Joint company exhibition of the Federal Republic of Germany

analytica Vietnam - International Trade Fair for Laboratory Technology, Analysis, Biotechnology and Diagnostics
07. Oct. - 09. Oct. 2021, Ho Chi Minh City, Vietnam

made in Germany

IMAG GmbH
Am Messesee 2
81829 Munich
Germany

Organiser

Federal Ministry for Economic Affairs and Energy

In cooperation with

AUMA
Association of the German Trade Fair Industry

Realisation and exhibition management (implementation company within the meaning of the General Conditions of Participation)
IMAG GmbH
http://www.imag.de
Phone: +49 89 552912-0

IMAG fairs around the world

Project manager:
Nicola Hinterstocker
nicola.hinterstocker@imag.de
Phone: +49 89 552912-125
Fax: +49 89 552912-350

Registration

Closing date for registrations: 7. June 2021

We hereby register as participants at the above-mentioned participation.
Please note: Sub-exhibitors have to be registered separately.

1. Participant

Company name: _____
Street: _____
Postcode & town: _____
Federal state: _____
VAT ID: _____

Contact partner: _____
Phone: _____
Fax: _____
E-Mail: _____

2. Required exhibition space

All amounts indicated below are subject, where applicable, to statutory German and to statutory foreign taxation

2.1. Square meter

2.1.1. Participation up to and including the 4th time:

- ___ **m²** hall space **incl. stand construction 120 €/m²** (up to 100 m², minimum area 9 m²)
- ___ **m²** hall space **without stand construction 105 €/m²** (up to 100 m², minimum area 50 m²)

2.1.2. Participation for the 5th time or more:

- ___ **m²** hall space **incl. stand construction 235 €/m²** (up to 100 m², minimum area 9 m²)
- ___ **m²** hall space **without stand construction 220 €/m²** (up to 100 m², minimum area 50 m²)

2.1.3. Participation fee for space more than 100 sq.m. in the hall as well as for exhibitors, which cannot sign the attached declaration regarding double-funding respectively participation of the public sector (public authorities or public companies):

- ___ **m²** hall space **incl. stand construction 450 €/m²** (minimum area 9 m²)
- ___ **m²** hall space **without stand construction 290 €/m²** (minimum area 50 m²)

3. Mandatory Fee/s (do not depend on number of participations)

- Communication Fee: **390 € / exhibition company**

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4. Connections (do not depend on number of participations)

- ☐ An electricity connection (subject to charge) will be required
- ☐ A water connection (subject to charge) will be required

5. Exhibition goods (At information stand: product range)

	Dimensions	Weight
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____

We have noted and acknowledged the General and Special Conditions of Participation. We undertake only to exhibit products which are produced according to No. 8 of the General Conditions for Participations of the Federal Republic of Germany at trade fairs and exhibitions abroad. We have completed and enclosed the registration appendices. We agree to the computer-aided recording, storage, and forwarding of company details to third parties. We declare, that insolvency proceedings have not been filed or opened for our assets or that we have not issued or are obliged to make a statutory declartion in accordance with sec. 802c Civil Code of Civil Procedure (ZPO) or sec. 384 of the German Tax Code (AO) 1977.

_____

Place, date **Company stamp & legally binding signature**

Enclosures:
- Appendix to registration form: Special Conditions of Participation
- Appendix to registration form: General Conditions of Participation
- Appendix to registration form: Declaration regarding double-funding respectively participation of the public sector (public authorities or public companies)
- Appendix to registration form: Confirmation of number of participations at this exhibition
- Appendix to registration form: Alternative address for invoices
- Confirmation of assumption of costs
- Application of a sub-exhibitor by the main-exhibitor

Appendix to registration form

(Mandatory: please return with the registration form)

Exhibitor

Company:
Street:
ZipCode, Town:
Federal state:

Managing Director: _____
Commercial Reg.-No.: _____
District court: _____
Contact partner: _____

Declaration regarding double-funding respectively participation of the public sector (public authorities or public companies)

With our registration for the official joint company exhibition at the

analytica Vietnam - International Trade Fair for Laboratory Technology, Analysis, Biotechnology and Diagnostics
07. Oct. - 09. Oct. 2021, Ho Chi Minh City, Vietnam

I hereby declare/we hereby declare, that I/we do not receive any institutional fundings granted/covered by public resources.

I hereby declare/we hereby declare, that I/we do not receive any further public support out of project fundings for the participation at this trade fair/exhibition.

I hereby declare/we hereby declare, that my/our company is not a federal, state or municipal authority, is neither a state development institution nor any other legal entity under public law.

I hereby declare/we hereby declare that my/our company is not directly or indirectly majority-owned by a religious community/communities or by a legal entity/entities under public law.

_____
Place, Date

Company stamp & legally binding signature

Joint company exhibition of the Federal Republic of Germany

analytica Vietnam - International Trade Fair for Laboratory Technology, Analysis, Biotechnology and Diagnostics
07. Oct. - 09. Oct. 2021, Ho Chi Minh City, Vietnam

Appendix to registration form

(Mandatory: please return with the registration form)

Exhibitor

Company:
Street:
ZipCode, Town:
Federal state:

Managing Director: _____
Commercial Reg.-No.: _____
District court: _____
Contact partner: _____

Confirmation

With our registration for the official joint company exhibition at the

analytica Vietnam - International Trade Fair for Laboratory Technology, Analysis, Biotechnology and Diagnostics
07. Oct. - 09. Oct. 2021, Ho Chi Minh City, Vietnam

we hereby confirm that, including our enclosed registration,

☐ we have not taken part in the official participation of the Federal Ministry for Economic Affairs and Energy (as exhibitor or sub-exhibitor) more than four times. *

☐ we are taking part for the fifth time or more in the official participation of the Federal Ministry for Economic Affairs and Energy (as exhibitor or sub-exhibitor). *

(* please check the appropriate box.)

We are aware that false information can result in exclusion from further official participations.

_____
Place, Date

Company stamp & legally binding signature

Alternative address for invoices

Exhibitor

Company:
Street:
ZipCode, Town:
Federal state:

Exhibition

analytica Vietnam - International Trade Fair for Laboratory Technology, Analysis, Biotechnology and Diagnostics
07. Oct. - 09. Oct. 2021, Ho Chi Minh City, Vietnam

Alternative address for invoices

Company: _____
Address: _____
ZipCode: _____
Postbox: _____
Postbox ZipCode: _____
Town: _____
Country: _____

Name: _____
Phone: _____
Fax: _____
E-Mail: _____

_____
Place, Date

Company stamp & legally binding signature

Joint company exhibition of the Federal Republic of Germany
Firmengemeinschaftsausstellung der Bundesrepublik Deutschland

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Organiser

Federal Ministry for Economic Affairs and Energy

In cooperation with

AUMA Association of the German Trade Fair Industry

Realisation and exhibition management
Durchführung / Ausstellungsleitung
IMAG GmbH
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IMAG fairs around the world

Project manager:
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Confirmation of assumption of costs regarding the above mentioned Joint company exhibition
Kostenübernahmeerklärung zur oben genannten Firmengemeinschaftsausstellung

1. Exhibitor / Aussteller

Company/Firma:
Street/Straße:
ZipCode, Town/PLZ, Ort:
Federal State/Bundesland:

ID No./Ident-Nr.: _____
Order No./Auftrags-Nr.: _____

We request you to enforce your claims resulting from our applications for the above event and from our participation in the said event against the debitor stated under 2, who is jointly and severally liable. We are aware that we will be released from our obligation to pay only upon complete settlement of your claims.

Wir bitten, Ihre Forderungen, die aus unserer Anmeldung zur obigen Veranstaltung und unserer Teilnahme an dieser entstehen, gegenüber dem unter Ziff. 2 aufgeführten, gesamtschuldnerisch haftenden Rechnungsempfänger geltend zu machen. Uns ist bekannt, dass wir erst nach vollständigem Ausgleich der Ihnen entstehenden Forderungen von unserer Verpflichtung zur Zahlung frei werden.

_____
Ort, Datum
Place, Date

Firmenstempel & rechtsverbindliche Unterschrift
Company stamp & legally binding signature

2. Debitor / Rechnungsempfänger

Company/Firma:
Address/Straße:
ZipCode/PLZ/:
Postbox/Postfach:
Postbox ZipCode/PPZ:
Town/Ort:
Country/Land:

Person in charge/zuständig:
Phone/Telefon:
Fax/Fax:
E-Mail/E-Mail:

I/We hereby declare that I/we by way of collateral promise assume joint and several liability for all claims which arise in favour of the creditor resulting from the participation or a possible cancellation of participation of the company stated under 1 in the above event.

Ich/wir erkläre(n) hiermit, dass ich/wir im Wege des Schuldbeitritts die gesamtschuldnerische Haftung für alle Forderungen übernehme(n), die dem Gläubiger aus der Teilnahme oder einer eventuellen Absage der Teilnahme des unter Ziff. 1 genannten Ausstellers an der obigen Veranstaltung entstehen.

_____
Ort, Datum
Place, Date

Firmenstempel & rechtsverbindliche Unterschrift
Company stamp & legally binding signature

Firmengemeinschaftsausstellung der Bundesrepublik Deutschland

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Veranstalter

Federal Ministry for Economic Affairs and Energy

In Kooperation mit

AUMA Association of the German Trade Fair Industry

Durchführung / Ausstellungsleitung (Durchführungsgesellschaft i.S.d. Allgemeinen Teilnahmebedingungen)

IMAG GmbH
http://www.imag.de
Tel.: +49 89 552912-0

Projektleiter(in):
Nicola Hinterstocker
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Tel.: +49 89 552912-125
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IMAG fairs around the world

Anmeldung eines Unterausstellers durch den A U S S T E L L E R

1. Aussteller / Exhibitor

Firma:	zuständig:
Straße:	Telefon:
PLZ Ort:	Fax:
Bundesland:	E-Mail:

2. Unteraussteller / Sub-exhibitor

Firma:	_____	zuständig:	_____
Straße:	_____	Telefon:	_____
PLZ Ort:	_____	Fax:	_____
Bundesland:	_____	E-Mail:	_____
Internet:	_____		

3. Pauschale für Unteraussteller

Die Pauschale für die Aufnahme eines Unterausstellers beträgt **EUR 500,00 / Unteraussteller.**

Aufnahme in den Internetauftritt und in die Broschüre der Firmengemeinschaftsausstellung wird gewünscht ☐ ja ☐ nein

Das Formular zur Datenerfassung wird ausgefüllt vom ☐ Hauptaussteller ☐ Unteraussteller

Nach Erhalt der unterzeichneten Mitausstelleranmeldung wird dem Aussteller das Formular zur Datenerfassung wie oben angegeben zugesandt.

4. Zusätzliche obligatorische Gebühren des Veranstalters der Messe für Unteraussteller

- Registrierungsgebühr Unteraussteller: **390 € / Unteraussteller**

5. Ausstellungsgüter (Unteraussteller)

	Abmessungen/Dimension	Gewicht/Weight
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Anerkennung der Teilnahmebedingungen

Ich/Wir bestätigen hiermit rechtsverbindlich, dass wir die Allgemeinen und Besonderen Teilnahmebedingungen für Beteiligungen des Bundes an Messen und Ausstellungen im Ausland anerkennen.

_____ **Ort, Datum** **Firmenstempel und Unterschrift des Unterausstellers**

_____ **Ort, Datum** **Firmenstempel und Unterschrift des Ausstellers**

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Application of a sub-exhibitor by the E X H I B I T O R

1. Aussteller / Exhibitor

Company:
Address:
ZipCode Town:
Bundesland/Country:

Person in charge:
Phone:
Fax:
E-Mail:

2. Unteraussteller / Sub-exhibitor

Company: _____
Address: _____
ZipCode Town: _____
Bundesland/Country: _____
Internet: _____

Person in charge: _____
Phone: _____
Fax: _____
E-Mail: _____

3. Fee for sub-exhibitors

For registration of a sub-exhibitor a registration fee of **EUR 500,00 / sub-exhibitor** will be due.

Admission to the internet presence and brochure to the German joint stand is requested ☐ yes ☐ no

The data collection form will be filled in by ☐ the main-exhibitor ☐ the sub-exihibitor

As soon as we have received the application for co-exhibitors we will send you the data collection form as stated above.

4. Additional mandatory fee/s for a sub-exhibitor charged by the organizer of the trade fair

• Registration fee sub-exhibitors: **390 € / sub-exhibitor**

5. Exhibits (Sub-exhibitor)

	Abmessungen/Dimension	Gewicht/Weight
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Confirmation of the Terms of Conditions

I/We accept the General and Special Conditions of Participation of the Federal Republic of Germany at trade fairs and exhibitions abroad.

_____
Place, Date

Company stamp and signature of the sub-exhibitor

_____
Place, Date

Company stamp and signature of the exhibitor

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Realisation and exhibition management (implementation company within the meaning of the General Conditions of Participation)

fairs around the world

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Special Conditions of Participation

as supplement to the General Conditions of Participation of the Federal Republic of Germany at trade fairs and exhibitions abroad

1. Closing date for registrations

7. June 2021

It is pointed out that, on principle, the participation can only be conducted, should the **minimum participation of 10 companies** be reached. Registrations submitted after the closing date for registrations will not be considered.

2. Minimum stand space

Square meter

• Hall space including stand construction	9 m²
• Hall space without stand construction	50 m²

3. Participation fee/s

The participation fees quoted are subject, where applicable, to statutory German value-added tax and to statutory foreign taxation
(e.g. VAT, sales tax) levied on services provided to the exhibitor by the implementation company. The participation fees according to No. 3.1.1. and No. 3.1.2. only cover a part of the total costs of services according to No. 5.

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3.1. Square meter

3.1.1. Participation fee/s for companies taking part in this official participation of the Federal Ministry for Economic Affairs and Energy in **2021** up to and including the **4th time:**

- **EURO 120/m²** in the hall including stand construction up to 100 m²
- **EURO 105/m²** in the hall without stand construction up to 100 m²

3.1.2. Participation fee/s for companies taking part in this official participation of the Federal Ministry for Economic Affairs and Energy in **2021** for the **5th time or more:**

- **EURO 235/m²** in the hall including stand construction up to 100 m²
- **EURO 220/m²** in the hall without stand construction up to 100 m²

3.1.3. Participation fee/s for stand space exceeding 100 m² in the hall as well as for exhibitors, that cannot sign the attached declaration regarding double-funding respectively participation of the public sector (public authorities or public companies):

- **EURO 450/m²** in the hall including stand construction
- **EURO 290/m²** in the hall without stand construction

3.1.4. Sub-Exhibitor

A fixed amount of **500,00 Euro** is charged for each sub-exhibitor at the joint company exhibition

Additional mandatory fee/s for a sub-exhibitor charged by the organizer of the trade fair
- Registration fee sub-exhibitors: 390 € / sub-exhibitor

4. Mandatory Fee/s

The organizer of the trade fair charges mandatory fee/s as follows:

- Communication Fee: **390 € / exhibition company**

Fees are subject, where applicable, to statutory German value-added tax and to statutory foreign taxation, (e.g. VAT, sales tax etc.), payable to the implementation company by the exhibitor.

5. Services

The payment of the participation fee/s according to No. 3 includes the following services:

5.1. Company-specific services

All materials and facilities shall be at the disposal of the exhibitor, on a rental basis, only for the duration of the event, and may in no way be damaged or modified. Damaged or modified components and devices shall be repaired or replaced at the expense of the exhibitor.

5.1.1. Square meter

5.1.1.1. Hall space including stand construction

- Provision of stand space in the hall with the stand design bearing "made in Germany". Exhibitors are not allowed to obscure elements of the stand design for the complete duration of the exhibition. Ceiling suspensions are not permitted.
- Uniform stand lettering
- Back and dividing walls
- Furnishings: **1 table, 4 chairs, 1 sideboard (lockable), 1 counter unit (lockable), 1 coat rack, 1 waste paper basket**
- Uniform floor covering on the stand
- General stand lighting
- Electricity: Supply voltage: • **220V** •
  - one socket (max. capacity 2 kW; without distribution/switching panel)
  NB: Costs for additional electricity supply to the stand (for both light and power current) from the nearest distribution point will be charged to the exhibitor, and will be invoiced on the basis of the kW registered by the exhibitor. Additional light and power current usage have to be paid by the exhibitor.

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5.1.1.2. Hall space without stand construction

- Provision of stand space in the hall for single storey stand constructions, including elements of stand design bearing "made in Germany" designated for stand areas in the hall, supplied by the implementation company. The elements of stand design have to be affixed in a clearly visible position.
- An exhibitor's own stand construction is subject to the construction guidelines of the trade fair organiser and the federal government and must be approved. The exhibitor is obliged to submit his stand construction concept for inspection to the implementation company immediately after the closing date for registrations has passed.

5.2. General services

- Technical and organisational support of exhibitors by the realisation company during preparation and realisation of the participation
- Setting up of an information stand with service arrangements / set-ups
- Entry into the website of the German participation or – if arranged – into the German participation directory (no liability shall be accepted for incorrect entries)
- Uniform setting design of the German participation in accordance with CI concept
- General lighting of the German participation
- Daily cleaning of the aisles within the German participation in the hall (cleaning of stand space, exhibits, and exhibit holders are the responsibility of the exhibitor)
- Accompanying measures: **Flyer in English, Website entry at www.german-pavilion.com**

5.2.1. Sub-exhibitors

- Use of the information stand of the German participation
- Accompanying measures corresponding to those for the exhibitors.

5.3. Waiver

Waiving individual company specific or general services shall not constitute a claim for a reduction of the participation fee. Under no circumstances may uniform design elements be foregone.

6. Payment conditions

Duty to 20 % of the participation fee, based on the area size requested (according to No. 3), as well as of mandatory fees (according to No. 4), shall begin upon submission of registration in writing. Payment of this amount is due upon receipt of a corresponding invoice for payment in advance. On admission, payment shall be due of the outstanding amount, immediately upon receipt of the final invoice.

Costs related to the participation of a sub-exhibitor according to No. 3.1.4. and 4 shall be due with his admission. The corresponding amount has to be paid by the exhibitor to the implementation company.

7. Company data

The exhibitor's personal data are processed by the implementation company for the purposes of contract execution and forwarded to third parties (for example, architects, agencies, freight forwarders, trade fair organisers, etc.). The implementation company also transmits the data to federal authorities (e.g. Federal Ministry for Economic Affairs and Energy, Federal Ministry of Food and Agriculture, Federal Office for Economic Affairs and Export Control), the Association of the German Trade Fair Industry (AUMA), to AUMA in particular for information about and for the evaluation of the foreign trade fair programme also by commissioned third parties as well as to the operator of the internet portal www.german-pavilion.com. Federal authorities may pass personal data on to members of the German Bundestag, to other public funding agencies and for statistical purposes and for evaluation to commissioned institutions. The personal data can also be passed on if required by the Bundesrechnungshof. Further information on data protection can be found on the homepage of the implementation company http://www.imag.de.

IMAG GmbH **Munich, 19. November 2020**

General Conditions for Participations of the Federal Republic of Germany at trade fairs and exhibitions abroad (GCP)

1. Organisers

The organisers of joint-company exhibitions within the scope of official participation of the Federal Republic of Germany at trade fairs and exhibitions abroad are the Federal Ministry for Economics Affairs and Energy (BMWi) in cooperation with the Association of the German Trade Fair Industry (AUMA), as well as the Federal Ministry of Food and Agriculture (BMEL).

2. Trade fair implementation company

The technical and organisational implementation of official participations is handled by trade fair implementation companies which, within the scope of these General Conditions of Participation (GCP) and the Special Conditions of Participation (SCP), act on their own behalf.

3. Eligibility to participate

Companies from the Federal Republic of Germany, as well as their foreign branches and agencies, are eligible to participate at joint-company exhibitions.

Industry associations and the implementation company of the respective participation, travel agencies and shipping companies shall not be taken into consideration in reaching a minimum number of participants, however they shall be permitted to participate.

4. Conclusion of contract

4.01 Registration to participate may take place only following the receipt, prior to the closing date, of a completed and signed registration form, including attachments, and of advance payment to the implementation company. Registration shall be binding regardless of the admission for the exhibitor. No conditions and exceptions shall be permitted with the registration and these shall be regarded as not having been submitted.

4.02 The receipt of registration shall be confirmed in writing by the implementation company. The registration and confirmation of receipt shall not constitute a claim for admission, or for a specific size or location of the stand.

4.03 On condition that the company fulfills the necessary requirements according to Sections 3 and 8.01 of the GCP and that a minimum number of participants has been reached, the exhibitor shall receive written confirmation of participation (admission) from the implementation company. The admission does not constitute a claim for a certain size or position of the booth. In this respect, the exhibitor grants the implementation company a right to specify the performance according to Section 315 BGB (German Civil Code). With the receipt of the admission, the contract between the exhibitor and the implementation company is concluded. If the content of the admission deviates from the content of the registration, the contract shall be concluded in accordance with the admission.

4.04 Allocation of exhibition space: The exhibitor receives a plan after approval of the stand showing the location and dimensions of the stand. If the allocated stand space deviates more than 20%, but at least more than three square meters, from the registration the exhibitor can revoke the contract. The exhibitor must revoke the contract no later than one week after receipt of the allocation of the stand space by the implementation company. The exhibitor can not assert claims for damages arising from the revocation.

4.05 Following admission of the exhibitor, the implementation company may assign exhibition space, other than that planned for in the admission, to the exhibitor, if this is necessary for preserving the overall image of the joint stand. In this case, the implementation company shall provide the exhibitor with an area which is substantially equivalent by location and size.

Should the implementation company be forced to move or alter individual stands, entrances, exits, or aisles, subsequent to admission, through circumstances beyond its control, such as directives from public authorities or instructions from the trade fair or exhibition management, no resulting claims may be asserted. If the exhibition space is reduced, the exhibitor shall be entitled to a proportional reimbursement of the price of participation. No claims for damages may be made. In the event of deviating measurements and a resulting marginal difference between specified and actual dimensions of the stand, this shall not constitute grounds for any claims on the part of the exhibitor.

4.06 Stands shall be handed over to the exhibitor or its commissioned agent following agreement with the implementation company prior to the start of the event.

4.07 After assignment of the exhibition space, the exhibitors will be informed by the implementation company by circulars about the preparation and implementation of the joint-company exhibition. Consequences arising from the non-observance of these circulars are the sole responsibility of the exhibitors.

4.08 In case of serious breaches of contract, the organizer reserves the right to exclude the exhibitor from future participations.

5. Sub-exhibitors

5.01 Stands are assigned only as a whole and only to one exhibitor. The use of the stand space by multiple companies is only permissible on joint-company presentations and only if all companies represented there beside the exhibitor, are notified to the implementation company as a sub-exhibitor and admitted by it. The admission of sub-exhibitors is likewise based on the criteria of these Conditions of Participation.

5.02 Companies represented on the exhibitor's stand space have to register as sub-exhibitors. Companies that are obliged to sign a joint consolidated financial statement with the exhibitor are deemed to be sub-exhibitors, if placed on a joint stand.

5.03 In all other respects, these terms and conditions apply to the sub-exhibitors, if applicable. Participation of sub-exhibitors is subject to charges. Also after admission of a sub-exhibitor privity of contract only exists between the implementation company and the exhibitor. Therefore the exhibitor is charged the costs associated with the participation of the sub-exhibitor. The exhibitor is liable for fault on the part of its sub-exhibitors to the same extent as for fault on its own part.

5.04 If the exhibitor admits another company without the approval of the implementation company, the implementation company is entitled to terminate the contract with the exhibitor without notice and to clear the stand space at the exhibitor's expense. Damage claims on the part of the exhibitor do not exist in this case.

6. Revocation / non-participation

6.01 The implementation company shall be entitled to withdraw from the contract,

- if bankruptcy proceedings are filed in respect of the exhibitor's assets. The exhibitor shall be obliged to immediately inform the implementation company of this,
- if admission is based on the wrong conditions or on incorrect information,
- if the conditions upon which admission is based cease to exist at a later date,
- if, despite a reminder and an extended deadline being set, the payment date is not adhered

The consequences are laid down in Section 6.02 of the GCP.

6.02 Should the exhibitor forgo the stand space allocated to it, it must

- pay the entire participation fee, insofar as the space cannot be rented out by the implementation company to another exhibitor,
- pay 20 % of the participation fee, a maximum, however, of EUR 500.00, insofar as the space can be rented out by the implementation company to another exhibitor, unless the exhibitor can furnish proof that no damage or considerably less damage has been caused.

This does not apply to the cases according to Section 4.04 of the GCP.

6.03 The revocation by the exhibitor or forgoing of the assigned stand space will only take effect upon receipt of the written declaration by the implementation company.

6.04 Stands, which have not been taken over by the exhibitor or its commissioned agent in accordance with the agreement, may be used for another purpose, without the exhibitor being able to assert claims above and beyond the rights included in Section 6 of the GCP.

7. Stand equipment, design, operating obligation and additional paid services

7.01 The equipment and design of stands, as far as they exceed the services of the participation organiser mentioned in the SCP, are the responsibility of each exhibitor. The building regulations valid at the event location, and the construction guidelines of the implementation company regarding the type of design apply.

It is not permitted to use a two-storey structure. The frame design elements "made in Germany" intended for halls without a stand construction may not be concealed.

7.02 The exhibitor is obliged to coordinate its design measures with the implementation company beforehand. A stand design which does not comply with the regulations made here, the building regulations applicable at the venue or the construction guidelines of the implementation company can be removed or modified by the implementation company at the expense of the exhibitor.

7.03 The exhibitor has a presence and operational obligation for its stand during the opening hours for the entire duration of the trade fair including the last day of the fair.

7.04 If the exhibitor has awarded the implementation company orders for chargeable services outside the framework of the SCP, the costs incurred for this shall be invoiced to the exhibitor.

8. Exhibition goods and direct sales

8.01 Only goods produced in the Federal Republic of Germany or by branches of German companies abroad and/or under German licence may be exhibited. Foreign products required to complement German products, and which are in an appropriate size and value relationship to them, may be admitted after agreement with the participation organisers. All exhibition goods are to be listed individually and with exact descriptions in the registration. Flammable exhibition goods, or those with strong odours, or products whose presentation is associated with loud noise, may only be exhibited after prior agreement by the implementation company.

Goods subject to the Military Weapons Control Law (KrWaffKontrG), as well as models of such or other representations may not be exhibited. For the exhibition of the civil versions of goods that require export authorisation in accordance with Foreign Trade Law, as well as models, or other representations thereof, no reference of any kind may be made to military usability. In justified exceptional cases, the Federal Ministry of Economics Affairs and Energy or the Federal Ministry of Food and Agriculture can grant an exception to the exhibition ban. Corresponding applications are to be submitted to the relevant Ministry via the implementation company. These must contain an exact description of the planned exhibition goods.

If requested by the implementation company, the exhibitor is obliged to compile and make available an updated directory (manufacturer, product designation, production location) of the exhibited goods.

8.02 If goods are displayed that are not allowed in accordance with Section 8.01 of the GCP, the implementation company can demand the immediate removal of these goods on behalf of the organiser at the expense of the exhibitor. If an exhibitor does not comply with the written demand to remove the goods, then a penalty for breach of contract to the amount of 20% of the participation price shall be payable. Claims for compensation may also be applicable. Here the difference to the full costs shall apply.

8.03 Adherence to commercial protective rights (such as trademark, design and patent rights) lies within the sphere of responsibility of the exhibitor. The organisers are not liable in particular for such damages resulting for exhibitors that have occurred due to violation by other exhibitors. In the case of any questions regarding the perpetuation of evidence, the implementation company shall assist within the reasonable bounds of possibilities available on site, particularly by contacting the exhibition management, making inspections or technical image recordings (photos if necessary) of the exhibit in question.

8.04 A direct sale (retail sale to visitors) is not permitted.

9. Transportation, display and dismantling of exhibition goods and stand furnishings

The transportation of exhibition goods up to the exhibition stand and back, the storage of empties, the use of lifting and transport equipment, the deployment of personnel for packing and unpacking, displaying exhibition goods, and the dismantling of the same, re-packing and other related activities are exclusively the responsibility of the exhibitor. Even after specifying the Special Conditions of Participation, the organisers may compulsorily stipulate an on-site forwarder for the freight of the German participation transported within the exhibition grounds.

10. Participation in evaluations of the foreign trade fair programme

The exhibitor is obliged – in compliance with the data protection regulations – to provide all the data required for the evaluation of the foreign trade fair programme and all the data asked for by the organiser of the participations (see Section 1 of the GCP). The exhibitor also has to take part in evaluation surveys, interviews and other surveys of the organiser. When selecting the employees taking part, the exhibitor must ensure that they can provide information on the relevant participation in the trade fair. The exhibitor will obtain the declaration of any consent necessary for the provision of data from third parties.

11. Insurance and legal liability

11.01 The insurance of the exhibition goods against all transport risks and during the event, in particular against damage, theft, etc., is the responsibility of the exhibitor.

11.02 The exhibitor shall be liable for all damage caused to third parties through its exhibition participation, including damage caused to buildings at the exhibition centre and to its facilities.

11.03 The participation organisers and the implementation company shall only assume liability for damage, other than injury to life, limb or health, if this is a result of intent or gross negligence, or a culpable breach of essential contractual duties, by the participation organisers or the implementation company or person or persons employed by them in performing an obligation. If there is a negligent breach of an essential contractual duty, the liability of the participation organisers or the implementation company shall be limited to the damage that is typical and foreseeable for the contract. Any further liability for compensation is excluded.

11.04 The participation organisers and the implementation company shall not be liable for any damage to the exhibits and theft thereof, nor even if in individual cases decoration was undertaken by the implementation company, unless it can be proved that they, their legal representatives or vicarious agents were responsible for an act of gross negligence or intent.

11.05 In agreeing to these Conditions of Participation the exhibitor expressly exempts the participation organisers and implementation company from any possible recourse claims by third parties.

12. Proviso

12.01 In all cases, regulations and directives of the responsible bodies of the Federal Republic of Germany and the host country, which deviate from the GCP and SCP, or which cause additional restrictions, always take priority. The participation organisers and the implementation company shall not be liable for damage and other detriments caused to the exhibitor resulting from these.

12.02 The participation organisers shall be entitled to postpone, shorten, lengthen, or cancel the participation, as well as to temporarily or definitively close the participation in individual parts or as a whole, should unforeseeable events, such as force majeure, epidemics, natural disasters, war, public disturbances, strikes, failures or hindrances to transport connections and/or communications, require such a measure.

In the case of a postponement, shortening, lengthening, cancellation or closure, the exhibitor shall not be entitled to compensation for the damage incurred by it due to this.

Should participation not be of interest to the exhibitor as the result of such a measure, and it therefore foregoes occupation of the stand space allocated to it, the exhibitor shall be able to withdraw from the contract. Withdrawal must be declared in writing immediately following notice of the change. In this case, the second point of Section 6.02 applies for the exhibitor's obligations.

12.03 In the case of a cancellation of the event or of the participation of the respective Federal Ministry at the event, neither the event organisers nor the implementation company shall be held liable for damage or other detriments that arise from this for the exhibitor. At the request of the event organisers, the exhibitor shall be obliged to bear an appropriate share of the costs incurred through the preparation for the event. The costs to be paid by each exhibitor shall be determined following a hearing by the event organisers of the affected professional associations.

13. Final provisions

13.01 The mutual rights and obligations resulting from this contractual relationship shall be subject to the laws of the Federal Republic of Germany.

13.02 Place of jurisdiction is the registered office of the implementation company. Place of performance for financial obligations is the registered office of the implementation company, insofar as another agreement is not made by means of the prior consent of the participation organisers.

13.03 The contract and changes to the same must be made in writing. Should one of the preceding conditions be null and void, the remaining conditions shall continue to apply. They shall be interpreted in such a way that the sense and purpose of the contract remain preserved.

13.04 Any claims lodged by exhibitors against the implementation company must be made in writing. The period of limitation shall be 12 months, except in cases of intent or gross negligence. The limitation period shall begin at the end of the month in which the final day of the event falls.