

# Special Conditions for Participation in Fairs and Exhibitions - International

(hereinafter referred to as „SCP-INTERNATIONAL“)

As per April 2017

## 1. Contract Partner

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(hereinafter referred to as "NM")

NürnbergMesse GmbH ("NM") acts either as the organizer or the trade show co-organizer of the trade shows or "exhibitions" (hereinafter referred to as "event") that are held outside of the Federal Republic of Germany. Companies intending to participate in the event are hereinafter referred to as "exhibitor".

## 2. Contractual terms

The terms for participation in any event consist of the GENERAL CONDITIONS FOR PARTICIPATION IN FAIRS AND EXHIBITIONS-INTERNATIONAL (hereinafter referred to as "GCP-INTERNATIONAL"), these SCP-INTERNATIONAL, the exhibitor manual provided by NM and the co-organizer and all technical conditions notified to the exhibitor before the event begins. If organizer provides additional exhibition services through service partners, the general terms of business of the respective partner shall prevail over these SCP-INTERNATIONAL in case of discrepancies.

## 3. Exhibitor manual, venue, duration, opening hours

NM may provide to the EXHIBITOR an exhibitor manual with all technical, organisational and venue information as well as order forms for obligatory and optional services. The manual and the service forms may be provided in hard copy, electronic version or download from the internet. The exhibitor must carefully read the manual. Rules, regulations and deadlines mentioned in the exhibitor manual are binding for all exhibitors.

The exact address of the venue, event dates and opening hours as well as move-in, assembly and dismantling period will be communicated to the exhibitor in the exhibitor manual.

## 4. Exhibitors and approved exhibition goods

Admissible as exhibitors are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted. Orders only may be taken at the event, individual sales with exchange of money are strictly prohibited.

## 5. Labour, food and beverages

Exhibitors must comply with union work rules and use union labor, where applicable. Food and/or beverages may only be supplied by exhibitor with the prior written consent of NM or the trade show co-organizer. Alcoholic beverages are forbidden without the express written consent of NM.

## 6. Participation fees

The participation fees for rental of exhibition space (stand rental fees) are binding as stipulated on the application form. NM reserves the right to charge prime locations, surcharges for open sides of the stands, registration fees or charges per registered co-exhibiting company. In these cases these charge are clearly stipulated on the application form. NM reserves the right to apply a minimum of net space to be ordered by each exhibitor.

Participation Fees and other charges may be invoiced EUR or locally applied currency. All net charges are subject to governmental, regional or local taxes or duties as in effect in the country of event venue.

Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and any licenses, permits or approvals required under any laws or regulations applicable to the event and for paying all taxes (including all sales taxes), license fees, use fees, or other fees, charges, levies or penalties that may become due to any governmental authority in connection with its participation in the event.

## 7. Fees in case of withdrawal of application / cancellation of part of stand space

If the exhibitor withdraws his application, cancels part of the stand space or does not participate in the event, NM shall be entitled to use the hired stand space or the cancelled part of the space for other purposes or to re-let the space to third parties.

Provided that the exhibitor has no mandatory rights at law to withdraw or terminate, upon any cancellation or partial cancellation after the confirmation of admission, the exhibitor shall be obliged to pay a cancellation fee as follows:

- in case of cancellation up to 90 days before the start of the event, 50% of the agreed rental,
- in case of cancellation up to 30 days before the start of the event, 80% of the agreed rental or,
- in case of cancellation 29 days or less before the start of the event, the full amount of the agreed rental for the cancelled stand space.

In the above cases, the exhibitor shall retain the right to prove that, as a result of the cancellation, partial cancellation or non-participation, NM has in fact, in a manner not taken into account in the above, saved on costs and expenses and has thereby benefited as a result.

Insofar as any other spaces are still available for the event, the exhibitor may not generally "CLAIM" that NM has benefited from re-letting the stand space or part of it or using it for other purposes, especially in terms of any rental obtained.

In addition to the above and provided that NM has no mandatory rights at law to withdraw or terminate, upon any cancellation or partial cancellation after the confirmation of admission, the exhibitor shall be obliged to pay an administrative fee of 20% of the rental, but at least € 750.

## 8. Complete rental stand

For the event, NM can offer complete rental stands as specified in the application form. NM is responsible for assembling and dismantling these complete rental stands. The complete rental stand, its fittings and included furniture may not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done during the rental period and will be charged with the costs. All pictures shown in the application form or the exhibitor manual are exemplary pictures.

## 9. Payment conditions

Invoices are payable in full according to dates for payment as mentioned in the invoice. All payments are to be made in the currency shown in the invoice, without charges, quoting invoice number.

If the exhibitor enters a different invoice address on the application form, he authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the exhibitor from his obligation to pay. For subsequent changes to the invoice address for which the exhibitor is responsible, NM may charge a processing fee of EUR 50 plus VAT at the statutory rate.

The exhibitor is not entitled to convert at his own initiative the invoiced amount into any other currency for bank transfer. If for any reason, a conversion into another currency becomes necessary, the exhibitor shall contact NM who will then advise the applicable exchange rate. An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The exhibitor is to provide proof of payment.

## 10. Insurance

Exhibitors are obliged to make their own adequate insurance arrangements. Insurance for exhibitors (transport and duration of event) is advisable and can be arranged through a collective insurance contract taken out by NM. Additional and detailed information can be found in the exhibitor manual.

## 11. Changes, force majeure

NM reserves the right to cancel, postpone or relocate the event, to shorten or lengthen the event, or for technical, official or other in the opinion of NM compelling reasons to assign to the exhibitor another space or to modify and reduce the size of the space. A withdrawal from the contract resulting from these actions will not be accepted.

NM and any trade show co-organizer shall not be liable for delay or failure of performance caused by an act of God; action by any governmental or quasi-governmental entity; fire, flood or other disaster; public enemy; insurrection; riot; explosion; embargo; terrorist attacks; strikes whether legal or illegal; labor or material shortage; work slowdown; transportation interruption of any kind; authority of law; the building being destroyed or substantially damaged; or any other cause or circumstance beyond their control.

## 12. Limitation of liability

Aberrant from paragraph 19 of the GCP-INTERNATIONAL the exhibitor agrees to make no claim for any reason whatsoever, including negligence, against NM and any trade show co-organizer and their respective members or owners and affiliates and official exhibit service contractors and security services (all of the foregoing, collectively, "SHOW PROVIDERS") and each of their respective officers, directors, officials, agents, employees, contractors and representatives (collectively, "REPRESENTATIVES") for loss, theft, damage or destruction of property, nor for any injury to exhibitor or its employees while Representatives in connection with the exhibition.

Exhibitor agrees to indemnify, defend, and hold harmless (and to the maximum extent permissible under applicable law, exhibitor hereby expressly releases and discharges) NM, all other show providers, and each of their respective representatives from and against any and all alleged and/or actual claims, actions, lawsuits, proceedings, damages, penalties, demands, losses, expenses, fees (including reasonable attorney fees), costs or liabilities of any kind or nature whatsoever (collectively, "claims"), including but not limited to any claim for property damage and/or personal injury, in connection with, caused by or arising out of the attendance at and/or participation in the show by (a) exhibitor, (b) its representatives (or any other party acting on exhibitor's behalf), or (c) any of exhibitor's servants, invitees, patrons or guests (all of the foregoing in clauses (b) and (c), collectively, "RELATED PARTIES"), whether as a result of (i) exhibitor's or any related party's act, omission, negligence or willful misconduct, (ii) exhibitor's or any related party's actual or alleged violation of any policy of, or actual or alleged breach of any agreement with any other show provider, (iii) Exhibitor's or any related party's actual or alleged violation of any applicable Laws (as defined in Section 19 below), or (iv) Exhibitor's or any related party's actual or alleged infringement of any third party rights, including without limitation, the infringement of any patented, trademarked, franchised or copyrighted music, materials, devices or dramatic rights used or incorporated in the event by exhibitor or any related party, and in each case, whether or not foreseeable. This provision shall survive any termination or expiration of this agreement.

### 13. Occupation, stand design and sound devices

(a) The stand has to be occupied by the exhibitor in good time, i.e. at least 4 pm the night before opening of the event.

(b) The exhibitor is responsible for stand equipment and decoration. The exhibitor agrees to erect a minimum of 2.50 metres high stand partition walls on all closed sides of the stand space and to lay floor carpeting. The hall walls or backsides of neighbouring stands are not to be used.

**As a general guideline stands exceeding the height of 3.50 metres require the approval of NM. The maximum stand height has to be observed according to the specification of the venue. Details given in the exhibitor manual are binding.**

If the rental exhibition stand is not used, a fascia (0.30 metres high) must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other way. NM reserves the right to give further instructions concerning the design of stands.

Only water-soluble adhesive may be used on the fibre board stand partition walls and these may not be painted unless they have first been covered with wallpaper.

After the event, wallpaper or other finishing material must be removed by the exhibitors, otherwise exhibitors will be charged with the costs. All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way.

The exhibitor is liable for damage done and will be charged with the costs. Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times.

Floor coverings in the stands are only to be fixed with double-sided adhesive tape (tapes shall be equivalent to tesafix no. 4964).

**The exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by NM or the neighbouring exhibitors affected.**

(c) The use of devices for mechanical reproduction of sound or music is permitted (up to 85 decibels), but must be controlled. Sound of any kind must not be projected outside the confines of the stand. If exhibitors intend to use copyrighted music in their stands, they must obtain music performance rights licenses from a necessary performing rights association. NM is not responsible for the music used by exhibitors, and exhibitor hereby agrees to indemnify, defend and hold harmless NM and each of their respective representatives for any and all claims related to any copyright violations that result from exhibitor's failure to obtain the appropriate license(s).

The exhibitor agrees to comply with these conditions and the terms given in the exhibitor manual and on the exhibition website, including without limitation, the Standards, and the rules and regulations of the show facility. Non-compliance may result in Claims for damages by NM, the exhibition facility or the neighbouring exhibitors affected and may subject exhibitor to the forfeiture of exhibit space and any monies paid on account thereof. NM and the exhibitor facility shall be entitled to hold exhibitor accountable for all risks and expenses incurred in any

removal of exhibitor and may exercise any other rights or remedies under applicable law.

### 14. Co-exhibitors

Co-exhibitors are companies who appear on the exhibitor's (= direct exhibitor's) stand and present their own products with their own personnel. All products of co-exhibitors must fulfil the admission criteria of the trade fair and be in line with the exhibition concept. Co-exhibitors are only admissible if they fulfil the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full. Co-exhibitors are subject to the same conditions as the exhibitor. Co-exhibitors will only be fully listed in the official show directory when full payment of co-exhibitors fees / catalogue registration fees has been fully paid. If a co-exhibitor fee / catalogue registration fee applies for the event, NM will invoice these to the direct exhibitor. NM reserves the right to limit the number of co-exhibitors per booked stand.

### 15. Represented companies

A company displaying products on a stand which is booked by another company and not being present with their own personnel is called a represented company. The direct exhibitor is obliged to notify NM of all company names and countries of represented companies on the stand. All products of represented companies must fulfil the admission criteria of the trade fair and be in line with the exhibition concept. Company details of represented company are not fully listed in the show directory.

NM reserves the right to limit the number of represented companies per booked stand.

### 16. Country entry regulations

All exhibitors and their staff are solely responsible to make themselves familiar with the latest entry and visa regulations of the host country of the event.

The refusal of entry or refusal of visa does not constitute a reason for an extraordinary notice of cancellation. Cancellation thereof is governed by clause 7 of the GCP-INTERNATIONAL.

### 17. Exhibitor passes

Each exhibitor will be given free passes according to stand size for his exhibition stand and operating personnel. Detailed information about requirements and the number of passes that will be issued can be found in the exhibitor manual.

### 18. Guards and laws

NM their respective Representatives will not assume any responsibility for an exhibitor's property or personal property of its employees. It is suggested that the exhibitor insures his property against loss and theft.

All federal, state, and local laws, rules, standards, regulations and ordinances ("Laws") including but not limited to Laws relating to copyright, health, fire prevention and public safety, must be strictly observed. All decorative materials, including cloth decorations, must be flameproofed and comply with local fire regulations. Electrical equipment and wiring must comply with fire department and underwriter rules and meet all safety codes. Smoking at the exhibition is forbidden. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations, tree branches or other flammable materials are allowed. See exhibitor manual for additional fire regulations.

If NM becomes aware of or learns of an exhibitor's failure to comply with any applicable laws, that failure to comply shall be cause for rejection or removal of the exhibitor.

NM reserves the right to modify all standards, rules and policies, and to adopt additional standards, rules and policies in its sole discretion. Any such modifications and additions shall be made available promptly to exhibitor and shall be effective immediately upon adoption, and exhibitor agrees to comply with all such modifications and additions.

### 19. Assignment, exhibitor claims, written form,

Neither NM nor the exhibitor may assign any of its rights or delegate any of its duties under this agreement without the prior written consent of the other.

All exhibitors' claims against NM or any trade show co-organizer must be made in writing. The statutory period of limitation begins on the last day of the event. Agreements that deviate from these or supplementary terms must be in writing. German law and the German text shall prevail with respect to any claims against NM by exhibitor.

Place of fulfilment and jurisdiction is Nuremberg, Germany. However, NM reserves the right to bring his claims before the court of the place at which the exhibitor has his place of business.