

# Special terms and conditions

## of Messe and Congress Centrum Halle Münsterland GmbH for the "Art and Antik - Messe Münster" 2019

### 1. General

#### 1.1 Name of the fair

The trade fair is called "Art & Antik - Messe Münster".

#### 1.2 General Terms and Conditions for Trade Fairs and Exhibitions

This rental agreement is based on the General Conditions for Trade Fairs and Exhibitions of the Trade Association of Trade Fairs and Exhibitions (FAMA e.V.). Insofar as other stipulations are made in the "Special Terms and Conditions for Trade Fairs and Exhibitions", these provisions shall apply, of which the exhibitor has expressly taken note.

#### 1.3 Organizer

Messe und Congress Centrum  
Halle Münsterland GmbH  
Albersloher Weg 32  
48155 Münster  
Telefon: 0251 / 66 00 - 363  
Telefax: 0251 / 66 00 - 469

#### 1.4 Exhibition planning

see under 1.3.

#### 1.5 Duration of the fair - Opening hours

The exhibition will be held from Wednesday, March 6, 2019 to Sunday, March 10, 2019. On Wednesday, 06/03/2019 a vernissage for invited visitors will take place from 17:00 to 21:00 o'clock. The opening hours are from Thursday, 07.03.2019 to Saturday, 09/03/2019 daily from 11:00 to 19:00 and Sunday, 10/03/2019 from 11:00 to 18:00.

### 2. Rent and costs

#### 2.1 Stand rental

The stand rental fee is stated in the registration form. Each started square meter is rounded up to the next half square meter. Pillars and beams are always included in the calculated stand area without any claim to reduction.

#### 2.2 AUMA-contribution

A contribution of € 0.30 per square metre of floor space in the halls will be charged to the AUMA (Association of the German Trade Fair Industry). These contributions are shown and paid separately. AUMA protects the diverse interests of the German economy in the field of exhibitions and trade fairs. Value added tax is charged additionally.

#### 2.3 Heating and ventilation flat rate

For the consumption of general electricity and water as well as heating and ventilation, we charge a pro-rata energy cost flat rate of 3.48 €/sqm exhibition space plus VAT.

#### 2.4 Power supply

For the installation of a standard 230V power supply we charge a mandatory fee of 89,- € plus VAT.

#### 2.5 Advertising material flat rate

The flat rate for advertising material will be charged with 470,- Euro plus VAT and is obligatory for every exhibitor. This also applies to co-exhibitors and each individual member of a community participation. The flat rate for advertising material includes the entry in the list of exhibitors as well as all advertising services provided by the organizer to promote the event. Entry in the list of exhibitors is guaranteed until 30/11/2018 if you register in writing.

#### 2.6 Co-exhibitor's charge

In the case of a co-exhibitor (see No. 7 of the General Trade Fair and Exhibition Conditions of the Trade Association for Trade Fairs and Exhibitions) the co-exhibitor fee is 450,- € plus VAT. In addition, the co-exhibitor must pay the advertising flat rate of € 470,- € plus VAT.

### 3. Stand equipment

The rear and side walls are covered with textile fabric. The exhibition area is carpeted.

The fascia elements have a height of 30 cm.

Additional wall surfaces, a cabin or other special constructions are not included in the stand rental fee, but can be ordered at an additional charge. Special structures can no longer be ordered on site. The Messe und Congress Centrum Halle Münsterland GmbH will provide a uniform stand signposting. The exhibitor is responsible for the correct stand construction. All

safety regulations on the part of the building inspectorate and the fire brigade and the other regulatory authorities must be strictly observed.

The range of goods on offer must be adapted to the size of the stand, overfilled booths will not be accepted.

The Messe und Congress Centrum Halle Münsterland can provide a so-called reserve storage facility. It is forbidden to "follow in", bring along exhibits that have not been judged.

### 4. Jury, catalogue of criteria

The list of criteria and any additions attached to the exhibits for the individual subject groups, which are brought to the attention of the exhibitors upon registration and which the exhibitors undertake to observe, serve as a yardstick for assessing the exhibits. The jury has the right to exclude exhibits that do not meet the criteria in its opinion - also in order to exclude the prize of the jury's error - from the exhibition or to make recommendations for future participation.

The Messe und Congress Centrum Halle Münsterland, which is otherwise entitled to housekeeping rights, may be commissioned to carry out this measure. The removal of individual exhibits or the closure of the entire stand does not entitle the exhibitor to a right of recovery in respect of the rent paid or to be paid.

### 5. Obligation to award prizes

Only the goods listed in the catalogue of criteria, duly registered in the application and approved by the exhibition management are admitted for sale, unless they have been rejected by the jury. Goods not admitted for sale may not be left on the stand or in the hall area. Decoration of any kind must be clearly recognisable as such and may not receive any price labelling. The exhibits must be marketable and their essential characteristics (age, origin, price incl. VAT) must be clearly marked for the buyer. For jewellery, a list in paper format with consecutive numbering is sufficient. The goods on display may only be sold in the name and for the account of the stand owner.

### 6. Terms of payment

#### 6.1. Stand rental - due date

The stand rent and ancillary services are due for payment 100% of the invoiced amount immediately after the invoice date without deduction.

#### 6.2. Default of payment

The punctual payment of stand rentals is a prerequisite for the purchase of space and the handing over of exhibitor passes. If the exhibitor is in default of payment despite two reminders, the organizer is entitled to dismiss from the contract. In this case, the exhibitor must also pay a cancellation fee (see No. 5) in accordance with the General Terms and Conditions of the FAMA.

### 7. Exhibition space

If more registrations are received than there is exhibition space available, registrations will be taken into account in the order in which they are received or space will be reduced in order to ensure the most comprehensive presentation possible.

### 8. Construction

Great importance is attached to an orderly stand design, which must fit into the overall picture of the exhibition. The build-up takes place on Monday, 04/03/2019 and Tuesday, 05/03/2019 in the time from 08:00-18:00 o'clock. The stand construction must be completed by Wednesday, 06/03/2019 at 11:00 am. At this stage, the walk areas are cleaned and all packaging materials removed.

Early build-up is possible on Sunday, 03/03/2019 by appointment from 09:00 am to 6:00 pm. A written application must be made in advance. The application must be submitted at least 14 days prior to the desired set-up date and must be sent to the following e-mail or fax number: bouillon@mcc-halle-muensterland.de or fax: 0251-6600469. 200,- € per day and stand will be charged for early installation. Please note that a guarding of the hall is only guaranteed from Monday, 04/03/2019 at 08:00 o'clock.

### 9. Dismantling

Exhibitors are obliged to dismantle their stand after the exhibition. Dismantling will take place on Sunday, 10/03/2019 from 18:00-24:00 and Monday, 11/03/2019 from 08:00-12:00. Storage of the stand material beyond this time is not possible due to subsequent events in these rooms. If material should nevertheless remain in the Messe und Congress Centrum Halle Münsterland, the exhibitor will be charged a storage fee. If a stand is not dismantled, the organizer shall be obliged to have it dismantled at the exhibitor's expense, excluding liability for loss and damage.

### 10. Accident prevention

The exhibitor is obligated to purchase the exhibited equipment, etc. at his own expense. Apply protective devices that comply with the accident prevention regulations of the employer's liability insurance association. The exhibitor shall be liable for any personal injury or damage to property caused by the operation of machines, apparatus, systems or similar equipment exhibited.

### 11. Fire protection and smoking ban

Fire extinguishers and information signs must not be covered and emergency exits must not be blocked or covered through exhibition stands or exhibits. Combustible materials of any kind may not be stored in the exhibition stand. The storage of packaging materials of any kind inside or behind the stands is not permitted for fire police reasons. In addition, smoking is prohibited in accordance with § 24 of the Technical Regulations for Trade Fairs and Exhibitions.

### 12. Guarding and cleaning

The general guarding, cleaning of the halls and the grounds are arranged by the exhibition management. The exhibitor is responsible for the guarding, cleaning and maintenance of the exhibition stand. The service providers of Messe und Congress Centrum Halle Münsterland GmbH are exclusively responsible for surveillance and cleaning.

**13. Insurance and liability**

The insurance of all objects on the exhibition stand and outside the stand against damage of any kind and the insurance for damage caused by third parties within the exhibition stands are the responsibility of the exhibitors. Exhibitor insurance is strongly recommended. The exhibitor is advised to take care of the supervision of his stand and his exhibits himself and to avert damage by appropriate insurance cover.

Insurance against fire, burglary, water and transportation is strongly recommended. The organizer is liable for the defects of the rented property, which cancels or reduces the suitability for the contractual use only, if it is to blame for the fault. In all other respects, the organizer shall only be liable for any damage to property and personal injury if he or his vicarious agent can be proven to have acted intentionally or with gross negligence.

**14. Verbal agreements**

All agreements, individual approvals and special regulations are only legally valid if they have been confirmed in writing by the exhibition management. Insofar as oral agreements have been made with the exhibition management or its employees at the exhibitors' instigation, it is the exhibitor's responsibility to confirm these in writing and in duplicate to the exhibition management. The appointment is only legally binding for the exhibition management when the signed copy is returned.

**15. Competent Court**

Place of performance and jurisdiction for both parties is Münster. The laws of the Federal Republic of Germany shall apply. The German text is binding

# List of criteria

## Art & Antik

### Fair Münster

1. Exhibitors participating in the Art & Antik Messe Münster at the Messe und Congress Centrum Halle Münsterland undertake to select their objects according to strict criteria.
2. In order to ensure a consistently high level of quality, they subject each object to the control of a jury of experts before the fair begins. The same applies to the objects that they are newly added to their stands during the course of the fair. These must be notified in advance at the trade fair office.
3. Each piece is clearly visible to the customer with the usual information about material, origin, time of origin and condition as well as the price.
4. Basically, every object should come from the period to which it belongs in style and history, i. e. that the pure copy of style, regardless of type, is excluded (except jewellery). Objects from the period of Historicism (1850 - 1900) are permitted only if they are unique and of outstanding quality. Art Nouveau and Art Deco are of course independent style groups. Other criteria also apply to folk art works and objects that can be attributed to it. The jury's judgement will decide on them, as well as on the areas of collection which are not included in the following list. This is also used in all special cases, for example when an item is younger than what is required here, but is considered worth collecting because of other characteristics.

#### Exhibition objects

- Art objects from antiquity (including prehistoric periods) up to the 21st century are allowed, as far as they correspond to chapter 97 of the customs tariff original term, to the collectibility as well as the following restrictions:
- 97.01** Paintings (e. g. oil paintings, watercolours, pastels) and Drawings, created entirely by hand.
- 97.02** Original cuts, engravings, etchings and stone prints.
- 97.03** Original products of sculpture.  
(Edition: max. 20 copies)
- 97.05** Collections of historical, archaeological or ethnological value. These include items suitable for inclusion in a public collection in the designated areas, which has been established according to scientific principles.
- 97.06** Antiques made before 1840.
- Without prejudice to the time limit, works of Art Nouveau and Art Deco are allowed. Exceptions require the decision of the jury.
  - Orden, Militaria, coins and medals as collector's items from before 1920's. A historical value can also be understood as an art and cultural-historical value.

#### Admission restrictions

- The overwhelming majority of all objects to be exhibited - in accordance with the Art & Antik Messe Münster - are said to have been created before 1840. Later objects - e. g. of the Historicism and the 1920s (Art Deco) - are only allowed if they are proven to be one-of-a-kind, show their own style and are of high quality; thus no mass or serial production.
- In the field of 20th century art, works of Classical Modernism are basically permitted.
- Original prints created after 1950 are permitted with a total circulation of 300 copies, ceramics up to 300 copies and sculptures up to 20 copies. These conditions should be verifiable wherever possible.

- Exceptions need to be decided by the jury. These must be registered with photo documentation no later than six weeks before the start of the trade fair. All types of copies and artificial epigonal characters are not allowed.
- Art of the 21st century is admitted after consultation with the jury.

#### Books

Antiquarian books of art and collector's value are permitted without time limit. Furthermore, bibliophiles and illustrated books are still allowed, especially if they belong to the graphic arts or are to be regarded as treasures.

#### Clocks

Only well preserved or well restored originals are allowed. Watches from the second half of the 19th century are only allowed if they comply with customs tariffs 9901, 9905 and 9906. Well restored means: the historical stock must be secured. The degree of restoration and repair (running guarantee) must be included in the description of the object.

#### Jewellery

- Only jewellery of good quality is allowed, which can be attributed to the period of its creation. Jewellery after 1950 must be of exceptional quality. Jewellery of folk art, such as iron jewellery, miniatures in decorative frames, traditional costume jewellery and the like, as well as costume jewellery until 1950, oriental pearls with authenticity certificate and Akoya cultured pearl jewellery until 1950.
- The jewellery must be labelled with a clear and legible short description of its essential characteristics such as: Sales price, time of origin, material or alloy, gemstone type, pearl type, etc., special features.
- Not labelled, i. e. undeclared jewellery will not be judged. This means that it is removed from the product range.
- The jewellery has to be well presented according to its meaning, i. e. for example: Ring trays equipped with more than 6 rings are not permitted.
- **Not permitted:** Serial jewellery, contemporary jewellery and copies of styles, assembled pieces of jewellery, so-called "mariages", jewellery that has been heavily restored, jewellery with inferior quality of precious stones, handcrafted inferior jewellery, cultured pearl necklaces and cultured pearl jewellery, gemstone necklaces, e. g. agates, garnets, junk-market presentation of jewellery.

#### Silver and other precious metals

- Silver and other precious metals are only permitted if they are original objects from the period up to 1850. Later objects must be collectibles according to Customs Tariff 9905. It must not be mass-produced.
- **Not permitted:** Copies according to older models, serial mass-produced goods, falsified objects, objects from the period between 1850 and 1940 with no unambiguous artistic value. Fabergé works and objects made in the manner of Fabergé are only permitted with a certificate issued for Fabergé experts.

#### Asiatica

Asiatica from East Asia are only allowed if they were created until 1850 - exceptions are permitted only with the agreement of the jury; they must be of very high artistic value.

Exceptions: Woodblock prints, paintings, netsukes, tsuba and lacquers. Folklore objects from high-culture countries must have been created before 1850.

Chinese ceramics made before the Ming period require a certificate of authenticity from Thermoluminescence.

## Painting, Watercolours, Bronze, Drawings

- Only artistically high-quality originals by renowned artists and works of art or cultural-historical significance are permitted without time limits. Works by anonymous artists without art and cultural-historical value are not permitted. All works must be synchronized with the current art movements.
- **Not allowed are:** In the case of contemporary art after 1950: Contemporary graphic works based on original artworks (workshop graphics). Contemporary art from Japan and China, prints and ceramics in editions of over 300 copies. Sculptures, especially bronzes, in editions of more than 20 copies. Steel engravings produced in long runs (especially dissolved books). Exceptions must be approved by the jury.

## Work of Historism

If they are independent works of art of particular importance and quality after 1850, they can be approved by the jury.

## Icons

- Greek and Balkan icons must have been created before 1900, Russian before 1917. Icons with metal oklad or riza must be completely painted underneath.
- The judging is always carried out according to the criteria applicable to paintings; only for the assessment of conservation and restoration are specific standards valid. Allowed are icons up to 1900 with written declaration of time and provenance.

## Toys

Old toys of cultural-historical interest are allowed until 1940, and objects of special quality made after 1940 can be approved by the jury (pre-registration required).

## Weapons

Only weapons that do not require a weapons licence.

## Glass

Industrial mass production even before 1900 is not permitted under any circumstances.

## Porcelain and fayences

Time limit 1860, Art Nouveau and Art Deco exceptions.

## Coins and Metals

Without time limit (as with graphics and sculptures).

## Art of the 20th and 21st century

- The art of the 20th and 21st century is allowed. This includes works worthy of collection (i. e. suitable for inclusion in public collections) by contemporary artists. Works that have only just been created require registration by the exhibitor with the exhibition management by means of a list with a description. This must be submitted six weeks before the start of the fair.
- Works of sculpture are permitted up to a total print run of 20 copies, ceramic works up to a print run of 150 copies. The number of copies must be verified. In the case of bronze, in addition to the model's time of origin, the casting time and the run length must also be verified.
- Graphics of the 20th and 21st centuries that meet the claim of originality. The definition of originality is based on the definition of the European Union's customs tariff.

The jury may deviate from this definition in well-founded exceptional cases, each of which must be set out in writing. Reproduction graphics based on original artwork and graphics which have been taken from book editions published after 1950 are expressly not permitted (single-partition prohibition). Graphics created after 1950 may not exceed a total print run of 300 copies.

## Furniture and other Furnishings

- Furniture created before 1850, including the classic Biedermeier style, but English furniture is only allowed up to and including Regency.
- The exhibits exhibited must be in a condition worthy of being exhibited.
- Exception: Historic furniture of outstanding quality, the jury decides on its fair worthiness.
- Art nouveau and Art Deco furniture is permitted if a design can be proven.
- Watches whose artistic meaning lies solely in the case may contain non-original movements, but these must be from the time of their creation

### Not allowed:

- furniture replicas (i. e. copies of style) are not permitted regardless of their age. Examples: So-called "Dresdner Barockmöbel" from the middle of the 19th century, French furniture of the 19th century, which was worked in the style of the 18th century, Dutch furniture of the 19th century, which was worked in the style of the baroque.
- pickled furniture.
- supplemented versions must be declared. Incomplete furniture (e. g. upper or lower part missing).
- Furniture that does not belong together (e. g. the upper part does not belong to the lower part).
- Converted and converted furniture (e. g. subsequent glazing of filling doors). Complementary furniture (e. g. renewal of all drawers, bridges, entire panels, doors or sides, re-veneering of entire parts). If the furniture is of outstanding importance, the jury may grant an exception upon request. Additions must be clearly declared!
- Strongly embellished furniture (e. g. upgraded, originally non-existent fittings)
- Subsequent inlay or metal inserts.
- Pilasters added later.
- Furniture whose surfaces have been treated with hard brushes, caustic soda or similar materials that significantly change the colour and structure of the wood.
- If the furniture is of outstanding importance, the jury may grant an exemption on request.

## Carpets, textiles

Oriental carpets must have been made before 1900. Exceptions apply to nomadic carpets and textiles, insofar as they are collector's items. These can also come from the 20th century.

## Wiener Bronzen

- Only original castings until 1920 are allowed.
- The bronzes must be stamped (company hallmark). Older impressions without a signature or castings, the hallmarks of which are also poured, are not permitted.
- Each bronze has to be declared (details of the company/foundry and time allocation).
- Reference should be made to relevant specialist literature

## Photography of the 20<sup>th</sup> and 21<sup>st</sup> century

- Only vintages proofs, i. e. prints supervised by the photographer himself and made at the same time as the subject is photographed, are permitted.
- Photographs are permitted up to a total print run of 50 copies.
- The photographs must be numbered and signed by the artist. Dating is common.
- Only prints on baryte paper or silver gelatine paper, polyethylene paper, in pigment printing are permitted.

#### Photographs of previous centuries

- The artist or photographer must be known.
- Prints on baryte paper or silver gelatine paper or earlier special paper are permitted.
- There is a prohibition of singling for photo folders.

#### Design

- The exhibiting objects must be designed by recognised artists.
- The objects must have been produced near the design.
- The object description must include the artist's name and the design & manufacturing date.
- Objects are allowed until 1960.

#### THE FOLLOWING CONDITIONS APPLY TO INDIVIDUAL SUBJECT AREAS:

##### Antiquity

Excavated objects must not be embellished or falsified by excessive restoration. Restorations must be declared. Antique copies made of bronze or plaster after 1880 are not permitted. Later ones must be temporally close to the original's time of discovery (example: The sculpture of the narcissus was not found until 1852).

##### Asiatica

- For Chinese objects, the time limit of 1850 (end of TaoKuang) applies for admission. Chinese "Mark and Period" - porcelain until 1916 (Hunghsia period).
- Time limit for the admission of Southeast and Central Asian and Indian art until 1850, provided that the work is typical of the time.
- Japanese art is allowed up to and including the Meiji period.

#### Books and autographs

Deliverable works are generally excluded. Incomplete books will only be accepted if they are important objects and if reference is made to the missing parts. Non-contemporary colorations must be pointed out.

#### Ivory and other materials which are subject to species protection

Must be freely tradable in accordance with the provisions of the 1997 Washington Convention on International Trade in Endangered Species of Wild Fauna and Flora - or CITES approvals must be available for the individual objects and handed over to the buyer.

These must also be submitted to the jury. Objects that do not meet these criteria are not allowed.

#### SELLING ARRANGEMENT

All exhibited works of art must be negotiable and described with their essential characteristics. A brief description must be attached to each exhibit (declaration requirement). Objects up to 15.000,00 EURO should be marked with a price, smallest objects should be marked with an available price list. The sale of exhibited items and reservations are only possible after the opening of the fair. The premature admission of customers, in particular by passing on trade fair passes, is expressly prohibited.

Failure to do so will result in immediate exclusion from the trade fair. Claims for compensation do not exist.

**In principle, the jury has an exceptional right, i. e. exhibits which do not meet the above-mentioned criteria, but which are considered to be rare and have a pronounced collector's value, can be admitted. The jury will decide on undefined areas.**

### Scope of application

Messe und Congress Centrum Halle Münsterland GmbH has issued these safety regulations for trade fairs and exhibitions with the aim of making it possible for the event to be held successfully and safely for all participants. The Technical Regulations are based on legal and official requirements, and they are binding minimum standards for all exhibitors. Compliance with the regulations is monitored by the employees of Messe und Congress Centrum Halle Münsterland, and by the organiser and commissioned third parties.

The commissioning of an exhibition stand may be totally or partially forbidden in the interests of all the event participants if safety defects that have been ascertained have not been rectified by the time when the event begins.

**1. Set-up and disassembly operations:** All the set-up and disassembly operations may only be carried out in accordance with the applicable occupational health and safety and trade law provisions as well as the legal provisions relating to places of assembly. The exhibitor and the service companies commissioned by it are responsible for adherence to the regulations. The exhibitor and the service companies commissioned by it must ensure that during their set-up and disassembly operations no mutual hazard arises in relation to other exhibitors and their service companies. If necessary, they must appoint a coordinator who will coordinate the works. In the event of breaches of the legal provisions, the suspension of the works may be ordered by the organiser, by Messe und Congress Centrum Halle Münsterland, or by the responsible authorities.

**2. Fire brigade access zones:** The necessary access routes and movement areas for the fire brigade which are marked by no-parking/no-stopping signs must be kept clear at all times. Vehicles and objects which are parked in the emergency escape routes and safety zones will be removed at the owner's risk and expense.

**3. Safety equipment:** Fire alarms, water hydrants, fire extinguishers and fire-fighting supply pipes, smoke dampers, trigger points of the smoke extraction units, smoke alarms, telephones, telephone distribution boards and air intakes and outlets for the heating and ventilation system and their locating signs as well as the green emergency exit signs must be accessible and visible at all times; they must not be obstructed, covered up, or otherwise rendered unrecognisable.

**4. Exits and exhibition hall gangways** are escape routes, and they must be kept clear at all times. Doors within escape routes must be able to be fully opened with ease from the inside. Escape routes, exit doors and emergency exits as well as their markings must not be obstructed, covered up or otherwise rendered unrecognisable. Corridors must not at any time be constricted by objects that have been placed in the corridor or which project into it. In an emergency all the corridors serve as escape routes.

**5. Use of vehicles in the premises:** It is strictly forbidden to use a car, lorry or gas-powered forklift truck in the premises. Approvals for such use are granted by Messe und Congress Centrum Halle Münsterland only in specific cases.

**6. Stand area:** The stand area stated in the stand confirmation is marked out by the event organiser at the exhibitor's request. The stands must be built within this area. The exhibitor must anticipate minor discrepancies in relation to the stand dimensions. These may result, among other possible reasons, from the differing thicknesses of the partition walls. Pillars, wall projections, partitions, distribution boxes, fire extinguishing equipment and other technical equipment are components of the assigned stand areas. Therefore only the local site survey is valid for the location, position and dimensions of the rented area, and for any fittings in it. It is not possible to bring any claims against the organiser and/or Messe und Congress Centrum Halle Münsterland due to any discrepancies from the stand confirmation.

**7. Stand safety:** Exhibition stands including equipment and exhibits and advertising media must be set up sufficiently securely to ensure that they do not present a risk of fatal or other injury, or a safety or public order hazard. The exhibitor is responsible for the structural safety of the stand, and may be required to prove its safety. In relation to the stand safety requirements, please also refer to the current applicable version of the state building regulations and of the North Rhine-Westphalia Places of Assembly Ordinance (Versammlungsstättenverordnung).

**8. Exhibition stands and special structures which require approval:** All multi-storey exhibition stands, mobile stands, special structures and special constructions must be submitted to the organiser for approval. For trade fair stands which are over 4 m high, a structural stability certificate must be provided. As a rule, a test log or a verified structural engineering calculation must be submitted for the structure.

**9. Vehicles and containers** may be exhibited in the public areas only if this has been approved by Messe und Congress Centrum Halle Münsterland. If it is technically possible and if its design allows this to be done, the battery must be disconnected. The fuel tank must be drained as well as it can be, and it must be sealed off. Depending on the event and the exhibition site, further safety measures may be necessary, such as the inerting of the fuel tanks and/or the arranging of security guarding. In the case of vehicles with alternative means of propulsion, e.g. electric or hybrid drive systems, the drive batteries must be disconnected from the drive via the safety clamp connector (main switch). In the case of gas-powered vehicles, the pressure vessel must be emptied.

**10. Stand construction materials:** Highly flammable materials, or materials which produce flaming droplets or toxic gases, must not be used in the construction of the stand. For safety reasons, special requirements may be applied in specific cases to supporting parts of the construction. It is essential to observe and comply with DIN 4102 (German standard for fire behaviour of building materials and building components), or EN 13501-1.

**11. Carpets:** Carpets or other decorative materials which are laid by the hirer directly on the floor of the exhibition hall must be laid so that no slipping, tripping or falling hazard arises for people in such areas. Carpets and other floor coverings must be laid so that they will not cause any accidents, and they must not project beyond the edges of the stand. Adhesive markings, carpet-affixing devices and similar items may be affixed only with special carpet laying tape that can be removed without leaving any residues. Self-adhesive carpet tiles are not permitted. All the materials that are used must be removed without leaving any residues. The same applies to substances such as oils, greases, dyes and the like. The floors of the hall must not be painted.

**12. Flooring, protection of parquet flooring:** Anchoring and attachment points in the flooring are not permitted. The setting up on parquet flooring of objects which are damp or which emit liquids is forbidden. Any leaking liquid must be removed immediately. Refrigerators must be set up on a water-proof base.

**13. Glass and acrylic glass:** Only laminated safety glass may be used. The edges of panes of glass must be processed or protected so as to eliminate any injury hazard. All-glass components must be hazard-marked at eye level. For structures which are made of glass, the requirements set out in the "Technische Regeln für die Verwendung von absturzsichernden Verglasungen" ("Technical Rules for the Use of Glazing to Prevent Falls") (TRAV) must be met.

**14. Exits from reconfigured stands:** Stand areas which have a floor area of more than 100 m<sup>2</sup> or which are of a confusing design must have at least two separate exits/escape routes which are located opposite each other. The distance to walk from anywhere within a stand area to the hallway corridor must not exceed 20 m.

**15. Hand rails / fencing of raised platforms:** Areas which are accessible to the general public and which directly adjoin areas which are more than 0.20 m lower must be fenced off with a parapet.

**16. Nails, hooks, holes and the transporting of heavy loads:** It is forbidden to install bolts and anchoring devices or to make holes in hall floors, walls and ceilings. Heavy loads, lifting equipment and crates may only be transported in the premises on hand trucks or platform trucks which have rubber tyres. The causing of brake marks due to rubber abrasion must be avoided.

**17. Suspended ceilings / interference with the building structure:** Parts of the hall and technical equipment must not be subjected to loadings by stand structures or exhibits. Hall columns/supports may be built around within the stand area up to the permitted height provided that no damage is caused to them. Structures may only be suspended from the hall ceiling using the technical equipment that is provided for this purpose, and such work may only be undertaken by the specialist companies which are approved by Messe und Congress Centrum Halle Münsterland for this purpose.

**18. Electrical installations / water supply connections:** Connections to the existing supply network may only be made by the specialist companies which are approved by Messe und Congress Centrum Halle Münsterland and which are familiar with the trade fair premises. For corresponding works within the stand it is also recommended to use the specialist companies which are approved by Messe und Congress Centrum Halle Münsterland. The entire electrical installation within the exhibition stand must be installed in accordance with the latest safety rules of the Verband Deutscher Elektrotechniker (VDE). Particular attention should be paid to VDE 0100 and 0128, and to ICE 60364-7-711. The electrical devices used by exhibitors in the area of the stand must meet the respective applicable standards. Furthermore, the special conditions which can be downloaded via the corresponding form in the Service Catalogue also apply to water supply connections. If third parties are commissioned to connect up the exhibitor's own devices, the exhibitor is responsible for compliance with hygiene standards and the Drinking Water Ordinance (Trinkwasserverordnung) as from the handover point in the stand area.

- 19. Decorative materials:** Decorative materials must be classified as conforming to at least B1 under DIN 4102, or at least Class C according to EN 13501-1, i.e. fire-resistant. Only in the case of some of these materials may "fire-resistant" status subsequently be achieved through the use of a flame retardant. The flame retardants that are used must be officially approved. Confirmation of fire-resistance and/or of impregnation carried out according to the rules must be kept on the stands for inspection at any time.
- 20. Use of air balloons and flying objects:** The use in the halls and in the open-air area of air balloons and other flying objects that are filled with safety gas must be approved by Messe und Congress Centrum Halle Münsterland.
- 21. Trees and plants:** Decorations consisting of natural plants may be kept in the premises only for as long as they remain fresh. Bamboo, reeds, hay, straw, bark mulch, peat, trees without root-balls or similar materials do not satisfy the aforementioned requirements. The setting up of conifer trees is strictly forbidden due to the increased fire hazards (resin) that are associated with them. The fire brigade will decide on any exceptions.
- 22. Containers for waste and recyclable materials:** No containers for waste and recyclable materials which are made of combustible materials may be used/installed in the stands. Containers for waste and recyclable materials in the stands must be regularly emptied, at the latest every evening once the trade fair has closed. If large amounts of combustible waste accumulate, they must be removed several times a day.
- 23. Empty containers, packaging:** The storage of empty containers and packaging of any kind is forbidden in the stand as well as outside the stand in the hall. Empty containers and packaging must be removed without delay.
- 24. Smoking ban:** A smoking ban applies throughout all the halls, rooms and stands. The smoking ban must be adhered to and implemented by each exhibitor at its stand.
- 25. Ash trays:** If an express smoking ban does not apply in the hall, it must be ensured that an adequate number of ash-trays are provided which are made of non-combustible materials, and it must be ensured that they are regularly emptied.
- 26. Fire extinguishers:** We recommend providing suitable, tested fire extinguishers on the stand.
- 27. Pyrotechnics:** Pyrotechnical demonstrations must be officially approved and be notified to the organiser and to Messe und Congress Centrum Halle Münsterland.
- 28. Laser equipment: the operation of specific laser devices must be in compliance with the trade association rules** and must be notified to the responsible authority. The written appointment of a Laser Safety Officer for the operation of the laser equipment must be enclosed with the notification. Furthermore, the intended use must be notified to the event organiser.
- 29. Smoke machines:** Approval from Messe und Congress Centrum Halle Münsterland is required in order to use smoke machines so as to avoid accidental triggering of the fire alarm system.
- 30. Hot plates, spot lights, transformers:** As a special protection measure, any heat-generating electrical devices must be installed on non-combustible, heat-resistant, asbestos-free bases. Depending on the heat that is generated, it must be ensured that a sufficiently large distance from combustible materials is maintained. Lighting equipment must not be attached to decorations or similar objects. Please do not forget that electrical cooking devices and other equipment which cause hazards if operated without supervision must be switched off each day at the closing time of the event.
- 31. Advertising materials/ advertising:** Independent advertising campaigns outside one's own stand (e.g. the distribution of brochures, the affixing of advertising signs) are not permitted.
- 32. Acoustic and visual performances:** The operation of acoustic equipment and the use of audio-visual performances of any kind by the exhibitors requires the approval of the organiser and/or of Messe und Congress Centrum Halle Münsterland, and a request for approval must be submitted in writing. The noise level of musical performances must not exceed 60 dBA. In the event of repeated breaches of these rules, the electricity supply to the exhibitor's stand may be disconnected regardless of the effects on the stand as a whole. The exhibitor is not entitled to any compensation for the indirect or direct loss caused by the interruption of the electricity supply. The burden of proof for demonstrating compliance with the regulations is on the exhibitor.
- 33. Musical performances (GEMA):** According to the legal provisions (German Copyright Act), the permission of the "Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte" (GEMA) is required for musical performances of any kind. Musical performances which are not notified may result in compensation claims being made by GEMA.
- 34. Explosive materials / munitions:** Explosive materials are subject to the respective applicable version of the Sprengstoffgesetz (Explosives Act) and must not be used or exhibited at trade fairs or exhibitions.
- 35. Spray guns, nitrocellulose lacquer:** The use of spray guns and the use of nitrocellulose lacquers is forbidden.
- 36. Combustible liquids** and combustible gases must not be used or stored in the stands. The use of gas burners of any kind is forbidden.
- 37. Methylated spirits and mineral oils** (petrol, paraffin etc.) must not be used for cooking, heating or operational purposes.
- 38. Abrasive cutting operations, hot works and any works involving the use of a naked flame:** welding, cutting, soldering, abrasive cutting and other works involving the use of a naked flame, or which produce flying sparks, are forbidden. In exceptional cases subject to a written application and a description of the works, Messe und Congress Centrum Halle Münsterland may issue a hot-work permit which specifies specific safety requirements (permit for works which constitute a fire hazard).
- 39. CE marking of products:** Products which do not have a CE certificate of conformity and which do not fulfil the preconditions that are specified in the law on the provision of products in the marketplace (German Product Safety Act - ProdSG) may be exhibited only if a visible sign clearly states that they do not fulfil these conditions and that they can only be purchased within the European Union once the corresponding conformity has been achieved. In the case of a demonstration, the necessary precautions (cordonning off) must be taken for the protection of people (cf. § 3 paragraph 5 of the German Product Safety Act).
- 40. Changes to stand structures / special structures which do not comply with regulations:** Structures that have been brought in and installations, equipment and decorations (materials) in the hall which are not approved or which do not comply with these regulations or the VStättVO NRW (North Rhine- Westphalia Places of Assembly Ordinance) are not permitted to be set up in the Place of Assembly and must be removed or altered as necessary at the exhibitor's expense. This also applies to any substitute performance undertaken by the organiser. The partial or complete closure of a stand may be ordered for an important reason, in particular in the case of serious safety defects.
- 41. Disassembly of the exhibition stand:** Following disassembly, the exhibition areas must be restored to their original condition. The exhibitor is liable for any damage to the ceilings, the walls, the floor, and the fittings. Strips of adhesive must be completely removed. Any damage to the hall, its facilities or the outdoor facilities that is caused by exhibitors or by third parties commissioned by them must in each case be reported to Messe und Congress Centrum Halle Münsterland.
- 42. Rubbish disposal /separation:** If the exhibitor does not commission the organiser or Messe und Congress Centrum Halle Münsterland to undertake disposal, it is responsible for undertaking disposal at its own expense. Packaging materials and waste must not be stored in the hall during the event.

## 1. General

The following provisions shall govern the legal relationship between the organiser of an exhibition and the respective exhibitor. They can be supplemented by „Special Terms and Conditions for Exhibitions“ and the „House Rules“ valid for the respective exhibition. Any agreements deviating from the „General and Special Terms and Conditions for Exhibitions“ shall require the written form to become legally effective.

With his application, the applicant acknowledges these „General Terms and Conditions of the FAMA, Fachverband Messen und Ausstellungen e. V.“, the „Special Terms and Conditions for Exhibitions“ applying to the particular exhibition, and the „House Rules“ as binding upon himself and all persons employed by him at the exhibition. Any General Terms and Conditions of the exhibitor that are conflicting with the above-mentioned conditions shall not become part of the contract, even if they are not expressly contradicted.

The organiser's remuneration shall comprise all main and subsidiary services rendered by the organiser for the exhibitor for the purpose of holding the event and shall discharge these. The remuneration for the main services can be gathered from the application and the „Special Terms and Conditions for Exhibitions“. The exhibitor shall be informed in advance, if so requested, of the costs of supply systems to be installed at his request and of other subsidiary services, e. g. gas, water, electric power supplies. The exhibitor's AUMA (German association for fairs and exhibitions) contribution shall be calculated net per rented square metre and shown separately on the invoice.

## 2. Application

The application for participation in the event shall be made using the validly signed application form. In case application is made using an on-line form, this form shall also be valid without signature by sending it to the organiser.

No conditions or reservations imposed by the exhibitor on the application form, for instance regarding the exact position of the exhibition stand or the exclusiveness within a product group, shall be permitted and these shall be considered irrelevant for the conclusion of the contract. They shall only develop legal effectiveness if they are confirmed in writing by the organiser before or at the time of contract conclusion.

The application shall constitute an offer of the exhibitor to which the exhibitor shall remain bound up to 8 days after the deadline specified in the „Special Terms and Conditions for Exhibitions“, but at the most up to 6 weeks prior to the opening date of the exhibition, unless admission has been granted in the meantime. If an application is received later or after the closing date for applications, the exhibitor shall be bound for a fortnight.

## 3. Admission / contract conclusion

The contract between the organiser and the exhibitor (contract of participation) shall be concluded with receipt of the confirmation of admission or the invoice at the exhibitor's either per letter, fax or per electronic transmission. The right to admit exhibitors and individual exhibits is incumbent solely on the organiser if necessary with the assistance of an exhibition advisory board or the exhibition committee. The organiser shall be entitled to limit the number of registered exhibits and to alter the amount of registered floor space if conceptually necessary. A change to the floor space may in particular be made to reach the specified minimum dimensions of the stand and apart from that shall have to give due consideration to the exhibitor's interests. The organiser may exclude individual exhibitors from the exhibition for legitimate reasons, such as lack of space. The organiser may restrict exhibition admission to particular exhibitor, supplier or visitor groups should this be required to serve the purpose of the exhibition. The exclusion of competing exhibitors may not be requested or confirmed.

Ordinary termination of the contract of participation shall be excluded; the right to extraordinary termination shall remain unaffected by this. The organiser shall in particular be entitled to termination of the contract of participation without notice for cause if the conditions for admission of the exhibitor subsequently cease to exist or are no longer met, as well as if despite two reminders, the exhibitor is in default of payment. In case of an extraordinary termination for which the exhibitor is responsible, he shall be obliged to pay a fee amounting to 25 % of the remuneration to cover any costs already incurred.

A release from the contract at the exhibitor's request is possible (see paragraph 5). However, the organiser shall not be obligated to grant the request.

If any justified objections or complaints in respect of the goods offered or the exhibitor's work approach arise, the organiser shall in the general interest be entitled and authorised to immediately take appropriate rectifying action. In such a case, the organiser can cancel existing contracts for subsequent exhibitions, because essential requirements on which these contracts are based are no longer given.

It is not permissible to exhibit second-hand goods or goods that have not been registered or approved.

## 4. Changes — Force majeure

Unforeseen events rendering the planned realisation of the exhibition impossible and for which the organiser is not responsible entitle the latter to

- a) Cancel the exhibition prior to its opening. If cancellation takes place more than 6 weeks but not more than 3 months prior to the opening date, 25% of the remuneration will be charged to cover costs. If cancellation takes place in the last 6 weeks prior to the opening date, the contribution towards expenses shall be raised to 50%. Furthermore, any expenses incurred at the exhibitor's request shall be paid as well. If the exhibition must be closed on account of force majeure or by an official order, the agreed remuneration and all the costs to be borne by the exhibitor are to be paid in full.

- b) Postpone the date of the exhibition. Exhibitors who can prove that the exhibition will then coincide with another exhibition for which the exhibitors already have a firm booking may be released from the contract in accordance with paragraph 5.

- c) Shorten the duration of the exhibition. Exhibitors are not entitled to be released from the contract. Nor will any reduction of the remuneration be allowed.

In all cases, the organiser shall make decisions of such serious nature in cooperation with the appointed committees or exhibition advisory boards and shall give notice as early as possible. Claims for damages shall be barred for both parties in all cases.

## 5. Release from the contract

Should the organiser exceptionally permit a release from the contract after binding registration or admission, 25% of the remuneration shall be charged as reimbursement of costs as well as any expenses incurred out of existing orders upon the request of the exhibitor. In this case, the exhibitor is expressly granted the right to prove that no or lesser damage has been caused to the organiser.

Application for release from the contract must be made in writing. It shall be deemed to be legally binding only if the organiser also gives his consent in writing. The organiser may make such release dependent on whether the allocated floor space can subsequently be put to other uses. Re-allocation of the floor space to another exhibitor then corresponds to a release from the contract for the original exhibitor, but the latter shall have to pay the difference between the effective remuneration and the remuneration actually achieved, plus any fees payable pursuant to paragraph 1.

If the floor space cannot be put to other uses, the organiser shall in the interest of the overall appearance of the event be entitled to move another exhibitor to the unoccupied stand or to fill the stand in some other manner. In this case, the released exhibitor shall not be entitled to claim any reduction in remuneration. Any costs incurred for decoration or for filling the unoccupied stand shall be borne by the released exhibitor.

## 6. Stand assignment

Stands shall be assigned by the organiser on the basis of aspects arising from the concept and theme of the exhibition. The date of receipt of the application shall be irrelevant. Special requests shall be taken into consideration where possible, but there is no legal obligation to do so. The exhibitor shall be notified in writing of the location of the stand. As a rule, notification hereof is given in connection with the admission

confirmation and hall and stand number. Complaints must be made in writing within 8 days of receipt of notification of the stand assignment. The exhibitor shall be obliged to accept a minimal reduction in assigned floor space, where this is required for technical reasons. The reduction may be a maximum of 10 cm in width and length respectively and does not entitle to a reduction of the remuneration. This does not apply for prefabricated stands or system stands that have been expressly registered as such. A stand may only be relocated for compelling reasons. The organiser shall be obliged to offer the respective exhibitor an as far as possible equivalent stand/floor space. In this case, the exhibitor shall be entitled to cancel the contract without mutual indemnification within two days after notification. The withdrawal shall be made in writing. The above provision does not apply to stands that are moved a few metres in the same hall. The organiser reserves the right to alter the location of entrances, exits, emergency exits and passages. The organiser shall be obliged to immediately notify exhibitors in writing of any alterations referring to the location, size or type of stand.

## 7. Assignment of the stand to a third party, sale on behalf of third parties, co-exhibitors

The exhibitor shall not be entitled to leave the stand assigned to him to third parties in whole or in part free or in return for payment or to swap it with another exhibitor without the organiser's written approval. The exhibitor shall act in his own name vis-à-vis visitors and shall not be entitled to accept orders on behalf of other companies.

Admission of a co-exhibitor shall only be permitted if this has been approved by the organiser in writing. The co-exhibitors shall have to designate a joint representative in their application. Any notices and explanations of the organiser to the designated representative shall be deemed to have been given to and received by all co-exhibitors. In case of the admission of co-exhibitors, all co-exhibitors shall be jointly and severally liable for the organiser's remuneration.

When orders from visitors are accepted, the order confirmation must contain the full contact details of the suppliers and of the exhibitor.

## 8. Terms of payment

50% of the remuneration to be paid to the organiser shall be paid within 30 days of invoice date, the remainder by 6 weeks prior to the opening date, unless otherwise agreed in writing or otherwise specified in the „Special Terms and Conditions for Exhibitions“. Invoices issued later than 6 weeks prior to the opening date shall be due immediately in full. After the due date, the organiser shall be entitled to charge default interest. This interest shall be based on the legal provisions of § 288 BGB (German Civil Code) and currently amounts to nine percentage points above the basic interest rate per year. The organiser reserves the right to provide evidence of higher damages caused by default. Following futile reminders, the organiser may at his own discretion and subsequent to corresponding notice dispose otherwise of stands that are not

paid in full. In this case, he may refuse the exhibitor the use of the stand and the issue of exhibitor passes.

The organiser holds a lessor lien in the exhibits brought to the exhibition for all unfulfilled obligations and resulting expenses. The organiser shall not be liable for accidental damage or loss of the pawned goods and has the right to sell such goods in the open market upon written notification thereof. It is assumed that the exhibitor is the sole proprietor of the goods brought to the exhibition.

#### **9. Design and outfitting of the stands**

For the entire duration of the exhibition, the name and address of the exhibitor shall be displayed at the stand in an easily recognizable form. The exhibitor shall be responsible for outfitting his stand within the scope of any instructions on the part of the organiser with regard to a standardised form of construction. The guidelines issued by the organiser must be heeded to ensure a good overall appearance. If the exhibitor sets up his own stand, he may be requested to submit to the organiser true-to-size drawings for approval prior to commencing work. The use of pre-fabricated and system stands shall be expressly stated in the application. The name of the firms commissioned to execute the design and construction work shall be submitted to the organiser. Stand boundaries may not be exceeded under any circumstances. Exceeding the prescribed installation height requires the express approval of the organiser. The organiser is authorized to request the removal or alteration of exhibition stands, the installation of which has not been approved or does not conform to exhibition requirements. Should the exhibitor fail to comply with this written request within 24 hours, the organiser shall be entitled to remove or alter the stand at the exhibitor's expense. If it is necessary to close the stand for the same reason, the exhibitor shall not be entitled to claim reimbursement of the remuneration.

#### **10. Advertising**

Advertising in any form whatsoever, particularly the distribution of printed advertising material and the addressing of visitors are permitted only within the stand. The use of loudspeaker systems, musical performances or film or slide projection and any kind of audio-visual media - even for advertising purposes - requires express approval by the organiser, and notice must be given well in advance. Demonstrations involving machines, acoustic equipment, projection equipment and modems, even for advertising purposes, may be restricted or prohibited even after permission has been granted if such demonstrations are considered a disruption of the general order of the exhibition. If the organiser operates a loudspeaker system, he reserves the right to make announcements.

#### **11. Construction**

The exhibitor shall be obliged to complete construction of the stand within the deadlines specified in the "Special Terms and Conditions for exhibitions". If construction has not been commenced at noon the day before the opening of the exhibition, the organiser has the right to dispose of the stand at his own discretion. The exhibitor shall be liable to the organiser for the agreed remuneration and in addition for any other expenses incurred. Under no circumstances shall the exhibitor be entitled to claims for damages. Complaints concerning the location, size or type of stand must be made in writing to the organiser before stand construction commences and no later than one day after the specified date of construction commencement. All materials used for construction must be flame resistant.

#### **12. Stand operation**

The exhibitor shall be obliged to outfit his stand with the registered exhibits for the duration of the exhibition, and, unless the stand has been expressly rented purely for representation purposes, the stand must be kept staffed by trained personnel at all times. The exhibitor shall be responsible for cleaning his stand and shall perform this work daily after the exhibition is closed. The organiser shall be responsible for cleaning the other parts of the premises, other parts of the halls and passages. The exhibitor shall be required to avoid and separate waste according to recyclable materials. Additional costs for sewage and refuse disposal shall be charged according to the "polluter-pays-principle".

All exhibitors shall be required to show due consideration vis-à-vis the organiser and the visitors during the course of the exhibition and during construction and dismantling of the former. The organiser shall be entitled to stipulate exact regulations in the "Special Terms and Conditions for exhibitions" and the "House Rules" to ensure mutual consideration is shown and to take adequate action to the point of extraordinary termination of the contract of participation, if - after prior written warning - an exhibitor persistently keeps on contravening against the instruction to show due consideration.

#### **13. Dismantling**

No stand may be vacated, in whole or part, prior to the closing of the exhibition. Exhibitors violating this provision shall be charged with a fine of 50% of the net remuneration. Further damage claims shall remain unaffected by this.

Exhibits may not be removed after termination of the exhibition if the exhibition management has asserted its lessor lien. The removal of exhibits despite notification shall be considered a violation of the lessor lien.

The exhibitor shall be liable for any damage to the floor, walls and materials made available to the exhibitor. The exhibition floor space used by the exhibitor shall be left in its original condition not later than the deadline specified to completely vacate this area. Any mounted materials, foundations, excavated areas and resulting damage are to be completely removed and/or repaired.

Otherwise the organiser shall be entitled to have this work carried out at the expense of the exhibitor.

Exhibition stands that are not dismantled by the specified deadline or exhibits left behind shall be removed at the expense of the exhibitor and shall be stored at the exhibition forwarding agent with no liability for loss or damage.

#### **14. Utilities**

General illumination shall be provided at the organiser's expense. If the exhibitor desires any connections, this shall be stated in the application. Installation and consumption shall be at the exhibitor's expense. In the case of ring cables, costs shall be shared on a pro rata basis.

All installation work up to the stand outlet may only be performed by firms approved by the organiser. These firms shall be commissioned to perform such work through the organiser's procurement and with his approval, and they shall present their statements for installation and consumption directly to the exhibitors in compliance with the price guidelines issued by the organiser.

Terminals and equipment that do not comply with the relevant regulations - in particular VDE regulations and regulations of the local public utilities - or the consumption of which is higher than reported, may be removed from the exhibition premises by the organiser at the exhibitor's expense or put out of order. The exhibitor shall be liable for any damage caused by the use of unregistered connections, or by installations that have not been executed by the installation firms approved by the organiser. The organiser shall not be liable for interruptions or fluctuations that may occur in the power, water, gas and air pressure supplies.

#### **15. Security**

The grounds and the halls shall be generally guarded by the organiser without liability for losses or damage. The exhibitor himself shall be responsible for supervising and guarding his stand, also during construction and dismantling periods. Special guards may be employed only with the organiser's consent.

#### **16. Liability**

The organiser, his employees and assistants shall not be liable for any damage resulting from slightly negligent violations of duty. This shall not apply to damage resulting from injury of life, body or health or violation of guarantees and shall also not apply to claims according to the Product Liability Act. In addition, the liability for the violation of duties, the performance of which facilitates the due performance of the contract in the first place and on the observance of which the exhibitor may regularly rely on (cardinal duty), shall remain unaffected. In the cases covered by this paragraph, the organiser shall be liable in accordance with the statutory provisions.

In case of violation of a cardinal duty, the organiser's liability shall be limited to the typically foreseeable damage with the exclusion of any liability for consequential damage.

#### **17. Insurance**

Exhibitors are strongly advised to insure their exhibits accordingly and to acquire liability insurance at their own expense.

#### **18. Photographs, drawings, films**

Professional photographs, drawings and films on the exhibition grounds may only be made by authorised companies or individuals.

#### **19. Domiciliary rights**

The organiser exercises the sole domiciliary rights on the exhibition premises for the duration of the event and can decree "House Rules". Exhibitors and their employees may enter the premises and the halls only one hour prior to the opening of the exhibition. They have to leave the exhibition halls and premises at the latest one hour after closing time. It is prohibited to remain on the premises overnight.

#### **20. Statute of limitations**

Exhibitors' claims against the organiser shall become time-barred within a period of one year, starting with the end of the month during which the last day of the exhibition was held.

Any claims of the exhibitors against the organiser shall have to be asserted in writing within a cut-off period of six months, starting with the end of the month during which the last day of the exhibition was held.

The regulations of the above two paragraphs shall not apply if the organiser, his employees or assistants can be charged with wilful intent or grossly negligent behaviour, or if the organiser's liability is based on the statutory provisions in accordance with paragraph 16.

#### **21. Place of Performance and Court of Jurisdiction**

The place of performance and the court of jurisdiction are at the domicile of the organiser, even in cases where claims are asserted by way of summons, unless otherwise provided in the "Special Terms and Conditions for Exhibitions".

Reprints of this publication or any parts thereof are not permitted.

As at June 2015