

# DISCC **IOR IE** PURE EDITIONS

## THE INTERIOR BUSINESS EVENT 13.–19.01.2020

**APPLICATION FORMS PURE PLATFORMS** 





km@koelnmesse.de)
By signing and returning the application form, we acknowledge that the General and the

Special Sections of Koelnmesse GmbH's Conditions of Participation as well as the stipulations of the Koelnmesse Service Portal (in particular the technical guidelines and the supplements contained in the order forms) are binding for our company.

•		Client number:		
	•	0220		
	•••• koelnmesse	Main exhibitor:		
	Koelnmesse			
	Please send to:			
	Koelnmesse GmbH Postfach 21 07 60			
	50532 Köln	Enclosure to the application Pure Platforms		
	Germany Fax +49 221 821-3280 cologne	for main exhibitor		
	imm@koelnmesse.de	Invoice address/Address for correspondence		
-		Commence dance language.		
1	Invoice address If invoice should be charged to address other than the one of the metic public place enter below.	Correspondence language:		
	the main exhibitor please enter below:	German English		
	Company/Name:			
	Address:			
	Town, postcode:			
	P.O. Box, postcode:			
	Country, state:			
	Tel.:			
	Fax:			
	E-mail:	<b>Please note:</b> The registered company will be obliged to settle the invoice if the		
		recipient of the invoice fails to effect payment.		
2	Address for correspondence If correspondence should be sent to address other than the	Correspondence language:		
	one of the main exhibitor please enter below:	german english		
	Company/Name:			
	Contact Person:			
	Address:			
	Town, postcode:			
	P.O. Box, postcode:			
	Country, state:			
	Tel.:	Please note: You can read our Data Protection Notice in the complete		
	Fax.:	participation documents and at any time under www.koelnmesse. com/data-protection-notice.		
	E-mail:			

Z Date, Place, Stamp, Legally binding signature of the main exhibitor

	Client number:			
•	0 2 2 0			
•••• koelnmesse	Main exhibitor:			
Please send to: Koelnmesse GmbH Postfach 21 07 60 50532 Köln Germany Fax +49 221 821-3280 imm@koelnmesse.de	Application Pure Platforms for Co-exhibitors* List of products (Form 1.30) must be filled in for application to be valid			
In accordance with Item V of the General Section of the Conditions of Participation, we hereby register the following co-exhibitors at our stand:	If you need to register more than one co-exhibitor, please photocopy the blank form first.			
Company/Name:	Client number:			
Address:	first letter of company name:			
Town, postcode:	The company is:			
P.O. Box, postcode:	Importers Association/Organisation			
Country, state: Tel.:	The company is represented with:       own products         own staff       own company sign			
Fax:	We belong to the following associations:			
E-mail:				
Internet:				
VAT identification number (Required information for companies from EU countries)				
Owner/Managing Director:				
Contact person:	The participation fee per co-exhibitor is Euro 800.00 (plus VAT) and will be charged to the main exhibitors' account. The price of the marketing package is not included in this fee. Use of the marketing services described in Item 6 shall be obligatory and is subject to a charge (see Item 6.2, Special Participation			
E-mail:	Conditions Pure Platforms).			

Please provide a separate List of Products (Form 1.30) for each co-exhibitor that you register.

\* Explanation "Co-exhibitors": Co-exhibitors are companies with their own products and their own staff that use the stand area of a main exhibitor. Companies within groups and subsidiaries count as co-exhibitors.

**Please note:** You can read our Data Protection Notice in the complete participation documents and at any time under www.koelnmesse. com/data-protection-notice.

Date, Place, Stamp, Legally binding signature of the main exhibitor

	Client number:			
•	0 2 2 0			
•••• koelnmesse	Main exhibitor:			
Please send to: Koelnmesse GmbH Postfach 21 07 60 50532 Köln Germany Fax +49 221 821-3280 imm@koelnmesse.de	Application Pure Platforms for additionally represented companies* List of Products (Form 1.30) must be filled in for application to be valid			
We hereby register additionally represented companies on our stand according to Item V of the General Section of the Conditions of Participation:	If you need to register more than one additionally represented companies, please photocopy the blank form first.			
Company/Name: (give particulars of legal status such as "Limited, Corporation" etc.):	Customer number:			
Address:	first letter of company name:			
Town, postcode:	The company is:       Manufacturer     Marketing company			
P.O. Box, postcode:	Importers Association/Organisation			
Country, state:	The company is represented with:       own products         own staff       own company sign			
Fax: E-mail: Internet:	We belong to the following associations:			
Turnover tax ID number (VAT): (Required information for companies from EU countries)				
Owner/Managing Director:	Use of the marketing services described in Item 6 shall be obligatory and is subject to a charge (see Item 6.2, Conditions of Participation Special Section Pure Platforms).			
Contact person:				
Tel.:				
E-mail:				

Please provide a separate List of Products (Form 1.30) for each additionally represented company that you register.

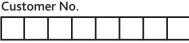
Date, Place, Stamp, Legally binding signature of the main exhibitor

**\*Explanation "Additionally represented companies":** Additionally represented companies are companies that have products at the stand but none of their own staff.

**Please note:** You can read our Data Protection Notice in the complete participation documents and at any time under www.koelnmesse. com/data-protection-notice.



Germany



Main exhibitor:

#### List of Products

This directory of products shall not be considered the basis for automatic entry in the directory of products in the official fair media. Our official contractual Partner will provide you with all order information and documents for the marketing Services offered.



Fax +49 221 821-3280 imm@koelnmesse.de cologne 13.-19.01.2020 **List of exhibits (**Please cross the corresponding items) Entries in the bold printed main product groups are not possible. Our target/sales markets are: Africa **The Americas** Asia Europe Oceania South Africa USA China Western Europe Australia West Africa Canada Japan Northern Europe New Zealand East Africa Mexico South East Asia Southern Europe Others Oceania North Africa Colombia India Russia Brazil Middle East Turkey Others Central America Others Eastern Europe Others South America A000060111 Chairs A000010000 FURNITURE FOR FLATS (COMBINED: A000060112 Living room furniture KITCHEN, LIVINGROOM AND BEDROOM) A0000100100 LIVING ROOM AND SYSTEM FURNITURE A000010001 Programmes for flats - general A000010002 A000100101 Unit furniture Kitchens for flats, compact kitchens A000010003 Cupboard wall units for flats A000100102 Cupboard, gallery and system walls A000010004 Guest rooms, hotel rooms A000100103 Partitions A000100104 Shelves A000030000 OCCASIONAL FURNITURE AND SINGLE A000100105 Living room wardrobes FURNITURE ITEMS A000070100 BEDROOM FURNITURE AND ACCESSORIES A000030001 Wardrobes and entrance hall furniture A000030002 Cocktail cabinets A000070101 Unit bedrooms A000030003 Table nests and side tables A000070102 Bedsteads A000070103 A000030004 Cupboard Bedding A000030005 Writing desks A000070105 Boxspring-beds A000030006 A000070106 Double beds, single beds Glass cases A000070107 Lath grids A000020000 CHILDREN'S AND YOUNG PEOPLE'S A000070108 Mattresses FURNITURE A000070109 Bedrooms A000070110 Wardrobes A000020001 Children's beds, bunks A000070111 Wall, folding and wardrobe beds A000020002 Children's chairs A000020003 A000070112 Waterbeds Children's and young people's writing, working A000070113 Waterbed-accessories and drawing desks A000020004 Childrens's and young people's rooms A000080100 DINING ROOMS A000020005 Play furniture A000080101 Single furniture units for dining rooms A000050000 UPHOLSTERED FURNITURE A000080102 Dining rooms A000050001 Single sofas A000090100 TABLES AND CHAIRS A000050002 Function sofas A000050003 Stools A000090101 Sofa and armchair tables A000050004 A000090102 Swivel chairs, chairs with castors Divans Corner benches A000050005 Easy chairs and rocking chairs A000090103 Dining and extending tables A000050006 Armchairs A000090104 A000090105 A000050007 Upholstered suites Rocking chairs A000050008 Upholstered landscapes, seating elements A000090106 Writing desks A000050009 Upholstered beds A000090107 Stackable chairs A000090108 Stackable tables A000060100 PERIOD AND REPRODUCTION FURNITURE A000090109 Chairs, stools, benches A000060101 Unit furniture **OTHER ITEMS OF FURNITURE** A000110100 A000060102 Rustic style furniture A000060103 Wardrobes and chests - rustic style A000110101 Wickerwork and cane furniture A000060104 Sofa and armchair tables A000110102 Portable furniture - DIY assembly Corner benches A000060105 A000110103 Summer furniture A000060106 Dining and extending tables A000110104 Tubular steel furniture A000060107 Occasional furniture and single furniture items A000110105 Home Office Furniture A000060108 Bedroom furniture A000060109 Upholstered suites A000060110 Dining rooms

0	2	2	0

Customer no.:

			A000150306	Table and kitchen textiles
A000040200	BATH AND SANITARY PRODUCTS		A000150307	
A000040202	Fittings		A000150308	
A000040203	8			
A000040209			A000130200	INTERIOR DECORATION
A000040205	Bathroom accessoires		A000130201	Windows frames
A000040212 A000040211	Bathroom furniture		A000130201	
			A000130202 A000130203	
A000040203 A000040207	Shower enclosures		A000130203	Doors
	Showers		A000130204 A000130205	Other
A000040214	Radiator		A000130205	Other
A000040215 A000040204	Infrared cabins	_	A000170100	HOME ENTERTAINMENT
A000040204 A000040216	Ceramics		1000170105	A 12 / A 12 /
	Plumbing fixtures		A000170105	Audio/Audio systems
A000040217 A000040206			A000170106	
A000040206 A000040201	Wash basins, washstands		A000170107	Home Theater
	Toilets, shower toilets		A000170101	TV, multimedia furniture
			A000170104	TV, mulitmedia equipment and accessories
A000040218	Wellness, spa		A000170108	Other
A000040219	Whirlpools/whirlpool tubs	_	A000150500	ACCESSORIES
A000040220	Acessories			
A000040213	Other			Pictures, Picture frames
A000110200	FLOORING		A000150504	
				Fireplaces
A000110201	Tiles		A000150505	
A000110202	Floor coverings		A000150506	Other accessories
A000110203	Wooden floors		1000100000	
A000110204	Laminate floors		A000160200	BUILD TECHNOLOGY / ROOM
A000110205	Natural stone			TECHNOLOGY
A000110206	Parquet floors		A000160201	Intelligent building technology
A000110207	Carpeting	_		Light switches
A000110208	Other flooring		A000160203	
			A000160204	
A000150400	WALL COVERINGS/CEILING			Connected Home
A000150408	Acoustic Ceilings			Other building technology
A000150401	Decorative foils		A000100200	
A000150407	Paints	_	A000120100	SPECIALIZED LITERATURE
A000150410	Fireplaces		4000120101	
A000150409	Stucco		A000120101	Specialized magazines and books
A000150402	Wallpapers		A000130100	Technology
A000150405	Textile wall coverings			
A000150403	Textile wall coverings		A000130101	Planning systems
A000150405	Wall panels		A000130102	E-Commerce
	Other wall coverings		A000130103	Virtual Reality
			A000160100	SERVICE & LOGISTICS
			A000160101	Service & logistics
A000150608	Exterior lighting for house and garden			
A000150617	Bathroom lighting		AUUU180100	ASSOCIATIONS, INSTITUTIONS,
A000150604	Decorative contract lighting			ORGANIZATIONS
A000150607	Lights for children's bedrooms		A000180101	Associations, institutions, organizations
A000150616	Kitchen lighting	_ H	A000180102	Polytechnics, further education
A000150613	LED lighting technology		A000180102	Co-operations
A000150605	Lighting for hotels and restaurants	++	A000180103	Trade fair companies
A000150606	Bathroom and wellness lighting		A000180104	Science and research
A000150614	Lighting concepts		A000100103	
A000150615	Lighting controls		A000190100	CONTRACT BUSINESS, PRODUCTS FOR
A000150611	Technical lighting			FURNISHINGS OF
A000150609	Total product range		1000100101	
A000150603	Domestic lighting		A000190101	Hotel, gastronomy
A000150610	Accessories for decorative lighting	- 4	A000190102	Lounge, reception
A000150612	Other	— Ц	A000190103	Wellness, spa
		— Ц	A000190104	Office, administration
A000150300	HOME TEXTILES		A000190105	Educational institutions
A000150301	Bath textiles	— <u> </u>	A000190106	Residence for elderly people
A000150301 A000150302	Bed-linen		A000190107	Hospitals, sanitariums
			A000190108	Selling rooms, store construction
A000150303	Blankets and scatter cushions	_	A000190109	Other
A000150304 A000150305	Furnishing fabrics Drapes, curtains			

#### **Conditions of Participation Special Section Pure Platforms**

#### Organiser, event, venue and dates, visitor 1 admission

#### 1.1 Title

(1) The imm cologne 2020 is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

(2) imm cologne 2020 will be held from Monday, 13 January to Sunday, 19 January 2020 at the Cologne Exhibition Centre.

#### 1.2 Opening hours

For exhibitors of imm cologne 2020:

Monday, 13 January to Saturday, 18 January 2020, daily from 8:00 a.m. to 7:00 p.m.

Sunday, 19 January 2020, from 8:00 a.m. to 6:00 p.m.

For visitors of imm cologne 2020:

Monday, 13 January to Friday, 17 January 2020, daily from 9:00 a.m. to 6:00 p.m.

Saturday, 18 January 2020 from 10:00 a.m. to 6:00 p.m. and Sunday, 19 January 2020 from 10:00 a.m. to 5:00 p.m.

#### 1.3 Visitor admission

(1) Monday, 13 January 2020 to Thursday, 16 January 2020: Admission is limited to trade visitor

(2) From Friday, 17 January to Sunday, 19 January 2020, imm cologne 2020 will be open to the general public (as an exception to Item 1.3 (1)). On these days as well, it is prohibited to offer, sell or otherwise transfer goods to end consumers. Please see Item 5 for details (Rules on Selling).

#### 1.4 Build up and dismantling

(1) Build up of the Pure Platforms space module will be organized by Koelnmesse GmbH. It will remain the possession of Koelnmesse GmbH before, during and after the event.

The stands will be available from Friday, 10 January 2020.

All stand construction measures must be finished and the aisles must be completely cleared by 6:00 p.m. on Sunday, 12 January 2020. Minor design changes can be carried out within your stand up until midnight.

(2) Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 5:00 p.m. on Sunday, 19 January 2020. Dismantling of the product presentation has to be completed until Monday, 20 January 2020 before 6:00 p.m.

#### 1.5 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 fair (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 5:00 p.m. on Sunday, 19 January 2020. This means that the stand may not be partially or completely cleared, and products may not be packed away, before this time.

Clearing the trade fair stand before the official end of the event represents a serious breach of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to Euro 2,500.00 (depending on the severity of the violation) for each such violation and/or to exclude the exhibitor from subsequent events.

#### **Eligibility to participate** 2

#### 2.1 Exhibitors

Only manufacturers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at imm 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,



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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 GmbH 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 GmbH. 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 imm 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 - Pure Platforms

#### 3.1 Participation fee

As a participant of the Pure Platforms, the following costs will apply to you:

#### for 1 space modul á 20.25 m<sup>2</sup>

on application by 30.06.2019 **	10,000.00 EUR plus VAT.
on application or after 01.07.2019	11,500.00 EUR plus VAT.
for 2 space moduls	
on application by 30.06.2019 **	19,500.00 EUR plus VAT.
on application or after 01.07.2019	22,400.00 EUR plus VAT.
for 3 space moduls	
on application by 30.06.2019 **	29,500.00 EUR plus VAT.
on application or after 01.07.2019	33,500.00 EUR plus VAT.

incl. the following services:

#### The space module

- 4.5 m x 4.5 m = 20.25 m<sup>2</sup> floor space (incl. lockable cupboard), extendable in 20.25 m<sup>2</sup> steps
- · Podium floor covering
- Stand construction
- Booth number and imm logo
- · Lockable closet featuring a 8 kW mains electrical supply with
  - subdistribution and 1 power sockets and one fixed shelf
- Lighting: Bus bars with 5 lamps
- Stand cleaning

#### **Business Package**

- · 3 exhibitor passes
- 4 work passes
- 1 parking permit
- Wlan
- You will receive the exhibitor and work passes in advance of imm cologne.

#### Marketing Package

- components see point 6 special part of the conditions of participation Pure Platforms
- · Provision of unlimited number of admission ticket vouchers requiring registration

3.2 We also provide you with

services according to application; the exhibition area for the complete duration of the event; the use of all technical and service facilities in the trade fair halls; lighting; ventilation; air conditioning; cleaning the aisles of the trade fair halls; advice by Koelnmesse experts on organizing, advertising and publicizing your company's presentation.

#### 3.3 Also included in the price

• AUMA fee: The Association of the German Trade Fair Industry (AUMA) represents your interests.

- Energy costs for the stand area of the Pure Platforms
- Use of the marketing services shall be obligatory and included in the package price for main exhibitors

#### 3.4 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Conditions of Participation), a co-exhibitor fee of Euro 800.00 per company will be charged. The price of the Marketing Package is not included in this fee (see Item 6.2).

#### 3.5 VAT

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

#### 3.5.1 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 GmbH 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.

#### 3.5.2 Reimbursement of VAT

If, in exceptional cases, services are not provided as uniform services 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 <u>www.bzst.</u> <u>bund.de</u>.

#### 4 Costs in the Event 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 subject.

If the space cannot be re-rented, the full participation fee must be paid.

#### 5 Rules on selling

**5.1** In view of the specialist nature of of imm cologne 2020, direct sales of exhibits or samples from 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.

**5.2** In view of the special trade character and prestige of imm cologne 2020 and rules governing equality of opportunity, it is essential that the regulations stated in Item 5.1 **be observed strictly and without exception.** 

#### **5.3** Koelnmesse GmbH has the right:

(1) to impose **a fine of up to 2,500.00 Euro**, depending on the severity of the violation, on any exhibitor who violates the limitations on sales and visible price markings in Item 5.1 for each such violation; and/or

(2) to **immediately close the stand** of any exhibitor who violates or has violated the limitations on sales and visible price markings in Item 5.1. The stand can be closed while imm cologne 2020 is still in progress and without a court order. The exhibitor in question is responsible for any costs or consequences resulting from the stand closure;

and/or

(3) to **deny admission** to imm cologne 2020 to exhibitors who have violated the limitations on sales and visible price markings.

#### 6 Marketing services (Marketing Package)

#### 6.1 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 are as follows:

- · Entry in the alphabetical list of exhibitors in all available fair media
- · Ten product group entries in the fair catalogue
- Unlimited number of product groups in the app and the online exhibitor search
- App for recording visitors at fair stand and use of the lead tracking service with Koelnmesse registration data number of usage licences based on the size of the stand space
- Presentation of one Product Highlight in the app and the online exhibitor search incl. product photo and product description
- A presence on ambista.com, the online B2B network for the global interiors industry, complete with product and company information, networking opportunities for initiating business relationships and access to the most relevant industry information (<u>https://www.ambista.com/en/scope-ofperformance</u>)
- 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
   Ten product group entries in the fair catalogue
- Unlimited number of product groups in the app and the online exhibitor search

6.2 Costs for the obligatory marketing services (Marketing Package) Use of the marketing services listed under Item 6.1 is mandatory for all

represented companies, co-exhibitors and other represented companies and costs:

Euro 1,550.00 per main exhibitor,

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 for reductions in cost for inclusion in the official media, or claims for damages.

#### 6.3 Special data protection provisions for lead tracking

Trade fair visitors can voluntarily register. Other terms may apply, particularly when visitors can only purchase certain types of tickets by registering. Koelnmesse GmbH forwards the personal data from registered visitors to third parties only if the visitors first agree to have their data used in this way.

Neither the exhibitor, nor Koelnmesse GmbH nor any other third party can require visitors to take part in lead tracking by scanning their admission tickets and so to pass on their personal data. The exhibitor is obliged to delete the personal data that it has received as a result of lead tracking in individual cases if it is requested to do so by Koelnmesse GmbH or the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data. The exhibitor may only forward the personal data received as a result of lead tracking to third parties if and to the extent that the exhibitor has received express consent from the respective visitor. The exhibitor undertakes to use the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the exhibitor shall exempt Koelnmesse GmbH from all claims by third parties.

#### 6.4 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. Koelnmesse GmbH is not liable for damage to property and persons caused by the use of the FairMate LeadTracking App for the lead tracking service unless it can be proved that Koelnmesse GmbH acted deliberately or with gross negligence. Liability is limited to foreseeable damages. Participants use the FairMate LeadTracking App for the lead tracking service at their own risk.Although Koelnmesse strives to provide correct information, it does not guarantee the currentness, accuracy and completeness of the supplied information nor is it liable for such. Koelnmesse does not bear any responsibility for the service's technological availability. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. Maintenance, security and capacityrelated issues as well as events over which Koelnmesse has no control (e.g. disturbances of the public communication networks, power outages, etc.) can lead to brief disruptions or a temporary suspension of the services. Koelnmesse does not guarantee that the web pages will be accessible at all times and that participants can call them up flawlessly and without encountering incorrect content or technical difficulties. Koelnmesse is not liable for incorrect information that is produced or disseminated by participants and/or third parties (including cooperation partners) and that is related to the ordering of admission tickets and catalogues for trade fairs and exhibitions of the Koelnmesse Group on the Internet. Koelnmesse is especially not liable for e- mails or data entries that the system fails to accept and/or receive because they do not conform to the stipulations of these Conditions of Participation or to the website's technical requirements.Koelnmesse is not liable for the offers made by third parties, especially not if they related to the use of the lead tracking service. Koelnmesse does not guarantee that all links and references to external content that are found during the use of the lead tracking service are correct or complete.

#### 7 Exhibitor and work passes

#### 7.1 Exhibitor passes

Within the business package you will receive, free of charge and valid for the period from the first day on which construction work begins to the final day of dismantling, 3 exhibitor passes per booked space module.

The passes are sent together with the invoice for the participation fee. If more passes are needed for stand personnel, they can be requested from the project team and during the build up and event period of imm cologne from the Koelnmesse Exhibitor Service Center for a fee.

#### 7.2 Work passes

You will also receive 4 free work passes per booked space module that allow the people commissioned by you or who work on your behalf to access the exhibition centre in order to construct or dismantle your stand. These passes are only valid before the event starts and after it ends. They do not entitle the holders to enter the grounds during the event.

We will sent you these passes together with the invoice for the participation fee. If more work passes are needed, they can be requested from the project team and during the build up and event period of imm cologne from the Koelnmesse Exhibitor Service Center for a fee.

#### 7.3 Exchange and return of passes

All passes are for specific individuals and are non-transferable. If there is a change of the stand personnel during the event, the used exhibitor passes (i. e. passes bearing a name) can be exchanged for new passes one time only free of

charge. These passes are issued by the Exhibitor Service Centre. 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.

#### 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.

#### 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 "Infoscout" – Information service for visitors

The information about your company that you submitted on forms 1.10 to 1.30 will be made available at the information stands in the halls for interested visitors during the event. Furthermore, with Koelnmesse's electronic information system Infoscout you can publish vacancies for trade representatives. You can use form Z.03 to specify this offer according to products, countries or regions. Exhibitors and visitors can use Infoscout free of charge.

#### 11 Requirement for a written document

All explanations must be specified in writing.

#### 12 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.

#### 13 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.

#### General Section of the Conditions of Participation



#### I Application

1. To indicate your intention to take part in the event, you must return to us a completely filled in form with your legally binding signature (Registration).

2. By signing and returning the form, you acknowledge that the General and the Special Sections of the Conditions of Participation and the Technical Guidelines are binding for your company as part of the contract. You can download the Technical Guidelines from the event's website or from www.koelnmesse-service-portal.com. You also always have the option of requesting the Technical Guidelines in printed form or on CD-ROM. Within the framework of the fulfilment of contractual duties, the event organizer will process and use the information provided in this form via an automated procedure that takes the regulations stipulated under the Federal Data Protection Law of the Federal Republic of Germany into account.

3. The registration shall be regarded as legally binding on your part, irrespective of admission; no conditions or reservations may be appended to the aforesaid registration. Requests for stands at specific locations, in particular, do not represent conditions for participation.

#### II Acceptance/Transfer of stand space

1. The organizer shall accept your application in accordance with the conditions which apply to all participants (acceptance/stand area confirmation). There is no legal claim to acceptance. If the number of registration forms complying with the requirement profile and received by the organizer prior to the expiration of the registration period exceeds the number of available exhibition spaces, the organizer shall have the right to make a discretionary decision regarding the admission of registrants to the exhibition. Your company may be disqualified from admission to the exhibition if you failed to fulfil your financial obligations to the organizer at any time, or if you failed to fulfil such financial obligations within the prescribed period of time.

2. The contract comes into effect at the latest upon receipt of the admission (by post, fax or other electronic means of transmission), which is valid without a signature. Should the content of the confirmation of acceptance differ substantially from that of your application, then the contract shall be concluded under the terms of acceptance if you do not lodge a written objection within 2 weeks of receipt of confirmation of acceptance. The same shall apply, if it is necessary to postpone the event or to transfer the event to another location, and the change is deemed to be reasonable with respect to yourself; in this case, the corresponding notification of change from the organizer shall supersede the admission. The acceptance only applies to the respective event, the company applying and referred to in the acceptance letter, and its registered products and services. Products and services which do not conform to the list of products may not be exhibited or offered at the trade fair.

3. The organizer allocates stand space on the basis of which exhibition theme at the event your registered products belong to.

There is no right to claim the allocation of stand space in a certain form, in a certain size, in a certain hall or in a certain hall area. Deviations from the requested form or placement of the stand do not provide grounds for an objection to be made under Item II, Paragraph 2 of the General Section of the Conditions of Participation.

4. In special cases for important reasons, the organizer is entitled to subsequently allocate you stand space other than stated in the confirmation of acceptance, to change the size and dimensions of your stand space, to relocate or close entrances or exits and to undertake structural changes in the exhibition halls without claims arising on your part. In the event of a reduction in stand space size, you will be credited with the difference arising from the correspondingly lower participation fee.

You will be notified without undue delay if the stand space becomes unavailable due to reasons which are beyond the organizer's control. In this case, you will be entitled to a reimbursement of the participation fee. Any further claims for damages, which will exceed the aforementioned reimbursement, shall be excluded in these cases.

5. Any complaints on your part must be submitted in writing immediately or at the latest while the event is in progress; complaints submitted at a later date cannot be considered.

6. The organizer is entitled to revoke the acceptance if it was granted on the basis of incorrect statements or if the company fails to meet the conditions of participation after the acceptance was granted. The organizer shall have the right to rescind the contract, if there is a substantial reason or good cause. Such substantial reason exists, in particular, if an application for opening insolvency proceedings against your assets has been made, such an application has been dismissed due to lack of funds, or insolvency proceedings have commenced. You must inform the organizer of this immediately.

7. Prior to receipt of acceptance/stand area confirmation, revocation of registration shall only be possible if permitted by the Special Section of the Conditions of Participation. In this event, a fee specified in the Special Section of the Conditions of Participation shall be paid.

8. Following receipt of acceptance/stand area confirmation, in general, revocation is no longer possible. The organizer can agree to the request for release from the contract in exceptional cases if the stand space no longer required can be assigned to another exhibitor against payment. In this instance, the organizer is entitled to demand general reimbursement of the costs incurred corresponding to 25 % of the participation fee without providing proof, unless otherwise specified in the Special Section of the Conditions of Participation. If the stand area cannot be assigned to a third party against payment, the contract remains in force and the participation fee must be paid in full.

If the Special Section of the Conditions of Participation stipulate that you must purchase a Visitor Promotion Package, the specified price has to be paid in the event that you withdraw from the contract and admission ticket vouchers have been provided. Liability for catalogue costs, stand construction costs and other costs, which in particular, have been incurred as a result of a claim by a third party or of services rendered, is not affected.

You shall have the right to provide proof that a damage or loss has not been incurred or that the extent of the damage or loss incurred is considerably less.

Occupation of a space which becomes available in the form of an exchange of stand areas by a participant who has already been approved and allotted a space for the event does not represent an alternate assignment of the stand area against payment.

The co-exhibitor fee must be paid in full in the event a company that has been accepted as a co-exhibitor does not participate.

9. The following cases will fall solely within your scope of risk as exhibitor: a) if the products which you have stipulated for the presentation cannot be introduced at the venue of the event due to the legal requirements prevailing there or due to other reasons, or

b) if such products do not arrive in due time, do not arrive undamaged or do not arrive at the venue of the event at all - e.g. as a result of any loss, delay in transport or customs, etc. – or

c) if your journey, the journey of your employees or your stand or installation personnel should be delayed or should become impossible – e.g. because a visa is not granted.

You will remain under obligation to pay all the charges agreed upon.

10. Event-related regulations are detailed in the Special Section of the Conditions of Participation.

#### III Construction, arrangement and operation of stands

1. As an exhibitor, you are responsible for ensuring that your trade fair participation, and especially the construction and design of your stand, comply with all the statutory provisions of the Federal Republic of Germany as well as the regulations of this General Section and the Special Section of the Conditions of Participation and the Technical Guidelines. This also applies to the persons working on behalf of the exhibitor, who must be supervised to ensure that they adhere to the regulations.

2. Additional regulations, especially those of an event-related nature, can be found in the Special Section of the Conditions of Participation and in the Technical Guidelines.

3. Any additional technical services that may be required, particularly the installation of electricity, water and safety devices, the recruitment of local auxiliary personnel, etc., can be ordered via the Koelnmesse-Service-Portal (KSP) by means of special order forms against a separate charge. Orders placed by third parties (in particular by stand construction companies) in connection with the construction and design of stand areas are considered to have been commissioned by the exhibitor and at the exhibitor's expense.

4. For the duration of the event the stands must be staffed by personnel and display the products specified in the application and confirmation of acceptance. Vacating the stand prior to the end of the event represents a serious breach of these Conditions of Participation and shall entitle the organizer to assert damage claims and exclude your company from future participation in Koelnmesse Group events.

5. Products and services may only be presented in the stand area listed in the acceptance/stand confirmation. You may not distribute products, flyers and other advertising materials in other areas of the exhibition centre without first receiving the organizer's written permission.

6. The legal stipulations of the Federal Republic of Germany must be complied with during the presentation and sale of products and services. Products that are not intended or approved for sale worldwide must bear a corresponding note or country-specific label.

7. The organizer is entitled to demand that you remove products from your stand that do not correspond to the List of Goods, the presentation of which does not conform with the legal stipulations of the Federal Republic of Germany, or, which through their odour, noises, other emissions or appearance, could constitute a considerable disruption to the operation of the event or put the safety of exhibitors and visitors at risk.

#### IV Participation fee and other costs/Terms of payment/Scope of the standardised event services

1. The participation fee for the standardised event services covers the rental of the stand area for the entire duration of the event and the construction and dismantling periods stipulated in the Special Section of the Conditions of Participation, a specific number of exhibitor and work passes, the use of technical and service facilities at the exhibition centre, general hall security, cleaning of the generally accessible hall areas, general hall lighting, and advice on organization, advertising and public relations work for your participation. In addition, the participation fee includes services provided by the organizer as part of the general visitor marketing activities. At the organizer's discretion, these activities especially include a selection of the following services: placing

of advertisements, provision of advertising materials for the exhibitors' own communications measures, direct marketing measures (e.g. publication and dispatch of newsletters and other information to potential visitors by mail, fax, or other means of electronic transmission), provision of an online ticket shop, and event-related Internet domains. The standardised event services also include the provision and supply of energy covered by the flat-rate energy fee; in this respect, please note the corresponding regulations of the Special Section of the Conditions of Participation.

The event services also encompass the inclusion in the list of exhibitors. This is obligatory for each exhibitor, co-exhibitor, group participant and additionally represented company. Please note the corresponding regulations of the Special Section of the Conditions of Participation. The organizer has the right to request additional payment for certain listed services.

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

3. The amount of the participation fee and other costs will be calculated on the basis of the dimensions of the allocated stand space and according to the rates specified in the Special Section of the Conditions of Participation. The size of the allocated floor area is calculated without taking projections, pillars, installation connections and other fixed objects into account.

4. For two-storey exhibition stands, the participation fee for the upper storey is calculated in accordance with the regulations of the Special Section of the Conditions of Participation after the upper storey has been approved following a technical inspection.

5. After your admission, you will receive an invoice for the participation fee and the other costs; the invoiced amount is due immediately upon receipt of the invoice. This also applies to all amounts that must be paid within the framework of the contractual relationship, and, in particular, to invoices, as stipulated by Item II, Paragraph 7 and Paragraph 8 of these Conditions of Participation.

6. All prices are net fixed rates plus any accruing value-added tax as well as any comparable taxes which may be imposed at the venue of the event. Please note the regulations for VAT refunds listed in the Special Section of the Conditions of Participation.

7. In the event of an increase in the organizer's own operating costs, the organizer shall have the right to increase the various prices by the amount that will cover the increase. The increase in its own operating costs may result from rising costs for manufacturing, procurement and labour or from increases in energy costs, fees, taxes and other public duties at the event location. The greatest amount that each individual price can rise is limited to 5% if more than 9 months have passed between the time the contract is concluded and the date the event is held, 7.5% if more than 18 months have passed and 10% if more than 24 months have passed.

8. The settlement of all liabilities within the prescribed period shall be a prerequisite for the occupation of the stand space.

9. Failure to execute payment on time will result in interest being charged of 9% above the base rate according to Art. 288 of the German Civil Code. If the damage incurred by the organizer is greater, he shall be entitled to lodge a claim for these damages. The compensation shall become invalid or be reduced, if you can provide evidence that the organizer has incurred little or no damage as a result of the payment default.

Should settlement of the invoice not be effected by the deadline or in full, the organizer is, in addition, entitled to dissolve the contract with you and to otherwise dispose of the stand area reserved for your company.

10. Resulting from the organizer's claim in regard to the assignment of the stand space, your exhibits are subject to a contractual lien in the organizer's favour.

11. Any services that have been provided by the organizer will be invoiced in euros. You are obliged to pay the amount shown on the invoice in the currency shown on the invoice ("billing currency"). If the organizer should be prepared, as a courtesy, to accept settlement of the invoice in a currency other then the billing currency in individual cases, without being under any obligation to do so, such payment must be based with regard to the conversion on the official buying rate of the billing currency on the date the payment is received. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are, therefore, at your expense.

12. Any complaints relating to the invoice are to be submitted in writing, immediately, at the latest 2 weeks after receipt; complaints made at a later date cannot be considered.

13. Any projecting parts, pillars, installation connections and permanent internal fittings in the assigned stand space do not entitle you to any reduction in the participation fee or other costs.

14. The organizer shall also be entitled to the payment of the full amounts, if you fail to fulfil any of your obligations arising from the contractual relationship. This does not affect claims to damages. In the event of the contract not being fulfilled at all by the organizer, or being fulfilled only in part, you have claims to a proportional reimbursement of any payments you have already made. Claims above and beyond this are ruled out in accordance with the regulations in Items VII and VIII of these Conditions of Participation. The regulations in Item XI of these Conditions of Participation shall remain unaffected.

15. In the event of counter claims being made against those claims arising from the contract, you can only set off or assert your right of retention in as far as your claims have been found to be uncontested or legally valid.

16. In the event that an invoice is sent to a third party at the request of the exhibitor, this does not constitute any waiver of the right to claim the account receivable from the exhibitor. The latter remains obliged to pay until such time as the account receivable has been settled in full.

#### V Co-exhibitors, additionally represented companies, group participations

1. In principle, stand spaces shall be hired out only as a whole unit and only to one contracting party. As an exhibitor, you are not permitted to relocate, exchange, share, or in any other way make the stand space allocated to you completely or partially accessible to third parties, without the prior consent of the organizer.

2. A stand area may only be used by several companies at once if the stipulations of the Special Section of the Conditions of Participation allow the participation of co-exhibitors and/or additionally represented companies.

3. Use of the stand area by another company with its own products and own staff (co-exhibitor) requires a special application for permission and approval by the organizer. This also applies to companies who have their own products at the stand but none of their own staff (additionally represented companies). Companies which are members of a group as well as subsidiaries are considered to be co-exhibitors.

The organizer reserves the right to demand a special participation fee and other costs for approving co-exhibitors for participation. Such charges and costs will be invoiced to you as the exhibitor. The organizer has the right to limit the number of approved co-exhibitors per exhibitor. If co-exhibitors and additio-

nally represented companies are to be accepted, the preconditions laid out in Item II of these Conditions of Participation apply; these companies are subject to the General and Special Sections of the Conditions of Participation and the Technical Guidelines.

Should you accommodate a co-exhibitor or a company which is additionally represented, without the express permission of the organizer, this shall be grounds for dissolving the contract with you without notice and to have the stand space vacated at your risk and expense. No claims of any kind can be made against the organizer in this case, especially no claims for damages.

Even after confirmation of acceptance has been received, the contract exists exclusively between the organizer and the exhibitor, who is liable for the negligence on the part of his co-exhibitors/additionally represented companies as well as for his own negligence.

4. If several companies wish to participate at the event together on one stand – a group participation – then the existing General and Special Sections of the Conditions of Participation and the Technical Guidelines are binding for each individual company. The registration is accomplished by the group organizer, who is responsible for the group participants' adherence to the Conditions of Participation. Subsequent to acceptance and stand area confirmation, a contractual relationship exists exclusively between the group organizer and the event organizer. Exceptions exist in the case of group participants' individual orders for services in their own name and at their own expense; such individual orders are permitted only on site during the period from the first stand construction day to the last official day of the event.

5. If a stand area is jointly assigned to two or more companies, they are jointly and severally liable to the organizer.

#### VI Domiciliary rights

1. The organizer exercises domiciliary rights throughout the exhibition grounds.

2. He is entitled to have exhibits removed from a stand if their display contravenes statute law, offends good morals or is not in keeping with the event programme. Promotion of political and ideological ends is prohibited. In the event of serious offences against the Conditions of Participation, the Technical Guidelines or legal regulations, the organizer is entitled to close your stand or have it vacated.

3. The house regulations for the Cologne exhibition centre apply in their currently valid version.

#### VII Warranty

The warranty period for deliveries of new articles is 1 year. For used articles, all liability based on warranty is excluded. No warranty claims are available if the damage is due to normal wear and tear, force majeure, faulty or negligent handling, excessive loads or failure to comply with statutory provisions or operating instructions.

#### VIII Liability/Insurance

1. The organizer's liability, independent of fault, for damages because of initial defects in the assigned object of the contract is excluded.

2. In the event of claims for damages (i) for loss of life, bodily injury or impaired health as well as (II) for violations of Germany's Product Liability Act caused intentionally or by gross negligence the organizer shall be liable in accordance with the statutory obligations.

Furthermore, the organizer shall be liable for every culpable infringement of an essential contractual obligation. Essential contractual obligations shall pertain only to those contractual obligations which must be complied with during the execution of the contract. This applies to all claims which could arise in connection with this contract.

The organizer is not otherwise liable for simple negligence. Other contractual and/or legal damage claims of any type, including damage claims for consequential damages, shall be excluded, unless the damage was caused by the intentional or grossly negligent action of the organizer.

If the organizer is liable for damages, this liability is limited to damages that the organizer should have foreseen at the time of the contract's conclusion as the possible consequence of a breach of contract or that should have been foreseen had the usual care been exercised. Moreover, indirect and consequential damages are only eligible for compensation if such damage can typically be expected to occur.

The foregoing limitations of liability shall apply, to the full extent, to the executive organs, employees, legal representatives, persons employed in performing an obligation and vicarious agents, whose services are used by the organizer for the performance of the contract. (This also applies to personal liability in each case.)

If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to postpone the event, shorten or extend it due to force majeure, or for other reasons beyond its control, then the exhibitor is not entitled to any rights, in particular, to claims for damages against the organizer.

The responsibility of the event organizer is limited to fault in all cases without prejudice to any limitations of liability under these Conditions of Participation.

Within the scope of liability, the statutory burden of evidence regulations shall continue to apply; they will not be affected by this clause.

3. The organizer does not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are the property of the stand personnel.

The organizer transfers the general surveillance of the trade fair halls and the outdoor areas, the supervision of the exterior grounds, and the security checks at the entrances to security agencies and their uniformed guards and non-uniformed personnel.

Every visitor and exhibitor in the exhibition hall must have a valid admission ticket or exhibitor pass and show it to the aforementioned security staff upon request. This general surveillance does not include the guarding and securing of individual stands or stand components.

4. In the event of contracts that provide for the procurement of certain items, then, unless otherwise expressly agreed in individual cases, the organizer does not assume the risk of procurement.

5. The organizer does not conclude insurance policies for specific stands. The organizer has concluded a framework agreement for exhibition insurance against the usual insurable dangers such as fires, burglary, theft, damage, water damage, etc., including the risks associated with the delivery and removal of the exhibits.

The exhibitor can cover his participation risks at its own expense in accordance with this framework agreement (order form accessible through the online service tool). All cases of theft and damage must be immediately reported to the police, the organizer and the insurance company at Messewache Ost (Security Office East at Entrance East) and thereafter registered in writing.

Exhibitors are strongly recommended to insure exhibits and take out sufficient exhibition insurance for the duration of the trade fair and the construction and dismantling periods. Stand security personnel may only be provided by the security agencies that have been commissioned for this purpose by the organizer.

6. As an exhibitor, you will be liable to the organizer and to third parties for any damage inflicted on the organizer or on third parties, provided that such damage is attributable to your culpable action or the culpable action of your personnel, your employees or any third party which you have appointed or any other third parties, whose services you are using for the purpose of fulfilling your obligations. In this regard, you must exempt the event organizer from all claims by third parties. It is necessary to observe strict compliance with the Technical Guidelines which will be handed over to you by the organizer, as well as with the information from the organizer's circular letters pertaining to questions on the preparation and implementation of the event.

7. The exhibitor shall irrevocably indemnify the organizer from all claims by third parties insofar as these are based on the exhibitor's presentation, the design of the exhibitor's stand, the products presented at the exhibitor's stand, or the intellectual content of these products violating the rights of third parties (in particular, but without being limited to, copyrights, the rights to names and images, trademark rights, competition rights and publicity rights) or other statutory provisions. This indemnity obligation encompasses all of the associated costs and expenses (in particular, but without being limited to, warning and legal costs as well as court fees).

#### IX Assertion of claims/period of limitation

 The exhibitor's claims against the organizer — of whatever type — must be submitted to the organizer in writing immediately or, at the very least, during the course of the event. The date on which the organizer receives the claim will be the sole criterion for determining if it has been received by the deadline. Claims which are received at a later date cannot be considered.

2. Their claims against the organizer arising from the contractual relationship as well as all other claims relating thereto, shall become statute-barred after 6 months. The limitation period shall commence at the end of the month, in which the closing date of the event falls. This does not apply to damage claims resulting from (i) loss of life, bodily injury or impaired health, (ii) Germany's Product Liability Act, (iii) essential contractual obligations and (iv) damages caused by the organizer's intentional or grossly negligent actions. The statutory periods of limitation apply in such cases.

This does not apply to damage claims resulting from (i) loss of life, bodily injury or impaired health, (ii) Germany's Product Liability Act, (iii) essential contractual obligations and (iv) damages caused by the organizer's intentional or grossly negligent actions. The statutory periods of limitation apply in such cases.

#### X Place of fulfilment/place of jurisdiction/applicable law

1. The place of fulfilment shall be the principal place of business of the organizer. The place of jurisdiction, also in a process involving documents, bills of exchange and cheques is, in so far as you are a businessman, legal entity of public law or a separate asset under public law, Cologne. The organizer shall also be entitled, at his option, to lodge his claims at the court of the place where you have your place of business or your branch.

2. All legal relationships between you and the organizer are subject to Federal German Law as well as to the German text.

#### XI Reservations / force majeure, cancellation of the event

1. As an exhibitor, you will be solely responsible for compliance with all the laws, guidelines, and other regulations which are in force in the host country, even if the content of the organizer's Conditions of Participation deviate from such regulations. You must obtain information promptly and comprehensively of the relevant regulations prevailing at the venue of the event, and obtain the required knowledge.

The organizer will not be liable for damages and other losses which could be incurred on your part as an exhibitor.

2. The organizer shall have the right to reschedule, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, in part or in whole, if such an action is required due to reasons for which he is not responsible or unforeseen events such as force majeure, e.g. natural disasters, wars, strikes, terrorist attacks or the breakdown or obstruction of traffic, supply and/ or communication links. The organizer shall immediately notify the exhibitor of such circumstances, provided he is not also prevented from doing so by force majeure. In such cases, the exhibitor has no claim to have the resulting damages recompensed.

3. In case the event is cancelled as a result of one of the cases mentioned in Clause 21, you, as an exhibitor, are obligated to cover an appropriate share of the costs incurred to prepare the event if the organizer requests you to do so. This share shall amount to no more than 50% of the agreed-upon user fee. The specific amount that each exhibitor has to bear is determined on the basis of the sum of all the costs that the organizer has already incurred, divided by the number of exhibitors and taking into account the size of the exhibition space that each exhibitor has booked.

4. If cases of force majeure prevent the organizer or its service partners from fulfilling some or all of their obligations, the organizer is released from its obligations until the force majeure ceases. The organizer shall immediately notify the exhibitor of such actions, provided the organizer is not prevented from doing so by force majeure as well. Strikes, lockouts, regulatory intervention and the impossibility of providing auxiliary materials such as electricity are considered to be the equivalent of force majeure, unless they are of short duration or caused by the organizer.

5. You shall have the right to rescind the contract, if you lose your interest in participating in the event because of one of the cases mentioned in Clause 2, and if you waive the reservation for the stand space allotted to you. Upon obtaining knowledge of the change, the rescission of the contract must be declared in a written statement and without undue delay. In case of the cancellation of an event, the organizer shall not be liable for damages and/or other losses which may be incurred on your part.

#### **XII Final provisions**

1. By signing the application form you recognize the organizer's Conditions of Participation (the General and Special Sections, the Technical Guidelines and all other regulations relating to the contractual relationship) as binding. The contractual relationship is subject solely to these stipulations. Divergent or supplementary terms from the exhibitor do not become part of the contract even if the organizer does not specifically object to them. This applies especially to diverging conditions of payment.

2. Should these provisions be partially legally invalid or contain gaps, this shall not effect the validity of the remaining provisions or the contract. In this event, the parties shall undertake to replace the invalid provision with such a provision or to fill the gap with such a provision, which comes closest to enabling the commercial purpose pursued by the parties to be fulfilled.

3. All alterations to the contract must be made in writing. The same shall also apply to any amendment or cancellation of the written-form clause itself.

#### **Data Protection Notice**



#### 1 Controller/Contact

The Controller as defined under the data protection laws is

Koelnmesse GmbH Messeplatz 1 50679 Cologne, Germany

Our Data Protection Officer can be contacted as follows: <u>datenschutz-km@koelnmesse.de</u>.

#### 2 Your rights as data subject

If your personal data are processed, you are a data subject as defined in the GDPR and you have the following rights with respect to the Controller:

#### **Right of objection**

You have the right to file an objection at any time against processing of your personal data, carried out on the basis of Art. 6 (1) lit. e or f GDPR, for reasons resulting from your particular situation. This also applies to any Profiling based on these provisions.

The Controller will then no longer process your personal data, unless he/ she can demonstrate compelling reasons for the processing warranting protection, and these prevail over your interests, rights and liberties, or if the processing is for the purpose of asserting, exercising or defence of legal entitlements.

If your personal data are processed in order to carry out direct advertising, you have a right to file an objection at any time against the processing of your personal data for the purpose of such advertising. This also applies to Profiling insofar as it is connected with such direct advertising.

If you object to processing for the purpose of direct advertising, your personal data will no longer be processed for these purposes.

In connection with the use of services of the information society and notwithstanding Directive 2002/58/EC, you have the possibility of exercising your right of objection via automated procedures that use technical specifications.

You can demand **information** on whether we process personal data concerning you. If such processing is carried out, you can demand further information on this processing, in particular the purposes, categories of personal data, recipients or the categories of recipients, planned storage duration etc.

#### You have a right to correction and/or completion of your data

You can demand the **restriction of the processing** of your personal data under certain circumstances: If the processing of your personal data has been restricted, these data — with the exception of their storage — can only be processed with your consent, or for the assertion, exercise or defence of legal entitlements, or to protect the rights of another natural or legal person, or for reasons of an important public interest on the part of the EU or a member state.

Under certain circumstances, you can demand the **erasure** of the personal data concerning you. If the Controller has made your personal data public and is obliged to erase them, he/she shall, with consideration for the available technology and implementation costs, take appropriate measures, including of a technical nature, to inform Controllers, responsible for the data processing and processing the personal data, that you, as data subject, have demanded that they delete all links to these personal data.

If you have asserted the right of rectification, erasure or restriction of processing with respect to the Controller, the latter is obliged to inform all recipients, to whom your personal data have been disclosed, of this

rectification or erasure of the data or of the restriction of processing, unless this proves to be impossible or involves disproportionate expense. You have a right with respect to the Controller to be **informed** of these recipients.

You have a right to **receive** your personal **data**, provided by you, in a structured, commonly-used and machine-readable format. You also have a right to insist that these data be transferred directly to another controller, insofar as this is technically possible. Liberties and rights of other persons must not be impaired as a result.

You have the right to **revoke** your data protection **declaration of consent** at any time. Revocation of the consent shall not affect the legality of the processing, carried out on the basis of the consent, up until the revocation. Within certain limits, you have the right not to be subjected to a decision, based exclusively on automated processing — including Profiling — that is legally effective against you or that significantly impairs you in a similar manner.

#### 3 Right to complain to a supervisory body

Notwithstanding any other administrative-law or judicial remedy, you have a right to complain to a supervisory authority, in particular in the member state of your residence, your place of work or the place of the suspected violation, if you are of the opinion that the processing of your personal data violates the GDPR.

The supervisory body with which the complaint has been filed, will inform the complainant of the status and the results of the complaint, including the possibility of a judicial remedy pursuant to Art. 78 GDPR.

#### 4 Information in the event of data collection via third parties

If we collect your personal data via third parties, this can involve the following categories of personal data: name, contact data as well as further information, for example concerning your responsibilities. If we do not receive these contact data directly from you, we receive them from the company for which you work and/or with which we are in contact. This can involve in particular an exhibitor or another cooperation partner with which we exchange services.

The possibility also exists of us receiving your contact data from commercial agents working for us.

#### 5 Purposes and legal basis of the processing

We process your data for contract initiation, execution and settlement. This concerns the purchase of tickets as well as the contractual relationship as exhibitor, if you are acting as a natural person, for example businessman, in this respect. The data processing can also be for the purpose of administering your participation in an event or competition.

The legal basis for the handling of your data is Art. 6 (1) lit. b) GDPR, if this handling concerns the contractual exchange of services with you.

We may possibly also process data on you even if you yourself are not a customer, but rather a contact person of a business or cooperation partner.

In this respect, the legal basis for the handling of your data is Art. 6 (1) lit. f) GDPR.

We also process data for other purposes that are in our interests, specifically in order to:

- provide you with product information concerning relevant services.
- carry out measures aimed at improving and developing services and products, so as to be able to approach you individually with customised offers and products.
- carry out market and opinion research, or have this carried out by market and opinion research institutes. This enables us to obtain an overview of the

transparency and quality of our products, services and communication, and to align or design these in the interests of our customers.

The legal basis for this handling of your data is Art. 6 (1) lit. f) GDPR as well as Art. 6 (1) lit. a) GDPR, provided you have issued consent. You can revoke any such consent at any time with effect for the future.

#### 6 Justified interest

If we use data within the framework of the above weighing-up of interests, our justified interest lies in enabling direct advertising (see Recital 47 GDPR), provided your privacy-law interests do not outweigh our advertising interests in each individual case.

If we use data in the context of contract initiation or fulfilment with a business or cooperation partner, our interest when handling your data lies in enabling and maintaining a dialogue with the respective business or cooperation partner, typically within the framework of a contractual or other relationship. If you act as contact person in this respect — typically in your function as employee of these companies — you typically have no opposing interest if this interaction with us is part of your work duties.

#### 7 Recipients of your data

If and insofar as you have issued us with corresponding consent, we shall forward your data within the limits of this consent.

We shall also forward your data to service providers who are bound by instructions and whose work supports the provision of our services for you, on our behalf and in accordance with our instructions. These can be IT service providers, print service providers, call centres if you call in, and similar service providers.

In individual cases we also forward your data to third parties who use the data on their own responsibility: finance and tax authorities, police and investigation authorities (given the existence of a legal basis), official registration bodies (if forwarding is prescribed by law), insurance companies, banks and lending institutions (payment processing), market partners, commercial agents, auditors, lawyers, accountants or similar third parties.

#### 8 Transfer of data to a third country

The transfer of data to third countries is planned if this is necessary for fulfilment of a contract, or if you issue us with express consent to forward the data to third parties.

If we transfer your data to service providers or group companies outside the European Economic Area (EEA), the transfer will only be made if the third country has been certified by the EU Commission as having an adequate level of data protection (Art. 45 (1) GDPR), or given the existence of other adequate data protection guarantees as defined in Art. 47 GDPR.

#### 9 Duration of the storage of your data

If we have received your data for the processing of the contractual relationship with you as ticket purchaser or as natural person, as exhibitor, or for the purpose of an advertising approach or for the processing of your participation in an event or competition, we shall store your data and shall erase these after the event or when the contractual relationship with you has ended, when all reciprocal claims have been fulfilled and if no other statutory retention obligations or statutory justifying reasons for the storage exist.

Retention obligations exist in particular under the German Commercial Code (HGB) and the German Tax Code (AO). If such obligations apply and concern documents with your data, we shall erase your data upon expiry of the statutory retention obligations. As a rule therefore ten years from the end of the year in which the contractual relationship with you has ended.

If we use your data in the context of the contract initiation or fulfilment with a

business or cooperation partner, we shall store your data and shall erase them as soon as these are no longer required, for example if our relationship with the business or cooperation partner ends, if you yourself no longer act as contact person or similar.

Retention obligations exist under the German Commercial Code (HGB) and the German Tax Code (AO). If such obligations apply and concern documents with your data, we shall erase your data upon expiry of the statutory retention obligations. As a rule therefore ten years from the end of the year in which the contractual relationship with the business or cooperation partner has ended.

#### 10 Necessity of providing your data

The provision of the data by you and the collection of the data by us for the processing of the contractual relationship with you as ticket purchaser or as natural person as exhibitor, is necessary for conclusion of the contract. Without the data we cannot conclude a contract with you or provide invoicable services.

The same applies in cases in which you wish to be approached by us for advertising purposes, or wish to participate in events or competitions.

If we collect your data in the context of contract initiation or fulfilment with a business or cooperation partner, the provision of the data is typically necessary for the contractual relationship with the company for which you work; we would be typically unable to provide services without the data.

#### 11 Automated decisions in individual cases or Profiling measures

No automated decision making or profiling takes place, neither for the creation and execution of the contractual relationship with you, nor for advertising approaches, nor for the processing of your participation in events or competitions.

(last amended 12 July 2018)

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