

# Advertising Possibilities C



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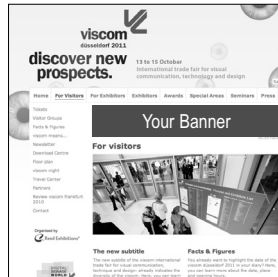


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 Amtsgericht Düsseldorf HRB 28688 | Management: Hans-Joachim Erbel, Matthias Templin, Michael Freter | [www.viscom-messe.com](http://www.viscom-messe.com)

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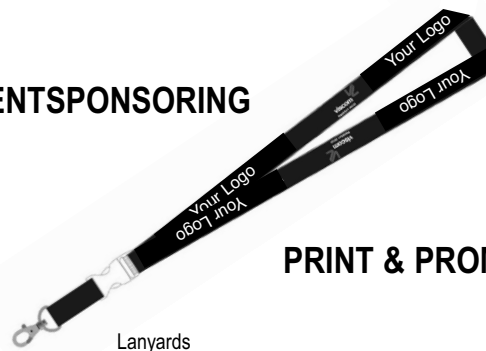


Welcome-Banner at the entrance



Promotionteam

## EVENTSPONSORING

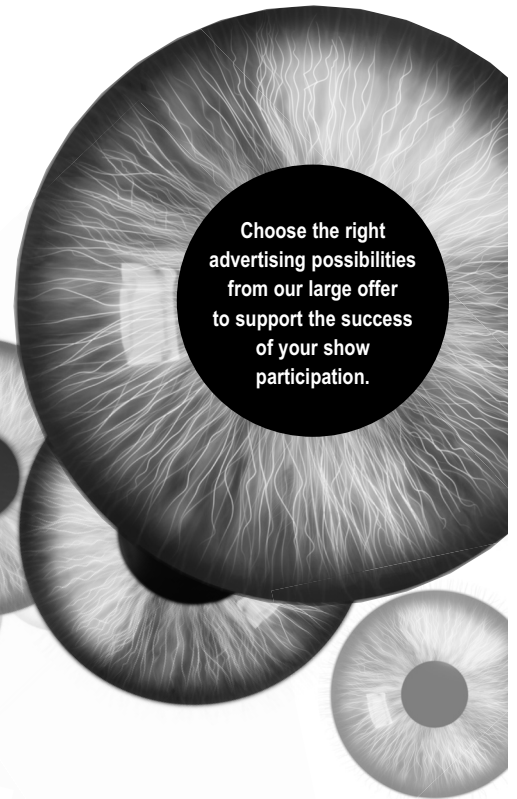


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## PRINT & PROMOTION



Advertising in the exhibition catalogue



For all advertising possibilities see [www.viscom-messe.com/advertisingpossibilities2012](http://www.viscom-messe.com/advertisingpossibilities2012)

- Please send me more information on advertising possibilities for exhibitors.
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Company

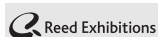
Contact Person

E-mail

Phone

# General Exhibition Terms and Conditions of Reed Exhibitions Deutschland GmbH

D



Reed Exhibitions Deutschland GmbH | Völklinger Str. 4 | D-40219 Düsseldorf | Tel. +49 (0)211/90 191-197/-147/-327 | Fax +49 (0)211/90 191-149  
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## 1. General

1.1 The Organiser of the viscom frankfurt 2012 (hereinafter also referred to as the „event“) is Reed Exhibitions Deutschland GmbH, Völklinger Str. 4, 40219 Düsseldorf, Germany, Phone +49 (0) 211/ 90 191 -197/ -147/ -327, Fax: +49 (0)211/90 191 -149

1.2 The Organiser utilises the event venue on the basis of a hire contract with the local exhibition centre.

1.3 Up to three weeks before the start of the event, or immediately after conclusion of contract if the application is received later than this, each exhibitor shall receive online access to the service manual for exhibitors which can, on request, be viewed at the premises of the Organiser or transmitted. This contains the technical procedures and the structural specifications which all exhibitors are obliged to adhere to. Otherwise the following General and Special Exhibition Terms and Conditions of the Organiser shall apply.

## 2. Application

2.1 Exhibitors shall apply to participate in the event as an exhibitor using the Organiser's special application form for the event.

2.2 The application form should be completed in full by the Exhibitor and made legally binding by the addition of his signature. No conditions or reservations added to the application form by the Exhibitor shall be considered.

2.3 The Exhibitor shall be bound by his application for a period of twelve weeks from its being received by the Organiser.

## 3. Conditions for approval

3.1 In order to participate in the event as an Exhibitor, the goods or services being exhibited by the Exhibitor must be included in the goods and product groups listed in the nomenclature appended to the Organiser's application form. The Exhibitor undertakes to provide the required information on his company and the goods and services being exhibited.

3.2 The Organiser shall make the decision to approve the Exhibitor for the event based on due judgement, taking space capacity and the purpose and structure of the event into consideration. The Organiser is not obliged to justify any rejections of exhibition contracts. No reference to an Exhibitor's participation in previous events will be accepted in support of a claim.

3.3 The Organiser shall decide at his own discretion whether to grant approval to exhibitors whose application to take part in the event has been received by the Organiser following expiry of the closing date for applications specified in the Organiser's Special Exhibition Terms and Conditions.

3.4 The Organiser will not agree to any requests to exclude exhibitors' rivals from the event.

## 4. Conclusion of contract, prohibition of assignment

4.1 The Exhibitor shall be notified whether his application has been approved within the commitment period in accordance with 2.3 of these General Exhibition Terms and Conditions. If the Exhibitor is approved for the event, he shall be sent written confirmation by the Organiser. Receipt of this confirmation brings the exhibition contract between the Organiser and the Exhibitor into force.

4.2 If the Organiser grants the Exhibitor the right, outside these terms and conditions, especially in the form of a written notice by the Organiser on the application form, to withdraw from the exhibition contract, the Exhibitor shall be entitled to withdraw from the exhibition contract within 14 days of receiving the written confirmation of application from the Organiser, by sending written notification to the Organiser. However, even in this case the Exhibitor is excluded from withdrawing from the contract after this time outside the legal provisions and the following regulations. If, in such a case, the Organiser receives notification of withdrawal after expiry of the above deadline, paragraph 4.3 of this contract shall apply.

4.3 With the exception of the circumstances set out in paragraph 4.2 of these General Exhibition Terms and Conditions, the Exhibitor has no right to withdraw from or terminate the exhibition contract. If, regardless, the Exhibitor does not take part in the event, the Exhibitor shall pay the Organiser the full contractually agreed stand rent and any ancillary costs incurred by the Organiser up to this juncture. This does not affect the Organiser's right to press further claims against the Exhibitor on the basis of these General Exhibition Terms and Conditions and the relevant laws.

4.4 The Exhibitor is not entitled to assign his claims from the contract with the Organiser to third parties.

## 5. Withdrawal of Organiser

5.1 The Organiser is entitled to withdraw from the exhibition contract with the Exhibitor and to claim damages from the Exhibitor if, despite being issued a request by the Organiser, and the expiry of an appropriate deadline set by the Organiser, the Exhibitor

- displays unregistered, unapproved goods or services or used goods; the latter may only be deployed for demonstration purposes
- is in arrears with payments to the Organiser
- sublets stand space, or permits a third party to use it, without the consent of the Organiser
- does not correctly register a co-exhibitor as stipulated under section 9 of these General Exhibition Terms and Conditions
- undertakes the stand build-up and break-down outside the times specified by the Organiser in the Special Exhibition Terms and Conditions for this event
- does not adhere to the provisions contained in 12.1, 12.5 or 15.1 to 15.6 of these General Exhibition Terms and Conditions regarding the design and equipment of the stand
- becomes insolvent following conclusion of the exhibition contract, or his solvency is at risk, or if the Organiser becomes aware that the Exhibitor's solvency is poor or at risk after concluding the exhibition contract, unless the Exhibitor effects payment to the Organiser within the additional deadline to be set by the Organiser, or offers security.

5.2 If the Organiser withdraws from the contract, the Organiser is entitled to claim damages from the Exhibitor to the full value of the contractually agreed stand rent and for payment of any ancillary costs already incurred. The Organiser retains the right to press further damage claims against the Exhibitor. The Exhibitor has the right to prove that no damage was incurred, or was lower than the total amount claimed.

5.3 Instead of withdrawing from the contract and claiming damages, the Organiser may opt: for removal of the goods in question in the case of goods being exhibited which are not registered, not approved or have already been used; for the third party in question to be removed from the stand in the case of the stand being sublet or entrusted to a third party without the consent of the Organiser; for obliging the Exhibitor to adapt the design or remove the stand in the case of the specifications regarding stand design and equipment not being adhered to. In the case of late payment, late stand build-up and the risk of insolvency, the Organiser may allot the Exhibitor a different stand and adjust the payable rental fee accordingly.

## 6. Force majeure

6.1 The Organiser is entitled to withdraw from the contract if the event is prevented from being held, or from being held as planned, either in full or in part, by unforeseen circumstances over which the Organiser has no control, especially as the result of terrorist attacks, natural disasters, epidemics, officially decreed clearance or closure, structural changes to the venue made by the landlord, water damage or similar cases of force majeure.

6.2 In the case of force majeure as defined in 6.1 of these General Exhibition Terms and Conditions, the Organiser is obliged to inform the Exhibitor immediately of the full or partial impossibility of holding the Event, and, in the case of it being entirely impossible to hold the Event, to refund any payments already made, or in the case of it only being possible to hold the event to a limited extent, to refund the corresponding proportion of the payments. The Exhibitor's right to press further damage claims against the Organiser is excluded in this case.

## **7. Stand rent and other fees, terms of payment**

- 7.1 The stand rent and any other fees to be paid by the Exhibitor to the Organiser are contained in the Organiser's application form for the event, these General Exhibition Terms and Conditions and the Special Exhibition Terms and Conditions of the Organiser for the event.
- 7.2 The stand rent and the other fees are net and do not include sales tax to be paid by the Exhibitor at the rate applying at the time of the event.
- 7.3 The due dates of the stand rent and any other fees to be paid by the Exhibitor to the Organiser are contained in the Organiser's application form for the event and the Special Exhibition Terms and Conditions of the Organiser for the event.
- 7.4 The Exhibitor fails to meet the payment deadlines specified in the Special Exhibition Terms and Conditions; no reminder is issued. In this case, besides the payments already owing, the Exhibitor shall pay interest on the sum due at the rate of the current legal default interest rate of 5 percentage points above the base interest rate; or 8 percentage points above the base interest rate if the Exhibitor is not a consumer, but at least 8% p.a. on the sum due, to the Organiser. This does not affect the Organiser's right to press further delayed payment damage claims against the Exhibitor.

## **8. Services provided by Organiser**

- 8.1 The stand rent covers the following services:
- Provision of stand space for duration of hire
  - Cleaning of hall gangways
  - Provision of security staff to ensure general security at the Event
  - Heating and ventilation of the exhibition halls
  - General illumination of exhibition halls
- 8.2 The Exhibitor should order all further chargeable services such as electricity, water and telephones, including appropriate connections, stand construction and other trade fair services via the Organiser's online service tool for the event. The Organiser's "General Terms and Conditions for Exhibitor Services provided at the Event" also apply for these services.

## **9. Co-exhibitors, community stands, exclusion of subletting**

- 9.1 A number of exhibitors can rent a stand jointly. Such groups of exhibitors should nominate a common representative in the application. This person is the joint representative of these exhibitors in dealings with the Organiser.
- 9.2 The Exhibitor concludes a direct exhibition contract with the Organiser; each further exhibitor using the stand space counts as a co-exhibitor. Under the above definition, exhibitors also count as co-exhibitors if there are close business or organisational ties to the Exhibitor. Company representatives will not be approved as co-exhibitors. Manufacturers of products and goods, and providers of services which are required to demonstrate the Exhibitor's exhibited goods and services, do not count as co-exhibitors.
- 9.3 Co-exhibitors and exhibitors are liable to the Organiser as co-debtors.
- 9.4 The Exhibitor must register co-exhibitors to the Organiser in writing, based on the Organiser's General and Special Exhibition Terms and Conditions. The co-exhibitor shall sign his application on the Organiser's application form. The Organiser shall decide at his own discretion whether to grant approval to a co-exhibitor.
- 9.5 The Exhibitor must pay a co-exhibitor fee to the Organiser for each co-exhibitor. The level of the co-exhibitor fee is specified in the Special Exhibition Terms and Conditions for the event.
- 9.6 The Exhibitor may not sublet stand space, either in part or in full, to a third party without the Organiser's consent. Nor may he swap stand space or make it available in any other form, or accept orders regarding the stand space on behalf of third parties.

## **10. Exhibition goods**

- 10.1 The Exhibitor may only exhibit or offer goods and services which belong to the groups of goods and products listed in the nomenclature appended to the Organiser's application form for the event and entered in the Exhibitor's application to participate in the event. In addition, the Exhibitor may only display brand-new goods, with the exception of used goods deployed for demonstration purposes. Goods and services that go against the law or are an offence against good taste are not permitted.

- 10.2 The Exhibitor may not advertise goods, services or companies at the event which are not listed in the approval.

- 10.3 The Organiser is entitled to confiscate exhibited or offered goods and services which do not conform to paragraphs 10.1 or 10.2 of these General Exhibition Terms and Conditions for the duration of the event and at the Exhibitor's expense. This does not affect the Organiser's right to press further claims against the Exhibitor.

## **11. Allocation of stand space, relocation of stand space, entrances, exits and gangways**

- 11.1 Stand space shall be allocated by the Organiser. The decision is based on the nature and the occupancy of the Event, on design elements, on the structural design, and otherwise at the Organiser's discretion. Where possible, special requests made by the Exhibitor may be taken into consideration. This does not, however, signify that the Exhibitor has any claims against the Organiser as a result. The date on which the application is received is not decisive. The Organiser shall inform the Exhibitor of the stand space allocation, citing the hall and stand number.
- 11.2 Structural pillars and supports are factored into the stand space. The Exhibitor is not entitled to claim a reduction as a result. The stand rent is based on the rented area: no stand partition walls or other installations or structures are included in the rent.
- 11.3 The Organiser reserves the right to make minor deductions from the allocated stand space for technical reasons. The width and depth of such deductions should not exceed 20 cm and they do not entitle the Exhibitor to a reduction in the stand rent. Excluded from this are stands which are explicitly registered as complete stands or shell schemes.
- 11.4 The Organiser is entitled to allocate the Exhibitor a different stand space or to relocate the stand space, or to change the dimensions of the stand space which deviates from the contractually agreed type and size of stand in cases where this is necessary for planning reasons, especially the design of the overall event, the available capacity or the given structural circumstances. Entitlement to withdraw from the contract or claims to damages or other claims from the Exhibitor are excluded in this case unless the stand space offered is more than 15 % greater or less than the agreed stand space. In this case the Exhibitor may withdraw from the contract by issuing written notification to the Organiser. Otherwise the stand rent shall be adjusted accordingly.
- 11.5 The Organiser reserves the right to determine and relocate the entrances and exits of the venue and to define and relocate the gangways and paths through the venue without the Exhibitor being able to claim damages as a consequence.

## **12. Stand construction, stand design**

- 12.1 In order to ensure a uniform overall look, the Organiser issues guidelines for the construction and design of stands in the Service Manual for Exhibitors in accordance with paragraph 1.3 of these General Exhibition Terms and Conditions. These guidelines contain binding requirements for the Exhibitor. Before planning a stand construction, the Exhibitor undertakes to obtain information in good time from the Organiser on the structural circumstances of the stand spaces he has booked, e.g. pillars, fire protection facilities, utility supply channels etc.
- 12.2 If the Exhibitor has not constructed and occupied the stand on the space allocated by the Organiser one day before the start of the event, the Organiser is entitled to reallocate the stand space, make alternative use of it or remove any decorations from it. In this case the Exhibitor shall pay the costs incurred by the Organiser for decorating or filling the unoccupied stand space in addition to the stand rent and any ancillary costs already incurred.
- 12.3 Refreshment stands require written consent from the Organiser; the Exhibitor is billed separately for these.
- 12.4 The stand must be designed and constructed in such a way that no neighbouring stands are negatively affected in any way by exhibits, advertising surfaces, display objects etc.
- 12.5 The stand boundaries specified to the Exhibitor should not be exceeded. It is only permissible to exceed the prescribed structural height of 2.50 m with the express approval of the Organiser who can issue the permit at its own discretion and also subject to the express approval of the bordering exhibitors.
- 12.6 The stand should be manned by sufficient numbers of staff members and be accessible to visitors continuously during the opening hours of the event.

The name and address of the Exhibitor must be clearly displayed for the duration of the event; the Exhibitor is responsible for creating such a sign.

- 12.7 The Exhibitor undertakes to lay a covering on the floor of the stand, to attach a worded trim on the sides facing the gangways and to provide rear and side walls with an appropriate appearance; the Exhibitor carries responsibility for providing these.

### **13. Stand break-down**

- 13.1 No stand may be removed, either in full or in part, before the official end of the event. In the event of violation, the Exhibitor is obliged to pay a penalty to the Organiser to the value of half the gross stand rent agreed for the event.

- 13.2 The stand space should be returned to the Organiser in its original condition. Any materials which have been used, any foundations, excavations, any damage, double-sided adhesive tape and adhesive residues should be removed in full by the Exhibitor, without damaging the subsurface. Otherwise the Organiser is entitled to have this work carried out at the expense of the Exhibitor. This does not affect the Organiser's right to press further claims against the Exhibitor.

- 13.3 The Exhibitor is also liable for any damage to the floor, the walls and any loaned or rented materials. Stands or exhibition goods which have not been taken down or removed by the deadline set for completion of the break-down can be removed by the Organiser at the expense of the Exhibitor and put into storage by a carrier company at the expense of the Exhibitor, with no liability for loss or damage being carried by the Organiser. This does not affect the Organiser's right to press further claims against the Exhibitor.

### **14. Organiser's liability**

- 14.1 The Organiser shall not accept any duty of care for exhibition goods, stand facilities or other objects brought to the event, and excludes any liability for damage or loss.

- 14.2 The Organiser is liable for wilful actions or gross negligence on his part. In the event of a breach of duty due to ordinary negligence on the part of the Organiser or his subcontractors, liability shall be limited to typical contract and foreseeable damages. In the event of breach of minor contractual obligations due to slight negligence, all liability is excluded towards exhibiting companies.

- 14.3 The above liability limitations do not apply to bodily injury, damage to health or loss of life in cases where the Organiser carries responsibility.

### **15. Multilevel stand structures**

- 15.1 Multilevel stand structures require written consent from the Organiser; the requirements set out in paragraphs 15.2 to 15.7 of these General Trade Fair and Exhibition Conditions in particular must be adhered to in such cases.

- 15.2 Multilevel structures are only permitted on stands with a floor space of at least 100 square metre.

- 15.3 No more than 50 % of the stand space may have a built-up structure.

- 15.4 All multilevel stands need to have two separate exits on each level.

- 15.5 Duplicate copies of design drafts for multilevel stands including floor plans, sections and views showing the precise measurements should be submitted to the Organiser for written authorisation at least 10 weeks before the start of the event.

- 15.6 The built-up structure of multilevel stands also requires approval from the municipal building inspection department. Duplicate copies of such a building application, including the necessary documentation such as site map, ground plan, sectional and view drawings, structural description and analysis should be submitted to the planning authorities responsible for the venue at least 10 weeks before the start of the event. Visitors may not be allowed to access multilevel stands at the event which are erected without planning permission.

- 15.7 The prices for multilevel stands are listed in the Special Exhibition Terms and Conditions issued by the Organiser for the Event.

### **16. Use of gangways**

- 16.1 With the exception of the circumstances set out in paragraph 16.2 of these General Exhibition Terms and Conditions, erection of constructions on, or occupancy of, gangways with stand elements, goods or other objects is not permitted.

- 16.2 In cases in which the Organiser lets stand spaces which are separated from each other by gangways and, as an exception, provides written authorisation for the use of the gangways, the provisions of the Organiser's Special Exhibition Terms and Conditions for the event shall apply in addition to the requirements set out in the Organiser's authorisation.

- 16.3 In cases in which the gangways have clearly been occupied by an Exhibitor in contravention of paragraphs 16.1 and 16.2 of these General Exhibition Terms and Conditions, the Organiser reserves the right to exclude said Exhibitor from the current and future events. In this case the Exhibitor must pay the full stand rent and any other event fees to the Organiser. This does not affect the Organiser's right to press further claims against the Exhibitor.

### **17. House regulations, occupier's rights, photography**

- 17.1 The Organiser holds occupier's rights across the entire event area during the build-up period, the event itself and the break-down phase. In exercising his occupier's rights the Organiser is entitled to issue directions to the Exhibitor.

- 17.2 The Exhibitor shall recognise house regulations issued by the Organiser and notified to the Exhibitor and house regulations issued by the local exhibition centre as binding upon himself and his subcontractors and any other persons employed by the Exhibitor at the event.

- 17.3 The Exhibitor and his subcontractors and any other persons employed by him may not enter the exhibition site until one hour before the start of the event and must leave it one hour after closing time at the latest. It is not permitted to overnight at the exhibition centre.

- 17.4 It is prohibited to bring animals into the exhibition site.

- 17.5 Commercial photography, drawings, video, sound and any other types of recordings are prohibited on the exhibition site without written authorisation from the Organiser.

### **18. Landlord's lien**

- 18.1 The Organiser is entitled to a landlord's lien on the goods displayed by the Exhibitor and other objects belonging to the Exhibitor on the exhibition site for his justified claims against the Exhibitor. The Organiser shall assert his landlord's lien by notifying the Exhibitor himself or his representatives present on the stand.

- 18.2 Goods displayed by the Exhibitor, or other objects belonging to the Exhibitor on the exhibition site, may not be removed unless the Organiser decides to waive his landlord's lien.

- 18.3 It is assumed, for the security of the Organiser, that all objects brought to the exhibition by the Exhibitor are his unrestricted property, or that he has unrestricted right of disposal over such objects.

- 18.4 After exercising such a landlord's lien, the Organiser shall not be liable for any damage or loss to the objects caused by factors outside his control.

- 18.5 After written notification has been issued, the pledged property can be disposed of by the Organiser on the open market.

### **19. Advertising, music, light shows, competitions, stand receptions**

- 19.1 The Exhibitor is only entitled to engage in advertising activities, including distributing brochures and samples and speaking to visitors, on the stand space allocated to him. Posters, stickers or other printed advertising matter displayed without written consent shall be removed by the Organiser during the event and the costs billed to the Exhibitor. The Organiser does not need to provide proof of the party responsible for displaying such objects.

- 19.2 Written consent from the Organiser is required for the deployment of promotion teams outside the Exhibitor's stand. Exhibitors who deploy promotion teams without the written consent of the Organiser shall pay a penalty of EUR 5,200.00 to the Organiser for each case of contravention. This does not affect the Organiser's right to press further claims against the Exhibitor.

- 19.3 Music performances, light shows of any kind and the operation of PA equipment require the written consent of the Organiser and GEMA (German society for musical performing and mechanical reproduction rights). They must be registered in advance and are subject to a charge. Regardless of whether consent is granted by GEMA, the Organiser may restrict or forbid music performances or light shows, the presentation of machines, acoustic devices, projection equipment or fashions at any time in the interests of ensuring orderly running of the event.

- 19.4 Raffles, competitions, quizzes, prize games etc. require the written consent of the Organiser.
- 19.5 Receptions and other events held on the stand after the normal opening hours of the event as given in the Organiser's Special Exhibition Terms and Conditions for the event require the written consent of the Organiser, must be applied for in advance and are subject to a charge. The fees for stand receptions are listed in the Special Exhibition Terms and Conditions issued by the Organiser for the event.

## **20. Security**

- 20.1 The Organiser provides general security for the event areas yet does not accept liability for loss or damage to objects.
- 20.2 The Exhibitor carries responsibility for guarding and supervising the stand space and the stand itself. This also applies during the build-up and break-down times and before and after the event.
- 20.3 The Organiser recommends hiring stand security staff exclusively from the security firm responsible for the event to provide security for the Exhibitor's stand space and the stand itself during the night-time. The intention to order special security staff should be agreed in writing with the Organiser before the start of the event.

## **21. Commercial legal insurance**

- 21.1 The Exhibitor must protect his goods and services from violation of property rights, in particular from photography, video and sound recordings etc.
- 21.2 The Exhibitor should refrain from violating or infringing the commercial property rights of other exhibitors.
- 21.3 In cases in which an Exhibitor has been proven to violate property rights, the Organiser reserves the right to exclude said Exhibitor from the current and future events. In this case the Exhibitor must pay the full stand rent and any other event fees to the Organiser. This does not affect the Organiser's right to press further claims against the Exhibitor.
- 21.4 The Exhibitor is not entitled to press claims against the Organiser on account of the Exhibitor's commercial property rights being infringed by a third party.

## **22. Exclusion clause, Period of limitation**

- 22.1 The Exhibitor should submit any claims against the Organiser in writing to the Organiser within three months of the conclusion of the event. If the Exhibitor does not press claims against the Organiser within the stipulated time, the Exhibitor is excluded from pressing these claims.
- 22.2 Any claims the Exhibitor wishes to press against the Organiser shall lapse within six months from the end of the month in which the final day of the event falls. Excluded are claims where the Organiser is liable due to wilful action on his part.

## **23. Final provisions**

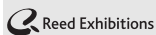
- 23.1 The law of the Federal Republic of Germany applies exclusively to the exhibition contract between the Organiser and the Exhibitor and to its handling, to these General Exhibition Terms and Conditions and to the Organiser's Special Exhibition Terms and Conditions for the event; the UN CISG is excluded.
- 23.2 The exclusive court of jurisdiction for all disputes arising from and in relation to the exhibition contract between the Organiser and the Exhibitor and its execution, these General Exhibition Terms and Conditions or the Special Exhibition Terms and Conditions of the Organiser is Düsseldorf in the Federal Republic of Germany.
- 23.3 Verbal sub-agreements to the exhibition contract made between the Organiser and the Exhibitor, to these General Exhibition Terms and Conditions or to the Special Exhibition Terms and Conditions of the Organiser shall not apply for the event. Any changes and supplements to the exhibition contract between the Organiser and the Exhibitor, to these General Exhibition Terms and Conditions or to the Special Exhibition Terms and Conditions of the Organiser for the event shall be invalid unless made in writing. This also applies for any change or supplement to this clause requiring the written form itself.
- 23.4 Should individual provisions of this exhibition contract between the Organiser and the Exhibitor, of these General Exhibition Terms and Conditions or the Special

Exhibition Terms and Conditions of the Organiser for the event prove invalid, in full or in part, or become so in the future, this shall not affect the validity of the remaining provisions. The parties undertake to replace the provision which is invalid, in full or in part, with a valid provision which most closely reflects its commercial intention and purpose.

- 23.5 Only the German versions of the exhibition contract between the Organiser and the Exhibitor, of these General Exhibition Terms and Conditions and of the Organiser's Special Exhibition Terms and Conditions for the event shall be authoritative.

# Special Exhibition Terms and Conditions of Reed Exhibitions Deutschland GmbH

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Amtsgericht Düsseldorf HRB 28688 | Management: Hans-Joachim Erbel, Matthias Templin, Michael Freter | www.viscom-messe.com

## 1. General

- 1.1 The name of the event is viscom frankfurt 2012 - International Trade Fair for visual communication, technology and design.
- 1.2 The event shall be held at the Frankfurt Exhibition Centre.
- 1.3 The opening hours of the event are Thursday, 25 October 2012 and Friday, 26 October 2012, 10.00 a.m. - 6.00 p.m., Saturday 27 October 2012, 10.00 a.m. - 5.00 p.m..
- 1.4 The event is open exclusively to trade visitors.

## 2. Closing date for applications

Closing date for applications to the event is 15 July 2012.

## 3. Stand rent and other fees, due dates, sales tax

- 3.1 The stand rent and any other fees to be paid by the Exhibitor to the Organiser are contained in the Organiser's application form as specified in paragraph 2.1 of the General Exhibition Terms and Conditions of the Organiser for the event and these Special Exhibition Terms and Conditions.

- 3.2 Besides the stand rent the Exhibitor must pay the following fees to the Organiser:

- a) Co-exhibitor fee  
The Exhibitor shall pay the co-exhibitor fee of EUR 750.00 to the Organiser in accordance with paragraph 9 of the General Exhibition Terms and Conditions of the Organiser for the event plus EUR 635.00 for the marketing fee.
- b) AUMA fee  
The Exhibitor shall pay the AUMA (Association of the German Trade Fair Industry) fee of EUR 0.60 per square metre of exhibition space to the Organiser. AUMA safeguards the wide range of national and international business interests in the field of exhibitions and trade fairs.
- c) Marketing fee  
The Exhibitor shall pay the marketing fee of EUR 635.00 for the services defined in paragraph 8 of these Special Exhibition Terms and Conditions to the Organiser.
- d) Exhibitor passes  
The Exhibitor shall pay EUR 28.57 for each exhibitor pass that is not offered free of charge as defined in paragraph 8a) of these Special Exhibitions Terms and Conditions to the Organiser.
- e) Exhibitor insurance  
The Exhibitor shall pay EUR 289.00 to the Organiser for exhibitor insurance as defined in paragraph 9 of these Special Exhibition Terms and Conditions.
- j) General power fee  
The Exhibitor shall pay a fee of EUR 11.00 per square metre to the Organiser to cover general energy costs incl. environmental fee.

- 3.3 Trampolin-Package

Alternatively, the organizer puts an all-inclusive 12 sqm row stand package, including

- 12 sqm row stand
- Carpet: Rips, Colour anthracite or dark blue, incl. covering foil etc.
- Construction: System elements, consisting of upright-extrusion, floor and ceiling frame, lightgrey coated
- Walls: HFP - plates, 3,2 mm strong, colour lightgrey
- Ceiling: Statics grided, otherwise open
- Fascia: For each open corridor side one fascia, 300 mm high, white, lettering (15 letters)
- preliminary cleaning
- daily cleaning
- 1 table (round)
- 4 chairs
- 1 info desk

- 1 waste paper basket
  - 2 shelves
  - 4 spots
  - 1 socket
  - General power fee, marketing fee
  - Insurance
  - 1-3 kW power setting inkl. stand power consumption
  - AUMA contribution: EUR 0.60 per sqm
- at your disposal. The costs for the all-inclusive Trampolin package are EUR 3,999.-.

- 3.4 On conclusion of the exhibition contract, the Exhibitor shall receive an invoice from the Organiser covering the full stand rent, the AUMA fee, the marketing fee, the general power fee and the insurance premium, including sales tax. The invoice of 100% falls due for payment within 30 days after the dates of invoice. If in an exceptional case, an invoice is presented after 15 July 2012, the whole amount is payable immediately, in any case however prior to the beginning of the exhibition. Other invoices issued by the Organiser to the Exhibitor for additional requested services are also due for immediate payment by the Organiser to the Exhibitor.

- 3.5 The stand rent and the other fees plus all other prices notified by the Organiser in the exhibition contract, the General Exhibition Terms and Conditions of the Organiser for the event and in these Special Exhibition Terms and Conditions are net and do not include sales tax payable at the rate applying at the time of the event by the Exhibitor.

## 4. Multilevel stand structures, occupancy of stand space

- 4.1 If Exhibitors use multilevel structures on their stands, the stand rent payable by the Exhibitor to the Organiser increases by 50 % for the multilevel areas.
- 4.2 If an Exhibitor rents stand spaces which are separated from each other by gangways, the Exhibitor may, after obtaining written consent from the Organiser, lay carpet on these gangways to create the impression of a single, uniform stand. Prior written consent of the Exhibitor is also required for the construction of structures over such gangways. Such constructions must fulfil any technical requirements which the Organiser may stipulate on granting consent to the Exhibitor. The Exhibitor shall pay 30 % of the stand rent price to the Organiser for each square metre of occupied or covered gangways.

## 5. Stand build-up

- 5.1 Stand build-up starts Monday 22 October 2012, 7.00 a.m.. The stand build-up must be completely finished by Wednesday, 24 October 2012, 6.00 p.m..
- 5.2 In cases where the Organiser provides written consent to the Exhibitor for advance build-up, the Exhibitor shall pay an additional sum of EUR 380.00 plus sales tax for each day of advance build-up.

## 6. Stand break-down

- 6.1 Stand break-down starts Saturday 27 October 2012, 6 p.m.. The stand break-down must be completely finished by Monday, 29 October 2012, 6.00 p.m..
- 6.2 The Organiser recommends that exhibitors remove goods and other objects immediately after the end of the event from the stands.

## 7. Over-the-counter sales

Over-the-counter selling at the event is not allowed.

## 8. Marketing fee

The marketing fee of EUR 635.00 plus sales tax covers the following services:

- a) Every exhibitor receives, valid from time of the first construction day until the last day of break-down, 3 exhibitor passes for stands up to 20 sqm; 5 exhibitor passes for 21-30 sqm; 9 exhibitor passes for 31-50 sqm and 15 exhibitor passes for 51-100 sqm. 3 additional exhibitor passes for each 50 sqm. Additional exhibitor passes, that must be paid for, can be ordered from the organizer at a price of

EUR 28.57 plus legal VAT. The Exhibitor can use the Organiser's online service tool to order eTickets for the event. Assuming that the stand bill has been paid in full, the eTickets will be scanned at the event and then exchanged for exhibitor passes.

- b) Advertising materials matching the order placed via the service manual: stickers, posters, visitor brochures, entry vouchers.
- c) 1 catalogue entry and 6 free entries of product groups in the catalogue
- d) Use of the viscom frankfurt 2012 online communication platform in the Internet. This includes the company name, address, trade directory, stand number, description of company, links to e-mail and homepage.

#### **9. Exhibitor insurance**

The Exhibitor is covered by the insurance policy concluded by the Organiser with an insurance company covering the risks listed in the „Exhibitor insurance cover“ appendix to these Special Exhibition Terms and Conditions together with further conditions. To receive this insurance cover the Exhibitor shall pay a fee of EUR 289.00 plus sales tax before the deadline given in the Organiser's application form for the event.

# Insurance Cover for Exhibitors

## Exhibitor Insurance Police No. 151834 und 151835

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The comprehensive contents of the insurance contract and the terms and conditions of insurance can be made available upon request. This is merely a summary of the main contents as set forth in the policy. This summary can not be interpreted as policy itself.

The contract is divided up into 3 sections:

### Section 1

#### Insurance cover during exhibitions and transportation connected thereto EUR 25,000.00 on first loss for each event of loss

The entire scope of exhibition materials connected to the exhibition booth (including furnishings and fittings, even if such furnishings and fittings are rented) for the duration of the exhibition, including round trip transportation. In this regard losses and damages on account of an insured risk are covered (e.g. theft, fire and other damages).

Smaller valuables have to be locked away in glass display cases or display cabinets (e.g. precious metals, jewellery, objects d'art or other collectors' pieces). Valuable articles are insured up to a maximum of 10% of the first loss sum, EUR 2,500.00. If higher insurance cover is desired, this has to be agreed with the insurance broker, Oskar Schunck Aktiengesellschaft & Co. KG. The same applies to furs.

Irrespective of specifically agreed protection, insurance cover against the risks of breaking and entering, theft and other loss shall only exist if the exhibited items are permanently overseen by the insured and/or its employees during setting up and dismantling of the exhibition booth as well as throughout visiting hours until closing of halls and if the exhibition halls are guarded during the night-time. This precaution analogously also applies to insured exhibition materials positioned on open-air grounds.

Important Exclusions (among others):

- Cash - money and other personal articles of value
- Loss or damage to exhibition materials located outdoors through theft and weather conditions
- Embezzlement by employees
- Goods designated for consumption, e.g. promotional handouts, catalogues, foodstuffs, beverages and tobacco products
- Inherent vice and natural characteristics of exhibition materials
- polish cracks, adhesive solutions, rust and oxidation
- Tube and filament fracture, shrinkage, adoption of odour, vermin
- Lack or defects in packaging proving to have unsuitable stress levels;
- Damages caused by processing, assembly, disassembly, utilisation or demonstration itself
- War, civil war and warlike events, terrorism and political acts of violence, seizure, divestment and other interventions of higher authority, radioactive contamination due to utilisation of chemical, biochemical substances or electromagnetic waves as weapons constituting a public danger and this in fact without taking into account any other contributing causes, nuclear energy and other radiation

### Section 2

#### Insurance Covering Financial and Freight Haulage Consequential Damages EUR 25,000.00 on first loss for each event of loss

Pure financial damages are deemed to be insured, provided that it relates to error based on late arrival or cash on delivery. Prerequisite is that one of the carriers involved in such transport bears liability within the framework of a customary transportation contract on the merits of German law.

Consequential damage to freight is also insured. Consequential damage to goods arises if such damage has arisen based on a direct consequence of recoverable freight damage.

### Section 3

#### Third Party Liability Insurance

EUR 3,200,000.00 on damages caused to human beings or material damage  
EUR 50,000.00 on financial damage (for each event of loss)

Total performances on all insured events during any one year amount to double this insured amount

The risk run by an exhibitor to be held liable by third parties for compensation of damages due to behaviour in connection with an exhibit based on statutory liability as set forth under private law is covered. Defence of unjustified claims is also covered by this insurance.

Important Exclusions (amongst others):

- The general terms and conditions of insurance apply to the third party liability insurance ("AHB"), which amongst others contain the following exclusions: Gradual loss (based on the influence of temperature fluctuation, gasses, vapour or humidity)
- Waste water damage
- Damages to outside property, which the exhibitor has rented, leased, hired, borrowed, etc. or objects which are subject matter of a specific custody contract
- Processing damages
- Third party claims based on damages resulting from environmental influences.

### General

#### Co-insurance due by the insured party

An excess amounting to EURO 160.00 per event of damage has been concluded.

#### Miscellaneous

Underwriters are the AXA Versicherung AG, Rolandstr. 44, 40476 Düsseldorf and KRAVAG-LOGISTICS AG, Innere Kanalstraße 15, 50823 Cologne, with whom the organiser concludes insurance contracts. This cover shall be secondary to any other possibly existing policies. The contract is being managed by Oskar Schunck Aktiengesellschaft & Co. KG, Grafenberger Allee 293, 40237 Düsseldorf. Please contact Oskar Schunck AG & Co. KG with regard to all contractual matters and in all cases of damage. Your contact person there is:

Mr. Daniel Miebach    Tel.: +49 211/13993-177  
                                 Fax: +49 211/13993-199

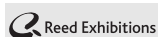
In the event of urgent events of damage outside Oskar Schunck Aktiengesellschaft & Co. KG's normal business hours, please contact the expert surveyor's office, C. Gielisch (for cases of damage from EURO 1,500.00).

C. Gielisch GmbH  
Zollhof 1  
40221 Düsseldorf

Tel. +49 211 13806-01  
Fax: +49 211 32 36 830

-24-Hour- hotline +49 180 5443547-

# General Terms and Conditions of Reed Exhibitions Deutschland GmbH G for Advertising Possibilities and Sponsorship Contracts



Reed Exhibitions Deutschland GmbH | Völklinger Str. 4 | D-40219 Düsseldorf | Tel. +49 (0)211/90 191-197/-147/-327 | Fax +49 (0)211/90 191-149  
Amtsgericht Düsseldorf HRB 28688 | Management: Hans-Joachim Erbel, Matthias Templin, Michael Freter | www.viscom-messe.com

## 1. General

- 1.1 These General Terms and Conditions lay down the legal relationship between Reed Exhibitions Deutschland GmbH, Völklinger Straße 4, 40219 Düsseldorf (hereafter „the Organiser“), and the Sponsor of the event being held by the Organiser.
- 1.2 The General Terms and Conditions of the Sponsor carry no validity for the contractual relationship between the Organiser and the Sponsor.

## 2. Scope

- 2.1 The Sponsor shall provide sponsorship for the relevant event staged by the Organiser on the basis of the contractual agreement between the parties.
- 2.2 The Sponsor is aware that the Organiser will be enlisting further sponsors for the event. The Sponsor is expressly entitled to admit companies to the event which are in competition with the Sponsor, to function as further sponsors and/or exhibitors or other participants.
- 2.3 The sponsorship does not entitle the Sponsor to exert influence on the form and content etc. of the Organiser's event.

## 3. Payment terms

- 3.1 The sponsorship fee to be paid by the Sponsor to the Organiser is due on the date on which the Organiser's invoice is received by the Sponsor.
- 3.2 If the Sponsor is in arrears with payments to the Organiser, the Sponsor shall pay interest on the sum due at the rate of the current legal default interest rate, i.e. 8 percentage points above the base interest rate in accordance with Article 247 of the German Civil Code, but at least 8% p.a. on the sum due to the Organiser. The Organiser reserves the right to press further delay damage claims. The onus lies upon the Sponsor to prove that no damage was incurred, or that it was much lower than the figure named above.

## 4. Liability disclaimer

- 4.1 If the event cannot be held, due to reasons for which the Organiser is responsible, the Organiser is obliged to return any payment the Sponsor has made to him. The Sponsor is not entitled to press any further claims in this case.
- 4.2 If the event is prevented from being held, either in full or in part, or in the manner originally planned, by unforeseen circumstances over which the Organiser has no control, especially as the result of force majeure, the Organiser is entitled to withdraw from the contract. The Organiser is obliged to inform the Sponsor immediately of the full or partial impossibility of holding the event, and, in the case of it being impossible to hold the event, to refund any payments already made, or in the case of it only being possible to hold the event to a limited extent, to refund the corresponding proportion of the payments. The Sponsor is not entitled to press any further claims in this case. Force majeure constitutes e.g. terrorist attacks, epidemics (especially SARS), natural disasters, structural changes made by the landlord, water damage and officially decreed clearance or closure.

In the event of the Sponsor's not achieving the communication aims being pursued by entering into the contract, the Organiser carries no liability above and beyond providing the contractually agreed services, unless the Organiser has impeded or frustrated such achievement by culpably breaching fundamental contractual obligations.

- 4.3 With the exception of damages arising from injury to life and limb or to health, the Organiser excludes all liability to the Sponsor unless it is due to grossly negligent breach of contract on the part of the Organiser or on wilful or grossly negligent breach of contract on the part of a legal representative or subcontractor of the Organiser. In all cases, the Organiser's liability is restricted to foreseeable damage as per standard contract provisions.

## 5. Confidentiality

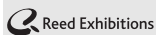
- 5.1 The Sponsor undertakes not to disclose to third parties any information concerning the Organiser and the event to which he gains knowledge while collaborating with the Organiser which is not generally accessible, and to maintain secrecy regarding such information towards third parties.
- 5.2 The obligation as stipulated in paragraph 5.1 above remains valid even after termination of the contractual relationship between the Organiser and the Sponsor.

## 6. Final provisions

- 6.1 There are no verbal sub-agreements. Any changes and supplements to these General Terms and Conditions must be made in writing. This also applies for any change or supplement to, or cancellation of, these General Terms and Conditions.
- 6.2 Should any of the above provisions of these General Terms and Conditions prove invalid, or become so in the future, this shall not affect the validity of the remaining provisions. The parties undertake to substitute the invalid provision with a valid provision which most closely reflects the business purpose of the invalid one.
- 6.3 The exclusive court of jurisdiction for all disputes arising from and in relation to the contractual relationship and its execution, and these General Terms and Conditions, is Düsseldorf.
- 6.4 The law of the Federal Republic of Germany applies exclusively to this agreement; the UN CISG is excluded.

# Terms and Conditions of Reed Exhibitions Deutschland GmbH for Stand Construction

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Reed Exhibitions Deutschland GmbH | Völklinger Str. 4 | D-40219 Düsseldorf | Tel. +49 (0)211/90 191-197/-147/-327 | Fax +49 (0)211/90 191-149  
Amtsgericht Düsseldorf HRB 28688 | Management: Hans-Joachim Erbel, Matthias Templin, Michael Freter | www.viscom-messe.com

## 1. General

- 1.1 The Terms and Conditions regulate the legal relationship between Reed Exhibitions Deutschland GmbH (the Organiser) and the Exhibitor on conclusion of a stand construction contract between the Organiser and the Exhibitor.
- 1.2 Reed Exhibitions Deutschland GmbH's General and Special Trade Fair and Exhibition Terms also apply.

## 2. Conditions for authorisation

- 2.1 An order form supplied by the Organiser should be used to order the stand. The order should be completed in full by the Exhibitor, feature a legally binding signature and be received by the Organiser by the final submission date stated on the order form and in the Special Trade Fair and Exhibition Terms.
- 2.2 The Exhibitor shall be bound by his order for a period of twelve weeks.
- 2.3 No conditions or reservations added to the order shall be considered.
- 2.4 The details given shall be saved and may be forwarded to third parties for the purpose of automatic processing of the order.

## 3. Conclusion of contract

- 3.1 The stand Contract shall come into force on receipt of the registration confirmation/authorisation or a special declaration from the Organiser to the Exhibitor.
- 3.2 In the event of the Exhibitor withdrawing from, or terminating, the stand construction Contract, the Exhibitor is liable to pay the full fee agreed for the stand construction.

## 4. Regulation stand

- 4.1 The Organiser shall make the stand available to the Exhibitor exclusively for its agreed purpose as an exhibition stand for the duration of the event.
- 4.2 a) The Organiser is entitled to arrange to have the services he has contractually agreed to perform carried out by a subcontractor.  
b) In this case as well as in the case of orders for additional services the terms and conditions of the subcontractor apply.
- 4.3 The Exhibitor may not make any unauthorised structural changes to the stand. Any decorative elements which the Exhibitor wishes to mount must first be cleared by obtaining the express prior consent of the Organiser.
- 4.4 Any items included in the basic specifications of the stand which are not required by the Exhibitor cannot be refunded or exchanged.
- 4.5 Where possible from a technical and staffing viewpoint, any changes desired by the Exhibitor to the stand shall be accommodated by the Organiser, without such agreed changes becoming part of the Contract. Non-fulfilment shall not justify any claims on the Exhibitor's part against the Organiser. The Exhibitor shall pay the Organiser for any additional costs incurred as the result of making such desired changes.

## 5. Organiser's liability

- 5.1 The Organiser shall not accept any duty of care for exhibition goods and other items belonging to the Exhibitor, and excludes any liability for damage or loss.
- 5.2 The Organiser is liable for wilful actions or gross negligence on his part. In the event of a breach of duty due to ordinary negligence on the Organiser's part, or that of his subcontractor, liability shall be limited to typical contract and foreseeable damages. In the event of breach of minor contractual obligations due to slight negligence, all liability is excluded towards exhibiting companies. The above liability limitations do not apply to bodily injury,

damage to health or loss of life in cases where the Organiser carries responsibility.

## 6. Exhibitor liability

- 6.1 The Exhibitor carries full liability for all damage and losses caused to the stand, including that caused by third parties.
- 6.2 The Exhibitor's liability starts on taking possession of the stand, but by 18:00 at the latest on the day before the start of the event, and ends on return of the stand to the lessor.
- 6.3 Any damage to the stand will be invoiced to the Exhibitor. Damaged walls are billed at EUR 50.00 per unit. Other damaged or non-returned rented goods shall be billed at replacement cost.
- 6.4 The Organiser recommends that the exhibitor take out appropriate insurance for the stand.

## 7. Time limit / Period of limitation

- 7.1 Exhibitors should make any claims in writing against the Organiser within 24 hours of accepting the stand and noticing the defect. Any claims submitted after this time shall be excluded.
- 7.2 All claims made by the Exhibitor against the Organiser shall lapse within six months from the end of the month in which the final day of the event falls; excluded here are claims in which the Organiser is liable due to wilful action on his part.

## 8. Payment terms

- 8.1 Invoices for stand construction should be paid immediately, with no deductions, to the amount shown on the invoice.
- 8.2 The precondition for the Organiser's providing the services ordered by the Exhibitor is prompt and full payment of all invoice sums.
- 8.3 In the event of late payment, the Organiser is not obliged to provide the stand and/or any other services. This does not affect the Organiser's right to press damage claims against the Exhibitor.

## 9. Final provisions

- 9.1 The laws of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods is excluded.
- 9.2 There are no verbal sub-agreements. Any changes and supplements to the Contract must be made in writing. This also applies for any change or supplement to the clause requiring the written form itself.
- 9.3 The court of jurisdiction for all disputes arising from and in relation to this Contract and its execution is Düsseldorf.
- 9.4 Should individual provisions of this Contract prove invalid, in full or in part, or become so in the future, this shall not affect the validity of the remaining provisions. The provisions which are invalid, in full or in part, shall be replaced with a valid provision which most closely reflects their commercial intention and purpose.
- 9.5 The German version of these terms and conditions shall be decisive.