

 <b>Reed Exhibitions</b> Rexpo International Exhibitions GmbH Mrs. Danielle Krings Veerdijk 40i 1531 MS Wormer  THE NETHERLANDS  Phone: +31 (0) 756 475 - 741 Fax: +31 (0) 756 284 - 914 e-mail: sales@pro-psi.de Internet: www.pro-psi.com	PSI membership number:
	Company:
	Street:
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	Tel:
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<b>Closing date: 01.07.2010</b>	

**Please tick your product segment:**

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| <ul style="list-style-type: none"> <li><input type="checkbox"/> 3d products</li> <li><input type="checkbox"/> Articles in acryl</li> <li><input type="checkbox"/> Pin brooches / Pins / Buttons</li> <li><input type="checkbox"/> Storage systems</li> <li><input type="checkbox"/> Inflatable items + accessories</li> <li><input type="checkbox"/> Car accessories</li> <li><input type="checkbox"/> Pictures / Frames / Accessories</li> <li><input type="checkbox"/> Books + Literature / Print products / Editors</li> <li><input type="checkbox"/> Writing Instruments + Accessories</li> <li><input type="checkbox"/> Cards</li> <li><input type="checkbox"/> Office products / stationery</li> <li><input type="checkbox"/> Computer hard-/software + accessories</li> <li><input type="checkbox"/> Services</li> <li><input type="checkbox"/> Scented Articles</li> <li><input type="checkbox"/> Electrical items</li> <li><input type="checkbox"/> Electronic articles</li> <li><input type="checkbox"/> Fan articles</li> <li><input type="checkbox"/> "Liquid Articles (Articles with liquid and swimming promotional pictures)"</li> <li><input type="checkbox"/> Photo + accessories</li> <li><input type="checkbox"/> TV, video + accessories</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Leisure-, camping- and outdoor articles</li> <li><input type="checkbox"/> Gastronomic supplies</li> <li><input type="checkbox"/> Give-aways</li> <li><input type="checkbox"/> Houseware</li> <li><input type="checkbox"/> Tabletop</li> <li><input type="checkbox"/> Home improvement supplies + accessories</li> <li><input type="checkbox"/> Hygiene + cosmetics</li> <li><input type="checkbox"/> ID systems + accessories</li> <li><input type="checkbox"/> Calendars + accessories</li> <li><input type="checkbox"/> Labeling articles</li> <li><input type="checkbox"/> Arts / applied arts</li> <li><input type="checkbox"/> Lamps / illumination</li> <li><input type="checkbox"/> Food</li> <li><input type="checkbox"/> Leather goods</li> <li><input type="checkbox"/> Concessions / License articles</li> <li><input type="checkbox"/> Magnetic items</li> <li><input type="checkbox"/> Nautical items</li> <li><input type="checkbox"/> Medical items</li> <li><input type="checkbox"/> Cooling bandages</li> <li><input type="checkbox"/> Knives</li> <li><input type="checkbox"/> Measuring instruments</li> <li><input type="checkbox"/> Spirit levels</li> <li><input type="checkbox"/> Miniatures + Replica</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Furniture</li> <li><input type="checkbox"/> Coins + Accessories</li> <li><input type="checkbox"/> Multimedia + Accessories</li> <li><input type="checkbox"/> MP3-players</li> <li><input type="checkbox"/> Music instrumentes + Accessories</li> <li><input type="checkbox"/> Optical products / eyeglasses + accessories</li> <li><input type="checkbox"/> Party accessories and celebration articles</li> <li><input type="checkbox"/> Plants + Nursery equipment / floral articles</li> <li><input type="checkbox"/> Practical helpers for everyday life</li> <li><input type="checkbox"/> Tooth picks</li> <li><input type="checkbox"/> Premiums</li> <li><input type="checkbox"/> Smokers' supplies</li> <li><input type="checkbox"/> Recycling products</li> <li><input type="checkbox"/> Travel accessories</li> <li><input type="checkbox"/> Seasonal decorations / conviviality decoration</li> <li><input type="checkbox"/> Collectable items</li> <li><input type="checkbox"/> Umbrellas, parasols + accessories</li> <li><input type="checkbox"/> Key accessories</li> <li><input type="checkbox"/> Jewelry / Jewels + Accessories / Noble metal</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Security products</li> <li><input type="checkbox"/> Custom made products</li> <li><input type="checkbox"/> Toys</li> <li><input type="checkbox"/> Magic cubes</li> <li><input type="checkbox"/> Sports items + Sportswear</li> <li><input type="checkbox"/> Bags and holdalls / luggages (travel) + accessories</li> <li><input type="checkbox"/> Telecommunication + accessories</li> <li><input type="checkbox"/> Textiles + fashion accessories</li> <li><input type="checkbox"/> Tournament supplies</li> <li><input type="checkbox"/> Clocks and watches</li> <li><input type="checkbox"/> Organisations</li> <li><input type="checkbox"/> Sales promotion / P.O.S.</li> <li><input type="checkbox"/> Packaging + accessories</li> <li><input type="checkbox"/> logo/promotion imprinting + Accessories</li> <li><input type="checkbox"/> Promotional articles</li> <li><input type="checkbox"/> Design articles</li> </ul> |
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Upon acceptance of the General- and Special Conditions for Trade Shows and Exhibitions the company mentioned above will contract for the proPSI show 2010 as follows:

Space only <input type="text"/> sqm € 175,-/sqm (excluding VAT, stand construction, facilities, etc.) Turn-key stand available from 12 sqm <ul style="list-style-type: none"> <li><input type="checkbox"/> 12 sqm € 3.440,-</li> <li><input type="checkbox"/> 15 sqm € 4.250,-</li> <li><input type="checkbox"/> 16 sqm € 4.520,-</li> <li><input type="checkbox"/> 18 sqm € 5.060,-</li> <li><input type="checkbox"/> 20 sqm € 5.600,-</li> </ul> Including complete shell scheme with: fascia with company name, lighting (1 spotlight per 4 sqm), carpeting, electricity incl. connection (max. 2kW), 1 double electricity socket, 1 table and 2 chairs	Space only <input type="text"/> sqm for PSI Members € 165,-/sqm (excluding VAT, stand construction, facilities, etc.) Turn-key stand available from 12 sqm (prices only for PSI members) <ul style="list-style-type: none"> <li><input type="checkbox"/> 12 sqm € 3.320,-</li> <li><input type="checkbox"/> 15 sqm € 4.100,-</li> <li><input type="checkbox"/> 16 sqm € 4.360,-</li> <li><input type="checkbox"/> 18 sqm € 4.880,-</li> <li><input type="checkbox"/> 20 sqm € 5.400,-</li> </ul> Including complete shell scheme with: fascia with company name, lighting (1 spotlight per 4 sqm), carpeting, electricity incl. connection (max. 2kW), 1 double electricity socket, 1 table and 2 chairs
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Desired allocations are without obligation, the final space allocation is the sole responsibility of proPSI.

The exhibitor takes part in the insurance effected with an insurance company, which covers the risks, named finally in the exhibit to these conditions headed with insurance cover for exhibitors naming further conditions. Precondition for the participation in this insurance is the payment of 296,- € by the exhibitor within the deadline named in the application form. The catalogue entry is free of charge.

All prices are strictly net and are subject to added value tax.

**Dates of payment:** We require full payment until 25<sup>th</sup> June 2010 at the latest for stand rental and additional charges. For any contracts concluded after this date the full amount invoiced is due within 3 days after invoicing.

**Data protection:** The information you provide is recorded and stored in the database of Rexpo International Exhibitions GmbH. Rexpo International Exhibitions GmbH uses your data, including the details of your business, for the purpose of conducting the event. Your address, your email address and the details of your company are forwarded by Rexpo International Exhibitions GmbH to RAI Amsterdam, on whose property the event is being held, for the purpose of running the event. Rexpo International Exhibitions GmbH will only pass your personal data to third parties in cases where this is necessary to fulfill the contract between you and Rexpo International Exhibitions GmbH. Your address, email address and business details will be used to inform you by post or email about subsequent Rexpo International Exhibitions GmbH events. You are entitled to refuse permission for your data to be used for promotional purposes. To do so, please contact datenschutz@reedexpo.de. This incurs no additional charges, apart from those of transmitting the email itself.

Rexpo Exhibitions International GmbH is entitled to resign from the contract in spite of Rexpo International Exhibitions GmbH decides until three months prior to the beginning of the Exhibition not to perform the ProPSI. Rexpo International Exhibitions GmbH is obligated to immediately inform the Exhibitor and to declare the withdrawal after having reached such decision. In this case Rexpo International Exhibitions GmbH is obliged to reimburse any payments it has received from the Exhibitor for this pro PSI. The assertion of further damages or claims caused by the withdrawal of Rexpo International Exhibitions GmbH by the Exhibitor is excluded.

Date \_\_\_\_\_ Stamp \_\_\_\_\_ Name in capital letters \_\_\_\_\_ Authorized signature\* \_\_\_\_\_

\*The undersigned declares that he is legally authorized to submit this application.

## Special Conditions for Trade Shows and Exhibitions

### 1. General

The fair bears the name proPSI.

The event takes place on Amsterdam RAI Exhibitions Centre.

Schedule:

25th and 26th August 2010 from 10.00 hours to 18.00 hours

27th August 2010 from 10.00 hours to 16.00 hours

### 2. Application deadline

Deadline for applications for the proPSI is July 1st 2010.

### 3. Rent and costs

3.1

The stand rent is contained in the registration form.

Construction related supports and beams are basically included in the computed area without a claim to rent reduction arising therefrom.

3.2

The exhibitor receives his invoice on May, 17th. The invoice amount is calculated in accordance with the number of the rented square meters. The stand rental charges and those for additional services are to be paid net until June, 25th 2010. For any contracts entered into after this date the full amount invoiced is due within 3 days after invoicing.

### 4. Stand construction

Construction, decoration and finishing

Amsterdam RAI will be open for the construction and decoration of the stands on Sunday 22nd August and Monday 23rd August from 8.00 a.m. to 10.00 p.m., and for decoration and finishing on Tuesday 24th August from 8.00 a.m. to 6.00 p.m. The lay-out of standard stands will take place on Monday 23rd August from 3.00 p.m. to 10.00 p.m. and on Tuesday 24th August from 8.00 a.m. to 6.00 p.m. After 2.00 p.m. on Monday, lorries and vans will no longer be admitted to the halls; on request, internal transport facilities may then be hired.

### 5. Stand disassembly

The disassembly of the stands and the removal of goods must take place between 4 p.m. on Friday, 27th August and 4.00 p.m. on Saturday, 28th August.

### 6. Basic entry

proPSI will prepare a show catalogue including product innovations on the occasion of the proPSI. Through registration and insertion possibilities exhibitors are informed at length. Compensation for erroneous, incomplete and non-execution of registration is inadmissible. The principal giving the order is solely responsible for the contents of registration and any damage that may result therefrom. Joint exhibitors and/or members of jointly-owned companies must be represented with their own basic entry in each case. Jointly-owned companies and joint exhibitors can only be admitted under this condition.

### 7. Exhibitor identity cards

7.1

Every company admitted to the proPSI fair receives user authorization cards for its employees; these cards are nontransferable and must be worn visibly during stay on the exhibition grounds. Only employees of exhibiting companies have admission to the fair. A contractual penalty of € 1,000.00 shall be imposed for abuse.

Persons found without identity cards or those found using identity cards not bearing their names shall be excluded from the fair and all events in connection with it. Cards can only be returned until inauguration. In the interest of the whole event the organizer will conduct controls at the entrances and is asking all participants to adhere to the instructions of the officials. The card shall be withdrawn in case of abuse without replacement.

7.2

The number of free exhibitor badges depends on the size of the stand, as follows:

up to 20 sqm:	4
21sqm to 59 sqm:	6
60sqm to 119 sqm:	10
120sqm to 199 sqm:	20
200sqm to 399 sqm:	40
400sqm to 999 sqm:	80
> 1,000 sqm:	100
Co-exhibitors:	2

Additional exhibitor badges are available at the price of 35,- € each.

The exhibitor is permitted to convert any unused exhibitor badges into visitor badges or invitations. proPSI the organizer shall be notified in writing of any conversion of cards, stating company name, the first name and surname of the individuals invited.

7.3

Parking passes should be ordered by using the separate order form of the RAI Exhibitors Services. Each exhibitor receives a login and password for ordering additional services at the RAI Exhibitor services.

### 8. Exhibitor insurance

The exhibitor takes part in the insurance effected with an insurance company, which covers the risks, named finally in the exhibit to these conditions headed with insurance cover for exhibitors naming further conditions. Precondition for the participation in this insurance is the payment of 296,- € by the exhibitor within the deadline named in the application form.

# General Conditions for Trade Shows and Exhibitions

## 1. General

### 1.1

The organizer is  
Rexpro International Exhibitions GmbH  
Völklinger Straße 4  
40219 Düsseldorf, Germany  
Telephone: + 49 (0)211 - 90191 - 0  
Telefax: +49 (0) 211 - 90191 - 170

Organizers' address in the Netherlands:  
Veerdijk 40i  
1531 MS Wormer, The Netherlands  
Telephone: + 31 (0)756 – 475 - 741  
Telefax: + 31 (0) 756 – 284 914

The organizer is using the fair premises in accordance with a lease contract with the local fair company.  
The event takes place on Amsterdam RAI Exhibition Centre.

### 1.2

Every exhibitor receives an exhibitor service package, at the latest 3 weeks prior to the beginning of the exhibition; for late registration however, the service-package is supplied immediately after conclusion of contract. The service-package contains technical procedures as well as the provisions stipulated by the locator and the authorities; these stipulations must unconditionally be adhered to by all exhibitors.

The following General and Special Fair and Exhibition Conditions as laid down by the organizer are binding.

## 2. Registration

Applications for stands are to be made using the relevant registration forms provided by the organizer.

The registration form must be completely filled out by the exhibitor, and furnished with a legally binding signature. The registration forms must be received by the organizer by registration deadline as indicated on the registration form as well as in the Special Fair and Exhibition Conditions.

The exhibitor is bound to his registration for twelve weeks.

Conditions or reservations contained in a registration receive no consideration. This is valid particularly for requests regarding space allotments.

For the purpose of the electronic processing of forms, collected data is stored and where necessary, made available to third parties if this serves the implementation of the contract.

## 3. Admission prerequisites

### 3.1

Only companies involved in providing the following goods qualify for admission:

- Advertising specialties
- Premiums
- Promotion Items
- Incentives
- Equipment for imprint

### 3.2

The organizer decides on the admission after exercising his mandatory discretion, considering the space available, the purpose and the structure of the exhibition. He is not obliged to give reasons for refusals. The exhibitor cannot expect priority treatment because of participation in a previous exhibition.

The organizer cannot agree to the exclusion of competition.

### 3.3

The organizer is entitled to withdraw a licence that has been granted if it was granted on the basis of false conditions or information or if conditions for the licence no longer exist by the end of the event. In this case, the exhibitor must bear the full costs for the rent of the stand and the additional costs that have accrued to the organizer up to this point in time. The organizer reserves the right to assert further claims against the exhibitor.

## 4. Conclusion of contract, transfer prohibition

### 4.1

The exhibitor receives a written confirmation whether admission has been granted. If exhibitor's admission is approved, he receives a written confirmation of registration or admission on receipt of which the contract comes into effect.

### 4.2

After the official admission and exhibitor registration the exhibitor receives a stand allocation. Requests for particular locations are considered as far as possible.

### 4.3

If the organizer, in an isolated case, makes special written concessions outside of these business conditions to the exhibitor, especially by a reference on the official admission and exhibitor registration form, the following shall come into effect if after conclusion the organizer retires from the exhibition contract:

In such a case the exhibitor is entitled to withdraw from the exhibition contract, within 14 days on receipt of the written confirmation of registration. The withdrawal is to be submitted in writing. The due time of withdrawal depends on receipt by the organizer.

After this date, a withdrawal by the exhibitor is not possible outside of the legal rules and the subsequent arrangements. If the exhibitor cancels his participation after this date or he withdraws from or terminates the contract, he must pay the full rent for the stand and any additional costs incurred by the organizer till then.

### 4.4

The organizer is entitled to deviate from the original agreement and assign the exhibitor a different kind and size of stand, or change the location or dimensions of the stand. This could be necessitated by construction-related factors, in particular by reasons of the organization of the fair as a whole, of the available space or of structural requirements. In this case a right of withdrawal or a claim for compensation by the exhibitor, or other claims are in admissible unless, the size of the stand falls below or exceeds the stand size agreed upon by more than 35%. In such a case, the

exhibitor can withdraw from the contract. The rent is otherwise to be adjusted correspondingly.

#### 4.5

The exhibitor does not have the right to relinquish his claims arising from the exhibition contract with the organizer to a third party.

### 5. Withdrawal of the organizer

#### 5.1

The organizer is entitled to resign from the contract and to demand compensation from the exhibitor, if the exhibitor, in spite of the relevant request by the organizer and fruitless elapsing of appropriate extension period of time set by the organizer

- exhibit goods that have not been registered, authorized or are used goods, so far the latter are not for demonstration purposes,
- is in default of payment arising from the contract with the exhibition,
- subleases or transfers usage of the stand to third parties without approval of the organizer,
- has delayed the construction/disassembly of the stand, i.e. carries out the work after the prescribed times stipulated in the Special Fair and Exhibition Conditions,
- does not adhere to the conditions in accordance with subsections 11.1 and 11.5 regarding the organization and equipment of the stands,
- becomes insolvent after conclusion of contract or is in danger of becoming insolvent or the organizer gains knowledge of the insolvency or endangered capability of the exhibitor after contract conclusion, provided that the exhibitor does not effect payment within the stipulated extension period or provide some sort of security for the payment.

In this case the organizer is entitled to claim compensation in the amount of 35% of the stand rent as well as the additional costs already incurred. The assertion of a higher claim for compensation remains reserved.

The exhibitor is entitled to prove that a damage did not result at all or is considerably lower than the sum being claimed.

#### 5.2

Instead of retirement and the assertion of compensation, the organizer can opt to have the exhibitor, in the case of the exhibition of goods not registered, authorized or, used goods, remove those goods; in the case of subleasing or transferring usage to third parties without approval, the organizer can effect the evacuation of the stand by the third parties; in the case of noncompliance with the provisions regarding the organization and equipment of the stands, the organizer can cause the exhibitor to conform with the organization or otherwise obligate him to remove the stand; as regards the case of default, the late stand construction and the danger of insolvency, the organizer can assign another stand to the exhibitor and adjust the rent owed.

### 6. Force Majeure

If the holding of the exhibition is made wholly or partly impossible by sudden events that could not be foreseen by the organizer or the organizer cannot carry out the exhibition in the manner planned, in particular, due to terror attacks, epidemics particularly SARS, natural catastrophes, force majeure, structural modifications on the part of the landlord, damage caused by water, clearance ordered by the authorities or shut down, the organizer is entitled to resign from the contract. The organizer is obligated to immediately inform the exhibitor about the partial or complete impossibility of carrying out

the exhibition and in the case of complete impossibility pay back all monies already received; in the case of partial impossibility proportionate payments are to be made.

### 7. Terms of payment

#### 7.1

The stand rental charges and those for additional services are to be paid net until June, 25th 2010 at the latest. For any contracts entered into after this date the full amount invoiced is due within 3 days after invoicing.

#### 7.2

The due date for the payment of stand rent and the payment for secondary services are contained in the Special Fair and Exhibition Conditions.

#### 7.3

The exhibitor is in default of payment without a reminder after expiry of the payment time stipulated in the Special Fair and Exhibition Conditions.

In this case, he must in addition to the amount owed, pay interest on the arrears to the amount of the interest rate on arrears laid down by law (5% above the basic interest rate; so far the organizer is not a consumer, the interest rate is 8 % above the basic interest rate; however, the interest rate should be at least 8%. The organizer reserves the right of assertion of further damages caused by arrears. The exhibitor is entitled to prove that a damage did not result at all or is considerably lower than the sum being claimed.

### 8. Services rendered by the organizer

#### 8.1

The following services are included in the contract covering the renting of the stand:

- cleaning the hall walkways
- provision of supervisors and guards for the general guarding of the exhibition
- heating and ventilation of the exhibition halls
- general lighting of the exhibition halls

#### 8.2

The costs for installation of water, power, gas and compressed-air connections of the individual stands as well as the costs for consumption, inspection and other services are debited to the exhibitors separately. All orders and modifications executed as of July 9th, 2010 and during the period require an 20% up fee. The fair authorities are entitled to invoice for all technical services in advance.

#### 8.3

For the forwarding process within the exhibition grounds, i.e. unloading including delivery of supplementary technical equipment to the stand as well as customs clearance for temporary or definite import, only the services of contract forwarding agents of the fair company may be used.

### 9. Joint exhibitors / common stand

#### 9.1

Several exhibitors can rent a stand together. They have to register a common authorized representative. This is the contact person for the organizer.

#### 9.2

The exhibitor is not authorized, without the permission of the organizer, to sublease the rented stand wholly or partially to third

parties or otherwise transfer usage, or exchange it, or accept orders for other companies.  
Goods and companies not mentioned in the license must not be promoted on the stand.

### 9.3

Exhibitor and co-exhibitor must apply to the organizer for any joint exhibitor on the basis of the General Terms of Business of the Organizer, in writing. In such a case the co-exhibitor is to pay a fee. Relevant information regarding the fee payable is contained in the Special Fair and Exhibition Conditions. Co-exhibitors will be granted two exhibitor badges free of charge. Additional exhibitor badges are available at the price of 35,- € each.

All companies that, in addition to the main exhibitor, also use the stand are co-exhibitors. They are still considered joint exhibitors even if they entertain very close economic or organizational ties with the main exhibitor. Company representatives are not authorized as joint exhibitors. Suppliers of such goods, services and other products that are necessary for the demonstration of offers of an exhibitor are not considered joint exhibitors.

The co-exhibitor and main exhibitor are jointly liable to the organizer.

## 10. Stand allotment, stand

### 10.1

Construction-related columns and beams are generally included in the computed area of the allotted stand. No claim to rent reduction arises from this.

### 10.2

For technical reasons the organizer reserves an insignificant limitation of the assigned stand. This may be at the most 20cm in width and depth in each case and does not entitle to a reduction in stand rent. Exceptions to this rule are stands that are expressly registered as pre-fab and prestructured stands.

## 11. Stand construction and organization of the stands

### 11.1

For the achievement of a homogeneous general picture, guidelines for the construction and organization of stands have been laid down by the organizer in the service package, which contains binding conditions for the exhibitor.

Prior to planning the construction of a stand, the exhibitor is obligated to gather information about the structural condition of his booked space (supports, fire protection facilities etc.) in time from the organizer. If the stand is still not put up a day before exhibition begin and occupied, the organizer is entitled to assign the stand in another manner or to furnish and/or decorate it in another manner. In such a case, the tenant must pay the full rent and any costs already incurred. He bears the costs resulting from the decoration and/or furnishing of the stand not occupied.

### 11.2

Gastronomic areas must be specially registered with the organizer and shall be computed separately. These areas must be explicitly approved by the organizer.

### 11.3

The organization and the construction of the stand must be done in such a way that no neighboring company is obstructed by exhibits, advertising spaces or objects on display.

### 11.4

The prescribed stand boundaries must not be exceeded. A transgression of the prescribed construction height of 2,50 m is only permissible with explicit approval of the organizer and where necessary also with the approval of the bordering exhibitors.

### 11.5

During the opening hours of the exhibition, the stand must be constantly under supervision with sufficient personnel, and made accessible to visitors. Name and address of the stand owner must be displayed, recognizable for everyone, for the entire duration of the exhibition. A relevant sign is to be installed.

### 11.6

Minimal demands on stand organization are the laying of floor covering, the fixing of a sign board on the stand boundary to the walks and an attractive design of the rear and sidewalls; these constitute responsibilities of the exhibitor.

## 12. Stand disassembly

### 12.1

No stand may be cleared completely or partially before termination of the exhibition; otherwise, a contractual penalty is due in the amount of half of the gross stand rent.

### 12.2

The exhibition/stand space must be given back in its initial state. Used material, foundations, excavations, damages, as well as carpet adhesive tape and adhesive residue are to be eliminated completely without removing damage caused to the base; otherwise, the organizer is entitled to have these works carried out at the expense of the exhibitor. Further claims to compensation remain reserved.

### 12.3

The exhibitor is further liable for damages to the floor, the walls and the materials rented or made available on loan. Stands and/or exhibition exhibits, that have not been disassembled or removed by the stipulated due date for the termination of the disassembly, may be removed by the organizer and, under exclusion of any liability regarding loss and/or damage, be stored by a forwarding agent.

## 13. Liability of the organizer

### 13.1

The organizer does not perform the duties of a custodian of exhibition goods and stand furnishings and excludes every liability for damages and loss.

### 13.2

The organizer is liable in the case of intention or gross negligence. However, the liability is limited to the contract typical, foreseeable damage in the case of a mere negligent injury of duty through the organizer or his vicarious agents.

The liability for entrepreneurs is cancelled completely as regards the infringement of negligible contractual duties.

### 13.3

The liability restrictions in question here do not apply for the organizer as regards attributable physical injury or injury to health or the case of loss of life.

#### **14. Two-storey stand construction**

In exceptional cases a two-storey construction can be permitted for two, three and four sided open stands. The prerequisites for this are the following regulations:

##### 14.1

A two-storey construction is only permitted for stands with at least 100 sqm area.

##### 14.2

Due to the second storey the floor space is allowed to have only 50% covered by a superstructure.

##### 14.3

Two-storey stands must basically have two independent exits.

##### 14.4

For all two-storey stands to be constructed, 2 copies of a stand design (floor plan, sections and views) are to be submitted to the exhibition authorities at the latest 10 weeks prior to exhibition begin, for approval.

##### 14.5

Furthermore, the construction of a two-storey stand requires a building permit. A requisite two-fold application is to be submitted to the inspector of works of the town at the latest 10 weeks prior to exhibition begin. The application must have the following requisite attachments: Area plan, floor plan, sections and views as well as specifications and static calculations. Stands erected without building permission shall not be released for use for the inauguration.

##### 14.6

In the case of multi-storey stand construction the rent for the area of the storey increases by 50%.

#### **15. Use of walk areas**

If an exhibitor rents areas that are separated from each other by walk areas, he can, after a written permission by the organizer, lay carpets on these walk areas to create a homogeneous picture of his enterprise. The erection of superstructures above such walk areas can also only occur after a written permission by the organizer and the fulfillment of possible technical conditions that the organizer makes known in writing to the exhibitor within the framework of the permission.

The rent of the occupied or superstructured walk areas is computed on the basis of 30% of the regular stand rent per square meter. Constructions on the walk areas with exhibits/stand construction elements and others are not permitted.

#### **16. House rules / house authority**

##### 16.1

The organizer exercises complete house authority over the entire premises for the construction, the running and disassembly time of the exhibition. The bringing of animals onto the exhibition premises is not permitted. The organizer is entitled to give instructions accordingly.

##### 16.2

Possible house rules issued by the organizer and which are brought to the attention of the exhibitor are to be recognized by the exhibitor as obligatory also for all those working for him on the fair/exhibition premises.

##### 16.3

Exhibitors and their employees may enter the fair/exhibition premises only an hour prior to the beginning of the fair/exhibition and must leave the premises at the latest an hour after the end of the fair/exhibition. Spending the night on the premises is not permitted.

#### **17. Over-the-counter (OTC) sales OTC sales are not permitted.**

#### **18. Advertising/prize games**

The exhibitor is entitled to conduct advertising measures, particularly the distribution of brochure material and samples as well as the addressing of visitors only within the stand assigned to him. Posters pasted without permission in the exhibition halls, labels or other advertising printings shall be removed during the exhibition on account. The organizer does not have to supply proof of causality.

The deployment of promotion teams outside of the assigned stand necessitates the acquisition of a written permission from the organizer. Exhibitors using promotion teams without the written permission of the organizer owe to the organizer for every case of infringement a contractual penalty in the amount of 5.200,00 €.

Raffles, competitions, quiz events, prize games and similar events can only be carried out with explicit permission of the organizer.

#### **19. Guard**

The organizer undertakes the general guarding of the fair/exhibition premises without liability for losses or damage. For the supervision and guarding of the stand, the exhibitor is himself responsible. This holds valid also during the construction and disassembly period prior to the beginning and after the termination of the exhibition. The organizer recommends for the protection of the stand during the night hours the deployment of a stationary guard provided especially by the official exhibition security firm, on the stand of the exhibitor. Ordering of such a special guard is to be agreed upon in time with the organizer.

#### **20. Design protection**

It is the responsibility of the exhibitor to protect the exhibits against an injury of the protective determination, in particular, to protect himself against media such as photography, video and recording including drafting.

The exhibitor has to refrain from infringing on or endangering the industrial protective rights of other exhibitors. The organizer reserves the right, in the case of violations of protective rights by an exhibitor and established by the courts, to expel the exhibitor from the current exhibition and/or from future events and maintain the full stand rent payable including incidentals. Liability claims arising from infringements on industrial protective rights cannot be made valid against the organizer.

#### **21. Photographing/Drawing**

Professional photographing, drawing, video and sound recordings within the exhibition premises require the permission of the organizer.

## **22. Sales regulations**

No exhibitor shall be permitted to book orders for products that are not listed in the admission. No exhibits shall be removed before the end of the event. Besides, the legal regulations, have to be kept.

## **23. Noise level**

The Trade Show Management is expressly authorised to intervene if adjacent stands or the show in general is disrupted by excessive noise from individual stands.

In difficult cases the Trade Show Management reserves the right, based on its domiciliary rights, to forbid absolutely the presentation of the relevant equipment, operation of loudspeakers and presentation of music and film shows if an amicable agreement cannot be reached with the exhibitors in question.

## **24. Exclusion stipulation / time limitation**

### **24.1**

Claims of the exhibitor against the organizer are to be made in writing valid within three months after termination of the fair/exhibition; claims made later are inadmissible.

### **24.2**

All claims of the exhibitor against the organizer become invalid by prescription within six months from the end of the month into which the final day of the exhibition falls; excluded from this are claims in the case of liability of the organizer due to intention.

## **25. Place of performance and jurisdiction**

Place of performance is Düsseldorf. Jurisdiction for all mutual obligations from these conditions and all contracts with the organizer is Düsseldorf, Germany or according to the choice of the claiming party the seat of the defendant.

## **26. Final definitions**

### **26.1**

Federal German Law is decisive. The German text is binding. The definitions of UN purchase rights are not applicable.

### **26.2**

Should individual definitions of these General Fair and Exhibition Conditions and/or the Special Fair and Exhibition Conditions wholly or partially be or become ineffective, the remaining provisions thereof remain valid. The wholly or partially ineffective Regulation should be replaced by an effective regulation the economic success of which possibly comes close to that of the ineffective one.

### **26.3**

All declarations, all special authorizations and all special regulations require the written confirmation by the organizer. This applies equally to deviations from the general information and the Special Fair and Exhibition Conditions.

## **27. VAT regulations for foreign exhibitors**

Value added tax for stand rental and services incurred within the framework of show participation has to be paid according to the regulations of the Netherlands.

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