violence, seizure, divestment and other interventions of higher authority, radioactive contamination due to utilisation of chemical, biochemical substances or electromagnetic waves as weapons constituting a public danger and this in fact without taking into account any other contributing causes, nuclear energy and other radiation;
- Loss or damage to exhibition materials located outdoors through theft and weather conditions
- Embezzlement by employees
- Goods designated for consumption, e.g. promotional handouts, catalogues, foodstuffs, beverages and tobacco products;
- Inherent vice and natural characteristics of exhibition materials
- polish cracks, adhesive solutions, rust and oxidation;
- Tube and filament fracture, shrinkage, adoption of odour, vermin;
- Lack or defects in packaging proving to have unsuitable stress levels;
- Damages caused by processing, assembly, disassembly, utilisation or demonstration itself.
- Cash - money and other personal articles of value

### Section 2

**- Insurance covering financial and freight haulage consequential damages-**

**EUR 25,000.-- on first loss for each event of loss**

Pure financial damages are deemed to be insured, provided that it relates to error based on late arrival or cash on delivery. Prerequisite is that one of the carriers involved in such transport bears liability within the framework of a customary transportation contract on the merits of German law.

Consequential damage to freight is also insured. Consequential damage to goods arises if such damage has arisen based on a direct consequence of recoverable freight damage.

### Section 3

**- Third party liability insurance -**

**EUR 3,200,000.-- on damages caused to human beings or material damage**

**EUR 50,000.-- on financial damage (for each event of loss). Total performances on all insured events during any one year amount to double this insured amount**

The risk run by an exhibitor to be held liable by third parties for compensation of damages due to behaviour in connection with an exhibit based on statutory liability as set forth under private law is covered. Defence of unjustified claims is also covered by this insurance.

#### Important Exclusions (amongst others):

The general terms and conditions of insurance apply to the third party liability insurance ("AHB"), which amongst others contain the following exclusions:

- Gradual loss (based on the influence of temperature fluctuation, gasses, vapour or humidity);
- Waste water damage;
- Damages to outside property, which the exhibitor has rented, leased, hired, borrowed, etc. or objects which are subject matter of a specific custody contract;
- Processing damages;
- Third party claims based on damages resulting from environmental influences.

#### General

##### Co-insurance due by the insured party

An excess amounting to EURO 160.-- per event of damage has been concluded.

##### Miscellaneous

Underwriters are the **AXA Versicherung AG, Rolandstr. 44, 40476 Düsseldorf** and **KRAVAG-LOGISTICS AG, Innere Kanalstraße 15, 50823 Cologne**, with whom the organiser conclude insurance contracts. This cover shall be secondary to any other possibly existing policies.

The contract is being managed by **Oskar Schunck Aktiengesellschaft & Co. KG, Grafenberger Allee 293, 40237 Düsseldorf**.

Please contact **Oskar Schunck AG & Co. KG** with regard to all contractual matters and in all cases of damage.

#### Your contact person there is:

**Mr. Daniel Miebach**

**Phone: +49 211/13993-177**

**Fax: +49 211/13993-199**

**In the event of urgent events of damage outside Oskar Schunck Aktiengesellschaft & Co. KG's normal business hours, please contact the expert surveyor's office, C. Gielisch** (for cases of damage from EURO 1,500.--).

**C. Gielisch GmbH**

**Zollhof 1**

**40221 Düsseldorf**

**Phone: +49 211 13806-01**

**Fax: +49 211 32 36 830**

**-24-Hour- hotline +49 180 5443547-**