

Special Terms of Participation (B)

The General Terms and Conditions of Participation A and the Technical Guidelines of Messe München GmbH shall apply, insofar as the present Special Terms of Participation do not contain any provisions in derogation thereof.

Duration:

Monday, 8 to Wednesday, October 10, 2018

Opening hours visitors:

Monday to Tuesday 09:00–19:00
Wednesday 09:00–16:00

Opening hours exhibitors:

Monday to Tuesday 07:30–19:00
Wednesday 07:30–16:00

Organizer and financing body:

Messe München GmbH
Messegelände
81823 München
Germany

Tel. +49 89 949-11608
Fax +49 89 949-20439
exhibitor@exporeal.net
www.exporeal.net

All prices indicated below are net and subject to applicable value-added tax.

B 1 Application

Applications must be filled out online at www.exporeal.net. No written applications will be accepted. They cannot be processed.

Deadline for applications is Friday, March 23, 2018.

B 2 Eligibility

Admissible as exhibitors are German and international business enterprises and entities whose objects of business conform to the index of products and services defined below. Messe München GmbH reserves the right to expand

the range of eligible exhibitors. Messe München GmbH trade fair organizer has the final decision on admission and allocation of desired stand size/location.

B 3 Participation fee, advance payment for services (cf. A 7)

The net participation fees per m² floor space are:

The minimum stand size is **20 m²**, minimum depth **4 m**.

Row stand (1 side open) starting at 20 m²	EUR 515
Corner stand (2 sides open) starting at 70 m²	EUR 535
End stand (3 sides open) starting at 120 m² to 140 m² , depending on the layout planning situation	EUR 580
Island stand (4 sides open) starting at 200 m²	EUR 600

Two-story stand construction

On two-story constructions, the upper floor space is charged at **50%** of the respective ground floor rate.

The participation fee covers the stand space rental and moreover comprises extensive services provided by Messe München GmbH, which include in particular: advice on stand planning, advice on the technical conditions and requirements on site regarding stand design, advice on setting up and dismantling the stand, concept and public relations work for the fair, visitor marketing and visitor acquisition for the fair, preparation and organization of trade-fair related press conferences, presentations and exhibitor evenings, insofar as these are organized by Messe München GmbH, the preparation and implementation of forums and special shows, insofar as these are organized by Messe München GmbH or third parties on behalf of Messe München GmbH, the provision of exhibitor passes for authorized persons in accordance with clause B 11 "exhibitor passes" the provision of ticket vouchers for visitors in accordance with clause B 15 "Online vouchers," the provision of advertising media, the lighting, heating and air-conditioning of all the exhibition spaces, basic guard service for the event site, regular cleaning of general areas, the provision of loudspeaker systems used for informing visitors to the fair, and other visitor information systems including signage, the provision of visitor lounges, meeting rooms and catering facilities for attendees within the exhibition premises, the deployment of first-aid operatives as well as traffic routing to and within the event site.

Mandatory communication fee

Exhibitors will be charged a mandatory communication fee amounting to **EUR 625**. The mandatory communication fee includes the basic entry in all trade fair directories (print, online, mobile) as outlined in clause B 10 Media Services (Exhibition directories: print, online and mobile). Your online application as main or co-exhibitor must be submitted and received by us no later than June 22, 2018 (23:59). This is a condition for the release of the mandatory communication fee and related listing of your company basic entry in the printed directories, e.g. printed trade fair catalog. Only then is it possible to approve the company basic entry by July 13, 2018. Company basic entries for exhibitors whose online applications are received on or after June 23, 2018 can only be released and listed online and in the mobile exhibitor directories. These exhibitors will therefore only receive their access data to the Exhibitor Shop—which is also the EXPO REAL Media Services catalog shop and required for the release of entries—starting July 18, 2018. In the context of this release process, you will also be asked for the company name you wish to be printed on the EXPO REAL hall plans.

The mandatory communication fee amounts to **EUR 625** per exhibitor and stand space/participation, irrespective of the date of receipt of your registration. It will be invoiced in November 2018 with the final invoice. In addition, all exhibitors will receive one copy each of the printed trade fair catalog on site. The communication fee also includes the listing of the basic details of the registered exhibitor representatives in all trade show directories (printed copies only if registered up to the deadline communicated under "Dates and Logistics 2018") as well as the use of MatchUp!, the matchmaking service in the EXPO REAL app. Exhibitors can book other entries in the respective advertising media for extra charges. Prices for the additional listing and advertising opportunities, provided by the contracted media services partner, can be accessed through the Exhibitor Shop.

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Cont. B 3 Participation fee, advance payment for services (cf. A 7)

Advance payment

The advance payment required for services to be ordered by the exhibitor (cf. A 7) is

up to 69 m² stand space	EUR 60
up to 119 m² stand space	EUR 120
as from 120 m² stand space	EUR 210

In the final invoice, the advance payment will be offset against the services actually ordered by the exhibitor.

Messe München GmbH is entitled to demand payment of an advance service charge equivalent to the amount that is likely to be incurred for EXPO REAL 2018, whereby the amount incurred by way of service charge for EXPO REAL 2017 will be one of the factors used to determine the advance payment for 2018.

After having received the application form, Messe München GmbH is entitled to demand the remittance of a down payment amounting to **100%** of the invoice amount that would be due if the exhibitor were admitted to EXPO REAL with the requested stand space. Messe München GmbH issues an invoice for the down payment amount. Messe München GmbH is entitled to refrain from processing the application until such time as the down payment has been received.

AUMA charge

The German Council of Trade Fairs and Exhibitions (AUMA) levies all exhibitors a charge of **EUR 0.60/m²** of the rented stand space. This amount is charged by Messe München GmbH and transferred directly to AUMA.

Waste disposal charge

The mandatory, flat-rate waste disposal fee in the amount of **EUR 7/m²** is to cover the disposal of all waste generated at the exhibitor's stand during setup and dismantling and throughout the duration of the trade fair.

Two-story stand construction

For two-story stand constructions, the mandatory waste disposal charge in the amount of **EUR 7** will also be charged for the covered upper floor area per m² and invoiced with the final invoice.

The disposal of production waste and exhibition stands is not included.

B 4 Co-exhibitors

The participation of companies as co-exhibitors (cf. A 4) is possible. Participation is, however, subject to Messe München GmbH's prior authorization. Admission can only be granted if the co-exhibitor would also be eligible as an exhibitor. Admission will only be granted if the co-exhibitor is admissible in accordance with the specified EXPO REAL exhibition sectors and has provided evidence of eligibility with a company profile and respective, explicit references. The company profile is to be uploaded as part of the registration of co-exhibitors (refer to definition of exhibition sectors).

Participation as co-exhibitor is subject to a mandatory co-exhibitor charge.

The participation of companies as additionally represented companies (cf. A 4) or the presentation of logos on the booth (e.g. by sponsors) without registration as a co-exhibitor at EXPO REAL is not possible.

If the application of the respective co-exhibitor is received by Messe München GmbH until June 22, 2018, the mandatory co-exhibitor registration fee amounts to **EUR 625** per co-exhibitor. For co-exhibitor registrations received by Messe München GmbH as of June 23 until August 24, 2018, the mandatory co-exhibitor registration fee amounts to **EUR 825** per co-exhibitor. All co-exhibitor registrations submitted to Messe München GmbH as of August 25 until September 21, 2018 will be charged at a rate of **EUR 1,025** per co-exhibitor. Registrations received after September 22, 2018 cannot be accepted.

The mandatory communication fee in the amount of **EUR 625** will also be charged for all co-exhibitors. Co-exhibitors who register after June 22, 2018 will only be listed in the online and mobile directories. The mandatory communication fee for each co-exhibitor includes the same services as for the main exhibitor (cf. B 3). The mandatory communication fee and the co-exhibitor registration fee will always be invoiced to the main exhibitor, even if the option to invoice the co-exhibitor for all other fees incurred is exercised.

Note

In order for co-exhibitors to apply, the main exhibitor—after submitting his main exhibitor application—should send a link (co-exhibitor URL) to the proposed co-exhibitor(s). Co-exhibitors can use this co-exhibitor URL to submit an online application for the exhibition space registered by the main exhibitor.

All important information is also available in our online-registration user guide on our website at www.exporeal.net/application.

This also applies, even if the co-exhibiting company or the stand partner is only represented at the main exhibitor's booth with a logo, a flyer or other media/advertising material. If a co-exhibitor application received by Messe München GmbH is subsequently cancelled, Messe München GmbH is entitled to charge a cancellation fee of **EUR 50**.

For each co-exhibitor without official admission Messe München GmbH is entitled to demand a contractual penalty in the amount of **EUR 4,500** from the exhibitor. Moreover, Messe München GmbH may demand that those co-exhibitor(s) without official admission by Messe München GmbH must vacate the stand. If the exhibitor does not comply with Messe München GmbH's request to vacate the premises without delay, Messe München GmbH has the right to terminate the existing contract between Messe München GmbH and the exhibitor for cause.

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B 5 Terms of payment (cf. A 7)

The amounts invoiced in all invoices issued by Messe München GmbH in connection with the event are to be transferred in euros, without deductions and free of all charges to one of the accounts specified in the respective invoice, indicating the customer number. The times of payment specified in the invoices are binding and are to be complied with. Prior payment of the invoiced amounts is a condition for access to the exhibition area, the basic entry in the exhibition directories (print, online and mobile) and the provision of exhibitor passes.

Unfortunately, value-added tax legislation prevents Messe München GmbH from issuing or re-addressing invoices to an addressee other than the exhibitor on whose behalf Messe München GmbH has or will render services as its contracting party. Messe München GmbH is only allowed to issue invoices to its contracting party. Please note that the final invoice can only be made out to the billing and business address given on the application form, respectively the

address that was used for the admission invoice. Otherwise, any advance payment made cannot be offset against the payment due for the services actually provided. Should the exhibitor wish to have an invoice changed or reissued because the name, legal form or address of the invoice recipient has changed, the exhibitor is bound to pay Messe München GmbH a fee of **EUR 150** for each invoice amendment, by way of derogation from the provision set out in A 7 of the General Terms of Participation, unless the details included in the original invoice in respect of the name, legal form or address of the invoice recipient were incorrect and Messe München GmbH was responsible for the incorrect details. The invoices for all additional costs (e.g. lettering, technical services, electricity) will be sent to the exhibitor after the end of the event; they are to be paid by him immediately upon receipt. Services such as stand cleaning and stand security will be billed directly by the service partners.

B 6 Dates of setting up and dismantling (cf. A 15)

Early setup (against extra charge)

An earlier setup of stand (against extra charge) is possible as of October 1, 2018. Approval for early stand setup will only be granted to exhibitors with stand space from 100 m² or for two-story structures.

Please note that the extra charges will be invoiced to the respective exhibitor. Charging to the stand-building company is not possible.

Messe München GmbH can accept and execute orders from exhibitors during the early move-in period on work-days only from 08:00 to 18:00.

2 days advanced setup	EUR 1,900 per stand/exhibitor
1 day advanced setup	EUR 950 per stand/exhibitor

During early stand setup, waiting times may occur. Booking of early setup does not entitle the exhibitor to any claims.

Setup

as of October 3, 2018, 08:00 through October 7, 2018, 18:00

Logistics during setup and dismantling:

Further information will be provided in the traffic guide.

Rental stand systems will be available for move-in from 8 October 2018, 07:30. On the last day of setup, October 7, 2018, all delivery and stand-construction vehicles must be removed from the halls and the outdoor exhibition area by 18:00 at the latest. Vehicles which are still in the halls or the outdoor exhibition area after this time will be removed by Messe München GmbH at the risk and expense of the respective exhibitor. Furbishing work and decoration in the exhibitor's own stand space is possible until 20:00.

An extension of the setup time is permissible only in exceptional cases and with the prior written consent of Messe München GmbH, Technical Exhibition Services Division. Should an exhibitor or a designated third-party move in early without prior approval, Messe München GmbH is entitled to charge the exhibitor flat-rate compensation at double the amount Messe München GmbH would have charged for granting authorization.

Dismantling

as of October 10, 2018, 16:00 through October 12, 2018, 18:00

Access to the fairgrounds for stand construction firms and delivery vehicles on October 10, 2018 no earlier than 17:00.

An extension of the dismantling time is unfortunately not possible in 2018.

Note:

Please take into account that during setup and dismantling, many booth builders and forwarding companies will be active on site. Unfortunately, thefts do occasionally occur during this time. We therefore recommend to check and secure all devices installed on the stand or any stored materials.

Our tip: List these items in your handover protocol of the booth builder or security firm you have commissioned and make an appointment to arrange a return of the items.

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B 7 Stand design and equipment

Dimensioned stand drawings with layout plan and elevations on a scale of 1:100 are required if stand construction plans include **two-story stands** and/or stands of **100 m²** or larger. The required documents should be submitted in duplicate to Messe München GmbH's Technical Exhibition Services Division for approval no later than September 4, 2018. In the event of late submission, late charges may apply.

Halls, general

One-story construction

The maximum construction height is **6 m**. The maximum advertising height (upper edge) is **7.50 m**.

Two-story construction

The maximum construction height is **6 m**. The maximum advertising height (upper edge) is **7.50 m**.

In addition, the maximum construction height (clearance) alongside the hall walls must be observed (see description of halls).

To maintain EXPO REAL's character as a communications platform and work exhibition, exhibitors must make sure that their stands have an open design. Messe München GmbH is entitled to prescribe changes in stand design in this context. Stand designs can only be approved if the open sides of the stand have a uniformly open design. Erecting closed walls is permitted, provided they do not take up more than **70%** of the stand side in question, and completely closed walls may be no more than **6 m** in length. A closed length of wall measuring **6 m** must be followed by an opening at least **2 m** wide. This ruling does not apply if the wall concerned is set back from the stand perimeter by at least **2 m**. Messe München GmbH reserves the right to permit exceptions to these guidelines in individual, well-founded cases. The rear side of the walls of your stand above a height of **2.50 m** must be of a neutral design, white, smooth and clean. Only such materials as are opaque and impervious to light are permitted for this purpose (no textiles). Advertising hoardings that extend above the walls of the stand must be at least **2 m** away from the immediately adjacent stand. Advertising may not feature flashing or alternating lights. It is not permitted to extend the stand design over the aisles. Messe München GmbH reserves the right to allow exceptions to this ruling in individual, well-founded cases, whereby the only permissible exception is the laying of different colored carpeting. Platforms are not permitted under any circumstances.

Planning permission

As a matter of principle, every planner/designer of an exhibition stand is responsible for compliance with public statutory regulations, insofar as applicable to exhibition stands, and compliance with Messe München GmbH's Technical Guidelines as well as the General Terms of Participation. No planning approval from Messe München GmbH is necessary given compliance with the following requirements:

- stand and/or advertising structures no higher than **3 m**
- stand area no larger than **100 m²**
- stand is without covering.

The above exemptions from planning approval by Messe München GmbH will not apply if the exhibition stand design includes the installation or assembly of LED screens, LED walls, or other LED lamps.

Any stand concepts in non-compliance with the aforementioned requirements are to be submitted in duplicate for approval to Messe München GmbH's Technical Exhibition Services Division (TAS 3), containing to-scale stand design plans (ground plan, elevations and sectional drawings) no later than **September 4, 2018**. If items are to be suspended from the hall ceiling, the work involved must be carried out by Messe München GmbH's contractors. Nails may be inserted only in the built-in nailing battens. The use of staple guns is strictly forbidden for safety reasons. The placing of motor vehicles of any kind on the stand area for exhibition or decorative purposes is prohibited and is permissible only in exceptional cases on the prior written consent of the Exhibition Management. The exhibition of motor vehicles is subject to regulations 4.4.1.2. "Motor vehicle as exhibits" of the Technical Guidelines. Vehicles presented at a trade fair stand must be disconnected from the battery after positioning and their tank contents must be reduced to the required amount for entering and exiting the hall. The staff of the technical exhibition services team reserve the right of on-site inspection during setup. Moreover, multi-story stands and special constructions (such as bridges, stairs, cantilever roofs, galleries, etc.) are as a general rule subject to separate approval. Please consult the "Building Regulations" set out in form 1.3 for further information. **Please note under all circumstances the requirements set out in the Technical Guidelines and the information included in the individual notices.** The respective exhibitor services order forms for further processing and additional stand services will be made available to you in due time.

B 8 Technical installations

Orders for technical services as outlined in the Technical Guidelines, such as the provision of electricity and water supply for the stand, as well as telecommunication services can only be accepted if they are placed through the Exhibitor Shop of Messe München GmbH until September 4, 2018 the latest. The specific terms of delivery that apply to all orders can be accessed in the Exhibitor Shop.

All technical services are to be ordered from Messe München GmbH only.

Telecommunication services (connected by wire or wireless) will be provided by Messe München GmbH. Exhibitors own WiFi networks are notifiable with costs, we need the registration form latest 14 days before the exhibition starts.

Please note not to allow the function of Messe München's inhouse hotspot. Your SSID must not be reachable outside your stand, the WiFi channel will be allocated by Messe München. Please note our general connecting conditions. Orders require Messe München GmbH's acceptance, which may be given tacitly, e.g. by providing the items or services ordered. The exhibitor is entitled to cancel an order for an item or service in full or in part if Messe München GmbH receives the cancellation at least one week before the official date of setup. In all other cases, the contract can be cancelled only with Messe München GmbH's written consent.

B 9 Use of equipment

Only cranes, fork-lift trucks and working platforms may be used that have been provided by the Messe München GmbH service partners responsible. In

special cases, permission must be obtained from Messe München GmbH's Technical Exhibition Services Division.

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B 10 Media Services (Exhibition directories: print, online and mobile)

The basic entry includes the company name, place, hall and stand number plus company webpage, entry in exhibition directories of EXPO REAL—classified alphabetically, by country and industry—as well as the listing in the EXPO REAL product and services index is subject to a charge (cf. B 3 Mandatory communication fee). Further media services, provided by the contracted media services partner, can be accessed through the Exhibitor Shop. The media services partner processes these other entry options with the applicant in its own name and on its own account. Messe München GmbH assumes no responsibility for the accuracy and completeness of exhibition directories (print, online and mobile).

Exhibitors and co-exhibitors will be published in the exhibition directories under the company name and invoicing address given in the application form. If exhibitors or co-exhibitors would like to be published in the trade exhibition directories under a company name other than that given in the application form, this will need to be approved in advance by the EXPO REAL Exhibition Management. In any case, the new company name must belong to the same branch of industry (= exhibition sectors) as the one that was given in the application form. The exhibitor is solely responsible for the permissibility under law—and particularly the law on competition—of entries placed in the trade-fair catalog (print, online and mobile) of Messe München GmbH at the instiga-

tion of the exhibitor. Should third parties assert claims against Messe München GmbH on account of the impermissibility of the entries under law in general or the law on competition, the placer of the entries shall hold Messe München GmbH fully safeguarded against all claims asserted including all costs of any necessary legal defense on the part of Messe München GmbH. The same applies to entries from exhibitors and co-exhibitors that the respective exhibitor has arranged in the Messe München GmbH directories (print, online and mobile).

The official media services partner for this trade fair is:

EXPO REAL Media Services
c/o jl.medien e.K.
Inselkammerstr. 5
82008 Unterhaching
Deutschland
Tel. +49 89 666166-54
Fax +49 89 666166-55
info@exporeal-mediaservices.de
www.exporeal-mediaservices.de

B 11 Exhibitor passes

Each exhibitor receives a specific number of free exhibitor passes for the exhibitor representatives at his stand, valid for the duration of the fair:

In the halls

4 exhibitor passes for stands of up to **20 m²** (floor space)

1 additional exhibitor pass for every further **10 m²** (floor space) or part thereof

Additional exhibitor passes can be ordered via the Exhibitor Shop at a charge of **EUR 285** prior to the show. Exhibitor passes cannot be obtained on site.

The exhibitor passes are intended for stand staff only or for service personnel hired for the duration of the show, who are not employees of a Messe München service partner. In case of abuse, Messe München GmbH is entitled to withdraw the exhibitor passes. The company name—valid and binding for all tickets—can be laid down in the ordering system once only, before placing the

first order for a ticket. A subsequent change to the company name can only be made if the official name of the exhibitor has changed, and then it also applies to all tickets. Please note that spot checks will be made in the EXPO REAL admission area. An exhibitor pass is valid only in conjunction with a photo ID.

The exhibitor passes does NOT entitle you to free use of local public transport (MVV—Munich Transport and Tariff Association). Tickets for the use of the local public transport system (MVV) can be ordered at a later point in the Exhibitor Shop of Messe München. Please note the minimum order conditions here.

If exhibitor representatives accidentally purchase a visitor ticket instead of a exhibitor passes, these may be cancelled on payment of an administrative fee of **EUR 50** per ticket. The exhibitor can then order exhibitor passes via the Exhibitor Shop. Exhibitors will only be charged for those exhibitor passes which have actually been used and logged at the turnstiles.

B 12 Circulars

Once the stands have been allocated, exhibitors will be informed by circular mail or e-mail of further details concerning preparation and implementation of the trade show.

B 13 Noise, sound effects, visual impact

Demonstrations of video (incl. LED screens), music, stage shows etc. during the event (see opening hours) require the prior approval of Messe München GmbH's Technical Exhibition Services Division and must be notified no later than September 4, 2018. These presentations are to be conducted in such a way that neither visitors nor other exhibitors are disturbed or adversely affected. Accordingly, loudspeakers and other acoustic amplifiers/sound systems must be focused on the exhibition stand and may not resound on neigh-

boring stands or aisles. The maximum permitted noise level for performances may not exceed **60 dB (A)** at the stand perimeter (in deviation from the General Terms of Participation A 5.9). Messe München GmbH reserves the right to limit or prohibit demonstrations of any kind—irrespective of previous authorization—causing noise, optical disturbances or representing a hazard or impairment to the event and especially to event participants for any other reason. The relevant statutory provisions must be observed.

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B 14 LED screens, LED walls and other LED lamps

If the stand design provides for the operation of LED screens, LED walls or other LED lamps, it is subject to authorization acc. to clause B 7. In the interest of all exhibitors and visitors, the immissions resulting from these systems are to be designed in such way that they do not cause glare beyond the stand perimeter of the exhibitor using them, and do not negatively affect the appearance of adjacent exhibition stands.

Messe München GmbH reserves the right—irrespective of previous authorization—to prohibit the installation of systems equipped with LEDs, or demand their shut-down, if they are causing glare beyond the perimeter of the exhibitor's stand and/or negatively affecting the appearance of adjacent exhibition stands.

B 15 Online vouchers

Exhibitors and co-exhibitors have the opportunity to order online vouchers via the Exhibitor Shop. Only those online vouchers that are actually redeemed are invoiced to the exhibitor, respectively co-exhibitor—at the special discount price of **EUR 285**. The online vouchers are valid for the entire duration of the exposition; it is not permitted to sell online vouchers to third parties; any redeemed online vouchers which have been sold will be charged to the exhibitor/co-exhibitor at the full price of a multiple-entry visitor's ticket. It is prohibited to either sell or pass on free of charge online-ticket numbers and/or visitor tickets thus acquired by beneficiaries authorized by the exhibitor. A per-

son authorized by the exhibitor is only who has explicitly been provided online voucher numbers by the exhibitor. If the exhibitor or co-exhibitor sells online tickets vouchers, Messe München GmbH is entitled to cancel the order without notice and refuse to issue online vouchers already ordered, or to revoke visitor tickets obtained with the respective online vouchers numbers. The exhibitor ensures that his co-exhibitors acknowledge the above provisions. Furthermore, for visitor tickets acquired with online voucher numbers, the terms for exhibitor passes referred to under B 11 apply analogously.

B 16 Photo, film and video shooting (cf. A 10)

Only persons authorized by Messe München GmbH and in possession of a valid permit may film, photograph, or make sketches or video recordings inside the exhibition venue.

Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands.

Professional photo and film recordings of your own booth during the event period are subject to authorization by Messe München.

The permit is subject to a charge of **EUR 50** per day/exhibitor and stand. During show opening hours, the photo/film crew must also carry valid exhibitor tickets to be admitted entry to the premises.

The permit may be requested on site during setup or throughout the trade show period from the Messe München GmbH security control office located in the Trade Fair Administration building. Outside opening hours, photo, film and video recording teams must be accompanied by at least one person from the security service provider. Booking requests for accompanying security staff must be made at the security control center.

B 17 Exhibitors' own events

Events at the exhibitor's booth are subject to authorization and must be notified no later than September 14, 2018 (see "Dates and Logistics 2018"). Day events, press and conference room events may be held from 09:00 to 19:00 at the own exhibition stand, conference rooms, forums or other trade-fair premises. Evening events are furthermore subject to a fee. On **October 8 and 9, 2018**, evening events may not start before 19:00 and must end by 22:00 at the latest. Until 22:30, the necessary clearing-up work may be undertaken within the stand area. By 23:00 at the latest, all persons must have left the exhibition center. Please note that also rehearsals, e.g. for musical accompaniment to an evening event, are permitted only as of 19:00. The exhibitor is responsible for ensuring that the attendees of his event do not access other trade fair booths or touch any exhibits located there. The exhibitor is to ensure that the attendees of his event follow the instructions of the safety and security service employed by Messe München GmbH. The minimum scope of the safety and security services necessary is determined by Messe München GmbH. The exhibitor indemnifies and holds Messe München GmbH harmless in connection with the event. The maximum number of people per stand event is to be observed at each event for safety reasons. The reference value is 1.5 persons per m² of stand space. The services provided by Messe München GmbH in connection with each event are charged to the exhibitor in the final invoice.

The costs for your evening event will be charged to you in the final invoice as a one-off amount and are as follows:

EUR 1,000 for events registered by August 31, 2018

EUR 1,250 for events registered from September 1, to September 14, 2018

For evening events registered as of September 15, 2018 or which have not been registered in advance of the event, a fee of **EUR 1,650** will be charged.

To ensure a smooth, uninterrupted event, we recommend that you consult with your booth neighbors in advance of the planned event. Please note that the volume of musical renditions may not exceed **60 dB (A)** during show hours or **75 dB (A)** at evening events. Any disturbances and immissions which might be occurring as the result of a party at the neighboring booth should be immediately notified to Messe München GmbH, EXPO REAL exhibition management office, which is located in the atrium outside of Hall B2. In case immediate measures should be required to prevent further disturbances by an event at the neighboring stand outside office hours (between 19:00 and 07:30 of the next day), exhibitors are advised to contact the Messe München security control office at phone +49 89 949-24555. Complaints lodged after the last day of the exhibition can no longer be considered. Messe München GmbH reserves the right to charge the exhibiting company which organizes the stand party (= stand party organizer) with the costs incurred by measures taken (or assigned to third parties) that are necessary to remedy the impairment of the neighboring stand affected by the stand party.

Admission of service staff for evening events

Admission for external service personnel during exhibitor evening events who are not employees of a Messe München service partner is free after 17:30, subject to presentation of proof provided by the exhibitor about the location and time of employment (= copy of approval for the exhibitor evening event).

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Cont. B 17 Exhibitors' own events

Admission of Catering companies for evening events

Admission for external service personnel during exhibitor evening events who are not employees of a Messe München service partner is free after 17:30, subject to presentation of proof provided by the exhibitor about the location and time of employment (= copy of approval for the exhibitor evening event).

For more specifications follow the regulations and important notes on evening events at the exhibition stand, which have to be accepted within the application of evening events.

B 18 Hotel shuttle

During the event duration, a hotel shuttle service to the exhibition grounds is available every day. In the morning, buses run every 30 minutes between 07:00 and 11:00 from more than 100 hotels located in downtown Munich

and the suburbs to the exhibition center, and on the first two trade-fair days from 16:30 to 19:30 at 60-minute intervals from the exhibition grounds to the hotels. An overview of hotels and routes can be found at www.exporeal.net.

B 19 Deliveries/Shipping fees

Consignments, letters and other mail to be delivered to the exhibitor's stand must carry the following details:

- Name of the event
- Hall (designation: A, B or C as well as the number of the hall)
- Stand number of the exhibition stand
- Name of the exhibitor
- Messengelände/Willy-Brandt-Allee, 81829 Munich, Germany

Messe München GmbH does not take delivery of consignments, letters and other mail intended for exhibitors or third parties. Exhibitors are advised not to deposit shipments or other objects unsecured in the hall or the outdoor exhibition area during setup and dismantling times.

Services with regard to the receipt and dispatch of consignments are offered by the authorized freight forwarders at the exhibition center.

B 20 Catering/Deliveries

If you hire an external caterer for catering and delivery of goods that is not a service partner of Messe München, please note the order form "Catering/Deliveries."

It is available on request from the Traffic & Security department of Messe München GmbH at vs@messe-muenchen.de. The team of the external caterer will

also need exhibitor passes to gain access to the site, which have to be ordered from the Exhibitor Shop.

Alternatively, you are welcome to retain the services of the accredited Messe München catering service partners, who have free access to the fairgrounds.

B 21 Food preparation

The preparation of food—especially grilling and frying—is not permitted on the booths at EXPO REAL without adequate ventilation devices. Exempt from this

is the heating of dishes with convection ovens. This provision also applies to day events, press and evening events as well as all events in the conference rooms.

B 22 Stand security service

Orders for stand guarding service can be placed via the Exhibitor Shop. If you book a stand security service, we ask you to observe the following procedure: When handing over the stand to the security personnel, our service partner Veranstaltungsdienst Paul Mayr GmbH & Co. KG will present you a guard report. This includes a list of possible items to be guarded, which you should

select carefully. Both parties (exhibitor and security guard) will sign the watch report at each stand handover. We recommend that you check carefully whether everything was returned in proper condition to avoid any subsequent complaints.

B 23 Processing fee

Any requests on the part of the exhibitor that, in addition to the contract which comes into effect by admission to the event, or to the regular orders for other services with respect to the event, Messe München GmbH con-

clude further contracts, side agreements or issue special confirmations, a processing fee of **EUR 150** plus VAT will be charged for each extra contract, side agreement or confirmation.

Special Terms of Participation (B)

The General Terms and Conditions of Participation A and the Technical Guidelines of Messe München GmbH shall apply, insofar as the present Special Terms of Participation do not contain any provisions in derogation thereof.

B 24 Complaints (cf. A 8)

If an exhibitor has any complaints, these must be submitted in writing immediately and directly during event setup, running time or dismantling, or addressed in person at the EXPO REAL exhibition management or exhibitor service offices in the Atrium at Hall B2 to the exhibition management or the Technical Exhibition Service. Only then is it possible for the exhibition management to make an evaluation during or directly after the trade fair, e.g. in cases of product and invoice relevance. Complaints that are brought forward at a later

stage can no longer be fully investigated and assessed, which means your complaint can no longer give rise to any claims or not be granted to the extent desired.

Complaints concerning guarding service, security, or theft should be addressed directly to the Traffic & Security Department at vs@messe-muenchen.de

B 25 Prices quoted

Please note that the prices quoted in the document are subject to statutory value-added tax. In this context we would like to draw your attention to the

document "Important information for exhibitors," which is available for you online at: www.exporeal.net

B 26 Alterations

Messe München GmbH reserves the right to make alterations and additions in matters affecting technical arrangements and safety.

General Terms of Participation A

Messe München GmbH



Messe München

A 1 Applications

All potential exhibitors wishing to take part in the event are to express their wish to do so by submitting an application as exhibitors for the respective event to Messe München GmbH. The application can be filed online or by using a print copy of the "Application" form, duly completed and signed, to be submitted to Messe München GmbH. With the application, exhibitors express to Messe München GmbH their serious interest in taking part in the event as exhibitors. Messe München GmbH is entitled to treat applications which are received after the application deadline or after the start of stand allocation as set out in the Special Terms of Participation (B), as late applications and desist from processing them. All exhibits must be described precisely in the application form. Co-exhibitors and additionally represented companies must be named in the application form. The same particulars must be specified for them as for the exhibitor. Incomplete applications cannot be considered. This application procedure does not apply to organizers of joint stands. They are not exhibitors as defined by the Terms of Participation.

A 2 Admission

The exhibitor accepts that the General Terms of Participation A, Special Terms of Participation (B) and the Technical Guidelines are legally binding as soon as an application has been submitted. Messe München GmbH submits a placement proposal (stand offer) to the exhibitor in writing. The exhibitor must accept this placement proposal within the set time limit. The exhibitor's acceptance of the placement proposal represents its contractual offer, from which the exhibitor cannot withdraw once it has been received by Messe München GmbH. The contract concerning stand space rental and participation in the fair or exhibition is not deemed to have been concluded before Messe München GmbH provides its notice of admission. Messe München GmbH's notice of admission also constitutes its acceptance of contract. As a general rule, the acceptance of contract occurs in such a timely manner as to provide the exhibitor with sufficient time for the appropriate preparation of its participation at the given event. The acceptance of contract can occur within a period of up to three months following the submission of the contractual offer. The acceptance of contract can also occur at a subsequent point in time if Messe München GmbH has informed the exhibitor to this effect in text form prior to its submission of the contractual offer.

The length of the acceptance period is necessary due to the fact that Messe München GmbH may have to undertake space reallocation that may affect exhibitors on account above all of the rejection of proposed allocations by other exhibitors and the subsequent submission of applications by other exhibitors. Exhibitors do not have a legal claim to admission unless such a claim exists by law. Exhibitors who have not fulfilled their financial obligations vis-à-vis Messe München GmbH, e. g. in respect of previous events, or have infringed the regulations governing the use of the Messe München (Munich exhibition center) or MOC Veranstaltungszentrum München or the Terms of Participation, may be excluded from admission.

Messe München GmbH is entitled to withdraw from the contract or to terminate the contractual relationship without notice if admission was based on incorrect or incomplete statements by the exhibitor, or if, at a later date, the exhibitor no longer fulfills the conditions for admission.

Only such items as have been declared and admitted may be exhibited. Hired or leased items may not be exhibited. An exception is made in the case of objects which are not part of the given exhibitor's range of goods, but which are required for the exhibitor's display (e. g. for demonstration purposes). No products may be exhibited that were manufactured by way of exploitative child labor as defined under the provisions set out in ILO Convention 182.

Co-exhibitors may not be admitted, nor additional organizations represented, unless expressly specified in the notice of admission.

Messe München GmbH may differ from the type, size and location of the exhibition space requested by the exhibitor and, as far as permitted by law, exclude exhibits from admission or make admission subject to appropriate conditions. The exhibitor's reservations, conditions, and particular wishes (e. g. regarding location, exclusion of competitors, stand construction or design) will be taken into account only if expressly confirmed in the notice of admission.

Space will be allocated according to Messe München GmbH's requirements and the prevailing conditions, and in accordance with the classification system for the fair as applied by Messe München GmbH at its own discretion, and not according to the order in which applications are received.

A 3 Rental contract

The rental contract comes into force when Messe München GmbH has notified the exhibitor in writing that he is admitted. This generally occurs when layout planning work has been completed. The allocation of the other stands, in particular of neighboring stands, can change up until the time the fair opens. Messe München GmbH is also entitled to relocate or close entrances to and exits from the exhibition grounds and halls, and to make other structural alterations. Exhibitors cannot make claims against Messe München GmbH because of such changes. Messe München GmbH may also subsequently, i. e. after conclusion of the rental contract, change space allocations, and in particular change the location, type, dimensions and size of the exhibition area rented by the exhibitor, insofar as this is necessary for reasons of safety or public order, or because the fair is oversubscribed and further exhibitors must be admitted or because changes in the assignment of exhibition space ensure that the facilities and space required for the fair are used more efficiently. However, such subsequent changes may not exceed the scope which the exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lower participation fee, the difference in amount will be refunded to the exhibitor. Further claims against Messe München GmbH are excluded.

If exhibitors cannot use their stand space or are prevented from making full use of same because they have infringed legal or official regulations or the General Terms of Participation A, Special Terms of Participation (B) or the Technical Guidelines, they are nevertheless obliged to pay the participation fee in full and to pay Messe München GmbH compensation for all damage caused by themselves, their legal representatives or their agents; exhibitors are not entitled to cancel or terminate the contract unless the law specifically entitles them to do so.

The exhibitor may not move, exchange or share its stand, nor surrender it either in part or in full to such third parties as are neither co-exhibitors admitted by Messe München GmbH nor additionally represented companies admitted by Messe München GmbH without Messe München GmbH's prior written consent.

A 4 Co-exhibitors and additionally represented companies

A co-exhibitor is one that presents its own goods or services, using its own staff on the stand of another exhibitor (the main tenant). This definition includes group companies and subsidiaries. Agents and representatives are not admitted as co-exhibitors.

In the case of an exhibitor that manufactures in its own right, an additionally represented company is any other company whose goods or services are offered by the exhibitor. If an exhibitor that is a distributor displays not only the products of one manufacturer but also the goods and services of other companies, then these count as additionally represented companies.

Admission of the exhibitor does not mean that a contract has been concluded between the co-exhibitors registered by it for participation or other companies it additionally represents and Messe München GmbH. The participation of co-exhibitors is only allowed if they have been admitted for participation by Messe München GmbH. The participation of companies as additionally represented companies is only allowed if this is foreseen in the Special Terms of Participation (B) and they have been admitted for participation by Messe München GmbH. Co-exhibitors and additionally represented companies may only be admitted for participation by Messe München GmbH if they would have qualified for admission as exhibitors in their own right. The participation of co-exhibitors and the participation of companies as additionally represented companies is then subject to payment of the relevant charges if this is required by the Special Terms of Participation (B). The charge for co-exhibitors and additionally represented companies is payable by the given exhibitor; it can also be invoiced subsequently by Messe München GmbH after the fair is over.

The exhibitor is responsible for ensuring that its co-exhibitors and other companies it represents comply with the General Terms of Participation A, Special Terms of Participation (B), the Technical Guidelines as well as the instructions of the exhibition management. The exhibitor is liable for the debts and negligence of its co-exhibitors or additionally represented companies as if they were its own. The exhibitor cannot legally demand that Messe München GmbH accepts service orders from a co-exhibitor. The exhibitor has the option to order services for the co-exhibitor from Messe München GmbH in his own name. Messe München GmbH is entitled to make the co-exhibitor aware of this option.

A 5 Cancellation of contract

If the location, type, dimensions or size of the exhibition area rented by the exhibitor are subsequently changed to the extent that the exhibitor can no longer be reasonably expected to accept the exhibition area, the exhibitor is entitled to withdraw from the rental contract within one week of receiving written notification by Messe München GmbH. Otherwise, apart from its statutory rights to withdraw from the contract, the exhibitor has no right to withdraw from this contract.

Should the exhibitor declare its withdrawal from the given event, Messe München GmbH is, irrespective of whether the exhibitor concerned has the right of cancellation, entitled to otherwise dispose of the rented space. Any exhibitor canceling its participation without being entitled to do so and, as such, defaulting on fulfillment of contract without good reason, is to pay Messe München GmbH the participation fee if the stand space is left empty during the event or even if Messe München GmbH is able to re-let the space concerned; in the latter case, however, Messe München GmbH is to offset the value of the expense saved and the advantages it has gained by re-letting or otherwise using the given stand space. In addition to re-letting the stand space to another exhibitor, other usage thereof may also and above all involve Messe München GmbH transferring its usage to a third party who would otherwise have been placed elsewhere to avoid giving the impression of a gap in the stand arrangement or re-designing the stand space to conceal the fact that it is not occupied. To the extent that Messe München GmbH re-lets the stand space to another exhibitor, who would otherwise have not been placed elsewhere, the exhibitor must pay 25% of the agreed participation fee as flat-rate compensation for expenses incurred by Messe München GmbH because the exhibitor withdrew from the contract without being entitled to do so. Messe München GmbH's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has incurred fewer expenses. To the extent that Messe München GmbH has not rented out the exhibition space to another exhibitor, who would otherwise not have been placed elsewhere, but used the space for other purposes, the exhibitor is to pay Messe München GmbH for expenses incurred resulting from this other utilization of the exhibition space.

The exhibitor has no entitlement to a change in the stand space already rented and above all not to a reduction in the size of the stand space concerned.

Messe München GmbH is entitled to withdraw from the contract if the exhibitor fails to meet its financial obligations arising from this contract, Messe München GmbH extends the deadline by 5 days and this deadline for payment is not met either.

Messe München GmbH is also entitled to withdraw from the contract if the exhibitor neglects its duty arising from this contract to respect Messe München GmbH's rights, objects of legal protection and interests and Messe München GmbH can no longer be reasonably expected to adhere to the contract.

In the aforementioned cases, Messe München GmbH is entitled not only to withdraw from the contract but also to demand from the exhibitor the agreed participation fee as flat-rate compensation. Messe München GmbH's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has sustained less damage.

A 6 Force majeure, cancellation of the event

If Messe München GmbH is compelled, as a result of force majeure or other circumstances beyond its control (e. g. failure of the power supply), to vacate one or more exhibition areas temporarily or for longer periods, or to postpone or curtail the fair, the exhibitors do not thereby acquire the right to withdraw, cancel or reduce payment, nor do they have any other claims against Messe München GmbH, in particular claims for damages. The same applies if the exhibitor cannot participate in the event due to force majeure or some other reasons beyond Messe München GmbH's control. If the exhibitor is prevented from participating in the fair for a reason for which it is personally responsible, the provisions set out in section A 5 paragraph 2 apply.

If Messe München GmbH cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for Messe München GmbH to hold the event, Messe München GmbH is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.

A 7 Participation fees, lien, invoices

The participation fees are calculated in accordance with the rates specified in the Special Terms of Participation (B) (see "Participation fees"). Each square meter or part thereof will be included in full in the calculation, the floor area always being considered rectangular, without taking account of projections, supports, service connections and the like. In accordance with the Special Terms of Participation (B) (see "Advance payment for services," a lump-sum advance payment will be charged for such services (e. g. electricity, water and telephone connections, technical services, signage, supply of electricity, water, etc.) as the exhibitor can use on its stand, provided they have been ordered previously and in good time as specified in the Exhibitor Service Package, regardless of the existence or size of an order. The advance payment for services does not include stand construction and publishing services (catalog entries, Internet services, etc.). If the actual cost of the services exceeds the advance payment for services, the exhibitor will be charged the difference between the actual cost of the services and the advance payment in the final invoice, issued several weeks after the end of the event. If the advance payment for services exceeds the actual cost of the services, the exhibitor will be refunded the difference between the advance payment and the actual cost of the services several weeks after the end of the event. The exhibitor has no claim to interest on the advance payment for services.

The exhibitor will usually receive the invoice for the participation fee, with which the advance payment for services is also charged, together with notice of admission. The notice of admission and the invoice are as a general rule combined in one printed form.

The participation fee, the advance payment for services and the fee for admitting co-exhibitors must be paid before the exhibitor may occupy the exhibition area, entries are made in the fair media (print, online and, if applicable, mobile) and exhibitor passes are provided. Messe München GmbH is entitled to withhold exhibition services due, including the supply of electricity, water, compressed air etc., which an exhibitor has ordered from Messe München GmbH, until the exhibitor has fulfilled his financial and other obligations towards Messe München GmbH, also from previous events. If the exhibitor is not the invoice recipient, Messe München GmbH is entitled to withhold the exhibition services due for the event until the invoice recipient has fulfilled his financial and other obligations towards Messe München GmbH; Messe München GmbH may inform the exhibitor about its claims against the invoice recipient, provided that the exhibitor would be affected by the exercise of the right to withhold performance as set out above. Payment terms and conditions for all invoices issued by Messe München GmbH relating to the event are based on the Special Terms of Participation (B) (see "Terms and Conditions of Payment").

Messe München GmbH reserves the right to enforce its lessor's distraint entitlement, as permitted by law, in order to secure its claims arising from the rental. The exhibitor must inform Messe München GmbH at any time about the ownership of items that are exhibited or to be exhibited. If an exhibitor does not meet its financial obligations, Messe München GmbH can retain the exhibits and stand fittings and, at the exhibitor's expense, sell them at public auction or privately. The legal provisions on the realization of the pledge are—as far as permitted by law—waived. Messe München GmbH does not accept liability for damage to exhibits and stand fittings retained under this clause, unless Messe München GmbH is guilty of intent or gross negligence.

Due to value-added tax legislation requirements, Messe München GmbH can only issue or read-receive invoices to an invoice recipient other than the exhibitor, if the recipient is Messe München GmbH's contractual partner concerning the services to be charged. If the exhibitor wants to designate the invoice recipient as the contractual partner of Messe München GmbH instead of himself, he can request an appropriate form for this purpose at the e-mail address provided in the application and return it to Messe München GmbH duly completed and with a legally binding signature. Messe München GmbH is under no obligation to accept the different invoice recipient named by the exhibitor as its contractual partner. To the extent that Messe München GmbH has already rendered services to the exhibitor at the time of receipt of the request form, Messe München GmbH will have to charge these services to the exhibitor.

If Messe München GmbH issues an invoice with German VAT to an exhibitor with its registered head office based outside the Federal Republic of Germany and if Messe München GmbH could have issued this invoice without German VAT had the exhibitor provided Messe München GmbH with the necessary details in good time, Messe München GmbH is then entitled to demand payment of a charge of EUR 50 from the exhibitor if Messe München GmbH is at the exhibitor's request to replace the invoice issued with German VAT with one issued without German VAT.

Should the exhibitor wish to have an invoice re-issued because the name, legal form or address of the exhibitor has changed, the exhibitor is bound to pay Messe München GmbH a fee of EUR 50 for each invoice amendment unless the data included in the original invoice in respect of the name, legal form or address of the exhibitor was incorrect and Messe München GmbH was responsible for the incorrect data.

Messe München GmbH is entitled to issue invoices in electronic format to the exhibitor instead of paper invoices. Electronic invoices are sent to the exhibitor by e-mail in PDF-format. For this purpose, the exhibitor is to provide Messe München GmbH an electronic mail address, to which these electronic bills can be addressed (e-billing e-mail address). If available, this e-billing mail address should be a non-personalized e-mail address of the exhibitor's accounting department. There is no legal claim to the issuance of electronic invoices. Messe München GmbH is under no obligation to comply with all country-specific requirements for the issuing of electronic invoices. Upon request of the exhibitor, which is to be submitted in writing, Messe München GmbH will issue paper invoices to the exhibitor. Messe München GmbH is entitled to send reminders and other requests for payment to the exhibitor by e-mail.

A 8 Warranty

Complaints about any defects with regard to the stand or exhibition area are to be made in writing to Messe München GmbH immediately upon the exhibitor occupying the exhibition area, but by the last day of the stand set-up period at the latest, so that Messe München GmbH can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against Messe München GmbH.

A 9 Liability and insurance

Messe München GmbH is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which Messe München GmbH, its legal representatives or agents are responsible, as well as for other damage caused by intentional or grossly negligent breach of duty by Messe München GmbH, its legal representatives or agents. Messe München GmbH is also liable for any damage caused by negligent breach of cardinal contractual duties by Messe München GmbH, its legal representatives or agents. Cardinal contractual duties are those duties the fulfillment of which enable the contract to be duly executed at all and in the compliance with which the other contracting party may generally trust. If cardinal contractual duties are breached, Messe München GmbH is liable only if the damage is typical damage and not consequential damage and then only up to 5 times the net participation fee, but no more than EUR 100,000 per claim. Messe München GmbH is under no circumstances liable for damage to or loss of goods brought to the trade fair by the exhibitor or stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the fair. The same applies to vehicles left on the exhibition grounds by exhibitors, their employees or contractors appointed by them.

For its part, the exhibitor is liable for any culpable damage to persons or property caused by itself, its employees, contractors appointed by it or by its exhibits and exhibition facilities. Each exhibitor is obliged to take out such insurance offering adequate coverage with an insurance company licensed to operate in the European Union and to pay the premiums due (including insurance tax) in good time. The corresponding insurance coverage can also be applied for via the forms in the Exhibitor Service Package.

A 10 Photography, filming, video recording, and sketching

Only persons authorized by Messe München GmbH and in possession of a valid pass issued by Messe München GmbH may film, photograph or make sketches or video recordings in the exhibition halls or in the exhibition area located outdoors. Furthermore, Messe München GmbH may authorize the exhibitor to take professional photographs or film footage of his own stand, or to commission a photographer for the task. The permit includes access to the trade fair center for the photo and/or film team outside official opening hours. During official opening hours, valid passes are additionally required in order to obtain access to the trade fair center.

For film/video and photo shoots which draw on technical facilities of Messe München GmbH that are not located on the exhibitor's stand, the presence of a Messe München GmbH representative is required. Any costs incurred as a result are payable by the exhibitor insofar as they are not paid for by the photographer. For photo and film work carried out during closing hours at night, an accompanying security guard must be appointed at the expense of the applicant and/or exhibitor concerned.

Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, Messe München GmbH can demand that the recorded material be surrendered and take legal steps to achieve this end.

Messe München GmbH is entitled to have photographs, drawings, films and video recordings made of events at the fair, of stands and exhibits, and to use them for advertising or general press publications.

A 11 Advertising

The execution of advertising activities outside the confines of the given stand is prohibited at the exhibition center unless the advertising activities concerned are ones for which the exhibitor has submitted an application for approval with Messe München GmbH subject to payment of a charge. The charge concerned is set out in the order documents for advertising space. Messe München GmbH is entitled to prohibit such advertising activities outside the confines of the given stand at the exhibition center as have not been approved with particular regard to persons carrying advertising in a prohibited manner. Messe München GmbH is entitled to expel such persons as are used for carrying advertising in a prohibited manner from the exhibition center and to confiscate and/or remove and/or destroy such advertising materials as are prohibited. Messe München GmbH is further entitled to demand of the exhibitor executing advertising activities or having them executed by third parties outside the confines of the given stand at the exhibition center without Messe München GmbH's approval payment of flat-rate compensation amounting to twice the fee Messe München GmbH would have received for granting approval. Messe München GmbH's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has incurred fewer expenses.

A 12 Catering, deliveries to stands

Any catering services provided on the stand are the responsibility of the given exhibitor. Any permit in accordance with section 12 of the German Restaurant Licensing Act (Gaststättengesetz) that may be required for the provision of food and beverages on the stand must be applied for with the relevant city authorities at Kreisverwaltungsreferat München, Ruppertstr. 19, 80466 München, Germany. All relevant statutory regulations, particularly those in respect of the protection of non-smokers, require compliance. Exhibitors also have the option of appointing Messe München GmbH contractors with catering operations at the exhibition center to provide catering services on the given stand.

The supply of deliveries to exhibition stands particularly from sources located outside the exhibition-center is only possible to a limited extent. Messe München GmbH is entitled to restrict deliveries to stands to specific times only.

A 13 Combating brand and product piracy

Exhibitors are obliged to respect the property rights to which third parties are entitled. In cases where it is proved to exhibitors in a due manner that their exhibiting or offering of products or services and/or their promotional presentation or some other activity infringes the property rights to which a third party is entitled, the exhibitor undertakes in advance to remove the items concerned from the stand. If an exhibitor has been prohibited from exhibiting or offering products or services and/or promotionally presenting same by way of a decision handed down by a German court (verdict, order), and the given exhibitor refuses to comply with the court decision to refrain from exhibiting or offering products or services and/or promotionally presenting same on its exhibition stand, Messe München GmbH is entitled to exclude the given exhibitor from the event concerned and/or future events providing the court decision has not been superseded by a decision passed subsequently by way of appeal proceedings. In such cases, no refund of the participation fee (in part or in full) is made. Messe München GmbH is not obliged to check the correctness of the court decision. Exclusion of the exhibitor affected by the court decision cannot be legally asserted. If the court decision, by way of which exclusion of the exhibitor has occurred, is superseded by a court decision passed subsequently by way of appeal proceedings, the exhibitor, who had been correctly excluded on the basis of the previous court decision, is not entitled to claim compensation from Messe München GmbH.

Insofar as an intellectual property panel is active at the fair with Messe München GmbH's approval, the panel members are entitled at all times to access a given exhibitor's stand and examine the exhibits displayed on the stand to determine whether the protected trademark rights, copyrights or competition rights of those persons lodging an appeal with the intellectual property panel are being violated.

A 14 Exhibitor passes

For the time during which the fair concerned is held, the exhibitor receives a number of free exhibitor passes as specified in the Special Terms of Participation (B). Any additional exhibitor passes requested are subject to a charge. All exhibitor passes are numbered and are not transferable. Exhibitor passes may not be given to unauthorized third parties, e. g. to persons or companies wishing to offer goods for sale or to render services at the exhibition center without corresponding authorization from Messe München GmbH. Exhibitor passes are issued only after payment of the participation fee, the advance service charge and the cost of admission for any co-exhibitors.

A 15 Set-up, staffing and dismantling of stand

The dates for stand set-up and dismantling as specified in the Special Terms of Participation (B) must be strictly observed. Stands not occupied by the last day of the set-up period may be disposed of as Messe München GmbH sees fit.

Exhibitors admitted to the fair undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the fair during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the exhibition opens. Exhibitors are not permitted to remove exhibition goods or dismantle their stands before the fair closes. If they break this rule, Messe München GmbH is entitled to demand payment of a penalty of EUR 500. Messe München GmbH's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has incurred fewer expenses.

Messe München GmbH is entitled to exclude from future fairs any exhibitor whose stand is staffed by insufficiently qualified personnel during the fair's opening hours, who exhibits an incomplete range of goods or goods not admitted to the trade fair, who vacates or clears its stand before the end of the fair, or who otherwise infringes the Terms of Participation, without prejudice to Messe München GmbH's right to cancel the contract in accordance with Section A 5 Cancellation of contract, and to claim for all costs thereby incurred.

A 16 Verbal agreements

All verbal agreements, individual permits and special regulations are valid only with Messe München GmbH's written confirmation.

A 17 House and usage regulations

Exhibitors must strictly observe the regulations governing the use of the exhibition center and its grounds (New Munich Trade Fair Center). Exhibitors are not permitted to spend the night in the halls or on the grounds. Exhibitors must treat the other participants at the event with respect, may not act contrary to public moral policy and may not misuse their participation at the event for ideological, political or other such purposes as have nothing to do with the event.

Messe München GmbH personnel members are entitled to access the stand of a given exhibitor by order of Messe München GmbH at any time.

A 18 Period of limitation, exclusion period

All the exhibitor's claims against Messe München GmbH arising from the stand rental and from all legal relationships in connection therewith lapse after a period of six months. This period of limitation starts at the end of the month in which the closing date of the fair falls.

Notwithstanding the regulations set out in section A 8, complaints in respect of invoices must be asserted writing within an exclusion period of 14 days following receipt of the given invoice.

A 19 Place of performance, applicable law

If the exhibitor is a trader, a legal person under public law or a special fund under public law, Munich is the agreed place of performance, for all financial obligations too. German law applies exclusively.

A 20 Jurisdiction

If the exhibitor is a trader, a legal person under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, Munich is the agreed place of jurisdiction. Messe München GmbH is also entitled, if it so wishes, to assert its claims against the exhibitor at the court in the place of jurisdiction in which the exhibitor's registered head office or branch office is located.

A 21 Data protection

Personal data which is collected on or transmitted by the exhibitor may be used for the fulfillment of the business purposes of Messe München GmbH within the framework of the statutory data protection provisions.

Messe München GmbH and its affiliated companies, as well as its foreign representatives, are moreover entitled to use these personal data in order to inform exhibitors on a regular basis about the services provided by Messe München GmbH and its affiliated companies and foreign representatives by letter, e-mail, phone or fax. An overview of affiliated companies and foreign representatives, some of which reside outside the European Union (EU) and the European Economic Area (EEA), can be retrieved from our website www.messe-muenchen.de under the section "International."

The exhibitor shall establish the preconditions required under data protection law to enable the above uses by means of appropriate measures (e.g. obtaining consent of his employees).

The exhibitor is liable to Messe München GmbH for damages and expenses resulting from the infringement of this obligation and shall hold Messe München GmbH harmless from any third party claims upon first demand.

A 22 Severability clause

Should the provisions set out in the Terms of Participation or Technical Guidelines be invalid or incomplete, the validity of the other provisions and that of the contract remains unaffected. In such cases, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue.

A 23 Value-added tax

The charges set out in the General Terms of Participation A, the Special Terms of Participation (B) and Technical Guidelines are net amounts. Insofar as they are subject to German value-added tax in accordance with sales tax legislation, the fees concerned are charged plus German value-added tax at the rate valid at the given time.

A 24 Exhibition grounds

The term "exhibition grounds" designates either the Messe München venue (Munich exhibition center) or the MOC Veranstaltungszentrum München. The preceding provisions shall refer to that of the two venues at which the event is held.