

Conditions of Participation

Special Section



EXPONATEC COLOGNE
International Trade Fair for Museums,
Conservation and Heritage
16 November – 18 November 2011

1 Organiser, event, venue and dates, visitor admission

1.1 Title

The EXPONATEC COLOGNE – International Trade Fair for Museums, Conservation and Heritage is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

The event will be held at the Cologne Exhibition Centre from 16 November until 18 November 2011.

1.2 Opening times

For exhibitors:

Wednesday,	16 November 2011	9 a.m. to 7 p.m.
Thursday,	17 November 2011	9 a.m. to 7 p.m.
Friday,	18 November 2011	9 a.m. to 6 p.m.

For visitors:

Wednesday,	16 November 2011	10 a.m. to 6 p.m.
Thursday,	17 November 2011	10 a.m. to 6 p.m.
Friday,	18 November 2011	10 a.m. to 5 p.m.

1.3 Stand construction and dismantling

Stand construction may begin at 8 a.m. on Friday, 11 November 2011.

Construction must be completed by no later than 2 p.m. on Tuesday, 15 November 2011. The aisles must be completely cleared by this time.

Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 5 p.m. on 18 November 2011. Admission for dismantling personnel from: 5 p.m. Trucks will be permitted to enter from: 6 p.m.

Dismantling of all stands and exhibits must be finished by 6 p.m. on Sunday, 20 November 2011.

1.4 Visitor admission

EXPONATEC COLOGNE is a trade fair. Only trade visitors are admitted.

2 Eligibility to participate

2.1 Exhibitors

EXPONATEC COLOGNE, the International Trade Fair for Museums, Conservation and Heritage, is intended to provide an overview of the relevant products and services offered by the companies in the sector. In keeping with this objective, acceptance to exhibit at EXPONATEC COLOGNE is essentially restricted to manufacturers and their distributors and importers whose products correspond to the focus of the event (see list of goods).

Koelnmesse also requires that proof of the nature of the manufacturer's business or of the activities of the manufacturer's distributor or importer to be submitted in appropriate form.

If several of the manufacturer's distributors or importers satisfy the same requirements, those companies with exhibits of a quality and market position that is most dispensable for EXPONATEC COLOGNE on the whole can be denied permission to participate.

Distributors can be permitted to participate as co-exhibitors if they provide representative support for the manufacturer at the manufacturer's stand. Such participation as co-exhibitor, however, requires registration by the exhibiting manufacturer in question. If a company does not satisfy the requirement of being a manufacturer or manufacturer's distributor but offers, in addition to the products listed in the list of goods, related services that serve the intended use and practical application of these products, such a company can be admitted as an exhibitor if and insofar as the products to be exhibited come from manufacturers who satisfy this requirement and are represented as exhibitors at the event.

A listing of the commercial register (or in a comparable register) must be substantiated and supported in the registration. The organizers decide which companies may be permitted to participate, which products and services may be exhibited, and the location of exhibitor stands at EXPONATEC COLOGNE.

2.2 Co-exhibitors

The participation of co-exhibitors and/or additionally represented companies at EXPONATEC COLOGNE is possible. A special application and an acceptance by the organiser are required for the use of the stand area by a co exhibitor (see Item V of the General Section of the Conditions of Participation).

3 Participation fee and other costs

3.1 Participation fee: 184.00 EUR per m² of floor space

164.00 EUR per m² (early bird rate) if Koelnmesse receives your booking not later than 1 December 2010.

The participation fee does not include the provision of stand partition walls or other special construction elements.

The participation fee covers the rental of exhibition space for the entire duration of the fair, including the stipulated construction and dismantling periods; a specific number of exhibitor and work passes — see Item 5.1; the use of all technical and service facilities in the trade fair halls; advice by Koelnmesse experts on organization, advertising and public relations work for your participation; complimentary advertising materials for attracting customers to your firm; rooms for press conferences; and press contact services.

The participation fee will be calculated according to the dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not provide grounds for a reduction in the participation fee.

3.2 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e. V. — AUMA) charges you a fee of 0.60 EUR per m² of exhibition space for representing your interests. Koelnmesse will calculate and collect the fees in the name of, and on the account of, AUMA. More detailed information is available at www.auma-messen.de.

3.3 Energy costs

Exhibitors will be charged a proportional flat-rate energy fee of 6.40 EUR per m² of occupied stand area.

3.4 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of 250.00 EUR per company will be charged. The co-exhibitor fee remains payable should the co-exhibitor not participate in the event. The price for the catalogue entry is not included in this fee.

3.5 Catalogue

All main exhibitors, co-exhibitors and additionally represented companies must be included in the catalogue.

A company's name, street address, city, post code and country are included free of charge, as are registration related terms that have been ticked.

A company that wishes to also include its e-mail address, URL, telephone and fax numbers for publication can do so for the net price of 26,00 EUR per line. Each of these categories will be printed in one line. If such information is submitted to the publishing house for inclusion, the company logo will be printed in black and white free of charge.

Only digital texts will be accepted and advertisements must be submitted as pdf files.

3.6 VAT

All prices given are net prices. The statutory VAT will be charged separately where applicable.

3.7 Reimbursement of VAT

Foreign exhibitors (proprietors) may receive a refund of the VAT paid with the invoice as long as they fulfil the legal requirements.

Foreign proprietors from the EU may submit their refund applications to the Bundeszentralamt für Steuern only via the online site provided for this purpose in their respective countries.

Foreign proprietors from non-EU countries may use the VAT reimbursement service (subject to a fee) offered by Koelnmesse Service GmbH in conjunction with G-VAT (Form M.13 in the Koelnmesse-Service-Portal). Alternatively, they can send their refund claims directly to the Bundeszentralamt für Steuern, Dienstsitz Schwedt, Passower Chaussee 3 b, 16303 Schwedt/Oder, Germany, Tel.: +49 (0)228 406-1200, fax : +49 (0)228 406-2661, e-mail: vorsteuervergütung@steuerliches-info-center.de. Further details are available on the Internet at: www.bzst.bund.de.

3.8 Costs in the event of non-participation

You cannot normally withdraw from the contract after you have received the admission/stand area confirmation. The regulations contained in Item II of the General Section of the Conditions of Participation apply.

In the event of non-participation, companies that have registered for a trade fair must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation fee.

If you have also ordered stand construction services from Koelnmesse Service, you may cancel the stand construction order **only** if you do so no later than six weeks before the stand construction period officially begins. The date on which Koelnmesse Service receives the exhibitor's declaration is the criterion for determining if the deadline has been met. If the declaration revoking the order is received after the deadline, Koelnmesse Service is entitled to demand payment of the costs for the dismantling of the respective stand from you. These costs amount to 100% of the agreed fee in the event of a cancellation during the construction of the stand, 50% of the agreed fee in the event of a cancellation within 3 weeks prior to the start of construction, and 30% of the agreed fee in the event of a cancellation within 4 weeks prior to the start of construction. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

In a case where the stand construction has been ordered independently of the registration of a stand area, the provisions of the corresponding order form of Koelnmesse Service, Form S.12, shall apply in the event of a cancellation of this order.

You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the amount charged.

4 Stand sizes and construction

4.1 Stand size

The minimum stand size is 6 m².

Please note that hall pillars and other fixed construction elements may be present in the rented stand area. Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

Trade fair partition walls for separating the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee using Form S.10.

This fee does not include stand construction.

Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

4.2 Responsibility

Stand construction and design must adhere to all regulations that are valid in Germany (including the NRW venue regulations, the Sonderbauverordnung, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction and design of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons working on their behalf to ensure that they adhere to the regulations.

4.3 Maximum stand height

The maximum permissible stand height is set at 4 m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present.

As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for one-storey stands that do not exceed the permitted height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and at least 6 weeks before the event commences.

These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

4.4 Notice of approval

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to issue the notice of approval. You have been informed of the fact that in exceptional cases — at your request and on your account — the stand construction documents must be submitted to the responsible authorities for scrutiny.

Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be responded to immediately. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

4.5 Form of stand

The following terms are used for the stand forms:

Terrace stand:	one side open
Corner stand:	two sides open
Two-corner stand:	three sides open
Island stand:	four sides open.

Deviations from the requested stand shape do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

4.6 Construction and design of the stands

The stand must be constructed to comply with the form of the stand confirmed.

The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space.

Banners and company signs are not permitted to encroach into the aisles.

Koelnmesse Service also offers a completely outfitted turnkey stand system. Orders can be placed at www.koelnmesse-service-portal.de (KSP).

5 Exhibitor and work passes

5.1 Receipt of the passes

Each exhibitor receives free of charge and valid for the period from the day on which assembly work begins to the final day of dismantling.

2 passes for a stand up to 10 m² in area,

4 passes for a stand up to 20 m² in area,

1 pass for each further unit or part unit of 10 m² up to a stand area of 100 m²

1 pass for each further unit or part unit of 20 m² above this area.

The passes are sent together with the invoice for your stand. If more exhibitor passes are needed for stand personnel, they can be requested from the Koelnmesse Sales Service Centre for a fee.

Order received before **01.07.2011: 30.00 EUR**

Orders received after **02.07.2011: 35.00 EUR**

You will also receive free passes to enable company personnel to enter the trade fair complex for the purpose of erecting and dismantling of the stand. These cards are only valid up to the beginning and after the end of the exhibition. They do not entitle the holders to enter the complex during the exhibition. These cards will also be forwarded with the stand rental invoice. Non-company stand designers require a special permit to undertake construction work in the halls.

All passes are for specific individuals and are non-transferable.

5.2 Exchange and return of passes

If stand personnel change during the event, you can exchange a used exhibitor pass (i.e. one bearing a name) one time and free of charge for a new pass. The passes are issued in the Exhibitor Services office.

Exhibitor and work passes that were paid for but not used can be returned to Koelnmesse until the last day of the trade fair for a refund of the fee.

Transferring a pass to a third party — whether sold or given free of charge — is not permitted and represents a severe violation of the Conditions of Participation, in accordance with Item VI of the General Section of the Conditions of Participation.

6 Rules on selling

In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag.

This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

7 Catalogue

Koelnmesse publishes an official catalogue for the trade fair.

This publication contains an alphabetical list of exhibitors, a list of product groups, a reference list of exhibitors' trade marks and advertisements.

Production of the catalogue and publication of advertising in the trade fair catalogue will be the responsibilities of

Verlag Dr. C. Müller-Straten,

Kunzweg 23, 81243 Munich,

tel. +49 89 83969043, Fax: +49 89 83969044,

e-mail: verlagcms@t-online.de

7.1 Only digital texts will be accepted and advertisements must be submitted as pdf files to the publishing house.

7.2 Responsibility/release of Koelnmesse from liability

Customers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. Koelnmesse is not liable for printing errors, incorrect placements, mistakes or other gaps or faults in the printing.

8 Non-permissible advertising/violations of the Conditions of Participation

In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, in particular the following advertising measures are forbidden:

- Exceeding the binding specified booth height
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse
- Advertising of an ideological or political nature

The exhibitor bears responsibility for the legality of competitions, raffles etc.

In the event of severe violations of the Conditions of Participation, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds — especially claims for damages — are excluded in this case.

9 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions.

Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

10 General Section of the Conditions of Participation, Technical Guidelines

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.