

# **General terms and conditions of the Werkstoffinformationsgesellschaft mbH, in the following named MatInfo GmbH, for Exhibitions and Fairs.**

## **A 1 Application**

All potential exhibitors wishing to take part in the event must express their wish to do so by fully completing and signing the "Application" form and submitting it to MatInfo GmbH by the application deadline. With the application, applicants express to MatInfo GmbH their serious interest in participation. All exhibits must be described precisely on the application form. If the stand exceeds the stipulated height, this must be mentioned explicitly in the application. Co-exhibitors and additionally represented companies must be named on the application form. The same particulars must be specified as for the applicant. Incomplete applications cannot be considered.

## **A 2 Eligible exhibits and exhibitors**

The exhibitor accepts that the General Terms are legally binding as soon as an application has been submitted. MatInfo GmbH sends the applicant a written offer of a stand (location) unless there are stand locations defined by the floor plan. The applicant must accept this offer within the set time limit. The applicant's acceptance of the offer of a stand represents his contractual offer. The contract for the stand space rental and participation in the trade fair or exhibition takes effect only when the exhibitor is admitted by MatInfo GmbH. MatInfo GmbH's notice of admission is, at the same time, its acceptance of the exhibitor's contractual offer. Exhibitors do not have a legal claim to admission unless such a claim results from the law. Exhibitors who have not fulfilled their financial obligations to MatInfo GmbH, e.g., in respect of previous events, or have infringed the regulations or the terms of participation, may be excluded from admission.

MatInfo 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 applicant, or if, at a later date, the applicant no longer fulfils the conditions for admission. Only declared and admitted articles shall be exhibited. MatInfo GmbH has the right to remove any other exhibits at the exhibitor's risk and expense. Hired or leased articles shall not be exhibited. MatInfo GmbH is entitled to remove such objects at the exhibitor's risk and expense. An exception is made in the case of objects which are not part of the exhibitor's range of goods, but which are required for their display (e.g. for demonstration purposes).

Co-exhibitors shall not be admitted, nor additional organizations represented, unless expressly specified in the notice of admission. MatInfo GmbH reserves the right to deviate from the type, size, and location of the exhibition area desired by the exhibitor, to exclude certain exhibits from admission, and to impose conditions on admission. The applicant'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 MatInfo GmbH's requirements and the prevailing conditions, and in accordance with the classification system for the trade fair as applied by MatInfo 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 MatInfo GmbH has notified the applicant in writing that he is admitted. This generally occurs when layout planning has been completed.

The allocation of the other stands, in particular of neighbouring stands, can change by the time the trade fair opens. MatInfo GmbH is also entitled to relocate or close entrances to and exits from the trade fair grounds and halls, and to make other structural alterations. Exhibitors cannot make claims against MatInfo GmbH because of such changes. MatInfo GmbH may also subsequently, ie, after the rental contract has come into force, change space allocations, and in particular assign the exhibitor to an exhibition area in another location or of a different size, insofar as this is necessary for reasons of safety or public order, or because the trade fair is oversubscribed and further applicants must be admitted. 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 MatInfo GmbH are excluded.

## **A 4 Co-exhibitors and additionally represented companies**

A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of another exhibitor (the main exhibitor). This definition includes group companies and

subsidiaries. Agents and representatives are not admitted as co-exhibitors. In the case of an exhibitor who is also a manufacturer, an additionally represented company is any other company whose goods or services are offered by the exhibitor. If an exhibitor who is a distributor displays not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies.

Admission of the exhibitor does not mean that a contract exists between MatInfo GmbH and the co-exhibitors or other companies he represents. Co-exhibitors are admitted against payment. The exhibitor must make this payment. The amount is based on the type of Exhibition. The amount can also be invoiced subsequently by MatInfo GmbH. The exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the Terms of Participation as well as the instructions of the Trade Fair Management. The exhibitor is liable for the debts and negligence of his co-exhibitors or additionally represented companies as if they were his own. If co-exhibitors make direct use of MatInfo GmbH services, MatInfo GmbH is entitled to invoice the exhibitor for these services. He is jointly and severally liable. The exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without MatInfo GmbH's prior written consent.

## **A 5 Canceling the contract**

If the location, type, dimensions or size of the exhibition area are subsequently changed substantially by MatInfo GmbH, the exhibitor is entitled to withdraw from the rental contract within one week of receiving written notification by MatInfo GmbH. In this case, MatInfo GmbH is obliged to refund the participation fee already paid by the exhibitor. Further claims against MatInfo GmbH are excluded.

If the exhibitor cancels the contract with the MatInfo GmbH 8 weeks or later before the beginning of the exhibition, the contract may be cancelled only with MatInfo GmbH's written consent. MatInfo GmbH is not obliged to agree to the contract's cancellation. It will agree only if the stand can be re-let and the applicant pays 25% of the agreed participation fee (plus value-added tax at the prevailing rate) as flat-rate compensation for expenses incurred. MatInfo GmbH will not agree to cancel the contract if the stand cannot be re-let. The applicant is then obliged to pay the entire participation fee.

In case the exhibitor cancels the contract with the MatInfo GmbH in between 12 to 8 weeks before the exhibition will take place, MatInfo GmbH is entitled to invoice a cancellation fee up to 50% of the ordered services and rental fees of the exhibitor.

In case the exhibitor cancels the contract with the MatInfo GmbH more than 12 weeks before the actual exhibition takes place, MatInfo GmbH is entitled to invoice the exhibitor 25% (plus value-added tax at the prevailing rate) as flat-rate compensation for expenses incurred.

MatInfo GmbH is entitled to withdraw from the contract if insolvency proceedings have been instituted against the exhibitor's assets, or if the institution of insolvency proceedings has been dismissed on the grounds of insufficient assets, or if a petition has been filed to institute insolvency proceedings. MatInfo GmbH is also entitled to withdraw from the rental contract if the exhibitor fails to fulfil his obligations to pay MatInfo GmbH, despite a reasonable extension of the deadline, particularly if the participation fee and the payment for the admission of co-exhibitors have not been paid at the latest by five weeks before the date scheduled for the beginning of stand assembly. MatInfo GmbH is also entitled to withdraw from the rental contract or to cancel it without notice if the exhibitor, despite due warning, fails to meet his contractual obligations, and particularly those incumbent upon him under the General Terms of Participation and the regulations for use. In such cases, the applicant is liable for any damages sustained by MatInfo GmbH, or for longer periods, or to postpone or curtail the trade fair, the exhibitors do not thereby acquire the right to withdraw or cancel, nor do they have any other claims against MatInfo GmbH, in particular claims for damages.

## **A 6 Force majeure**

If MatInfo 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 trade fair, the exhibitors do not thereby acquire the right to withdraw or cancel, nor do they have any other claims against MatInfo GmbH, in particular claims for damages.

## **A 7 Participation fees, lien**

The participation fees are calculated in accordance with the rates specified for each Exhibition.

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.

The participation fee and the fee for admitting co-exhibitors must be paid before occupying the exhibition area. 25% of the total ordered services must be paid not later than 2 weeks after the date of the invoice.

In the event of default of payment, interest on arrears is payable at 5 percentage points per annum above the prevailing basic rate of the European Central Bank. MatInfo GmbH reserves the right to enforce the lessor's lien, as permitted by law, in order to secure its claims arising from the rental. The exhibitor must inform MatInfo GmbH at any time about the ownership of articles, which are exhibited or to be exhibited. If an exhibitor does not meet his financial obligations, MatInfo GmbH can detain 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 – excluded. MatInfo GmbH does not accept liability for damage to exhibits and stand fittings detained under this clause, unless MatInfo GmbH is guilty of intent or gross negligence. Upon the exhibitor's special application, MatInfo GmbH can agree to invoice a third party for the participation fee, the fee for admitting co-exhibitors and prices for services. This is possible only if the third party undertakes to assume financial obligations or debts vis-à-vis MatInfo GmbH and MatInfo GmbH agrees with this.

## **A 8 Stand construction**

### **(1) General conditions**

The height limits set by MatInfo GmbH may not be exceeded by the stand construction or exhibit without MatInfo GmbH's prior written consent. Two-storeyed stands can be set up in all halls. However, such stands may not be assembled by the exhibitor without the prior written agreement of MatInfo GmbH. The exhibitor must bear the cost of application for the necessary official permits and associated conditions, and must fulfill MatInfo GmbH's building and operating conditions. MatInfo GmbH will measure off the rented stand area on the hall floor and mark the corners.

Partition walls marking the stand boundaries will be erected, if necessary. These walls serve as orientation for stand construction. Therefore, neither the walls nor their supports may be worked on, altered or removed by the exhibitor. The exhibitor is liable for all damage to persons or property resulting from violation of this rule. For reasons of fire safety (sprinkler installations), stands may not be equipped with solid ceiling components. Metal grid ceilings are permitted. Floors, hall walls and permanent fixtures, in particular service installations and fire extinguishing equipment, must not be painted or papered, and must be accessible at all times. Floor coverings may be glued to hall floors only with double-sided adhesive fabric tape. Floor coverings and tape must be removed after the trade fair. Joints and pointing in hall walls, ceilings and floors must under no circumstances be damaged by chiselling, fixing of props, or similar work. The use of bolts and anchorages is not permitted. Attachments to floors, walls and ceilings require the explicit permission of MatInfo GmbH.

Circular saws and other machines that produce sawdust or havings are permitted only with dust-catching equipment.

### **(2) Assembly**

Plan views and sketches of the stands must be submitted in duplicate to MatInfo GmbH for approval, at the latest by the date mentioned in the application. This deadline must be met by the exhibitor or the firm he commissions to assemble his stand, in order to allow MatInfo GmbH time to process the application. If this is no longer possible because the plans are not submitted in good time, MatInfo GmbH is entitled to prohibit the stand's assembly. In this case, the exhibitor is not entitled to withdraw from the rental contract. Instead, he must not only pay the participation fee, but also bear the resultant cost of the damages sustained by MatInfo GmbH. Stand design and equipment, and the construction work involved, are the exhibitor's concern. However, the exhibitor must take account of the character and image of the individual trade fair or exhibition. In this respect, MatInfo GmbH is entitled to demand alterations in the stand's design. MatInfo GmbH also reserves the right to prescribe a basic design in the Special Terms of Participation for individual trade events. The exhibitor's name and address must be clearly indicated on the stand. Any exhibit which, because of its appearance, odour, noise, vibrations or similar characteristics, unduly disrupts the trade fair and in particular endangers or is a nuisance to other exhibitors or their exhibits, or to visitors, must be removed immediately upon MatInfo GmbH's request. The exhibitor must comply with this request even if he had informed MatInfo GmbH of the exhibits' characteristics in his application and MatInfo GmbH had admitted them. Should the exhibitor fail to comply with MatInfo GmbH's request without delay, MatInfo GmbH is entitled to remove the exhibits in question or to close the stand, at the exhibitor's expense and risk, without the exhibitor acquiring any claims against MatInfo GmbH. MatInfo GmbH will set the time for dismantling any stand thus closed.

### **(3) Dismantling**

By the end of the official dismantling time published for each event, the exhibitor must remove completely all stand construction

materials, all equipment, furnishings and exhibits, as well as all other trade fair goods, and restore the exhibition area to its original state. Nothing must be left behind in the exhibition area.

(4) Environmental protection, waste avoidance and waste disposal  
Our company's main environmental aims are waste avoidance, reduction of pollutants and recycling. In order to achieve these aims at the exhibition, we ask exhibitors to use, whenever possible, environment-friendly and recyclable materials for stand construction, fittings and equipment. Disposable cutlery and plates should not be used for catering. Drinks should be purchased in returnable containers as far as possible. If disposable cutlery and plates are used in individual cases, they should be made of materials that decompose without affecting the ground water and which can be incinerated at waste-burning power stations without leaving noxious residues. Furthermore, exhibitors or stand construction firms working for them are requested to use fluids or other substances for cleaning stands, or for the operation and maintenance of exhibits, in such a way that they do not have an impact on the environment. Both direct waste and secondary waste (eg, used cleaning pads, etc) are to be disposed of as special or toxic waste. Recyclable materials must be delivered to recycling centres. Special or toxic waste is not accepted and must be handled by special companies. Exhibitors should put paper and cardboard waste in the waste paper containers, glass in the glass containers and other recyclable materials in the recycling containers. Other waste goes into special containers. Disposal of the following types of waste is not included in the participation fee and must be arranged by the exhibitor at his own expense: rubble, bulk waste, carpets and waste that pollutes the environment, in particular oils, cleaning agents, spray cans with contents, impregnating agents, chemicals, salts, mercury (eg, in switches and thermometers), emulsions, acids, caustic solutions, varnishes, adhesives, waxes, solvents (eg, petrol, methylated spirits, tri-acetone, paint thinners, glycerine), batteries, accumulators, electrical circuitry, fluorescent tubes, PVC scraps, such as floor and ceiling tiles, radios and televisions, motors and refrigerators. If an exhibitor does not meet these obligations, MatInfo GmbH is entitled to

– dispose of everything left behind by the exhibitor and

– invoice the exhibitor for the ensuing costs, in particular labour costs, transport costs and the costs of removing and disposing of waste, bulk waste and special or toxic waste.

If MatInfo GmbH's own personnel are involved, MatInfo GmbH will assess the costs at its discretion according to Section 315 of the German Civil Code (BGB). If costs are incurred by several exhibitors, MatInfo GmbH will divide the costs between them at its discretion. The exhibitor is legally responsible for all damage suffered by MatInfo GmbH as a result of noxious substances he has left behind or banned waste he has dumped in the containers. If an exhibitor, a person or persons acting on his behalf are found to have left waste in the trade fair grounds which is not connected with the assembly or dismantling of stands, a contractual penalty of EUR 2,500 shall be paid for each infringement. The exhibitor must pay this penalty in addition to damages.

## **A 9 Warranty**

Complaints about any defects in the stand or exhibition area are to be made in writing to MatInfo GmbH immediately on occupying the exhibition area, and at the latest on the last day for stand assembly, so that MatInfo GmbH can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against MatInfo GmbH.

## **A 10 Demonstrations and advertising**

Demonstrations of all kinds (eg, operation of machinery, slide, film or sound presentations, fashion shows) require MatInfo GmbH's prior written consent. MatInfo GmbH is entitled, despite prior written permission, to restrict or forbid demonstrations producing noise, visual disturbance, dirt, dust, fumes or vibrations, or which for any other reason severely endanger or disrupt the trade fair.

Advertising using sound is possible only with MatInfo GmbH's prior written permission. It must be carried out in such a way that it does not disturb neighbouring exhibitors. Irrespective of MatInfo GmbH's permission, the rules of GEMA (the German performing rights society) must be observed.

Flashing or rotating advertisements and moving lettering are not permitted on the outside of the stand. Otherwise, all forms of advertising are permitted within the stand rented by the exhibitor, as long as they are not obtrusive, do not infringe regulations or offend public morality, and are not of an ideological or political nature. Advertising of all kinds is prohibited outside the stand rented by the exhibitor, notwithstanding any agreements to the contrary with MatInfo GmbH or a contractor authorized by MatInfo GmbH. Exhibitors may not at any time use stationary or mobile electronic sales and advertising aids, carry or drive advertising media around the grounds, or distribute printed matter, stickers and samples outside the rented stand (eg, in aisles of

the halls, entrance foyers and open-air sites). Nor may exhibitors display company names, advertisements or sales information on walls or columns, in front of or beside the rented stands. Stickers may not be displayed in the halls. MatInfo GmbH is entitled to remove, cover or otherwise stop, at the exhibitor's expense and risk, any advertising which infringes the aforementioned regulations.

#### **A 11 Technical installations**

(a) MatInfo GmbH provides general lighting and heating in the halls. Exhibitors' special requirements can be accommodated only by explicit written agreement. The exhibitor shall bear all costs thus incurred by MatInfo GmbH.

(b) Connections for alternating current (230V, 50Hz) and three-phase current (230/400V, 50Hz) are provided in the halls and on the open-air site. Connections from the existing power points to the stand, including fuse-box, master switch, and meter (if necessary), will be installed only by MatInfo GmbH at the exhibitor's expense. The cost of such connections is calculated on the basis of the rated power. Installations within the stand can also be made by approved specialised firms. MatInfo GmbH must be informed of their names, in writing, before installation work begins. MatInfo GmbH will have all electrical installations at the stand tested by a sworn expert at the exhibitor's expense. All electrical appliances and installations must conform with the regulations of DIN/VDE (German Standard/German Association of Electrical Engineers) and CE standards. Connections, appliances and equipment which are not authorised or do not conform with the regulations, or whose power consumption is greater than stated

in the application, will not be connected and may be removed by MatInfo GmbH at the exhibitor's expense and risk. On the last day of the trade fair, power supplies to the stands will be switched off one hour after the official closing time. Exceptions require prior arrangement with MatInfo GmbH. Electricity bills will be calculated at MatInfo GmbH's normal rates.

(c) The provisions of article (b) shall apply, mutatis mutandis, to water supply and consumption. Water meters must be officially calibrated. They may be provided by the exhibitor or obtained from MatInfo GmbH. Water supply and waste pipes may have to be laid through a stand to the neighbouring stand, if that stand has no provision for connections of its own.

(d) The provisions of article (b) shall apply, mutatis mutandis, to connections to the sewage system. Connections may be made only with MatInfo GmbH's permission by MatInfo GmbH. The discharge of sewage must comply with the regulations on sewage disposal of exhibitions city of location.

(e) Telecom connections to the stand may be installed only by MatInfo GmbH or by the service-providers approved by MatInfo GmbH.

(f) The exhibitor is liable for any damage resulting from unauthorised consumption of electricity, water, or unauthorised discharge of sewage. MatInfo GmbH accepts no liability for damage resulting from technical faults either due to supply fluctuations or force majeure, or because the supply is interrupted on the orders of the Fire Authorities or Electricity Suppliers.

Pipework and cables which cross thoroughfares or other stands require MatInfo GmbH's consent and must be laid, at the exhibitor's expense, in such a way that they do not pose a threat to pedestrians or vehicles. The operation of radio systems or high-frequency equipment is permitted on the trade fair grounds only if the relevant European EMC/EMI guidelines are observed. MatInfo GmbH is entitled to prohibit the inadmissible operation of radio systems or high-frequency equipment. MatInfo GmbH is entitled to make its consent to any of the services in articles (a) to (e) conditional upon the exhibitor providing a suitable payment in advance or security for the costs and risks incurred by MatInfo GmbH. The specialised firms approved by MatInfo GmbH (also referred to as MatInfo GmbH's contractors) provide their services on the exhibitor's order. MatInfo GmbH assumes no liability in this respect.

#### **A 12 Transport of exhibits, Driving and parking on the trade fair grounds**

In order to ensure the smooth delivery and return of exhibits, they should be sent freight and expenses paid to the official trade fair forwarding agent, in case an agent has been specified for this event by the MatInfo GmbH. MatInfo GmbH does not accept delivery of shipments destined for exhibitors and is not liable for any losses which may occur, nor for incorrect or delayed delivery. The trade fair forwarding agent stores exhibits and packaging at the exhibitor's expense and risk. The exhibitor is not authorised to designate MatInfo GmbH as the recipient of shipments (exhibits, stand materials, brochures, etc). In the event of infringement, the exhibitor must reimburse MatInfo GmbH for any expenditure and in particular for freight charges incurred in accepting and, if necessary, storing shipments. The exhibitor cannot make any claims against MatInfo GmbH as a result of its accepting such shipments without checking either their condition or completeness,

or the correctness of freight and forwarding agents' invoices, or as a result of its having stored the goods incorrectly. Exhibitors are not permitted to store packing materials of any kind at the stands, in the exhibition halls and on the open-air sites, or in the entrances. If the exhibitor fails to comply immediately with a request to remove packaging stored in contravention of this rule, MatInfo GmbH is entitled to have it removed at the exhibitor's expense and risk.

Only the official trade fair forwarding agents are permitted to use lift trucks and hired cranes.

The maximum speed allowed in the trade fair grounds is 20kph (12.5mph). The maximum permitted floor loads in the halls (do not forget the wheel load in the case of vehicles!) and the height and width of the doors must be observed. Motor vehicles may not be driven on closed-off paths, areas of park and grass, and in areas of halls not in use for the trade fair. The exhibitor is directly liable for all damage caused, the carrier's liability notwithstanding. No motor vehicles whatsoever may be driven on the trade fair grounds or halls during the fair's opening hours. This applies in particular to vehicles used for publicity purposes or the transport of persons. Parked vehicles, trailers, containers and packaging of any kind will be removed at the owner's expense and risk. In addition to the cost of towing away the vehicle, rent will be charged for the parking space. Safe keeping and guarding of the vehicle is excluded. Special permits may be granted for special parking spaces on an ad hoc basis. Exhibitors are advised to use the entire assembly period because the trade fair grounds are often overcrowded during the last two days of assembly. MatInfo GmbH is entitled, during the entire assembly and dismantling period, to regulate both the traffic on the trade fair grounds and access of the exhibitors and any stand construction or other firms they commission to the individual stands. The exhibitor must follow the instructions of MatInfo GmbH or the firms commissioned by MatInfo GmbH, and is responsible for ensuring that the firms he commissions follow the instructions of MatInfo GmbH or the firms commissioned by the same. The exhibitor cannot make any claims against MatInfo GmbH for delays suffered by the exhibitor, his stand construction firm or other contractors as a result of overcrowding of the trade fair grounds or MatInfo GmbH's instructions to regulate the traffic on the trade fair grounds and/or access to the stands.

#### **A 13 Official regulations**

The exhibitor and any stand construction firm he commissions must observe the labour and social regulations in force. In particular, he must observe regulations concerning social security contributions, including those for part-time or temporary employment (registration, social security card). The exhibitor must observe conscientiously the building and fire regulations, and the regulations on the use of radioactive substances of Germany. The exhibitor also undertakes to exhibit only machinery, appliances and other equipment, which comply, in particular, with the German Equipment Safety Law (GSG) and its regulations (GSGV), through which the relevant EU directives (eg, Machinery Directive, Low Voltage Directive and PPE Directive) are put into practice. Machines, which come under the Machinery Directive, must be CE-marked, and an EC Declaration of Conformity or manufacturer's declaration and operating instructions must be readily available. Electrical equipment, which comes under the Low Voltage Directive, must be CE-marked. Personal protective equipment, which comes under the PPE Directive, must be CE-marked, and the manufacturer's technical documentation must be readily available. Exhibits destined only for export outside the European Economic Area (EEA) are excluded from this rule. The exhibitor authorises MatInfo GmbH, in coordination with the authorities responsible, to declare in public on his behalf that, in the case of exhibits without the prescribed CE mark, proceedings to assess conformity have not yet been completed, and that these exhibits do not yet comply with the formal and technical safety requirements of the relevant regulations and will not be offered and sold in the countries of the EU and the EEA until they conform with these regulations. Upon the request of the authorities responsible, the exhibitor must mark exhibits without the prescribed CE mark with a "trade fair label", which indicates clearly that they do not meet the requirements of the German Equipment Safety Law (GSG) and cannot be purchased in the countries of the EEA until measures have been taken to ensure that they comply with the regulations concerned. Appropriate safety precautions must be taken for and during demonstrations. The equipment on display will be inspected with regard to its safety by the supervisory authority responsible (Gewerbeaufsichtsamt), if necessary with specialised committees of the trade associations concerned, and tested for compliance with the requirements of safety and accident prevention. If equipment is exhibited in a dismantled state, any protective devices or mechanisms removed must be displayed as component parts. The machinery may neither be put into operation nor connected to a source of power while in this state. Internal combustion engines may not be demonstrated in operation either in the halls or in the exhibitor's own structures. When demonstrated in the open, they must be fitted with exhaust silencers (mufflers). Liquid fuel must not be stored at the stand.

Steam boilers may not be demonstrated in operation unless the exhibitor produces a license and an acceptance certificate from TÜV (Technical Inspection Service).

The exhibitor is liable for any damage to persons or property caused by the operation of exhibited machinery, appliances, equipment, etc. If exhibits are required by law to be labelled or marked in a specific way (eg, in accordance with the regulations on food products), the exhibitor must provide such identification.

#### **A 14 Liability and insurance**

MatInfo GmbH is liable for damage caused intentionally or by gross negligence. In the case of negligence, MatInfo GmbH is liable only for the infringement of contractual obligations, in particular those relating to essential services. In the case of negligence, MatInfo GmbH is not liable for consequential damage and is otherwise liable only for a maximum of 3 times the net participation fee. The aforementioned limitations of liability apply only to traders and legal persons; they do not apply for the benefit of MatInfo GmbH's employers' liability insurance.

In the case of exhibitors who are traders, MatInfo GmbH is under no circumstances liable for damage to or loss of goods brought to the trade fair by exhibitors, stand fittings or furnishings.

It is immaterial whether such damage or loss occurs before, during or after the trade fair. The same applies to vehicles left on the trade fair grounds by exhibitors, their employees or representatives.

Exhibitors for their part are liable for any culpable damage to persons and property caused by themselves, their employees, their representatives, their exhibits or equipment.

#### **A 15 Photography, filming, video recording, and sketching**

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

#### **A 16 Security**

Each exhibitor must provide for the security of his stand and exhibits. Guards may be hired only from the security firm approved by MatInfo GmbH. The costs incurred must be paid directly to this firm.

Exhibitors are reminded explicitly that exhibits are exposed to increased risks during trade fair assembly and dismantling. Valuable and easily movable exhibits should always be placed under lock and key at night.

#### **A 17 Cleaning**

MatInfo GmbH is responsible for cleaning the grounds and the aisles in the halls. Exhibitors are responsible for cleaning their stands each day before the trade fair opens. If the stands are not cleaned by the exhibitors' own staff, only firms approved by MatInfo GmbH may be commissioned to do the work. Cleaning firms not authorised by MatInfo GmbH will be expelled from the exhibition halls.

#### **A 18 Industrial property rights**

MatInfo GmbH expects exhibitors to respect the industrial property rights of other exhibitors. If it is proved to MatInfo GmbH, by presentation of a court decision, that an exhibitor has infringed the industrial property rights of another exhibitor with the articles on display, printed papers, advertising materials, or Otherwise, then MatInfo GmbH is entitled, although not obliged, to remove from the offender's stand the exhibits, printed matter, or advertising material causing such infringement and to impound them until the end of the trade fair, to close the offender's stand, and/or to expel him and his staff from the trade fair grounds. MatInfo GmbH is also entitled to exclude the offender from future trade fairs. If such measures prove unjustified, no claim for damages can be made against MatInfo GmbH, unless the latter is guilty of gross negligence or wrongful intent.

#### **A 19 Workers' and exhibitors' passes**

Exhibitors will receive free workers' passes made out in the names of their own and hired workers employed to assemble and dismantle the stands. These passes are valid only during trade fair assembly and dismantling and do not entitle holders to enter the trade fair grounds during the event. Workers' passes must not be given or lent to unauthorised persons. Unauthorised persons are all third parties who do not have a permanent or temporary work contract with the exhibitor. For the duration of the trade fair, exhibitors will receive the number of free exhibitors' passes for which the exhibitor must apply in written form to the MatInfo GmbH in advance of the exhibition

Additional exhibitors' passes are available against payment. Each exhibitor's pass is made out in the bearer's name. It cannot be transferred. Exhibitors' passes must not be given or lent to unauthorised third parties, eg, to persons or companies wishing to offer goods or services within the trade fair grounds without MatInfo GmbH's permission. Workers' and exhibitors' passes are not

issued until the full participation fee has been paid, including any amounts due for co-exhibitors.

#### **A 20 Assembly, staffing and dismantling of stand**

The dates for assembly and dismantling, specified for each exhibitor must be strictly observed. Stands not occupied by the last day for assembly may be disposed of as MatInfo 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 through out the trade fair during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the trade fair opens. Exhibitors are not permitted to remove trade fair goods or dismantle their stands before the trade fair closes. If they break this rule, MatInfo GmbH is entitled to demand a penalty of EUR 500. MatInfo GmbH is entitled to exclude from future trade fairs any exhibitor whose stand is staffed by insufficiently qualified personnel during the trade fair's opening hours, who exhibits an incomplete range of goods or goods not admitted to the trade fair, who vacates or clears his stand before the end of the trade fair, or who otherwise infringes the Terms of Participation, without prejudice to MatInfo GmbH's right to cancel the contract in accordance with Section A 5 or to a claim for all costs thereby incurred by MatInfo GmbH.

Exhibits which are still at the stands after the end of dismantling will be removed and stored by the trade fair forwarding agent on the instruction of MatInfo GmbH and at the exhibitor's own expense and risk. MatInfo GmbH assumes no liability for damage to or loss of exhibits and stand fittings which the exhibitor leaves at the exhibition after the end of the event, even if he does so with MatInfo GmbH's permission.

#### **A 21 Verbal agreements**

All verbal agreements, individual and special arrangements are valid only with MatInfo GmbH's written confirmation.

#### **A 22 Regulations for use**

The grounds are closed for the night one hour after trade fair closing time until one hour before opening time on the following day. No one may remain on the premises after the trade fair grounds close for the night unless they have MatInfo GmbH's special written permission.

#### **A 23 Statutory period of limitation**

All the exhibitor's claims against MatInfo GmbH arising from the stand rental, and all legal proceedings in connection therewith, lapse after a period of six months from the end of the month in which the closing date of the fair falls.

#### **A 24 Place of performance, applicable law, jurisdiction**

If the exhibitor is a trader, legal person under public law or a special fund under public law, Frankfurt am Main is the place of performance, also for all financial obligations. Only German law shall apply. If the exhibitor is a trader, legal person under public law or a special fund under public law, or does not fall within the general jurisdiction of the German courts, the courts of Frankfurt am Main shall have jurisdiction. MatInfo GmbH is entitled, if it so wishes, to bring an action against the exhibitor at the court which has jurisdiction at the exhibitor's principal place of business.

– In case of divergence between the English and the German text, the German shall prevail. –