

Conditions of Participation Special Section



EXPONATEC COLOGNE
International Trade Fair for Museums,
Conservation and Heritage
20 - 22 November 2019

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 20 November until 22 November 2019.

1.2 Opening times

For exhibitors:

Wednesday,	20 November 2019	9 a.m. to 8 p.m.
Thursday,	21 November 2019	9 a.m. to 8 p.m.
Friday,	22 November 2019	9 a.m. to 7 p.m.

For visitors:

Wednesday,	20 November 2019	10 a.m. to 7 p.m.
Thursday,	21 November 2019	10 a.m. to 7 p.m.
Friday,	22 November 2019	10 a.m. to 6 p.m.

1.3 Stand construction and dismantling

Construction times

Saturday, 16.11.2019 from 8 a.m. until 8 p.m.
Sunday, 17.11.2019 from 8 a.m. until 8 p.m.
Monday, 18.11.2019 from 8 a.m. until 8 p.m.
Tuesday, 19.11.2019 from 8 a.m. until 6 p.m.

Construction must be completed by no later than 6 p.m. on Tuesday, 19 November 2019. 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 6 p.m. on 22 November 2019. Admission for dismantling personnel from: 6 p.m.
Trucks will be permitted to enter from: 8 p.m.

Dismantling times:

Friday, 23.11.2019 from 6 p.m. to 12 p.m.
Saturday, 24.11.2019 from 8 a.m. to 8 p.m.
Sunday, 25.11.2019 from 8 a.m. to 8 p.m.
Monday, 26.11.2019 from 8 a.m. to 6 p.m.

Dismantling of all stands and exhibits must be finished by 6 p.m. on Monday, 25 November 2019.

1.4 Visitor admission

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

2 Eligibility to participate

2.1 Exhibitors

Only manufacturers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at EXPONATEC COLOGNE. Such producers must exhibit products that correspond to the focus of the event (see the List of Products). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.

You can exhibit for the companies you represent as a trade representative, sales company, association and importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits.

Koelnmesse also requires that proof of the nature of the manufacturer's

business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand.

Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter.

All exhibited products and services must correspond to the focus of the event. See the accompanying List of Products, Form 1.30. The products must be new ex-works. Products and services that do not correspond to the List of Products and used products may not be exhibited or offered.

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: 212.00 EUR per m² of floor space. 182.00 EUR per m² (early bird rate) if Koelnmesse receives your booking not later than 14 December 2018. 192,00 EUR per m² if Koelnmesse receives your booking not later than 30 April 2019.

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

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.

The use of WLAN is included in the participation fee.

Further information and additional regulations regarding the participation fee can be found in Item IV of the General Section of the Conditions of Participation.

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 7.50 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 of inclusion in the Marketing Package is not included in this fee (see Item 7.2).

3.5 Marketing services (Marketing package)

Use of the marketing services described in Item 7.1 shall be obligatory and is subject to a charge (see Item 7.2, Special Participation Conditions).

3.6 VAT

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

3.6.1 VAT identification number As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service – a so-called event service – in accordance

with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the registration form in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers.

3.6.2 Reimbursement of VAT

If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT, provided they fulfil the legal requirements. Further details are available on the Internet at: www.bzst.bund.de.

3.7 Costs in the event of non-participation

3.7.1 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.

3.7.1.1 If you have also ordered stand construction services from Koelnmesse, 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 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 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.

3.7.2 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 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.

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

4.6 Clearing the stand before the specified time is forbidden

The registered and authorised products must be on display at the stand, and stand personnel must be in attendance, for the entire duration of the event (General Section of the Conditions of Participation, Item III, Paragraph 2). Dismantling of the exhibition stand and the product presentation may not begin before the end of the event at 6:00 p.m. on Friday 24 November 2017. This means that the stand may not be partially or completely cleared, and products may not be packed away, before this time.

5 Exhibitor and workers passes

5.1 Exhibitor 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.

- 3 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 free of charge exhibitor passes are sent together with the invoice for the participation costs. Additional exhibitor passes for stand personnel can be ordered afterwards online on the trade fair website (Participation and planning > For exhibitors > Service Portal > Exhibitor and stand construction passes) against payment.

5.2 Workers passes

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.

The free of charge workers passes are sent together with the invoice for the participation costs. Additional workers passes for stand personnel can be ordered afterwards online on the trade fair website (Participation and planning > For exhibitors > Service Portal > Exhibitor and stand construction passes) for free.

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

5.2 Exchange and return of passes

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 List of exhibitors and trade fair guide

7.1 Scope of obligatory marketing services

Koelnmesse issues official trade fair media to accompany the events it hosts.

The components of these media for main exhibitor, group organiser and group participant are as follows:

- Entry in the alphabetical list of exhibitors in all available fair media
- Display of the logo in the alphabetical list of exhibitors (online exhibitor search, app)
- Two product group entries in the visitor guide
- Unlimited number of product groups in the app and the online exhibitor search
- Presentation of one company portrait (online exhibitor search, app)
- Set-up and provision of an online press compartment incl. a company profile, a company logo, six press releases, ten pictures and five documents
- Activation for the Schedule Organiser Online
- Provision of unlimited number of admission ticket vouchers requiring registration

The components of these media for co-exhibitor and other represented companies are as follows:

- Entry in the alphabetical list of exhibitors in all available fair media
- Display of the logo in the alphabetical list of exhibitors (online exhibitor search, app)
- Two product group entries in the visitor guide
- Unlimited number of product groups in the app and the online exhibitor search

7.2 Costs for the obligatory marketing services (Marketing Package)

Use of the marketing services listed under Item 7.1 is mandatory for all represented companies, co-exhibitors and other represented companies and costs:

Euro 500.00 per main exhibitor, group organiser and group participant

Euro 250.00 per co-exhibitor and other represented companies.

Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

If an exhibitor still has not submitted an order to the official contractual partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on the respective Registration Form 1.10, 1.20, 1.21 or 1.12, 1.13. Where possible, registrations and orders received later will also be included in the official fair media. If Koelnmesse receives orders and registrations later than the editorial and advertising deadline, Koelnmesse shall accept no guarantee for provision of any marketing services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media, or claims for damages.

7.3 Responsibility/release of Koelnmesse from liability

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which in turn shall be entitled to commission another company with concrete execution and with advertisements.

The advertiser shall be responsible for the content of advertisements and entries, and for any damages resulting therefrom. Koelnmesse does not accept responsibility for printing errors, incorrect placement, errors and omissions or faulty printing.

7.3 Responsibility/release of Koelnmesse from liability

Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, is the issuer of the official fair media. Koelnmesse may assign the production of the exhibitors list and the soliciting of advertisements to a third party company. 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 placement, mistakes and other gaps or faults in the printing.

8 Commercial property rights

8.1 Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.

If a final court decision has determined *res judicata* that an exhibitor in connection with one of Koelnmesse's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the *res judicata* court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

8.2 You will find more detailed information in the No Copy! brochure. Please visit www.exponatec.com for further information.

9 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.

10 Requirement for a written document

All explanations must be specified in writing.

11 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.

12 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.