Conditions of Participation
Special Section

imm Cologne
Cologne, 14.01.-18.01.2024

1 Organiser, event, venue and dates, visitor admission

1.1 Title
(1) The imm cologne 2024 is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

(2) imm cologne 2024 will be held from Sunday, 14 January to Thursday, 18 January 2024 at the Cologne Exhibition Centre.

1.2 Opening times
For exhibitors of imm cologne 2024:

Sun. 14 January to Wed. 17 January 2024	daily from 8:00 a.m. to 7:00 p.m.
Thu. 18 January 2024	from 8:00 a.m. to 6:00 p.m

For trade visitors of imm cologne 2024:

Sun. 14 January to Wed. 17 January 2024	daily from 9:00 a.m. to 6:00 p.m.
Thu. 18 January 2024	from 9:00 a.m. to 5:00 p.m.

1.3 Trade visitor admission
Admission is limited to trade visitor

1.4 Stand construction and dismantling:
(1) **Construction of exhibitors' own stands:**

Tue. 2 January to Sat. 6. January 2024	06:00 a.m. to 10:00 p.m.
Sun. 7 January 2024	06:00 a.m. to midnight
Mon. 8 January to Fri. 12 January 2024	midnight to midnight
Sat. 13 January 2024	midnight to 6:00 p.m.

All stand construction measures must be finished and the aisles must be completed cleared by 6:00 p.m. on Saturday, 13 January 2024. Minor design changes can be carried out within your stand up until midnight.

(2) Dismantling of the exhibition stand and the presentation of goods may not begin before the end of the event at 6:00 p.m. on Thursday, 18 January 2024. The dismantling of all stands and exhibits must be completed by 6:00 p.m. on Sunday, 21 January 2024.

(3) Occupation of a stand built by Koelnmesse from Saturday, 13 January 2024 from 8:00 a.m. onwards.

2 Eligibility to participate

2.1 Exhibitors
Only manufacturers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at imm cologne. Such producers must exhibit products that correspond to the focus of the event (see the list of product group entries). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.
You can exhibit for the companies you represent as a trade representative, sales company, association and importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits.
Koelnmesse also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand.
Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter.
All exhibited products and services must correspond to the focus of the event. See the accompanying list of product group entries, form 1.30. The products must be new ex-works. Products and services that do not correspond to the list of product group entries and used products may not be exhibited or offered.

2.2 Co-exhibitors
The participation of co-exhibitors at imm cologne is possible. A special application and an acceptance by the organiser are required for the use of the stand area by a co-exhibitor (see Item V of the General Section of the Conditions of Participation).

3 Participation fee and other costs

3.1 Participation fee

on application until 30 June 2023* EUR 225.00 per m²
on application from 1 July 2023* EUR 237.00 per m²

*date of receipt by Koelnmesse.

The participation fee does not include the provision of stand partition walls or other special construction elements.
The participation fee will be calculated according to the dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not provide grounds for a reduction in the participation fee.

3.2 AUMA fee
The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e.V. – AUMA) charges you a fee of Euro 0.60 per m² of exhibition space for representing your interests. Koelnmesse will calculate and collect the fees in the name of, and on the account of, AUMA. More detailed information is available at www.auma-messen.de.

3.3 Energy costs
Exhibitors will be charged a proportional flat-rate energy fee of Euro 21.00 per m² of occupied stand area.

3.4 Down payment for services
Koelnmesse shall be entitled to charge a reasonable down payment for the services used for the event in question – e.g. electrical and water connections, stand cleaning, etc. The down payment for services shall be assessed on the basis of the services charged for the previous event. The down payment for exhibitors who have not participated in the previous event shall total Euro 22.00 per m² – plus the costs for the obligatory marketing services (Marketing Package); see Item 7.2, Special Participation Conditions.

Once the event has ended, a separate final invoice for services will be issued; the down payment will be applied towards this amount. The invoice shall fall due for payment immediately following receipt. If the amount of the down payment should exceed the fees actually incurred for services, the amount by which the down payment exceeds actual charges shall be refunded to the exhibitor. The exhibitor shall have no claim to payment of interest on the down payment.

3.5 Co-exhibitor fee
Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of Euro 850.00 per company will be charged. The price of inclusion in the Marketing Package is not included in this fee (see Item 7.2, Special Participation Conditions). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

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

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

3.7.1 VAT identification number
As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service – a so-called event service – in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse will

therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the application form in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers.

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

3.8 Costs in the event of non-participation

3.8.1 After receipt of acceptance/stand space confirmation
You cannot normally withdraw from the contract after you have received the admission / stand space confirmation. The regulations contained in Item II of the General Section of the Conditions of Participation apply.
In the event of non-participation, companies that have registered for a trade fair must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25 % of the participation fee subject.

3.8.1.1 Stand construction by Koelnmesse – Complete stands
If you have ordered a complete stand — comprising the stand area and the stand construction — from Koelnmesse, you may cancel the stand construction order only if you do so no later than six weeks before the stand construction period officially begins. The date on which Koelnmesse receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse is entitled to charge a flat-rate fee for the costs incurred. These costs amount to 30 % of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of construction, 50 % of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of construction, and 100 % of the agreed fee in the event of a cancellation at a later time or during the construction of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

3.8.1.2 Stand construction by Koelnmesse – Individual stands and turnkey system stands
In a case where the stand construction has been ordered independently of the application of a stand area, the provisions of Koelnmesse Group's General Terms and Conditions for services and Koelnmesse Group's Special Terms and Conditions for stand construction services apply. You can download Koelnmesse Group's General Terms and Conditions for services from the event's website or from https://service.imm-cologne.com/serviceshop/login.

3.8.2 You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the amount charged.

3.9 Change of invoice
The information on the invoice address given with the online application is binding. Issuing a new invoice for reasons for which Koelnmesse GmbH is not responsible is subject to a fee. A flat-rate fee of 100.00 Euro will be charged for each new invoice.

4 Stand sizes and construction

4.1 Stand size
The minimum stand size is 12 m².
Please note that hall pillars and other fixed construction elements may be present in the rented stand area. Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation. Trade fair partition walls for separating the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee at the service shop https://service.imm-cologne.com/serviceshop/login.
This fee does not include stand construction. Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

4.2 Responsibility
The construction, design and operation of the stand must adhere to all regulations that are valid in Germany (including the regulations of the Sonderbauverordnung, the Arbeitsschutzgesetz (industrial safety law), the industrial safety regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction, dismantling, design and operation of the stand.
The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons working on their behalf to ensure that they adhere to the regulations. The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.

4.3 Maximum stand heigt
The maximum permissible stand height is set at 4.50 m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present. This is also the maximum allowable height for all company and product signs and all types of advertising.
The stand must be constructed in a way that makes it as transparent as possible from all sides bordering on aisles. A stand front that is 70 % open is desired. Long, enclosed stand designs are not permitted along the aisles, The stand sides along the aisles should be made more open by installing elements such as glass cases, niches or displays, for example.
As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for one-storey stands that do not exceed the permitted height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and at least 6 weeks before the event commences.
These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

4.4 Notice of approval
Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/ arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.
There is no obligation on the part of Koelnmesse to ensure the observance of other provisions. Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to issue the notice of approval. You have been informed of the fact that in exceptional cases — at your request and on your account — the stand construction documents must be submitted to the responsible authorities for scrutiny.
Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be responded to immediately. In case of imminent danger, Koelnmesse is entitled to determine at it´s absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

4.5 Form of stand
The following terms are used for the stand forms:

Terrace stand:	one side open
Corner stand:	two sides open
Two-corner stand:	three sides open
Island stand:	four sides open

Deviations from the requested stand shape do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

4.6 Construction and design of the stands
The stand must be constructed to comply with the form of the stand confirmed.
The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question.
The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space. Banners and company signs are not permitted to encroach into the aisles.
Koelnmesse also offers a completely outfitted turnkey stand system. Orders can be placed at the service shop https://service.imm-cologne.com/serviceshop/login.

4.7 Clearing the stand before the specified time is forbidden
The registered and authorised products must be on display at the stand, and stand personnel must be in attendance, for the entire duration of the event (General Section of the Conditions of Participation, Item III, Paragraph 2).
Dismantling of the exhibition stand and the product presentation may not begin before the end of the event at 6:00 p.m. on Thursday, 18 January 2024. This means that the stand may not be partially or completely cleared, and products may not be packed away, before this time.
Clearing the trade fair stand before the official end of the event represents a serious breach of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to Euro 2500.00 (depending on the severity of the violation) for each such violation and/or to exclude the exhibitor from subsequent events.

5 Exhibitor and work passes

5.1 Exhibitor passes
Each exhibitor receives free passes that are valid for the period from the first day on which construction work begins to the final day of dismantling:
- 3 exhibitor passes for a stand up to 20 m² size
- One additional pass for each additional 10 m² or part thereof up to a stand size of 100 m²
- One additional pass for each additional 20 m² or part thereof over a stand size of 100 m²
- The maximum number of passes free of charge is 150 exhibitor passes.

The exhibitor passes can be retrieved via the pass portal. You will receive the access data after distribution of the participation invoice. Additionally required exhibitor passes can also be ordered in the pass portal. After the fair, only the redeemed and entered passes will be charged.

5.2 Work passes
You will also receive free passes that allow people commissioned by you or who work on your behalf to access the exhibition centre in order to construct or dismantle your stand. These passes are only valid up to the start and after the end of the event. They do not entitle the holders to enter the grounds during the event.
- 2 passes for a stand up to 10 m² size
- 4 passes for a stand up to 20 m² size
- One additional pass for each additional 10 m² or part thereof up to a stand size of 100 m²
- One additional pass for each additional 20 m² or part thereof over a stand size of 100 m²
- The maximum number of passes free of charge is 150 work passes

You will receive the passes digitally with the exhibitor passes.

5.3 Transfer of passes forbidden
All passes are for specific individuals and are non-transferable.Transferring a pass to a third party — whether sold or given free of charge — is not permitted and represents a severe violation of the Conditions of Participation, as stipulated by Item VI of the General Section of the Conditions of Participation.

6 Rules on selling

6.1 In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag.
This regulation does not apply to printed matter such as trade publications and specialist journals.

6.2 In view of the special trade character and prestige of imm cologne 2024 and rules governing equality of opportunity, it is essential that the regulations stated in Item 6.1 be **observed strictly and without exception**.

6.3 Koelnmesse has the right:
(1) to impose a **fine of up to Euro 2,500.00,** depending on the severity of the violation, on any exhibitor who violates the limitations on sales and visible price markings in Item 6.1 for each such violation;
and/or
(2) to **immediately close the stand** of any exhibitor who violates or has violated the limitations on sales and visible price markings in Item 6.1. The stand can be closed while imm cologne is still in progress and without a court order. The exhibitor in question is responsible for any costs or consequences resulting from the stand closure;
and/or
(3) to **deny admission** to imm cologne 2024 to exhibitors who have violated the limitations on sales and visible price markings.

7 Marketing services (Marketing Package)

7.1 Scope of obligatory marketing services
Koelnmesse issues official trade fair media to accompany the events it hosts.

The components of these media for main exhibitor, group organiser and group participant are as follows:
- Entry in the alphabetical list of exhibitors in the fair catalogue, the app and online exhibitor search
- Ten product group entries in the fair catalogue
- Unlimited number of product group entries in the app and the online exhibitor search
- Unlimited number of trademark entries basic in the app and online exhibitor search
- One product entry premium in the app and the online exhibitor search incl. product photo and product description
- Presentation of the company in the global B2B community for the industry with events, product and company information, networking opportunities and relevant industry news
- Networking participation in the app incl. scheduling tool
- Integrated lead tracking in the app
- Provision of unlimited number of admission ticket vouchers requiring registration

The components of these media for co-exhibitor are as follows:
- Entry in the alphabetical list of exhibitors the fair catalogue, the app and online exhibitor search
- Ten product group entries in the fair catalogue
- Unlimited number of product group entries in the app and the online exhibitor search
- Networking participation in the app incl. scheduling tool

7.2 Costs for the obligatory marketing services (Marketing Package)
Use of the marketing services listed under Item 7.1 is mandatory for all represented companies and co-exhibitors and costs:

Euro 1,740.00 per main exhibitor, group organiser and group participant
Euro 350.00 per co-exhibitor.
Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

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

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

Neither the exhibitor, nor Koelnmesse GmbH nor any other third party can require visitors to take part in lead tracking in the event app and so to pass on their personal data. The exhibitor is obliged to delete the personal data that it has received as a result of lead tracking in individual cases if it is requested to do so by Koelnmesse GmbH or the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data.

The exhibitor may only forward the personal data received as a result of lead tracking to third parties if and to the extent that the exhibitor has received express consent from the respective visitor. The exhibitor undertakes to use the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the exhibitor shall exempt Koelnmesse GmbH from all claims by third parties. Existing BSafe regulations still apply.

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

Advertisers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. With regard to Koelnmesse's liability, the regulations on liability contained in the general section of the Conditions of Participation apply.

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

8 Commercial property rights

8.1 Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.
If a final court decision has determined res judicata that an exhibitor in connection with one of Koelnmesse's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the res judicata court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

8.2 You will find more detailed information in the No Copy! brochure.

9 Non-permissible advertising/violations of the Conditions of Participation

In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, in particular the following advertising measures are forbidden:
- Exceeding the binding specified booth height
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse
- Advertising of an ideological or political nature

The exhibitor bears responsibility for the legality of competitions, raffles etc.
In the event of severe violations of the Conditions of Participation, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds — especially claims for damages — are excluded in this case.

10 Requirement for a written document

All explanations must be specified in writing.

11 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions.
Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

12 General Section of the Conditions of Participation, Technical Guidelines

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.

koelnmesse

General Section of the Conditions of Participation

I Registration

Registration can be carried out electronically or by post.

1. Electronic registration process

By completely filling in the registration forms and clicking on the button "Submit binding application" on the website you declare your intention to participate in the event (Registration).

Immediately after the dispatch of your binding registration you receive an automatic confirmation of receipt at the e-mail address you have supplied. This confirmation of receipt simply documents the fact that your registration has been received by the organizer and does not give rise to a contract between you and the organizer.

By dispatching the registration, you acknowledge the General and the Special Sections of the Conditions of Participation and the Technical Guidelines as binding.

2. Postal registration process (insofar as provided)

To indicate your intention to take part in the event, you must return to us a completely filled in and signed registration form (Registration). Alternatively you can scan the completed and signed participation documents and send them to us via e-mail to the e-mail-address given in the registration form. A digital signature can also be provided instead of the scanned signature.

By signing and returning the registration form, you acknowledge that the General and the Special Sections of the Conditions of Participation and the Technical Guidelines as binding.

3. You can download the Conditions of Participation from the event homepage or from the Service Shop. You also have the option of requesting the Technical Guidelines in printed form at any time.

4. The registration is binding on you as of its delivery to Koelnmesse. It cannot be subject to provisos or reservations; in particular requests for specific stand locations do not constitute a condition for participation.

5. The registration can only be revoked prior to your receipt of the acceptance / stand area confirmation when this is permitted by the Special Section of the Conditions of Participation. In this case, you have to pay a fee as stipulated in the Special Section of the Conditions of Participation.

II Acceptance

1. The organizer decides on your participation on the basis of the stipulations valid for all of the participants in the event (acceptance/ stand area confirmation).

There are no legal claims to be admitted. In the event that the organizer receives more registrations corresponding to the admission requirements prior to the deadline for submission of registrations than there is available exhibition space, the organizer will decide which applications for registration are approved according to the organizer's reasonable discretion.

If you have previously failed to fulfil your financial obligations to the organizer or have not fulfilled them punctually, your company can be excluded from acceptance.

2. The contract comes into force with the confirmation of acceptance/stand area confirmation, both of which are valid without signature.

3. Validity of the acceptance

The acceptance/stand area confirmation only applies to the respective event, the company registered and named in the acceptance and the products and services registered. Products and services that do not correspond to the Index of Goods may not be exhibited or offered.

The assignment of a stand area is carried out by the organizer in accordance with the exhibition topic area within the event to which the products you have registered belong.

Exhibitors do not have a right to have a stand area assigned to them of a particular shape, in a particular hall or a specific area within a hall. The exhibitor can specify a minimum and a maximum stand area during registration. Any acceptance by Koelnmesse that is within the specified size range is according to contract. Deviations from the average value of the specified desired sizes of up to 20% are also according to contract. An agreement is necessary in the case of greater deviations outside the desired size. This agreement is granted at the latest with the payment of the participation price.

The organizer is entitled to revoke the acceptance if it was granted on the basis of incorrect statements or if the participant subsequently fails to meet the conditions for acceptance.

4. Change after acceptance

The organizer is entitled to relocate or close entrances and exits, and to make structural changes to the trade fair halls for good cause (e.g. fire, fire protection, other hazard prevention) and taking into account your legitimate interests after acceptance without you deriving any rights from such changes.

In individual cases with good cause and taking into account your legitimate interests, the organizer is furthermore entitled to subsequently assign a different stand area to the one already allocated in the acceptance and to change the size and dimensions of the stand area. If the size of the stand area is reduced, the difference in the participation fee will be refunded to you.

In the event that the date or location of the event has to be changed due to good cause and this change can reasonably be demanded of you then the corresponding changes must be accepted; the acceptance/stand area confirmation is replaced by the organizer's corresponding notification of the changes. A change of location means a change to a location outside the exhibition centre.

You will immediately be notified should the stand area not be available for reasons beyond the organizer's control. In this case, you have the right to receive a refund of the participation fee.

In such cases, there is no entitlement to claim damages that go beyond this refund.

5. Rights of withdrawal

The organizer may withdraw from the contract if there is good cause. Such good cause is particularly the case if an application has been submitted to initiate insolvency proceedings or if such an application has been rejected due to a lack of assets. You must notify the organizer immediately if this is the case.

It is no longer possible for the exhibitor to withdraw a registration after the acceptance/stand area confirmation has been received.

As an exhibitor, you bear the sole risk for the following complications: products that are planned for the presentation cannot be imported as a result of the legal regulations valid at the event location or for other reasons; products arrive at the event location late, damaged or not at all (e.g. because they have become lost or are affected by transport or customs delays); you, your staff, your stand personnel or the personnel charged with the construction of your stand are delayed or prevented from arriving at the event location, e.g. due to the refusal of a visa. You remain obligated to pay any and all costs that have been agreed upon.

The organizer can consent to a request for release from the contract by way of exception if the stand area made available can be assigned to a third party in return for payment. Unless specified otherwise in the Special Section of the Conditions of Participation, the organizer is then authorized to demand a flat-rate amount of 25% of the participation fee for the costs incurred without further evidence. If the stand area cannot be transferred to a third party for a fee, the contract remains

in force and the participation fee must be paid in full. The occupation of the stand area that is no longer reserved by another participant who has already been admitted to the event and assigned a stand area is not considered to be a rental to a third party against payment, as two areas were merely exchanged.

If the Special Section of the Conditions of Participation stipulate that you must purchase a Marketing Package, the specified price has to be paid in the event that you withdraw from the contract and the admission ticket vouchers have been provided. This does not affect your liability for catalogue fees, stand construction fees or other costs, particularly if they involve services from third parties or have arisen due to services that have already been provided.

You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the fee charged.

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

III Construction, design and operation of the stands

1. As an exhibitor, you are responsible for ensuring that your trade fair participation, and especially the construction and design of your stand, comply with all the legal standards valid in the Federal Republic of Germany as well as the regulations of these conditions and the Special Section of the Conditions of Participation and the Technical Guidelines including any hygiene regulations. This also applies to the persons working on behalf of the exhibitor, who must be supervised to ensure that they adhere to the stipulations.

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

3. Any additional technical services that may be required, in particular the installation of electricity, water and safety measures, the hiring of local personnel, etc., can be ordered from the Service Shop of Koelnmesse GmbH and are invoiced separately. Orders placed by third parties (in particular by stand construction companies) in connection with the construction, furnishing and design of your stand area are considered to have been commissioned by the exhibitor and at the exhibitor's expense.

4. The registered and authorized products must be on display at the stands for the entire duration of the event. Stand personnel must also be in attendance throughout this entire time. Clearing the trade fair stand before the official end of the event represents a serious breach of these Conditions of Participation and entitles the organizer to pursue claims for damages and to exclude your company from future participation in events of the Koelnmesse Group.

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

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

7. The organizer can require that you remove products that do not correspond to the Index of Goods, the presentation of which would not comply with legal stipulations of the Federal Republic of Germany or that may cause a significant interference with the operation of the trade fair or give rise to a hazard to the safety of exhibitors and visitors due to smells, noises or any other emissions or due to their appearance.

IV Participation fee and other costs/Terms of payment

1. The participation fee for the standardized event services covers the rental of the stand area for the entire duration of the event and the construction and dismantling periods stipulated in the Special Section of the Conditions of Participation; a specific number of exhibitor and work passes; the use of technical and service facilities at the exhibition centre; general hall security; cleaning of the generally accessible hall areas; general hall lighting; and advice on organization, advertising and public relations work for your participation.

In addition, the participation fee includes services provided by the organizer as part of the general visitor marketing activities. At the organizer's discretion, these activities especially include a selection of the following services: Placing of advertisements, direct marketing measures (e.g. publication and dispatch of newsletters and other information to potential visitors by mail, fax, or other means of electronic transmission), provision of an online ticket shop, and event-related Internet domains. The standardized event services also include the provision and supply of energy covered by the flat-rate energy fee; in this respect, please note the corresponding regulations of the Special Section of the Conditions of Participation.

The event services also encompass the inclusion in the list of exhibitors. This is obligatory for each exhibitor, co-exhibitor, group participant and additionally represented company. Please note the corresponding regulations of the Special Section of the Conditions of Participation.

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

3. The amount of the participation fee and other costs will be calculated on the basis of the dimensions of the allocated stand area and according to the rates specified in the Special Section of the Conditions of Participation. Projections, pillars, installation connections and other fixed objects are not taken into account in the calculation of the allocated floor area, which is deemed to be in accordance with the contract.

4. In the case of two-storey exhibition stands the participation fee for the stand area of the upper storey approved after technical inspection is governed by the regulations in the Special Section of the Conditions of Participation.

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

6. All prices are net fixed prices plus any value added tax and comparable taxes of the event location that may be payable. Please note the regulations for VAT refunds listed in the Special Section of the Conditions of Participation.

7. The organizer shall have the right to increase the various prices to cover the higher costs in the event of an increase in its own production costs as a result of increased costs for manufacturing, procurement and labour as well as energy costs, fees, taxes and other public duties at the event location. The greatest amount that each individual price can rise is limited to 5% if more than 9 months have passed between the time the contract is concluded and the date the event is held, 7.5% if more than 18 months have passed and 10% if more than 24 months have passed.

8. All liabilities must be settled on time in order for you to occupy the reserved stand area.

9. Failure to execute payment on time will result in interest being charged of 9 percentage points above the base rate according to Section 288 of the Civil Code of the Federal Republic of Germany. The organizer is entitled to claim any higher damages it may have suffered. Compensation for damages does not apply or is reduced if you can prove that the organizer has incurred less or no damage as a result of the failure to pay on the due date.

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

10. A right of lien in the organizer's favour arising from the organizer's claim in regard to the provision of the stand area attaches to the objects brought to the exhibition centre by you.

11. The exhibitor agrees to an electronic invoicing process. The dispatch of the invoice is carried out electronically via e-mail to the e-mail address supplied by the exhibitor or by post as a paper invoice at the discretion of the organizer. The exhibitor must immediately notify the organizer of any changes to its e-mail address.

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

13. Should the exhibitor have any complaints about the invoice, they must be submitted in writing or in the case of electronic invoicing also via e-mail immediately or at the latest within two weeks of receipt. Subsequent objections cannot be considered. A processing fee of €100.00 will be charged for every change to an invoice after your receipt of the invoice that is made exclusively at your request and without an error on the part of Koelnmesse GmbH being present.

14. Any projections, pillars, installation connections and other fixed objects in the stand area provided do not entitle you to any reduction in the participation fee or other costs.

15. In the event of the organizer not being able to fulfil the contract in whole or in part, you have a claim to a proportional reimbursement of any payments you have made. Further claims are in accordance with the regulations in Items VII and VIII of these Conditions of Participation. This does not affect the regulation under Item XI of these Conditions of Participation.

16. You can only exercise a right of withholding or set-off against the receivables arising from the contractual relations insofar as your claims are undisputed or have been determined res judicata. Claims on the grounds of unjust enrichment (Section 812 of the German Civil Code) remain unaffected.

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

V Co-exhibitors, additionally represented companies, group participations

1. Stand areas can only be rented in their entirety and only to one contracting party. You, as an exhibitor, may not relocate, exchange, share or otherwise make available the stand area that was reserved for you to another party in whole or in part without the organizer's prior permission.

2. The use of the stand area by multiple companies is only permissible when the stipulations of the Special Section of the Conditions of Participation permit the participation of co-exhibitors and/or additionally represented companies.

3. A special application must be approved by the organizer before another company (co-exhibitor) can use the stand area to exhibit its own products with its own staff. This also applies to companies that are represented at the trade fair by their own products, but not by their own staff (additionally represented companies). Companies within a corporate group and subsidiaries count as co-exhibitors.

The organizer has the right to require you, as the exhibitor to pay a participation fee and other costs for co-exhibitors. The organizer also has the right to limit the number of co-exhibitors for each exhibitor. In addition, the preconditions specified in Item II of these Conditions of Participation apply for the admission of co-exhibitors and additionally represented companies. These companies are subject to the Conditions of Participation — General and Special Sections as well as to the technical guidelines.

If you have a co-exhibitor or additionally represented company exhibit at your stand without first obtaining the organizer's explicit permission, the organizer has the right to cancel the contract with you without prior notice and to have your stand area cleared at your risk and expense. No claims of any kind can be made against the organizer in this case, especially no claims for damages.

After acceptance contractual relationships also exist exclusively between the organizer and the exhibitor, who is responsible for the culpability of its co-exhibitors/additionally represented companies as for its own culpability.

4. When multiple companies wish to participate in the event together on one stand area — a group participation — the General Section and the Special Section of the Conditions of Participation and the Technical Guidelines are binding for every individual company. The registration is carried out by the group organizer, who is responsible for ensuring that the group participants adhere to the Conditions of Participation. After acceptance/stand area confirmation contractual relationships exist exclusively between the group organizer and the organizer. Exceptions exist in the case of individual orders by the group participants of services in their own name and on their own account; these are only permissible on site during the period from the first day of stand construction to the last day of the event in question.

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

VI Domiciliary rights

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

2. The organizer is entitled to have exhibits removed from a stand if their display violates applicable laws, or is morally offensive or not in keeping with the exhibition programme. Advertising of an political or ideological nature is prohibited. In the event of serious offences against the Conditions of Participation, the Technical Guidelines or the legal stipulations, the organizer is entitled to close your stand or have it vacated.

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

VII Liability for defects

The limitation period for liability for defects in deliveries of newly manufactured articles is 1 year. Liability for defects in used articles is excluded. A claim does not arise when the damage is as a result of normal wear and tear, force majeure, incorrect or negligent operation, excessive use, or the failure to observe legal requirements or instructions for operation.

VIII Liability/indemnity

1. The organizer is liable without limit for claims, irrespective of their legal grounds, of intent or gross negligence. The organizer is only liable for simple negligence insofar as essential contractual obligations have been breached, and any such liability is limited to foreseeable damage typical of the contract. Essential contractual obligations shall pertain only to those contractual obligations which are indispensable for the performance of the contract and on the fulfilment of which the exhibitor may rely. Otherwise the organizer's liability for damages is excluded.

The aforementioned limitations and/or exclusions of liability do not apply to a legally mandatory specified strict liability (e.g. arising from the Product Liability Act) or the liability from the acceptance of a guarantee or in the case of loss of life, bodily injury or impaired health.

Insofar as the liability is limited or excluded by the aforementioned regulations, this also applies to the liability of the bodies, employees, legal representatives and vicarious agents and officers of the organizer (also with regard to their respective personal liabilities).

2. A strict guarantee liability on the grounds of initial defects of the area provided is excluded.

3. A reduction of the fee due to material defects shall only be considered if the organizer has been notified in writing during the term of the contract of the intention to reduce the fee. Claims to reduction and/or rights of retention of the exhibitor can only be asserted insofar as they are based on legally determined or uncontested claims. Exhibitor's claims for repayment according to Section 812 of the German Civil Code remain unaffected.

4. If and to the extent that the organizer provides water, district heating, gas and electricity from the supply networks of utility companies, the exhibitor shall not assert any further claims for damages in the case of liability on the part of the organizer in the event of service disruptions than those to which the organizer is entitled under the relevant provisions vis-à-vis the respective utility company. The exhibitor shall immediately notify the organizer and directly notify the utility company supplying the service of any damage in writing.

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

6. Liability continues to be subject to the legal burden of proof rules, which are unaffected by this clause.

7. The organizer does not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are the property of the stand personnel. Therefore the organizer does not assume any liability for the loss of objects, equipment, structures and other valuables brought in by exhibitors and third parties, unless Koelnmesse has assumed custody for a fee. The possibility of hiring hall and stand security personnel for a fee is expressly pointed out.

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

Every visitor and exhibitor in the trade fair halls must be in possession of a valid admission ticket or exhibitor pass and show it to the aforementioned security personnel upon request. The exhibitor will notify those service providers it has commissioned that they will require an admission ticket (e. g. a constructor's ticket). The surveillance and security of individual stands or parts of stands is not included in this general oversight.

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

9. The organizer does not conclude specific insurance for the stand and the items located at the stand. The organizer recommends that the exhibitor insure its participation risk against the normal insurable risks such as fire, burglary, simple theft, damage, water damage etc. including the risks of transport to and from the event itself and at its own expense and that it ensure adequate insurance cover for the construction, trade fair, and dismantling periods including the periods of transport to and from the event.

All cases of theft and damage must be immediately reported to the police, the organizer and the insurance company at Messewache Ost (Security Office East) at Entrance East and thereafter notified in writing.

Stand security personnel may only be hired from the security companies commissioned by the organizer.

10. The exhibitors are also responsible for compliance with all laws, guidelines and other regulations applicable in the Federal Republic of Germany if the content of the organizer's Conditions of Participation deviate from such regulations. They are obligated to inform themselves in good time and comprehensively about the relevant regulations at the event location and to obtain the necessary knowledge.

The organizer is not obligated to provide any notification or information in this regard.

11. As an exhibitor, you are liable to the organizer and third parties for any damage that you, your personnel, your employees or third parties commissioned by you or other third parties that you use to fulfil your obligations culpably inflict on the organizer or third parties. You shall indemnify the organizer in this respect from all claims of third parties. The Technical Guidelines as well as the information contained in the organizer's circulars on questions concerning the preparation and implementation of the event must be strictly observed.

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

IX Assertion of claims/period of limitation

1. Claims against the organizer that are discernible to the exhibitor — of whatever type — must be submitted to the organizer in writing immediately, normally during the course of the event. The date on which the organizer receives the claim will be the sole criterion for determining if it has been received by the deadline. Claims which are received at a later date cannot be considered. This also applies to claims that would have been discernible with due diligence.

2. Claims against the organizer arising from the contractual relationship as well as all other claims relating thereto, shall become statute-barred after 6 months. The limitation period shall commence at the end of the month, in which the closing date of the event falls.

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

X Place of performance/place of jurisdiction/valid law

1. The place of performance is the seat of the organizer. The place of jurisdiction is Cologne, provided you are a merchant, a legal person governed by public law, or a special asset regulated by public law. This also applies to processes relating to documents, notes, and cheques. The organizer may also at its discretion assert claims at the court of the city in which you have your registered seat or your branch office.

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

XI Reservations / force majeure, cancellation of the event

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

2. In case the event is cancelled as a result of one of the cases mentioned in Item XI Paragraph 1, the exhibitor is obligated to cover the costs of the services already provided to the exhibitor if the organizer requests it to do so.

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

XII Final provisions

1. Only those stipulations in Item I Paragraph 1 respectively Paragraph 2 apply to the contractual relationship. Divergent or supplementary terms from the exhibitor do not become part of the contract even if the organizer does not specifically object to them. This applies especially to diverging conditions of payment.

2. Should some of the provisions be invalid or incomplete, the validity of the remaining provisions and the contract shall not be affected. In this case, the parties to the contract undertake to replace the invalid provision or to fill the gap with a provision that comes closest to fulfilling the economic purpose being pursued by the parties to this contract.

3. Any amendments to the contract must be in text form. The same shall also apply to any amendment or cancellation of the text-form clause itself.

Status: November 2020