

## Essential information

Please also refer to our enclosed Conditions of Participation.



interzum

Cologne, 09.-12.05.2023

### 1 Opening times

For exhibitors: Daily from 8:00 a.m. to 7:00 p.m.

For visitors: Daily from 9:00 a.m. to 6:00 p.m.

### 2 Registration

To register the **Online-Application** on the interzum webpage needs to be used. The application forms must be completely filled in and to be sent to Koelnmesse by clicking on the button "Submit binding application".

Alternatively the Form 1.10, filled out completely with stamp of your company seal and have a responsible person signed it, can be submitted. The registration is only valid when accompanied by the List of products on Form 1.30. Co-exhibitors\* or additionally represented companies\* are required to register using Form 1.20. A separate list of goods – Form 1.30 – must be filled in for each of these companies.

\*see Item V of the General Section of the Conditions of Participation

### 3 Product groups

- **Materials & Nature**  
Wood, veneers, parquet flooring, interior works, decorative surfaces, decor papers, laminates, wood-based panels, laminated plastic, mineral materials, edges, surface treatments, adhesives, embossing cylinders, press plates
- **Function & Components**  
Semi-finished products for cabinet, kitchen, office and modular furniture, fittings, locks, built-in parts, lamps and lighting systems
- **Textile & Machinery**  
Machinery for upholstery and bedding, upholstery materials, upholstery accessories, cover fabrics and leather

### 4 Participation fees

Renting a stand area costs **197.00 EUR** per square meter (rebooker early bird discount for registration until 31 October 2021; valid for new and returning exhibitors) or **219.00 EUR** per square meter (1. early bird discount for registration between 1 November 2021 and 31 March 2022). At registration from 1 April 2022 onwards, renting a stand area costs **244.00 EUR** per square meter.

In addition, a flat rate electricity fee of **10.50 EUR** per m<sup>2</sup> and an AUMA fee of **0.60 EUR** per m<sup>2</sup> will be charged.

Further details can be found in point 3 of the special section of the Conditions of Participation.

All prices are net prices and do not include any legally applicable VAT.

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 24.50 per m<sup>2</sup> – 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. All prices are net prices and do not include any legally applicable VAT.

**The participation fee does not include the cost for any constructions.**

### 5 Turnkey stands / Koelnmesse stands

Tel.: +49 221 821-3998

Be sure to take advantage of our offer and order a turnkey stand. These stands are available in various designs. You will find more detailed information on our website: [www.interzum.com](http://www.interzum.com)

### 6 Construction times

Please note the construction times as follows:

	29.04.-02.05.	06:00-24:00 h
Hall 1plus, 4-10	03.-07.05.	00:00-24:00 h (halls won't be closed)
	08.05.	00:00-18:00 h (last day of construction)
Hall 11	01.-02.05.	06:00-24:00 h
	03.-07.05.	00:00-24:00 h (halls won't be closed)
	08.05.	00:00-18:00 h (last day of construction)
Halle 3.2	02.05.	06:00-24:00 h
	03.-07.05.	00:00-24:00 h (halls won't be closed)
	08.05.	00:00-18:00 h (last day of construction)

**End of construction period: Monday, 8th May 2023, by 6:00 p.m. at the latest.**

Information subject to change

### 7 Dismantling times

**On May 12, dismantling isn't allowed before 6:00 p.m.**

12.05.	18:00-24:00 h (halls won't be closed)
13.-15.05.	00:00-24:00 h (halls won't be closed)
16.05.	00:00-18:00 h

**Please note, that it won't be possible to get a longer dismantling period.**

### 8 Stand confirmation

Once your company has been accepted for participation, you will receive confirmation of your stand **as of summer 2022**.

### 9 Technical guidelines / services

You may download the Technical Guidelines from the trade fair website or from <https://service.interzum.com/serviceshop/login>. Our entire range of services can be ordered online at the interzum service shop. You will receive your log-in data together with your stand confirmation in autumn 2022 or later.

**Please observe the submission deadlines for the order forms!**

### 10 Maximum stand height / special constructions

The maximum height for structures or advertising material of all stand constructions (incl. signs, banners and other advertising and construction elements) is set at 4.50m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present. Higher stand heights of up to 6.50m are permissible in halls 1plus and 6-9 without special acceptance. In halls 3 - 5, 10 and 11 a transgression of the maximum stand height is possible, depending on the height of the hall and after special acceptance by Koelnmesse. As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for acceptance drawings for one-storey stands that do not exceed the permitted height. All other stands and designs (e.g. two storey stands) must be accepted, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted for acceptance by Koelnmesse in good time before

the work is carried out, at least 6 weeks before construction commences. These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

The maximum height for structures or advertising material of all stand constructions in passages and boulevards is 3.00m.

## 11 Withdrawal / non-participation

The contractual relationship can no longer be terminated once the stand has been bindingly registered and confirmed. The organizer can agree to the request for release from the contract only in exceptional cases if the stand space not required can be rented to another exhibitor. In this case the organiser is authorised to charge a flat-rate sum corresponding to 25% of the participation fee (but a minimum of 750.00 EUR) for the costs incurred. If the space cannot be re-rented, the full participation fee must be paid. Please see "General Conditions of Participation", Item II.

## 12 Invoicing

You will receive the invoice for the stand area **starting in** February 2023. Please observe the terms and conditions of payment listed under Item IV of the General Conditions of Participation.

## 13 VAT refunds

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. If, in exceptional cases, services are not provided as uniform 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](http://www.bzst.bund.de).

## 14 Exhibitor passes

Each exhibitor receives free of charge and valid for the period from the first day on which construction work begins to the final day of dismantling:

- 3 passes for a stand of up to 20 m<sup>2</sup>
- 1 additional pass for each further unit or part unit of 10 m<sup>2</sup> up to a stand area of 100 m<sup>2</sup>
- 1 additional pass for each further unit or part unit of 20 m<sup>2</sup> above 100m<sup>2</sup>

The codes for the passes are provided to the customer in digital form and must be redeemed online via the event's ticket shop. The passes and travel tickets can only be used via the app of the respective event. The registration in the app must use the same data as used at the ticket shop. Additionally required exhibitor passes can be ordered online via [www.interzum.com](http://www.interzum.com) for a fee

## 15 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.

You will receive the passes digitally with the exhibitor passes.

## 16 Marketing services (Marketing Package)

The marketing services offered by Koelnmesse are the comprehensive and attention-grabbing solution for all stages of your trade fair communication. Use of the marketing services listed under Item 7.1 (Special Participation Conditions) is mandatory for all represented companies, co-exhibitors and other represented companies and costs:

Euro 1.680.00 per main exhibitor, group organiser and group participant  
Euro 250.00 per co-exhibitor and other represented companies.

Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

Please note: The editorial and advertising deadline is 16.03.2023.

## 17 A note on unofficial exhibitors' directories

So-called registration offers for seemingly official exhibitors' directories lead to confusion and enquiries from numerous exhibitors. Without having been asked, the providers of these exhibitors' directories are sending forms that give the impression that these are galley proofs or invoices from the publisher commissioned with publication of the official fair media. In fact, however, these so-called registration offers are order forms for an entry in directories of companies or exhibitors and do not involve the official fair media of Koelnmesse GmbH. The official media are exclusively issued by Koelnmesse GmbH, in cooperation with the media publisher commissioned by Koelnmesse GmbH. Entries in the official fair media can only be ordered through Koelnmesse GmbH or through the media publisher commissioned by Koelnmesse GmbH for the media in question.

## 18 Koelnmesse representatives abroad

Koelnmesse has representative offices in 80 countries. Staff members at these offices will gladly assist you. A list of these offices is available on the Internet at [www.koelnmesse.com](http://www.koelnmesse.com)

## 19 Please find the important contacts on our website [www.interzum.com](http://www.interzum.com)

# Conditions of Participation Special Section



interzum  
Cologne, 09.-12.05.2023

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

### 1.1 Title

interzum 2023 is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

**The event will be held at the Cologne Exhibition Centre from Tuesday, 9th May to Friday, 12th May 2023.**

### 1.2 Opening times

For exhibitors, daily from 08:00 a.m. to 7:00 p.m.  
For visitors, daily from 09:00 a.m. to 6:00 p.m.

### 1.3 Stand construction and dismantling

**Please note the construction times as follows:**

	29.04.-02.05.	06:00-24:00 h
Hall 1plus, 4-10	03.-07.05. 08.05.	00:00-24:00 h (halls won't be closed) 00:00-18:00 h (last day of construction)
	01.-02.05.	06:00-24:00 h
Hall 11	03.-07.05. 08.05.	00:00-24:00 h (halls won't be closed) 00:00-18:00 h (last day of construction)
	02.05.	06:00-24:00 h
Halle 3.2	03.-07.05. 08.05.	00:00-24:00 h (halls won't be closed) 00:00-18:00 h (last day of construction)

**End of construction period: Monday, 8th May 2023, by 6:00 p.m. at the latest.**

Information subject to change

Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 6:00 p.m. on Friday, 12th May 2023. Admission for dismantling personnel: from 6:00 p.m. Trucks will be permitted to enter from 8:00 p.m. Dismantling of all stands and exhibits must be finished by 6:00 p.m. on Tuesday, 16th May 2023.

## 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 interzum. Such producers must exhibit products that correspond to the focus of the event (see the List of Products). You may only participate as an exhibitor when 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. As a trade representative, sales company, association and importer. You can exhibit for the companies you represent 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 Products, Form 1.30. The products must be new ex-works. Products and services that do not correspond to the List of Products and used products may not be exhibited or offered.

### 2.2 Co-exhibitors

The participation of co-exhibitors and / or additionally represented companies at interzum 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 Point V of the General Conditions of Participation).

### 2.3 Visitors

interzum is open to trade visitors only. Permitted visitors are members of decision-making bodies and the responsible persons from the furniture production and interiors segments.

## 3 Participation fees and other costs

### 3.1 Participation fee

EUR 197,00 per m<sup>2</sup> rebooker early-bird discount\*\*  
(Registration until 31.10.2021)  
EUR 219,00 per m<sup>2</sup> 1. early-bird discount\*\*  
(Registration from 01.11.2021 till 31.03.2022)  
EUR 244,00 per m<sup>2</sup> standard rate\*\*  
(Registration from 01.04.2022 onwards)  
plus EUR 10.50 per m<sup>2</sup> proportionate energy fee  
plus EUR 0.60 per m<sup>2</sup> AUMA fee  
plus marketing package (see Item 7.2, Conditions of Participation, Special Section)

**\*\*for registration, the date of receipt by Koelnmesse applies.**

All prices are valid for new and returning exhibitors.

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

For two-storey exhibition stands, the actual allotted area in the upper storey following the technical inspection is calculated at 50% of the price per m<sup>2</sup> of floor area.

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 (AUMA) charges you a fee of 0.60 euros per m<sup>2</sup> 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](http://www.auma-messen.de).

### 3.3 Energy costs

A proportional flat-rate energy fee of 10.50 euros per m<sup>2</sup> of occupied stand area will be charged.

### 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 24.50 per m<sup>2</sup> – 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 of the Special Section), a co-exhibitor fee of € 400.00 per company will be charged. The price of inclusion in the Marketing Package is not included in this fee (see Item 7.2). 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.

### 3.8 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 registration form in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers.

### 3.9 Reimbursement of VAT

If, in exceptional cases, services are not provided as uniform 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](http://www.bzst.bund.de).

### 3.10 Cost in the event of non-participation

#### 3.10.1 Prior to receipt of acceptance / stand area

You can revoke your registration by means of a written declaration until you receive the admission / stand confirmation.

#### 3.10.2 After receipt of acceptance / stand area

As a rule, the contractual relationship can no longer be terminated once the admission / stand confirmation has been received. 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 amounting to 25% of the participation fee (at least € 750.00), provided the reserved stand area can be rented to a third party.

#### 3.10.2.1 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.

#### 3.10.2.2 Stand construction by Koelnmesse – Individual stands and turnkey system stands

In a case where the stand construction has been ordered independently of the registration 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 [www.koelnmesse-service-portal.de](http://www.koelnmesse-service-portal.de).

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

## 4 Stand sizes and construction

### 4.1 Stand size

The minimum stand size is 12 m<sup>2</sup>.

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 dividing the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee at Koelnmesse-Service-Portal.

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

Stand construction and design must adhere to all regulations that are valid in Germany (including the regulations of the Sonderbauverordnung, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines must also be complied with. All these provisions apply to your 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 you or on your behalf in connection with the construction and design of the stand. You are responsible for ensuring that all persons working on behalf of your trade fair participation know and comply with the aforementioned provisions and regulations. You must supervise the persons working on your behalf to ensure that they adhere to the regulations.

### 4.3 Maximum stand height

The maximum height for structures or advertising material of all stand constructions (incl. signs, banners and other advertising and construction elements) is set at 4.50m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present. Higher stand heights of up to 6.50m are permissible in halls 1plus and 6-9 without special acceptance. In halls 3 - 5, 10 and 11 a transgression of the maximum stand height is possible, depending on the height of the hall and after special acceptance by Koelnmesse. As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for acceptance drawings for one-storey stands that do not exceed the permitted height. All other stands and designs (e.g. two storey stands) must be accepted, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted for acceptance by Koelnmesse in good time before the work is carried out, at least 6 weeks before construction commences. These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

The maximum height for structures or advertising material of all stand constructions in passages and boulevards is 3.00m.

### 4.4 Notice of acceptance

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of acceptance. This notice of acceptance 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 acceptance. 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 immediately responded to. In case

of imminent danger, Koelnmesse is entitled to determine at its 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 construction of a back wall is mandatory for every exhibitor. 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 Koelnmesse booth configurator. Design of stand rear walls needs to be neutral.

## 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 passes for a stand of up to 20 m<sup>2</sup>
- 1 additional pass for each additional 10 m<sup>2</sup> or part thereof up to a stand size of 100 m<sup>2</sup>
- 1 additional pass for each additional 20 m<sup>2</sup> or part thereof above 100m<sup>2</sup>

The codes for the passes are provided to the customer in digital form and must be redeemed online via the event's ticket shop. The passes and travel tickets can only be used via the app of the respective event. The registration in the app must use the same data as used at the ticket shop. Additionally required exhibitor passes can be ordered online via [www.interzum.com](http://www.interzum.com) for a fee.

#### 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.

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.

#### 5.4 Exchange and return of passes

Exhibitor passes purchased for a fee but not used will not be charged.

## 6 Rules on selling

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. Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

## 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 all available fair media
- Ten product group entries in the fair catalogue
- Unlimited number of product groups in the app and the online exhibitor search
- Set-up and provision of an online press compartment incl. a company profile, a company logo, five press releases, ten pictures and five documents
- App for recording visitors at fair stand and use of the lead tracking service with Koelnmesse registration data – number of usage licences based on the size of the stand space
- Presentation of one Product Highlight in the app and the online exhibitor search incl. product photo and product description
- A presence on ambista.com, the online B2B network for the global interiors industry, complete with product and company information, networking opportunities for initiation business relationships and access to the most relevant industry information
- Activation for the Schedule Organiser Online
- Provision of unlimited number of admission ticket vouchers requiring registration

#### The components of these media for co-exhibitor and other represented companies are as follows:

- Entry in the alphabetical list of exhibitors in all available fair media
- Ten product group entries in the fair catalogue
- Unlimited number of product groups in the app and the online exhibitor search

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

Euro 1.680.00 per main exhibitor, group organiser and group participant  
Euro 250.00 per co-exhibitor and other represented companies.

Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

If an exhibitor still has not submitted an order to the official contractual partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on the respective Registration Form 1.10, 1.20 or 1.12, 1.13 or in the online application. 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 by scanning their admission tickets and so to pass on their personal data. The exhibitor is obliged to delete the personal data that it has received as a result of lead tracking in individual cases if it is requested to do so by Koelnmesse GmbH or the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data.

The exhibitor may only forward the personal data received as a result of lead tracking to third parties if and to the extent that the exhibitor has received express consent from the respective visitor. The exhibitor undertakes to use

the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the exhibitor shall exempt Koelnmesse GmbH from all claims by third parties.

#### **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.

The advertiser shall be responsible for the content of advertisements and entries, and for any damages resulting therefrom. Koelnmesse does not accept responsibility for printing errors, incorrect placement, errors and omissions or faulty printing.

Koelnmesse GmbH is not liable for damage to property and persons caused by the use of the FairMate LeadTracking App for the lead tracking service unless it can be proved that Koelnmesse GmbH acted deliberately or with gross negligence. Liability is limited to foreseeable damages. Participants use the FairMate LeadTracking App for the lead tracking service at their own risk. Although Koelnmesse strives to provide correct information, it does not guarantee the currentness, accuracy and completeness of the supplied information nor is it liable for such. Koelnmesse does not bear any responsibility for the service's technological availability. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. Maintenance, security and 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 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 on our homepage.

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

**9.1** 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, the following advertising measures in particular are forbidden:

- Exceeding the binding specified overall 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.

**9.2** 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 these cases.

**9.3** Dismantling the trade fair stand and / or the exhibits 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 €5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events.

## **10 Information service for visitors**

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

## **11 Requirement for a written document**

All declarations must be specified in writing.

## **12 Severability clause**

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract as a whole shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions.

Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

## **13 General part of the Conditions of Participation, Technical Guidelines**

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

## General Section of the Conditions of Participation

### I Registration

1. The registration can be carried out by post or, insofar as has been provided, by electronic means.

#### 1.1. Postal registration process

1.1.1 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 registration documents and send them to us via e-mail to the e-mail-address given in the registration form.

1.1.2. By signing and returning the registration form, you bindingly acknowledge that the General and the Special Sections of the Conditions of Participation and the Technical Guidelines are an integral part of the contract.

#### 1.2 Electronic registration process

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

1.2.2. Immediately after the binding dispatch of your 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.

1.2.3. By dispatching the registration, you bindingly acknowledge that the General and the Special Sections of the Conditions of Participation and the Technical Guidelines are an integral part of the contract.

1.3 You may download the Technical Guidelines from the event website or from [www.koelnmesse-service-portal.de](http://www.koelnmesse-service-portal.de). You also have the option of requesting the Technical Guidelines in printed form at any time.

1.4 The registration is binding on you regardless of whether your company is admitted to the event. It cannot be subject to provisos or reservations; in particular requests for specific stand locations do not constitute a condition for participation.

### II Acceptance/Transfer of stand space

1. The organizer shall accept your application in accordance with the conditions which apply to all participants (acceptance/stand area confirmation).

There is no legal claim to acceptance. If the number of registration forms complying with the requirement profile and received by the organizer prior to the expiration of the registration period exceeds the number of available exhibition spaces, the organizer shall have the right to make a discretionary decision regarding the admission of registrants to the exhibition.

Your company may be disqualified from admission to the exhibition if you failed to fulfil your financial obligations to the organizer at any time, or if you failed to fulfil such financial obligations within the pre-scribed period of time.

2. The contract comes into effect at the latest upon receipt of the acceptance/stand area confirmation (by post, fax or other electronic means of transmission), which is valid without a signature. Should the content of the acceptance/stand area confirmation differ substantially from that of your application, then the contract shall be concluded under the terms of acceptance/stand area confirmation if you do not lodge a written objection within 2 weeks of receipt of confirmation of acceptance. The same shall apply, if it is necessary to postpone the event or to transfer the event to another location, and the change is deemed to be reasonable with respect to yourself; in this case, the corresponding notification of change from the organizer shall supersede the acceptance/stand area confirmation.

The acceptance only applies to the respective event, the company applying and referred to in the acceptance letter, and its registered products and services. Products and services which do not conform to the list of products may not be exhibited or offered at the trade fair.

3. The organizer allocates stand space on the basis of which exhibition theme at the event your registered products belong to. There is no right to claim the allocation of stand space in a certain form, in a certain size, in a certain hall or in a certain hall area. Deviations from the requested form or placement of the stand do not provide grounds for an objection to be made under Item II, Paragraph 2 of the General Section of the Conditions of Participation.

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

You will be notified without undue delay if the stand space becomes unavailable due to reasons which are beyond the organizer's control. In this case, you will be entitled to a reimbursement of the participation fee.

Any further claims for damages, which will exceed the aforementioned reimbursement, shall be excluded in these cases.

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

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

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

8. Following receipt of acceptance/stand area confirmation, in general, revocation is no longer possible. The organizer can agree to the request for release from the contract in exceptional cases if the stand space no longer required can be assigned to another exhibitor against payment. In this instance, the organizer is entitled to demand general reimbursement of the costs incurred corresponding to 25 % of the participation fee without providing proof, unless otherwise specified in the Special Section of the Conditions of Participation.

If the stand area cannot be assigned to a third party against payment, the contract remains in force and the participation fee must be paid in full.

If the Special Section of the Conditions of Participation stipulate that you must purchase a 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. Liability for catalogue costs, stand construction costs and other costs, which in particular, have been incurred as a result of a claim by a third party or of services rendered, is not affected.

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

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.

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

9. The following cases will fall solely within your scope of risk as exhibitor:
- if the products which you have stipulated for the presentation cannot be introduced at the venue of the event due to the legal requirements prevailing there or due to other reasons, or
  - if such products do not arrive in due time, do not arrive undamaged or do not arrive at the venue of the event at all - e.g. as a result of any loss, delay in transport or customs, etc. - or
  - if your journey, the journey of your employees or your stand or installation personnel should be delayed or should become impossible - e.g. because a visa is not granted.

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

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

### III Construction, arrangement and operation of stands

- As an exhibitor, you are responsible for ensuring that your trade fair participation, and especially the construction and design of your stand, comply with all the statutory provisions of the Federal Republic of Germany as well as the regulations of this General Section and the Special Section of the Conditions of Participation and the Technical Guidelines. This also applies to the persons working on behalf of the exhibitor, who must be supervised to ensure that they adhere to the regulations.
- 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.
- Any additional technical services that may be required, particularly the installation of electricity, water and safety devices, the recruitment of local auxiliary personnel, etc., can be ordered via the Koeln-messe-Service-Portal (KSP) by means of special order forms against a separate charge. Orders placed by third parties (in particular by stand construction companies) in connection with the construction and design of stand areas are considered to have been commissioned by the exhibitor and at the exhibitor's expense.
- 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. Vacating the stand prior to the end of the event represents a serious breach of these Conditions of Participation and shall entitle the organizer to assert damage claims and exclude your company from future participation in Koelnmesse Group events.
- Products and services may only be presented within the stand area listed in the acceptance/stand confirmation. You may not distribute products, flyers and other advertising materials in other areas of the exhibition centre without first receiving the organizer's written permission.
- The legal stipulations of the Federal Republic of Germany must be complied with during the presentation and sale of products and services. Products that are not intended or approved for sale worldwide must bear a corresponding note or country-specific label.
- The organizer is entitled to demand that you remove products from your stand that do not correspond to the List of Goods, the presentation of which does not conform with the legal stipulations of the Federal Republic of Germany, or, which through their odour, noises, other emissions or appearance, could constitute a considerable disruption to the operation of the event or put the safety of exhibitors and visitors at risk.

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

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

of the following services: placing of advertisements, provision of advertising materials for the exhibitors' own communications measures, direct marketing measures (e.g. publication and dispatch of newsletters and other information to potential visitors by mail, fax, or other means of electronic transmission), provision of an online ticket shop, and event-related Internet domains. The standardised event services also include the provision and supply of energy covered by the flat-rate energy fee; in this respect, please note the corresponding regulations of the Special Section of the Conditions of Participation. The event services also encompass the inclusion in the list of exhibitors. This is obligatory for each exhibitor, co-exhibitor, group participant and additionally represented company. Please note the corresponding regulations of the Special Section of the Conditions of Participation. The organizer has the right to request additional payment for certain listed services.

- The participation fee does not include the provision of stand partition walls or other special construction elements.
- The amount of the participation fee and other costs will be calculated on the basis of the dimensions of the allocated stand space and according to the rates specified in the Special Section of the Conditions of Participation. The size of the allocated floor area is calculated without taking projections, pillars, installation connections and other fixed objects into account.
- For two-storey exhibition stands, the participation fee for the upper storey is calculated in accordance with the regulations of the Special Section of the Conditions of Participation after the upper storey has been approved following a technical inspection.
- After your admission, you will receive an invoice for the participation fee and the other costs; the in-voiced amount is due immediately upon receipt of the invoice. This also applies to all amounts that must be paid within the framework of the contractual relationship, and, in particular, to invoices, as stipulated by Item II, Paragraph 7 and Paragraph 8 of these Conditions of Participation.
- All prices are net fixed rates plus any accruing value-added tax as well as any comparable taxes which may be imposed at the venue of the event. Please note the regulations for VAT refunds listed in the Special Section of the Conditions of Participation.
- In the event of an increase in the organizer's own operating costs, the organizer shall have the right to increase the various prices by the amount that will cover the increase. The increase in its own operating costs may result from rising costs for manufacturing, procurement and labour or from increases in energy costs, fees, taxes and other public duties at the event location. The greatest amount that each individual price can rise is limited to 5% if more than 9 months have passed between the time the contract is concluded and the date the event is held, 7.5% if more than 18 months have passed and 10% if more than 24 months have passed.
- The settlement of all liabilities within the prescribed period shall be a prerequisite for the occupation of the stand space.
- Failure to execute payment on time will result in interest being charged of 9% above the base rate according to Art. 288 of the German Civil Code. If the damage incurred by the organizer is greater, he shall be entitled to lodge a claim for these damages. The compensation shall become invalid or be reduced, if you can provide evidence that the organizer has incurred little or no damage as a result of the payment default. Should settlement of the invoice not be effected by the deadline or in full, the organizer is, in addition, entitled to dissolve the contract with you and to otherwise dispose of the stand area reserved for your company.
- Resulting from the organizer's claim in regard to the assignment of the stand space, your exhibits are subject to a contractual lien in the organizer's favour.
- 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.
- Any services that have been provided by the organizer will be invoiced in euros. You are obliged to pay the amount shown on the invoice in the currency shown on the invoice („billing currency“). If the organizer should be prepared, as a courtesy, to accept settlement of



the invoice in a currency other than the billing currency in individual cases, without being under any obligation to do so, such payment must be based with regard to the conversion on the official buying rate of the billing currency on the date the payment is received. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are, therefore, at your expense.

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

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

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

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

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. The latter remains obliged to pay until such time as the account receivable has been settled in full.

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

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

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

3. A special application must be approved by the organizer before another company (co-exhibitor) can exhibit its own products at the stand area with its own staff. This also applies to companies who have their own products at the stand but none of their own staff (additionally represented companies). Companies which are members of a group as well as subsidiaries are considered to be co-exhibitors.

The organizer reserves the right to demand a special participation fee and other costs for approving co-exhibitors for participation. Such charges and costs will be invoiced to you as the exhibitor. The organizer has the right to limit the number of approved co-exhibitors per exhibitor. If co-exhibitors and additionally represented companies are to be accepted, the preconditions laid out in Item II of these Conditions of Participation apply; these companies are subject to the General and Special Sections of the Conditions of Participation and the Technical Guidelines.

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

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

4. If several companies wish to participate at the event together on one stand - a group participation - then the existing General and Special Sections of the Conditions of Participation and the Technical Guidelines are binding for each individual company. The registration is accomplished by the group organizer, who is responsible for the group participants' adherence to the Conditions of Participation. Subsequent

to acceptance and stand area confirmation, a contractual relationship exists exclusively between the group organizer and the event organizer. Exceptions exist in the case of group participants' individual orders for services in their own name and at their own expense; such individual orders are permitted only on site during the period from the first stand construction day to the last official day of the event.

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

## VI Domiciliary rights

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

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

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

## VII Warranty

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

## VIII Liability/Insurance

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

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

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

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

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

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

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

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

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

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

The organizer transfers the general surveillance of the trade fair halls and the outdoor areas, the supervision of the exterior grounds, and the security checks at the entrances to security agencies and their uniformed guards and non-uniformed personnel. Every visitor and exhibitor in the exhibition hall must have a valid admission ticket or exhibitor pass and show it to the aforementioned security staff upon request. This general surveillance does not include the guarding and securing of individual stands or stand components.

4. In the event of contracts that provide for the procurement of certain items, then, unless otherwise expressly agreed in individual cases, the organizer does not assume the risk of procurement.
5. The organizer does not conclude insurance policies for the specific 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. The exhibitor can obtain insurance cover against its participation risk at its own expense via the organizer's insurer. Further information can be obtained from KBI-TR-Duesseldorf@ergo.de. All cases of theft and damage must be immediately reported to the police, the organizer and the insurance company at Messegelände Ost (Security Office East at Entrance East) and thereafter registered in writing. Stand security personnel may only be provided by the security agencies that have been commissioned for this purpose by the organizer.
6. As an exhibitor, you will be liable to the organizer and to third parties for any damage inflicted on the organizer or on third parties, provided that such damage is attributable to your culpable action or the culpable action of your personnel, your employees or any third party which you have appointed or any other third parties, whose services you are using for the purpose of fulfilling your obligations. In this regard, you must exempt the event organizer from all claims by third parties. It is necessary to observe strict compliance with the Technical Guidelines which will be handed over to you by the organizer, as well as with the information from the organizer's circular letters pertaining to questions on the preparation and implementation of the event.
7. The exhibitor shall irrevocably indemnify the organizer from all claims by third parties insofar as these are based on the exhibitor's presentation, the design of the exhibitor's stand, the products presented at the exhibitor's stand, or the intellectual content of these products violating the rights of third parties (in particular, but without being limited to, copyrights, the rights to names and images, trademark rights, competition rights and publicity rights) or other statutory provisions. This indemnity obligation encompasses all of the associated costs and expenses (in particular, but without being limited to, warning and legal costs as well as court fees).

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

1. The exhibitor's claims against the organizer – of whatever type – must be submitted to the organizer in writing immediately or, at the very least, during the course of the event. The date on which the organizer receives the claim will be the sole criterion for determining if it has been received by the deadline. Claims which are received at a later date cannot be considered.
2. Their claims against the organizer arising from the contractual relationship as well as all other claims relating thereto, shall become statute-barred after 6 months. The limitation period shall commence at the end of the month, in which the closing date of the event falls. This does not apply to damage claims resulting from (i) loss of life, bodily injury or impaired health, (ii) Germany's Product Liability Act, (iii) essential contractual obligations and (iv) damages caused by the organizer's intentional or grossly negligent actions. The statutory periods of limitation apply in such cases.

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

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

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

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

1. As an exhibitor, you will be solely responsible for compliance with all the laws, guidelines, and other regulations which are in force in the host country, even if the content of the organizer's Conditions of Participation deviate from such regulations. You must obtain information promptly and comprehensively of the relevant regulations prevailing at the venue of the event, and obtain the required knowledge. The organizer will not be liable for damages and other losses which could be incurred on your part as an exhibitor.
2. The organizer shall have the right to reschedule, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, in part or in whole, 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 breakdown or obstruction of traffic, supply and/or communication links. 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.
3. In case the event is cancelled as a result of one of the cases mentioned in Clause 2, you, as an exhibitor, are obligated to cover an appropriate share of the costs incurred to prepare the event if the organizer requests you to do so. This share shall amount to no more than 50% of the agreed-upon user fee. The specific amount that each exhibitor has to bear is determined on the basis of the sum of all the costs that the organizer has already incurred, divided by the number of exhibitors and taking into account the size of the exhibition space that each exhibitor has booked.
4. If cases of force majeure prevent the organizer or its service partners from fulfilling some or all of their obligations, the organizer is released from its obligations until the force majeure ceases. The organizer shall immediately notify the exhibitor of such actions, provided the organizer is not prevented from doing so by force majeure as well. Strikes, lockouts, regulatory intervention and the impossibility of providing auxiliary materials such as electricity are considered to be the equivalent of force majeure, unless they are of short duration or caused by the organizer.
5. You shall have the right to rescind the contract, if you lose your interest in participating in the event because of one of the cases mentioned in Clause 2, and if you waive the reservation for the stand space allotted to you. Upon obtaining knowledge of the change, the rescission of the contract must be declared in a written statement and without undue delay. In case of the cancellation of an event, the organizer shall not be liable for damages and/or other losses which may be incurred on your part.

## **XII Final provisions**

1. By signing the application form you recognize the organizer's Conditions of Participation (the General and Special Sections, the Technical Guidelines and all other regulations relating to the contractual relationship) as binding. The contractual relationship is subject solely to these stipulations. Divergent or supplementary terms from the exhibitor do not become part of the contract even if the organizer does not specifically object to them. This applies especially to diverging conditions of payment.
2. Should these provisions be partially legally invalid or contain gaps, this shall not affect the validity of the remaining provisions or the contract. In this event, the parties shall undertake to replace the invalid provision with such a provision or to fill the gap with such a provision, which comes closest to enabling the commercial purpose pursued by the parties to be fulfilled.
3. All alterations to the contract must be made in writing. The same shall also apply to any amendment or cancellation of the written-form clause itself.

Status: July 2019

# Data Protection Notice

## 1 Controller/Contact

The Controller as defined under the data protection laws is

Koelnmesse GmbH  
Messeplatz 1  
50679 Cologne, Germany

Our Data Protection Officer can be contacted as follows:  
[datenschutz-km@koelnmesse.de](mailto:datenschutz-km@koelnmesse.de).

## 2 Your rights as data subject

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

### Right of objection

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

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

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

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

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

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

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

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

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

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

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

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

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

## 3 Right to complain to a supervisory body

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

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

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

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

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

## 5 Purposes and legal basis of the processing

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

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

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

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

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

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

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

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

## 6 Justified interest

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

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

## 7 Recipients of your data

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

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

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

## 8 Transfer of data to a third country

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

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

## 9 Duration of the storage of your data

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

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

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

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

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

## 10 Necessity of providing your data

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

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

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

## 11 Automated decisions in individual cases or Profiling measures

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

(last amended 12 July 2018)