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# belektro

## **belektro 2010**

Fachmesse für Elektrotechnik,  
Elektronik und Licht

*Trade Show for Electrical Engineering,  
Electronics and Lighting*

**Berlin, 6.–8.10.2010**

# **Standanmeldung** *Application Form*

# Standanmeldung / Application Form

## belektro 2010

belektro  
6. - 8.10.2010

Korrespondenzsprache/Language for the correspondence  Deutsch  English

Messe Berlin GmbH  
Messedamm 22  
14055 Berlin, Germany  
Tel. +49(0)30 / 3038-2112  
+49(0)30 / 3038-2109  
Fax +49(0)30 / 3038-2120  
E-Mail  
belektro@messe-berlin.de  
www.belektro.de

■ \_\_\_\_\_  
**Name des Ausstellers/Name of exhibitor** (erscheint so im Katalog/as listed in exhibitor directory)

\_\_\_\_\_  
**Straße/Street**

\_\_\_\_\_  
**Land/Country**      **Postleitzahl/Postal code**      **Stadt/Town**

\_\_\_\_\_  
**Internet-Adresse/Internet address**      **Firmen-E-Mail/Company E-mail**

\_\_\_\_\_  
**Tel.**      **Fax**

\_\_\_\_\_  
**Ansprechpartner/Person to contact**      **Mobil/Mobile phone**

\_\_\_\_\_  
**Ansprechpartener E-Mail/E-Mail of contact person**      **Tel./Fax (Ansprechpartner/Person to contact)**

\_\_\_\_\_  
**Geschäftsführer / Managing Director**

■ \_\_\_\_\_  
**Rechnungsempfänger/Invoicing address** (wenn abweichend von a/if different to a)

\_\_\_\_\_  
**Straße/Street**

\_\_\_\_\_  
**Postleitzahl/Postal code**      **Stadt/Town**

\_\_\_\_\_  
**Land/Country**      **Web-Adresse/Web address**

\_\_\_\_\_  
**E-Mail**      **Tel./Fax**

**Art des Betriebes/The exhibitor is**  
 Hersteller/Manufacturer     Dienstleistung/Services     Handel/Agent     Handwerk/Manual trades

**Im Ausstellerverzeichnis sind wir unter folgendem Buchstaben aufzuführen:/**  
**Our entry in the index of exhibitors should be under the following letter:**

Wir werden folgende Produkte ausstellen / We shall present the following products:

**Warengruppenverzeichnis/Product groups index**  
Bitte Ziffern aus der Produktliste angeben (siehe Seite 9)/Please use codes from list of products (see page 13)

_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

**Sind Ihre Exponate mehreren Hauptgruppen zuzuordnen, geben Sie bitte den Schwerpunkt an!/  
If your exhibits can be classified under severel headings, please indicate your chief area of activity!**

**Mitaussteller/Co-exhibitor**  Auf unserem Stand stellen weitere Firmen mit eigenem Personal und eigenem Angebot aus./  
*On our stand other companies will be exhibiting with their own personnel and their own displays. (Bitte Formular III. ausfüllen/Please fill in form III.)*

Mit dieser Anmeldung erkennen wir die Teilnahmebedingungen der belektro 2010-Fachmesse für Elektrotechnik, Elektronik und Licht und die Allgemeinen Geschäftsbedingungen für Messen und Ausstellungen der Messe Berlin GmbH an. Erfüllungsort und Gerichtsstand: Berlin, Deutschland.  
*By signing this application we accept as binding the Conditions of Participation and the General Terms and Conditions for Messe Berlin Trade Fairs and Exhibitions. Place of performance and court of jurisdiction: Berlin, Germany.*

Wir sind einverstanden, von der Messe Berlin GmbH und ihren Partnern unaufgefordert Informationen zugeschickt zu bekommen.  
*We hereby authorize Messe Berlin GmbH and its partners to send us unasked information.*

\_\_\_\_\_  
**Ort und Datum/Place and date**      \_\_\_\_\_  
**Stempel und rechtsverbindliche Unterschrift**  
*Stamp and legally binding signature*

Bitte in Blockschrift wiederholen/Please repeat in capital letters

**Wird von der Messe Berlin ausgefüllt.-  
Will be completed by Messe Berlin.**

Auftr.-Nr.	
Kd.-Nr.	
Deb.-Nr.	
Halle	Stand-Nr.
RE	m <sup>2</sup>
EK	m <sup>2</sup>
KO	m <sup>2</sup>
BL	m <sup>2</sup>
Eingangsbestätigung	
Zulassungsbestätigung	

An die Messe Berlin/To Messe Berlin – belektro FC4



# Gewünschte Standfläche/Stand Area Required

## belektro 2010

belektro  
6. - 8.10.2010

Messe Berlin GmbH  
Messedamm 22  
14055 Berlin, Germany  
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E-Mail  
belektro@messe-berlin.de  
www.belektro.de

Name des Ausstellers/Name of exhibitor (erscheint so im Katalog/as listed in exhibitor directory)

Wir bestellen gemäß den Teilnahmebedingungen (Mindestgröße 12 m<sup>2</sup>):  
We hereby request the following stand area in accordance with the Conditions of Participation (12 m<sup>2</sup> minimum):

### Gewünschte Fläche/Required area

in Halle(n)/hall(s)      Front/Frontage      Tiefe/Depth      Gesamt/Total  
\_\_\_\_\_ m x \_\_\_\_\_ m = \_\_\_\_\_ m<sup>2</sup>

Für den Fall, dass oben genannte Wunschdaten nicht  
100%ig realisiert werden können/in case Messe Berlin  
cannot completely fulfill your requirements, please indicate

Mindestgröße/  
Minimum area      max. Größe/  
Maximum area  
\_\_\_\_\_ m<sup>2</sup>      \_\_\_\_\_ m<sup>2</sup>

### Art des gewünschten Standes/Type of required stand

#### Standmietenpreise/Rental Charge

- |  |   |
|--|---|
| <input type="checkbox"/> Reihenstand, eine Seite offen/<br>Row stand, one side open<br>114,- Euro/m <sup>2</sup>         | <input type="checkbox"/> Eckstand, zwei Seiten offen/<br>Corner stand, two sides open<br>120,- Euro/m <sup>2</sup>    |
| <input type="checkbox"/> Kopfstand, drei Seiten offen/<br>Peninsula stand, three sides open<br>124,- Euro/m <sup>2</sup> | <input type="checkbox"/> Blockstand, vier Seiten offen/<br>Island stand, four sides open<br>130,- Euro/m <sup>2</sup> |

Im Standmietenpreis ist der Strom- und Wasserverbrauch enthalten.  
Stand rental charge includes electricity and water consumption.

Wir bauen einen **doppelstöckigen Stand**  ja/yes  nein/no  
We will build a **two-storey stand**

Gern unterbreitet Ihnen die MB Capital Services GmbH ein Angebot für einen Systemstand/  
Please contact MB Capital Services GmbH for a stand construction offer.  
Tel. +49(0)30 / 3067-2015; Fax +49(0)30 / 3067-2059, E-Mail info@mb-capital-services.de

Alle Preise verstehen sich zzgl 19 % MwSt. und zzgl. AUMA-Gebühr 0,60 Euro/m<sup>2</sup>  
All prices are to be understood plus 19 % VAT and plus AUMA-fee 0.60 Euro/m<sup>2</sup>

#### Mediapackage

Hauptaussteller zahlen EUR 330,- zzgl. MwSt. obligatorisch für die Leistungen des Mediapackages, dessen Umfang auf Seite 17 und in Ziffer 5 der Teilnahmebedingungen beschrieben wird.

Primary exhibitors will be charged EUR 330.- plus VAT for Mediapackage services. Details on the scope of services are provided on page 18 and in item 5 of the Conditions of Participation.

Mit dieser Anmeldung erkennen wir die Teilnahmebedingungen der belektro 2010-Fachmesse für Elektrotechnik, Elektronik und Licht und die Allgemeinen Geschäftsbedingungen für Messen und Ausstellungen der Messe Berlin GmbH an. Erfüllungsort und Gerichtsstand: Berlin, Deutschland.  
By signing this application we accept as binding the Conditions of Participation and the General Terms and Conditions for Messe Berlin Trade Fairs and Exhibitions. Place of performance and court of jurisdiction: Berlin, Germany.

Ort und Datum/Place and date

Stempel und rechtsverbindliche Unterschrift  
Stamp and legally binding signature



## Media Package – Marketing tools for belektrö / ehome 2010

**belektrö**
**6. - 8.10.2010**

With the Media Package, Messe Berlin is offering belektrö and ehome 2010 exhibitors a selection of marketing tools designed to enhance their trade show participation and market presence. As an information platform available 24 hours a day worldwide, the internet plays an important role. The **belektrö / ehome Virtual Market Place** takes advantage of this potential and optimizes advertising impact for exhibitors.

The Media Package is required for all **primary and co-exhibitors**. Charges for this service are listed on the display stand rental invoice.

A selection of optional services is available to meet your individual needs and helps you to make the most of your trade show presence:

Messe Berlin GmbH  
 Messedamm 22  
 14055 Berlin, Germany  
 Tel. +49(0)30 / 3038-2112  
 +49(0)30 / 3038-2109  
 Fax +49(0)30 / 3038-2120  
 E-Mail  
 belektrö@messe-berlin.de  
 www.belektrö.de

<p><b>Media Package for primary exhibitors</b>          € 330.00 plus VAT</p> <p><b>Virtual Market Place®</b></p> <ul style="list-style-type: none"> <li>- Basic company listing (company name, address, 1 entry in main product group, hall/stand number)</li> <li>- Additional entry (telephone no., fax, link to URL and e-mail address)</li> <li>- Appointment planner</li> <li>- Route planner from 01 Aug. to 8 Oct. 2010</li> <li>- Company logo</li> <li>- Company profile (max. 2,000 characters incl. spaces)</li> <li>- 3 product group entries</li> <li>- Descriptions of up to 3 products (max. 2,000 characters plus 1 picture per product). New product entries will be regularly forwarded to your target group via the belektrö / ehome Newsletter</li> </ul> <p><b>Print catalogue</b></p> <ul style="list-style-type: none"> <li>- Basic company listing in the exhibitor index (company name, address, hall/stand number)</li> </ul>	<p><b>Media Package for co-exhibitors</b>          Free of charge</p> <p><b>Virtual Market Place®</b></p> <ul style="list-style-type: none"> <li>- Basic company listing (company name, address, 1 entry in main product group, hall/stand number)</li> <li>- Additional entry (link to e-mail address)</li> <li>- Appointment planner</li> <li>- Route planner from 01 Aug. to 8 Oct. 2010</li> </ul> <p><b>Print catalogue</b></p> <ul style="list-style-type: none"> <li>- Basic company listing in the exhibitor index (company name, address, hall/stand number)</li> </ul>
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Supplemental services can be booked for the Virtual Market Place® as well as for the print catalogue. The required order forms will be mailed to you separately.

### Period of use

Your information will be accessible online via the Virtual Market Place® from **15 July 2010 to 14 July 2012**. During this period, you have the option of updating your information as often as you like.

Once you have registered for a stand, you can arrange to send your Virtual Market Place® data by contacting the **Messe Berlin editorial team, Mon. to Fri., 09:00 am to 6:00 pm CET. Tel. +49 30 3038-2180, Fax: -2172, email: editorial@virtualmarket.belektrö.de / editorial@virtualmarket.ehome-berlin.de.**

# Conditions of Participation of belekto and ehome 2010

## October 6–8, 2010

### 1 Event and organizers

belekto is a specialist electrical engineering, electronical and lighting trade fair and also the ehome are organized by Messe Berlin at the Berlin Exhibition Grounds.

The non-commercial and technical sponsor of the belekto is the Berlin Electrical Trades guild.

### 2 Dates and times

#### Duration of the event

October 6–8, 2010

#### Opening hours

9 a.m.–6 p.m.

#### Start of hall planning process

March 2010

#### Stand construction

October 1, 2010 to

October 5, 2010

#### Stand dismantling

October 8, 2010, 7 p.m. to

October 12, 2010

We reserve the right to make slight alterations to this schedule. Please note any subsequent information as may apply.

### 3 Participation Requirements

Participation is open to producers or those commissioned by producers, unions, and service organizations active in the relevant industry listed in the index of product groups for belekto and ehome 2010. The trade fair management makes the decision concerning the admittance of exhibitors. There is no right to participation in and of itself.

### 4 Stand rental charges

The net stand rental charge for 1 sqm of floor area is as follows:

Row stand (one side open)	EUR 114.-
Corner stand (two sides open)	EUR 120.-
Peninsula stand (three sides open)	EUR 124.-
Island stand (four sides open)	EUR 130.-

Each sqm or part thereof will be charged in full. A charge of 25% on the space rental will apply to **two-storey stands**.

#### Minimum stand size 12 sqm

The rental includes: display space, heating, hall lighting, cleaning of the aisles, hall supervision as well as electricity and water consumption.

A charge will be made for installations and partition walls.

There will be an additional charge of EUR 0.60 per sqm of display space in accordance with an agreement with the Exhibition and Trade Fair Committee of German Industry (AUMA).

**All the above rates are subject to statutory value added tax.**

### 5 Media Package

With the Media Package, Messe Berlin GmbH offers its exhibitors a selection of marketing tools designed to optimize trade show participation and promote market presence.

The booking of a Media Package is compulsory for all exhibitors. The Media Package fee is mandatory for all exhibitors: EUR 330.- by exhibitor (plus value added tax). The Media Package for co-exhibitors is free of charge. For detailed information, please see page 18.

#### 5.1 Entry in catalogue

The contract for the catalogue entry will be signed between the exhibitor and the catalogue producer. Payments and complaints will be only arranged between the catalogue producer and the exhibitor. The basic catalogue entry (company name, address, hall and stand number) is included in the Media Package flat rate. We will announce the official catalogue contractual partner as soon as possible.

### 6 Terms of payment

The services of Messe Berlin are due upon receipt of the down payment/final invoices in accordance with the terms of payment specified in the respective invoices and shall be transferred to one of the accounts of Messe Berlin indicated in the invoice. The invoice number and customer number should be quoted when making payment.

Withdrawals and possible cancellations are subject to the terms of item 8 of the „General Terms of Business for Trade Fairs and Exhibitions of Messe Berlin“.

### 7 Construction and dismantling passes

Exhibitors are entitled to exhibitors' passes as follows:

Display area up to 20 sqm 3 passes.

For each additional 10 sqm of display space 1 pass. Additional exhibitors' passes may be ordered.

### 8 Exhibitors' Service Manual/ Communications' Services Manual

Exhibitors will be sent an Exhibitors' Service Manual containing all essential information and forms regarding service companies, installations, stand construction and design, insurance, parking permits and room reservations.

The organizer is responsible for supervision of the exhibition halls and the outside displays. Exhibitors are responsible for guarding and cleaning their own stands. The Communications' Services Manual, contains all the relevant Materials and necessary forms for PR and advertising. Please accept the deadlines in the order forms.

### 9 Technical Guidelines, Equipment Safety Law

Exhibitors must observe the „Technical Guidelines“, which are contained in the Exhibitors' Services Manual. They must comply with the conditions laid down in the law pertaining to technical equipment (Equipment Safety Law), to which attention is drawn in an appendix to the Technical Guidelines.

### 10 Construction Supervisory and Fire Safety Regulations

Emergency accesses and exits, fire alarms, hydrants, smoke vents, power distribution points and switchboards, telephone distribution points and ventilation inlets and outlets must be accessible at all times, and may not be built over or obstructed in any way. Open flame and lighting fixtures may not be used for cooking, heating, or operational purposes. Packaging materials, paper and other easily inflammable materials may not be left lying around or stored in the halls. Vehicles, containers of all kinds and other materials must be placed at least 5 m from the outside walls of the halls. The Exhibitors' Services Manual contain details of technical and construction regulations.

### 11 Installations

A separate invoice will be presented for electricity connections to the stands. Installations on the stands may only be carried out by contractors authorised by Messe Berlin or the local power company, Vattenfall Europe GmbH, and all applications should be made through Messe

Berlin GmbH. Electrical installations on the stands themselves may also be carried out by exhibitors' own electricians. In such cases the installations must be checked by an authorised specialist company. The appropriate application forms—containing additional conditions - for electricity, gas and water connections to the stands, will be sent to exhibitors with the Exhibitor service.

## **12 Submission of essential construction plans**

Exhibitors are required to submit the construction plans in duplicate to Messe Berlin by 10.9.2010. Submission of essential construction plans is subject to the terms of item 16 of the "General Terms of Business for Trade Fairs and Exhibitions" of Messe Berlin. Construction plans must also be submitted, even if the stand is identical to that of previous exhibition.

## **13 Construction heights**

The maximum permitted height of any structure, including the upper edge of suspensions and fascias, for stand areas up to 50 sq. m. is +5.00 m, and +6.00 m for stand areas 50 sq. m. to 150 sq. m. Approval may be given for higher structures in individual cases, for exhibitions renting an entire hall or in the case of rental areas bigger than 150 sq. m. Any part of a stand above +2.50 m, directly bordering an adjacent stand, must have a neutral smooth white finish, without any advertising.

## **14 Regulations**

Efforts will be made to meet exhibitors' parking requirements on the Exhibition Grounds, but no rights can be granted to parking spaces or to a specific parking space. The unloading of goods from vehicles during the exhibition must be completed no later than half an hour before the official daily opening time. Ve-

hicles must leave the grounds immediately after unloading. Exhibitors and accompanying persons must leave the halls, and parked vehicles must be removed from the grounds within one hour following the daily closing time. Persons wishing to leave the exhibition with packages must furnish proof of the origin of such items to the supervisory staff at the exits. No animals may be brought onto the Exhibition Grounds. No one is permitted to stay overnight in caravans or mobile homes on the Exhibition Grounds.

## **15 Noise, background noise**

Musical performances on the fair grounds are only possible if machines and video, musical or show performances are to be held this way that neither visitors nor other exhibitors are annoyed or disturbed. Limit for machine demonstrations: 70 dB(A). Limit for video performances: 70 dB(A). The use of electronic amplifiers is not allowed.

## **16 Official Permits**

Each exhibitor is responsible for ensuring that necessary permits or his own activities on the stand and on the site, and those of his support personnel have been obtained, and that all applicable provisions of commercial legislation and police regulations are duly observed. Official Permits is subject to the terms of item 13 of the "General Terms of Business for Trade Fairs and Exhibitions" of Messe Berlin.

## **17 Performing Right (GEMA fees)**

Authorization must be obtained from GEMA for the public broadcasting of copyrighted music from disc or other sound systems and also for musical presentations from the recording of radio or TV programmes, Applications should be addressed to: GEMA, Keithstraße 7, D-10787 Berlin Tel.+49-(0)30-21292-0.

## **18 Acceptance of orders, advertising and sales**

Deliveries may not be made at the exhibition. Advertising material may only be distributed on behalf of exhibitors' own companies and only for products they exhibit. No advertising may be carried out on behalf of other companies, and in particular any advertising for the manufacturers' customers is prohibited. The posting or distribution of printed advertising material or samples outside the rented stand area are prohibited, and no writing is allowed on the hall walls. Direct sales are not permitted.

## **19 General Terms of Business**

These Conditions of Participation are subject of the enclosed „General Terms of Business for Messe Berlin GmbH“.

# General Terms of Business for Trade Fairs and Exhibitions organised by Messe Berlin

## General Regulations

1. Applications
2. Joint Exhibitors
3. Conclusion of the Agreement
4. Allocation of Stands
5. Exhibits
6. Terms of Payment
7. Liability, Insurance
8. Withdrawal from the Contract
9. Force Majeure
10. Workers' and Exhibitors' Passes
11. Photographs and Film, Video and Sound Recordings
12. Advertising
13. Official Approval, Legal Regulations, Technical Guidelines
14. Regulations for the Maintenance of Order

## Stand Construction

15. General Regulations, Deadlines
16. Stand Design

## Other Services

17. Exhibitor Service Documents
18. Security Cover, Cleaning
19. Technical Installations
20. Photography
21. Catering Services
22. Federal Data Protection Act (BDSG)

## Concluding Regulations

### 1 Applications

#### 1.1 Stand Applications

Applications to participate in a trade fair or exhibition (event) must be made using the form marked "Application Form". This form should be completed carefully and should include a legally binding signature. The application is an irrevocable offer to enter into a contractual agreement with Messe Berlin, to which the exhibitor is committed until the commencement of the event.

#### 1.2 Details of the Contract

The main sections of the contract are

- a) the Application Form,

- b) the Special Conditions of Participation,

- c) the Regulations as contained in the Exhibitor Service Documents,

- d) the General Terms of Business.

Where there is conflict between these various regulations they shall apply in the order listed above.

#### 1.3 Conclusion of the Contractual Regulations

By signing the stand application the exhibitor recognises as binding the Terms of Busi-

ness and Conditions of Participation, as well as the Regulations contained in the Exhibitor Service Documents. He is responsible for ensuring that those persons employed by him during the event also comply with the terms of the contract in every respect.

### 2 Joint Exhibitors

If a number of exhibitors intend to hire a stand jointly, they must name one of their number in their application who will be authorised to negotiate with Messe Berlin on their behalf.

The authorised party bears the same liability for any faults or cases of negligence on the part of those whom he is authorised to represent as he does for his own faults and negligence. The participating exhibitors are liable jointly and severally to Messe Berlin.

### 3 Conclusion of Contract

#### 3.1 Confirmation of Order

Messe Berlin will confirm its decision to accept an offer with a written confirmation of order (acceptance of the exhibitor and the exhibits for which application has been made).

#### 3.2 Restrictions on the Exhibitor and Exhibits

If relevant grounds exist, and in particular if there is insufficient space, Messe Berlin may exclude individual exhibitors from participating, and may also limit the event to specific groups of exhibitors, if this becomes necessary in order to attain the objectives of the event. This also applies to exhibits.

#### 3.3 Deviations from the Application

If Messe Berlin accepts the application for display space or for exhibits, subject to extensions, restrictions or other alterations, it is obliged to abide by this offer for a period of two weeks.

### 4 Allocation of Stands

#### 4.1 Principle

In allocating the stand Messe Berlin will take into account the subject and the way in which a particular event is subdivided, as well as the space that is available. Messe Berlin will endeavour to meet specific requirements for stand locations wherever possible.

#### 4.2 Changes to Adjoining Stands

The exhibit should accept that changes may take place in the situation on other stands at the beginning of the event, compared with

the time at which initial acceptance was granted. No claims for damages by either party can be entertained.

#### 4.3 Exchanging Stands or Transferring them to Third Persons

The allocated stand may not be exchanged for that of another exhibitor, nor may it be transferred either partially or completely to a third person unless agreement has been reached with Messe Berlin.

### 5 Exhibits

#### 5.1 Removal, Exchange

Only the agreed exhibits may be displayed. Furthermore they may only be removed subject to the approval of Messe Berlin. Exhibits may only be replaced by other items if written agreement has been obtained from Messe Berlin, and replacement must take place at least one hour before the official daily opening time, or one hour after the official closing time.

#### 5.2 Exclusions

Messe Berlin is entitled to demand that exhibits should be removed if these were not included in the stand hire contract, or if they subsequently prove to cause annoyance or danger, or are incompatible with the objectives of the event. In the event of non-compliance, Messe Berlin is entitled to have recourse to law in removing the exhibits at the exhibitor's expense.

#### 5.3 Direct Sales

Unless expressly permitted, no items may be sold directly. If such approval is given the exhibits must be marked with clearly legible price tickets. It is the exhibitor's responsibility to obtain the necessary approval from the trading and health authorities, and to observe these regulations. The Exhibitor Service Documents contain further details.

#### 5.4 Protection of Copyrights and Patents

It is the responsibility of the exhibitor to ensure that copyrights and other industrial patents exist for his exhibits. A six month period of protection from the beginning of an exhibition for the protection of the inventions, samples and trademarks will only become effective if the Federal Minister of Justice has published the relevant announcement in the Bundesgesetzblatt (Federal Law Gazette).

## 6 Payment Conditions

### 6.1 Date when Payment becomes Due

According to the confirmation of order, the stand rental is up until the Messe Berlin bank accounts listed on the invoice. These payments must be made within the time period specified in the special conditions of participation and be annotated with the invoice and customer number. The amounts are due for payment at the time the invoice is issued. A final invoice will be sent after the event ends.

### 6.2 Transfer of Claims, Offsetting Claims

Claims against Messe Berlin are not transferable. Claims may only be offset in the case of uncontested counter-claims or counter-claims which have been ruled valid.

### 6.3 Objections

Objections to invoices will only be considered if submitted to Messe Berlin in writing within 14 days following issue of the invoice.

### 6.4 Hirer's Rights of Lien

In order to secure any claims it may have, Messe Berlin shall be entitled to exercise its rights of lien as hirer, and to sell the items thus withheld as it wishes, following notification in writing. Messe Berlin is only liable for any damage to the items held in lien if such damage was caused maliciously or by gross negligence.

## 7 Liability, Insurance

7.1 Messe Berlin assumes full liability for all damages resulting from intention or gross negligence on the part of Messe Berlin, its legal representatives or managing staff.

7.2 Messe Berlin is fundamentally liable for damages caused due to gross negligence on the part of assistants employed by Messe Berlin. This liability is limited to damages that are generally associated with this type of contract.

7.3 Messe Berlin is fundamentally liable for every breach of contract with regard to major contractual obligations. Major contractual obligations are defined as those that are vital to achieving the objectives of the contract (cardinal obligations). For breaches of cardinal obligations, provided they do not fall under Section 7.1, liability is limited to damages that are generally associated with this type of contract.

7.4 The limits of liability according to Paragraphs 1 through 3 do not apply to liability for insufficient warranted quality, liability according to German product liability

laws, and liability for loss of life, limb, or health.

7.5 Messe Berlin is not liable for pre-existing deficiencies associated with rented space and equipment (guarantee liability), regardless of fault.

7.6 The exhibitor is liable in accordance with legal regulations. It is recommended that exhibitors carry sufficient insurance. For further details, see the Exhibitor Service Documents.

## 8 Cancellation, Non-participation on the Part of the Exhibitor; Withdrawal from the Contract by Messe Berlin

### 8.1 Cancellation, Non-participation on the Part of the Exhibitor

The full stand rental charge shall still be payable if the exhibitor cancels or fails to take part in the event without notification of cancellation. If the exhibitor cancels and another lessee can be found for the stand, Messe Berlin retains the right to demand 25% of the invoiced stand rental charge from the original lessee to cover costs. The full stand rental must be paid when Messe Berlin GmbH rents the agreed upon stand space, although the overall area is reduced as a result of the cancellation/non-participation.

The lessee retains the right to submit evidence to prove that no such costs were incurred by Messe Berlin, or that they were lower than stated. The right to assert additional claims remains unaffected.

### 8.2 Withdrawal by Messe Berlin

Messe Berlin is entitled to withdraw under the following circumstances:

- a) if the rental charge is not received in full at the latest by the date stated in the invoice for participation costs and if the exhibitor does not pay before the expiry of any extension period that may be granted;
- b) if the stand is not occupied in time, i.e. if it is not obviously occupied within 24 hours of the official opening;
- c) if the exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;
- d) if the registered exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if Messe Berlin subsequently becomes aware of any reasons which, had they been known before, would have excluded that person from participation.

This applies in particular when bankruptcy or insolvency proceedings have been instituted, or if the exhibitor becomes insolvent. Exhibitors are required to inform Messe Berlin immediately in such circumstances.

In that cases, referred to above, Messe Berlin is entitled to claim damages. No. 8.1 may be applied accordingly.

## 9 Force Majeure

### 9.1 Cancellation of the Event

If Messe Berlin is prevented from holding the event for reasons outside its own control or that of the exhibitor, all claims to the stand rental become void. However, Messe Berlin may still invoice the exhibitor for work carried out in the latter's instructions, to cover any expenses already incurred, if the exhibitor is unable to furnish evidence that the results of this work are of no interest to him.

### 9.2 Rescheduling of the Event

If Messe Berlin is in a position to hold the event at a later date it must notify exhibitors immediately. Exhibitors are entitled to cancel their participation in the event if it is rescheduled, provided such cancellation is given within one week following receipt of this notification. In such cases claims for payment of stand rental no longer apply.

### 9.3 For Events that have Already Commenced

If Messe Berlin is obliged to shorten or cancel an event that has already begun, as a result of force majeure, exhibitors are not entitled to assert claims for repayment or for exemption from the stand rental charge.

## 10 Workers and Exhibitors Passes

### 10.1 Workers' Passes

Exhibitors will be supplied free of charge with passes for themselves and for any auxiliary staff employed during construction and dismantling. These will only be valid during construction and dismantling periods, and do not entitle the holders to enter the Exhibition Grounds during the event itself.

### 10.2 Exhibitors' Passes

Exhibitors will receive a limited number of special passes valid for the duration of the exhibition or fair, for use by themselves and their employees, and entitling them to admission free of charge. Additional details can be found in the conditions of participation.

### 10.3 Regulations Applying to Both Types of Passes

Passes are issued in the holder's name, or must be filled in correctly by the holder, who should also sign them. They are not transferable and are only valid in conjunction with an official ID document. In cases of misuse the passes will be withdrawn without compensation. In the case of joint participation by a number of exhibitors, only the authorised exhibitor will receive the required passes. Additional passes are available, for which a charge will be made.

### 11 Photographs and Film, Video and Sound Recordings

Messe Berlin is entitled to take photographs, make drawings, or to make films or video recordings of events taking place at the fair, of structures and stands, or of exhibits, and to use these for advertising purposes or for publication in the media. No objections for whatever reason by exhibitors will be entertained. This also applies to photographs or recordings made directly by the press or television with the approval of Messe Berlin.

### 12 Advertising

#### 12.1 Scope

Advertising of all kinds is permitted but only within the stand hired by the exhibitor, on behalf of the exhibitor's own company, and only for exhibits manufactured or distributed by the exhibiting firm.

#### 12.2 Approval

Advertising by means of loudspeakers, the display of slides or films, or the inclusion of performances or shows require the written approval of Messe Berlin. Written approval must also be obtained for the use of other equipment and installations intended to enhance the impact of advertising either optically or acoustically. Advertising of a political nature is strictly prohibited.

### 13 Official Approval, Legal Regulations, Technical Guidelines

In all cases it is the responsibility of the exhibitor to obtain official approval. Exhibitors are responsible for ensuring the compliance with GEMA (performing rights) regulations, as well as with regulations pertaining to trading and industrial law, police regulations, health regulations and other legal requirements. This also applies in particular to the "Law on technical equipment" (Gerätesicherheitsgesetz). Moreover, exhibitors must observe the "Technical Guidelines" as specified in the Exhibitor Service Documents, in particular with regard to the regulations

contained therein relating to stand construction and design, and the extensive safety regulations also specified in this folder.

### 14 Regulations for the Maintenance of Order

#### 14.1 Domiciliary Rights

During the event exhibitors are subject to the domiciliary rights of Messe Berlin, which apply throughout the Exhibition grounds. Exhibitors must comply with instructions given by employees of Messe Berlin, who will prove their identity by means of an appropriate identification document.

#### 14.2 Parking Spaces

Efforts will be made to meet exhibitors' specific requirement regarding parking on the Exhibition Grounds. However no automatic rights exist to a parking space.

#### 14.3 Access to the Exhibition Grounds

Vehicles which do not have the correct authorisation or a document entitling them to park within the Exhibition Grounds will not be allowed access to the grounds during the event. Regulations pertaining to the delivery of goods and other items are covered by the conditions of participation.

#### 14.4 Leaving the Grounds

Exhibitors and accompanying persons must leave the halls within one hour following the official closing time each day, and all vehicles must leave the grounds by this time. Any persons wishing to leave the exhibition with packages must furnish proof that they are entitled to do so to the security staff at the exits.

#### 14.5 Miscellaneous

No animals are permitted on the Exhibition Grounds. Water required for use in connection with foodstuffs or for the cleaning of utensils coming into immediate contact with foodstuffs may only be obtained from taps supplying hygienic water. Water for such purposes may not be obtained from toilet facilities.

#### 14.6 Environmental Protection

Exhibitors are required to make every effort to protect the environment. In this respect they should also observe the Environmental Guidelines of Messe Berlin which are enclosed with the Exhibitor Service Documents.

### 15 General Regulations, Deadlines

#### 15.1 Deadlines

The construction and dismantling periods will be specified in the Special Conditions of Participation.

#### 15.2 Construction, Services for Exhibitors

The Exhibitor Service Documents contain a list of services available from MB Capital Services GmbH, a division of Messe Berlin, regarding planning, construction and design of standard and individual stands.

#### 15.3 Dismantling

##### a) Clearance Passes

A clearance pass must be shown before exhibits can be removed at the end of the exhibition or trade fair. Such passes will only be issued and made available to the stand occupant if the stand rental invoice has been paid in full.

##### b) Dismantling Period

Stands may not be cleared before the end of the event. Dismantling must be completed by the end of the allotted dismantling period. On expiry of this period Messe Berlin is entitled to undertake dismantling, removal of exhibits and their storage at the exhibitor's expense, or to order such arrangements to be made at the exhibitors' expense. Messe Berlin will only be liable for losses or damage to exhibits when such losses or damages are due to deliberate action or gross negligence. Messe Berlin is entitled to impose- lients to cover any expenses thus incurred (No. 6 Item 4).

### 16 Stand Design

#### 16.1 Authorization Certificate

Exhibitors with ground-level, single-story stands without roofs are not required to submit plans for approval, providing the stand is in compliance with all other technical guidelines. Any other type of stand, mobile stand, or special constructions require approval. Construction plans (floor plan and front view) must be submitted in duplicate to Messe Berlin for approval. Complete details can be found in the Exhibitor Service Documents.

#### 16.2 General Appearance

The exhibition stand must comply with the overall plan for the exhibition. Messe Berlin reserves the right to prohibit construction of unsuitable or inadequately designed stands.

### 16.3 Stand Equipment and Fittings during the Hours that the Event is Open

The stand must be correctly equipped and furnished, and staffed by competent personnel throughout the duration of the fair or exhibition, between the stipulated opening times.

### 16.4 Penalty Clause

If the exhibitor fails to comply with the regulations as stated above (No. 16, Item 2, 3), Messe Berlin is entitled to impose a penalty of Euro 500.00 per day if its instructions and warnings are not heeded.

### 17 Exhibitor Service Documents

The Exhibitor Service Documents containing information about the following: Technical guidelines, technical equipment standards in the halls, installations, stand constructions, design and furnishing, as well as about other services at trade fairs provided by MB Capital Services GmbH, insurance, PR work, the catalogue, room reservations and other services. The Exhibitor Service Documents also contain the necessary forms.

### 18 General Inspection, Cleaning

- a) Messe Berlin will provide security cover for the halls. However, it will only be liable for damages in the case of gross negligence. Security cover for the exhibition stand itself is a matter for the exhibitors. They are advised to take out appropriate insurance cover against such risks. During the night valuable and easily removed items should be securely locked up. Private security staff to guard the stands during the night-time may only be employed subject to written agreement by Messe Berlin.
- b) Messe Berlin will provide general cleaning on the grounds and in the aisles. Exhibitors are responsible for cleaning their own stands. Such cleaning work must be completed each day prior to the opening of the event.
- c) If the exhibitors do not employ their own personnel, stand cleaning and security must be arranged through the relevant company appointed by Messe Berlin.
- d) The exhibitor or his appointed stand constructor are responsible for disposing of any waste materials resulting from their work. In this respect the rules laid down in the environmental guidelines in the Exhibitor Service Documents must be observed.

### 19 Technical Installations

Regular supplies of electricity, water, gas and telephone services, along with other services in the halls, will be provided by companies authorised by Messe Berlin. Further details are contained in the conditions of participation.

### 20 Photography

The taking of photographs, films or videos on behalf of exhibitors during the daily opening hours of the event may only be carried out by photographers, film or video production companies thus authorised by Messe Berlin and in possession of the appropriate pass. Such authorisation also applies prior to and after the daily opening hours of the event. No other photographers or production companies will be permitted access to the Exhibition Grounds. Information on this matter can be obtained from the MB Capital Services GmbH.

### 21 Catering Services

Catering services are provided exclusively by Capital Catering GmbH, Messedamm 22, 14055 Berlin, Telephone +49(0)30 / 3038-3914.

### 22 Data Protection

The exhibitor expressly agrees that Messe Berlin may store, process, or disseminate personal information – including electronically processed data – for business purposes in accordance with German data protection laws.

The exhibitor expressly agrees that Messe Berlin may store, process or disseminate business information – including electronically processed data – as long as necessary to achieve the objectives of Messe Berlin or its affiliates, or to fulfill any other justifiable needs.

### 23 Concluding Regulations

#### 23.1 Changes and Amendments in Writing

Any changes to the contents of this agreement (No. 1 Item 2), and ancillary agreements, are only legally binding if they have been confirmed in writing by Messe Berlin.

#### 23.2 German Law

The mutual rights and obligations deriving from this contractual arrangement and resulting from this contract are subject to the law of the Federal Republic of Germany.

#### 23.3 Place of Performance and Venue

Place of fulfillment is Berlin-Charlottenburg. If the defendant is a businessman or a legal

entity in the public domain, or if the defendant has no general place of jurisdiction within Germany, the place of jurisdiction is Berlin-Charlottenburg or the defendant's own place of jurisdiction.

#### 23.4 Statute of Limitations

Claims by exhibitors against Messe Berlin expire after 6 months if not precluded by cogent legal regulations.

#### 23.5 Redemptory Clause

If any individual provisions in these conditions of participation become void, this shall not affect the validity of the other regulations. The void provision should be altered in such a way as to fulfil the intended purpose.