

A₁

Application for fair booth

Consists of documents A - E



AFAG Messen und Ausstellungen GmbH
Project Management Mainfranken-Messe
Telefon: +49(0)9 11/ 9 88 33-420
Telefax: +49(0)9 11/ 9 88 33-429
www.mainfranken-messe.de
info@mainfranken-messe.de

Filled out by the project team:

Hall _____ Booth _____
_____ m x _____ m = _____ m²

Reg. no. _____

Beginning of the layout planning:
17.02.2021

Registration deadline:
02.08.2021

The information marked with * will be entered into the exhibitor directories, depending on the booking!

1.

Company*	Phone*
_____	_____
_____	Fax*
_____	_____
Street*	E-mail*
_____	_____
_____	Internet*
_____	_____
ZIP* City*	Facebook
_____	_____
Manager/ Owner	YouTube
_____	_____
Contact person	Entry in the directory of exhibitors under letter <input type="checkbox"/> A-Z
_____	_____
E-mail (personal)	E-mail (Invoice, if different from personal)
_____	_____
Mobile phone (at the booth)	Different correspondence address
_____	_____
Phone (personal)	_____
_____	_____

The following products/services will be presented:

Absolutely necessary! Many thanks!

The information is required for entry in the alphabetic list of exhibitors and the internet, among other things. We reserve the right to limit the exhibits upon approval (see § 3 of the FAMA trade fair conditions).

* _____

Different invoice address _____

Turnover tax ID no. _____

Co-exhibitors will be handed later
(please fill out Appendix C) € 395.-/each co-exhibitor

Obligatory media-entry: (If there is no choice, it will be ordered Beginner/Basic)

2.

<p>Beginner/Basic (obligatory)</p> <p><input checked="" type="checkbox"/> € 215.-</p> <ul style="list-style-type: none"> Catalog entry (company name, hall and stand number, products) Online exhibitor data base (company name, contact data, hall and stand number, products) 	or:	<p>Standard</p> <p><input type="checkbox"/> € 530.-</p> <ul style="list-style-type: none"> Catalog entry (company name, contact data, hall and stand number, products) Online exhibitor data base (company name, contact data, hall and stand number, products) Logo in the online and printed exhibitor list Logo in the hall layouts 50 guest tickets 	or:	<p>Profi/Business</p> <p><input type="checkbox"/> € 999.-</p> <ul style="list-style-type: none"> Catalog entry (company name, contact data, hall and stand number, products) Online exhibitor data base (company name, contact data, hall and stand number, products) Logo in the online and printed exhibitor list Logo in the hall layouts 50 guest tickets ¼ page advertisement (4c) in the fair catalog 2 roll-up displays 2 banners on www.mainfranken-messe.de shown in rotation, per 1,000 page impressions
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Print data delivery until:

13.08.2021 sent to werbung@afag.de

3.

We apply in accordance to the terms and conditions:

Minimum depth of stand 3 m Minimum size 12 m²	Front in m		Depth in m		Area in m ²	Stand rent per m ² on receipt of the application
	min.	max.	min.	max.	approx.	
Row stand Minimum size 12 m ²						€ 135.00
Corner stand Minimum size 15 m ²						€ 159.00
End of row stand Minimum size 28 m ²						€ 162.00
Island stand Minimum size 50 m ²						€ 164.00
Row stand outdoor						€ 71.00 / from 100 m ² = € 57.00
Corner-/End of row-/Island stand outdoor						€ 85.00 / from 100 m ² = € 70.00

- Trade association contribution **hall** € / m² **0.60**
- Trade association contribution **outdoor** € / m² **0.30**
- Flat charge for security and waste disposal € / m² **4.95**
- Water connection is required**
(needs to be ordered separately via service manual)

Using a fixed stand setup yes no

Dimensions front _____ m depth _____ m

Dimensions variable? yes no

If the stand or the exhibits exceed a height of 2.50 m,
please list the height: _____ x _____ m

If the stand or the exhibits exceed a height of 2.50 m,
please list the height: _____ m

The attached "general trade fair and exhibition conditions" of the FAMA (association of german trade fairs and exhibition industry), the regulations in the trade fair conditions for exhibitors and the "special trade fair conditions" of AFAG Messen und Ausstellungen GmbH are expressly accepted with submission of this application. **see appendix D).**

City _____

Date _____

Company stamp and legally binding signature _____

4a

Basic equipment/stand components


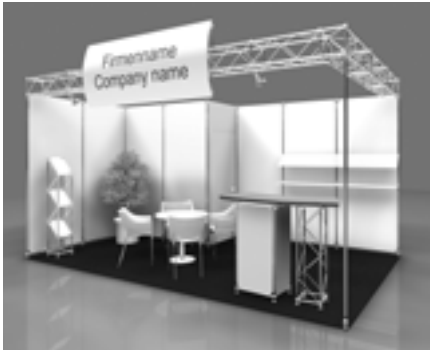
<input checked="" type="checkbox"/> Partition walls for stand € 25.90/running metre Octanorm, coated white	<input checked="" type="checkbox"/> Carpeting – basic € 8.10/m ² Boma fleece Paid order incl. laying and disposal <input type="checkbox"/> red <input type="checkbox"/> blue <input type="checkbox"/> green <input type="checkbox"/> grey <input type="checkbox"/> anthracite <i>If there is no specific selection, there will be a grey floor carpet automatically.</i>
or: Own booth construction <input type="checkbox"/> We will use a pre-fabricated stand/stand system or an individually construction stand. In case of a prefabricated stand/stand system or individually constructed stand the exhibitor is obligated to provide the closed sides of the stand with an opaque, 2.50 m high partition wall system.	<input type="checkbox"/> Flooring outdoor area € 11.00/m ² Cassette floor (aluminum + wood) Paid order incl. laying and dismantling/without carpet
<input type="checkbox"/> Electricity: up to 3 KW (230 V/16 A), incl. schuko socket, FI protection switch and flat rate power consumption for 9 days. (Please order other connection types by using form 1 in our service manual.) € 220.50	or: Own booth construction <input type="checkbox"/> We will lay our own/hired flooring or will place a separate order via the service manual.

All prices exclude VAT.

or: !

4b




Complete Booth constructions

<input type="checkbox"/> 1.  <p>Incl. electricity connection worth about € 210.00. No separate order necessary!</p>	<p>Basic: € 99.20/m²</p> <ul style="list-style-type: none"> Trade fair booth with modern design, incl. setup and dismantling (wall construction matte white/see illustration) Storage area (lockable) in your booth area 2 x 1 m: <input type="checkbox"/> yes <input type="checkbox"/> no Carpeting (BOMA fleece) including installation – please check your desired color: <input type="checkbox"/> signal red <input type="checkbox"/> azure <input type="checkbox"/> green <input type="checkbox"/> grey <input type="checkbox"/> anthracite Seating: 70 cm Ø table with 4 designer chairs– please check your desired color: <input type="checkbox"/> silver <input type="checkbox"/> black <input type="checkbox"/> blue Mero counter (lockable) top: matte white-circular, frame: chrome 4 silver shelves please select – see illustration booth construction package Comfort <input type="checkbox"/> straight <input type="checkbox"/> slanted (for brochures) <u>or</u> <ul style="list-style-type: none"> <input type="checkbox"/> 1 brochure stand with 3 levels, DIN A4 pages (see illustration) Booth fascia in matte white 1 electrical connection 230 V/16 A with grounded outlet, 3 KW including power consumption 1 spotlight for each 5 m² of booth space, at least 3 spotlights Fascia inscription (please list company abbreviation and address): <hr/>
<input type="checkbox"/> 2.  <p>Incl. electricity connection worth about € 210.00. No separate order necessary!</p>	<p>Comfort: € 124.60/m²</p> <ul style="list-style-type: none"> Meroform trade fair construction system, incl. setup and dismantling (wall construction matte white) Lockable cubicle, 1 x 2 m with door: <input type="checkbox"/> yes <input type="checkbox"/> no Carpeting, Fair Rips–new from the factory, including cover sheeting and disposal: <input type="checkbox"/> signal red <input type="checkbox"/> azure <input type="checkbox"/> green <input type="checkbox"/> grey <input type="checkbox"/> anthracite Seating: 70 cm Ø table with 4 designer chairs <ul style="list-style-type: none"> <input type="checkbox"/> silver <input type="checkbox"/> black <input type="checkbox"/> blue <u>or</u> <ul style="list-style-type: none"> <input type="checkbox"/> 1 standing table white with 2 bar stools Z shape black Counter with Beech top, semi-circular, 80 cm wide, 100 cm high, and lockable door 4 shelves chromium (see picture) <input type="checkbox"/> straight <input type="checkbox"/> slanted 1 brochure stand, 25 cm wide, total height 140 cm with 3 levels, DIN A4, portrait format Quadro-support as a booth fascia for trapezoidal board and spotlights Graphics board, curved, 85 x 150 cm with company abbreviation and company Headquarters Decorativ plant 1 electrical connection 230 V/16 A with grounded outlet, 3 KW including power consumption 1 spotlight for each 5 m² of booth space, at least 3 spotlights Fascia inscription (please list company abbreviation and address): <hr/>

or: **!**

4c

Special participations – maximum attention at a small price

<input type="checkbox"/> 1.  <p>Incl. electricity connection worth about € 210.00. No separate order necessary!</p>	<p>Artisan booth: € 93.30/m²</p> <ul style="list-style-type: none"> Uniform frame structure with 9 m² (3 m x 3 m) Stand boundary walls, wallpapered in white Carpet Lighting 1 electrical connection 230 V/16 A with grounded outlet, 3 KW including power consumption Fascia inscription (please list company abbreviation and address): <hr/>
<input type="checkbox"/> 2.  <p>Incl. electricity connection worth about € 210.00. No separate order necessary!</p>	<p>Umbrella-booth: € 61.50/m²</p> <ul style="list-style-type: none"> Uniform stand construction with 5 m² (2.50 m x 2 m) Sloping booth boundary Carpet Lighting 1 electrical connection 230 V/16 A with grounded outlet, 3 KW including power consumption <p>– Only available while stocks last –</p>
<input type="checkbox"/> 3.  <p>Incl. electricity connection worth about € 210.00. No separate order necessary!</p>	<p>Market booth: € 50.90/m²</p> <ul style="list-style-type: none"> Market booth with approx. 6 m² Carpet 1 electrical connection 230 V/16 A with grounded outlet, 3 KW including power consumption <p>– Only available while stocks last –</p>

All prices exclude VAT

Stand area will be billed additionally!

City

Date

Company stamp and legally binding signature

Please send this application to:

AFAG

Messen und Ausstellungen GmbH
Project Management
„Mainfranken-Messe“
Messezentrum 1
90471 Nürnberg, Germany

More information concerning your participation

In the following you have the possibility to give us more details concerning your preferred stand positioning. Thank you for your understanding that we cannot always accommodate every request.

Stand positioning:

- We were happy with our stand positioning in 2019 and would like to reserve this again (if possible).
- We were happy with our stand positioning in 2019, but we would like to request a larger/smaller stand area (please underline applicable). _____ m x _____ m = _____ m²
- We were not happy with our stand positioning in 2019 and would like to get an alternative proposal (please enter comments and preferences below).
- We did not have a stand in 2019.

Positioning preferences:

- We would like to be positioned in the environments of the following companies:

- We would not like to be positioned in the environments of:

- We are planning a joint stand with the following companies:

Other comments and preferences:

Further marketing activities you will find from April 2021 in our Marketingset.

5a

1. Advertisements in the Mainfranken-Messe Guide:

Special pages with bleed (4c):

- | | |
|--|------------|
| <input type="checkbox"/> Inside front cover (W 200 mm x H 225 mm + 3 mm) | € 950.00 |
| <input type="checkbox"/> Inside back cover (W 200 mm x H 225 mm + 3 mm) | € 900.00 |
| <input type="checkbox"/> Outside back (W 200 mm x H 225 mm + 3 mm) | € 1,000.00 |

Advertisements:

- | | |
|--|----------|
| <input type="checkbox"/> 1/1 page (W 180 mm x H 190 mm) 4c | € 850.00 |
| <input type="checkbox"/> 1/2 page (W 95 mm x H 190 mm) 4c | € 580.00 |
| <input type="checkbox"/> 1/4 page (W 95 mm x H 60 mm) 4c | € 410.00 |

2. Logo entry:

- Included in the media-entry Standard or Profi/Business
- Bookable with Annex A1, point 2 media-entry – Standard or Profi/Business

a) Catalog

Publication of your company logo in color in the hall layouts and in the **Exhibitor Directory** of the Mainfranken-Messe Guide with complete address, telephone, fax, E-mail, and website.

b) Internet

Publishment in the online exhibitor-list with logo at the Mainfranken-Messe-website.

Order until: 30.07.2021
Print data delivery until: 13.08.2021 sent to werbung@afag.de

5b

Guest cards:

Invite your customers to your booth and save up to 40%.

For exhibitors who invite customers to visit the fair at their expense and admission at a discounted price (see below) would like to settle directly with us, we offer guest cards.

Please note that admission with this card is only possible at the regular opening hours of 9am to 5pm. Day tickets for exhibitors must be ordered via the service manual!

Here's how it works:

- Order desired amount of guest cards
- The cards are sent to you by e-mail (e-ticket codes) or by post (printed guest cards with your company name, hall and stand number).
- Your customer redeems the e-ticket code online for an e-ticket. The printed e-ticket entitles him to direct entry. In the printed guest card, he "activates" it online as a day card.

Order quantity:

- | | | |
|---|---|------|
| <input type="checkbox"/> 50 pcs. Guest cards | From 50 redeemed cards | 5 % |
| <input type="checkbox"/> 100 pcs. Guest cards | From 100 redeemed cards | 10 % |
| <input type="checkbox"/> 250 pcs. Guest cards | From 300 redeemed cards | 20 % |
| <input type="checkbox"/> 500 pcs. Guest cards | From 400 redeemed cards | 30 % |
| <input type="checkbox"/> 1,000 pcs. Guest cards | From 800 redeemed cards | 40 % |
| <input type="checkbox"/> _____ pcs. Guest cards | Any guest card redeemed over 1,000 pieces is free of charge for you! | |

Guest cards as print tickets by post

Guest cards as e-ticket codes via e-mail to: _____

Advantage of e-tickets:

Individual and cost-effective shipping of e-ticket codes is possible via e-mail or SMS.

Conditions:

The redeemed guest cards will be billed after the trade fair with €6.72 net plus statutory VAT per card (Instead of €9.50 gross for adults at the box office taking into account the above discounts).

If you have any questions, please contact + 49-911-9 88 33-7000, Fax: + 49-911-98833-7999 or kundenbetreuung@afag.de

as per Item 7 of "General Terms and Conditions
for Exhibitions of FAMA"
(subject to registration, approval and fees!)

6.

Company _____

Contact person _____

Phone _____

E-mail _____

* **Co-exhibitor** € 395.00 plus VAT
(A company which is represented at the
stand of a main exhibitor with its own personnel
and products/services).



* **Represented company** € 0.00
(A company whose products and services
are offered by the main exhibitor without the
company's own personnel).

 Co-exhibitor **Represented company**

Company _____

Street/P.O. Box _____

Phone _____

E-mail _____

Products _____

Sales tax identification number (EU), VAT number _____

Contact person _____

Zip code, City _____

Fax _____

Internet _____

Entry in the index of exhibitors under letter A-Z _____
 Co-exhibitor **Represented company**

Company _____

Street/P.O. Box _____

Phone _____

E-mail _____

Products _____

Sales tax identification number (EU), VAT number _____

Contact person _____

Zip code, City _____

Fax _____

Internet _____

Entry in the index of exhibitors under letter A-Z _____
 Co-exhibitor **Represented company**

Company _____

Street/P.O. Box _____

Phone _____

E-mail _____

Products _____

Sales tax identification number (EU), VAT number _____

Contact person _____

Zip code, City _____

Fax _____

Internet _____

Entry in the index of exhibitors under letter A-Z _____

City _____

Date _____

Company stamp and legally binding signature _____

Mainfranken-Messe 2021

Würzburg
25.9.-3.10.2021

Exhibiting is governed by the following special terms and conditions for exhibitions and the general terms and conditions for exhibitions of **fama**.

Further regulations are contained in the service manual for Mainfranken-Messe 2021.



1. Place – Duration – Opening Hours:

Mainfranken-Messe will be held from **Saturday, 25 September until Sunday, 3 October 2021** in Würzburg at the fair ground on the Main-Shore. It will be open daily from 9:30-18:00 hours. Visitors will be admitted (only) until 17:00 hours. The opening hours for exhibitors will be 8:30 to 19:00 hours.

2. Advertising Space:

Trade fair management would be pleased to give you an offer for advertising space inside the trade fair grounds. Please present a proposal.

3. Payment Dates:

The first half of the invoice amount is due for payment 30 days after date of invoice. The second half is due by 7 August 2021. Invoices issued after 7 August 2021 are due for payment at once. Place of fulfillment and place of jurisdiction - also for summary proceedings for court order to pay debts - is Nürnberg. Default interest and reminder charges are due with the third reminder.

4. Trade Association Contribution:

To safeguard the interests and concerns of both the industry sectors exhibiting at trade fairs and exhibitions and the organizers, as well as for the purposes of quality assurance for the trade fair location of Germany, exhibitors will be levied a trade association contribution to support the work of the German trade fair industry's trade associations. The trade association contribution is levied by and for the AUMA (Association of the German Trade Fair Industry), calculated by the organizer and paid directly to the AUMA.

5. Set-Up:

Beginning of set-up/halls:	Monday, 20 Sept. 2021, 7 AM
Beginning of set-up/outdoor:	Friday, 17 Sept. 2021, 7 AM
End of set-up:	Friday, 24 Sept. 2021, 6 PM

Please consult the service manual for the definitive set-up times (changes are possible).

Management must be informed at least 6 weeks prior to the start of an exhibition about exhibits which, due to their size or weight, are not able to be transported on the wooden floors into the lightweight halls, or don't fit through the halls' doors, so that an allowance can be made even before construction of the lightweight halls. Then, an exact coordination with regards to the deadline and additional technical measures is essential. To that end, exhibits usually have to be delivered before the general start of construction.

If exhibition management is not informed by the exhibitor in a timely fashion, or the agreements made are not complied with, additional costs will be charged.

A bringing forward of the construction date is possible only by written agreement.

As part of the transport arrangements, temporary passes will be issued for a deposit fee. A hall's roof trusses and technical facilities are an integral part of the stand area and are included in the calculation.

The exhibition grounds are located in a registered flood area!

Stands whose construction has not been commenced by 12 o'clock of the day before the start of the fair will be constructed at the exhibitor's expense, unless otherwise provided. Claims for compensation cannot be asserted by the rentee.

The exhibitor undertakes to demarcate the closed sides of his stand with an opaque partition wall system. Partition walls (Octanorm white) may be ordered at the exhibitor's expense with registration or the service manual.

Partition walls that were used but not ordered (e.g. from a neighbour's stand) will be charged to the exhibitor on the aforementioned terms.

We reserve the right to impose requirements on stand design and type as well as content of the advertising claims. Acoustic and optical advertising media must in all cases be expressly approved by us. All regulations of trade law - particularly those that pertain to price labelling - **must be observed.**

6. Disassembly:

Beginning of disassembly:	Sunday, 3 October 2021, 6 PM
End of disassembly:	Tuesday, 5 October 2021, 6 PM

Please consult the service manual for the definitive disassembly times (changes are possible).

Stands that have not been disassembled and exhibition goods that have not been taken away by the "end of disassembly" deadline will be removed at the exhibitor's expense and risk and stored at the exhibitor's expense.

The stand areas and the materials rented from the contract companies are to be returned in proper condition.

Damages to the building structure, the technical facilities and the premises are to be reported to trade fair management without undue delay. The exhibitor is liable for all such damages.

In a deviation from the provision in Section 13, paragraph 1, sentence 2 of the General Exhibition Terms and Conditions of fama Fachverband Messen und Ausstellungen e.V., it is hereby stipulated that the amount of the contractual penalty to be paid by an exhibitor to the organizer in the event of the culpable and intentional removal of a stand in whole or in part (premature dismantling) prior to the end of the exhibition, shall be determined by AFAG Messen und Ausstellungen GmbH as it sees fit, whereby the exhibitor shall be at liberty to have the appropriateness of the amount of the contractual penalty reviewed by a court.

7. Identity Cards:

Each exhibitor receives identity cards for its stand and service personnel. Two identity cards are issued free of charge for the first 10 m² of stand space. For each additional full 10 m² of stand space in the hall and each 50 m² of stand space outdoors an additional identity card is issued free of charge upon request for up to a maximum of 10 free identity cards altogether. The right to free identity cards is subject to the exhibitor's compliance with his payment obligations. In a case of proven need, additional identity cards are issued in return for payment, whereby the maximum is one half of the cards that can be claimed free of charge. If an identity card is misused, it will be taken back without compensation being rendered. The right to issue work identity cards during the time of set-up and disassembly is reserved.

8. Obligatory Media-entry

"Beginner/Basic"/Catalog:

8.1 Obligatory Media-entry "Beginner/Basic"
The obligatory media-entry "Beginner/Basic" in the amount of € 215.- is collected from each exhibitor. It covers the entry in the Mainfranken-Messe Guide (company name, hall and stand number, products), the entry in the online exhibitor database, (company name, postal address, hall and stand number, products), use of the advertising means offered, and all visitor marketing measures. The data for these entries is taken from the registration. The organizer transmits to the relevant media partners the contact data of the exhibitors so that these media partners can offer trade fair related publications. This data forms the basis for providing visitors with information at the trade fair. The full amount is due even after the press deadline for the Mainfranken-Messe Guide. The obligatory media-entry "Beginner/Basic" is charged in the stand fee invoice from AFAG Messen und Ausstellungen GmbH. Additional presentation options (logos, adverts, etc.) can be ordered by exhibitors; order forms A1 + B is provided for this purpose. AFAG Messen und Ausstellungen GmbH do not warrant that the entries are correct and complete.

8.2. Catalog

The "Mainfranken-Messe" catalog appears in an edition of 6,000 copies and is handed out to the visitors free of charge. (see Annex B)

9. Service Manual:

The service manual will be available at www.mainfranken-messe.de for downloading beginning in June 2021. By sending in the completed order forms, the exhibitor places orders with the responsible contract companies and agrees to pay the resulting costs. The technical guidelines, the set-up requirements, and the fire prevention and safety measures stated in the service manual, and the rules of the house, are part of the contract with AFAG Messen und Ausstellungen GmbH.

10. Flat Charge for Security and Waste Disposal:

The flat charge for security and waste disposal is shown separately on the invoice for the stand. This fee covers additional preventative security measures (exceeding the general security obligations for events) as well as the disposal of waste in a legally prescribed fashion.

The additional preventative security measures aim to avert potential external risks for exhibitors and visitors, and include the use of additional rapid response teams, selective baggage screening, the use of anti-ramming barriers and much more.

Separately from the flat rate, the respective exhibitor is also obliged, in accordance with the applicable statutory regulations (e.g. the Commercial Waste Ordinance), to avoid waste and to sort waste into recyclable materials (paper and cardboard, glass, plastics, metals, wood, textiles, organic waste). The disposal of hazardous waste and toxic substances, as well as exceptionally high quantities of waste, will be charged for in addition to the flat fee. The WASTE DISPOSAL form in the service handbook is to be completed in all cases and sent to exhibition management.

11. Sales:

Dispensing food and beverages for consumption on the fair grounds as well as samples for tasting must be approved by trade fair management. At most 25% of the exhibition space may be used for presenting the offer of a product or information on which this approval is based.

Sale of goods of all types, as well as dispensing food and beverages must be discontinued irrevocably at 18 hours.

12. Lotteries, Contests, etc.:

Tomboles, contests, quizzes, raffles, giveaways and the like may NOT be conducted in exchange for paying money or making a donation.

13. Insurance:

The exhibitor management is not responsible for any damage or loss to stand bodywork and exhibited goods. Insurance can be arranged by the exhibitor management for the exhibited goods and third parties under favorable conditions via a framework agreement.

14. Prohibition of Smoking:

We point out that the laws of the State of Bavaria regarding a prohibition of smoking which are in force at the time of the trade fair must be observed and enforced. The Non-Smokers Protection Act applies in the gastronomic facilities within the halls and the service areas.

15. Address Transfer to the Media Partners:

AFAG Messen und Ausstellungen GmbH transmits the relevant media partners the postal address of the exhibitors for the purpose of offer of mess-specific publications. The data from the exhibitors will ONLY be sent to our media partners and not to Expo-Guide. The legal standard in force at the time of performance remains untouched.

16. Applicability of German Law:

This contract is subject solely to the application of the right of the Federal Republic of Germany.


Organizer:

AFAG Messen und Ausstellungen GmbH
Messezentrum 1, 90471 Nürnberg
Phone +49 (0) 9 11 / 9 88 33-0, Fax +49 (0) 9 11 / 9 88 33-500
www.afag.de, info@afag.de
Registration court: Nuremberg HRB 651
CEO: Henning und Thilo Könicke

Exhibitor Management:

AFAG Project Management
Mainfranken-Messe
Messezentrum 1, 90471 Nürnberg
Phone +49 (0) 9 11 / 9 88 33-420, Fax +49 (0) 9 11 / 9 88 33-429
www.mainfranken-messe.de, info@mainfranken-messe.de

Träger: Stadt Würzburg

 Member of Association of German Trade Fairs and Exhibition Industry

1. General

The following provisions shall govern the legal relationship between the organiser of an exhibition and the respective exhibitor. They can be supplemented by „Special Terms and Conditions for Exhibitions“ and the “House Rules” valid for the respective exhibition. Any agreements deviating from the “General and Special Terms and Conditions for Exhibitions” shall require the written form to become legally effective.

With his application, the applicant acknowledges these “General Terms and Conditions of the FAMA, Fachverband Messen und Ausstellungen e. V.”, the “Special Terms and Conditions for Exhibitions” applying to the particular exhibition, and the “House Rules” as binding upon himself and all persons employed by him at the exhibition. Any General Terms and Conditions of the exhibitor that are conflicting with the above-mentioned conditions shall not become part of the contract, even if they are not expressly contradicted.

The organiser’s remuneration shall comprise all main and subsidiary services rendered by the organiser for the exhibitor for the purpose of holding the event and shall discharge these. The remuneration for the main services can be gathered from the application and the „Special Terms and Conditions for Exhibitions“. The exhibitor shall be informed in advance, if so requested, of the costs of supply systems to be installed at his request and of other subsidiary services, e. g. gas, water, electric power supplies. The trade association contribution shall be calculated net per rented square metre and shown separately on the invoice.

2. Application

The application for participation in the event shall be made using the validly signed application form. In case application is made using an on-line form, this form shall also be valid without signature by sending it to the organiser.

No conditions or reservations imposed by the exhibitor on the application form, for instance regarding the exact position of the exhibition stand or the exclusiveness within a product group, shall be permitted and these shall be considered irrelevant for the conclusion of the contract. They shall only develop legal effectiveness if they are confirmed in writing by the organiser before or at the time of contract conclusion.

The application shall constitute an offer of the exhibitor to which the exhibitor shall remain bound up to 8 days after the deadline specified in the „Special Terms and Conditions for Exhibitions“, but at the most up to 6 weeks prior to the opening date of the exhibition, unless admission has been granted in the meantime. If an application is received later or after the closing date for applications, the exhibitor shall be bound for a fortnight.

3. Admission / contract conclusion

The contract between the organiser and the exhibitor (contract of participation) shall be concluded with receipt of the confirmation of admission or the invoice at the exhibitor’s either per letter, fax or per electronic transmission. The right to admit exhibitors and individual exhibits is incumbent solely on the organiser if necessary with the assistance of an exhibition advisory board or the exhibition committee. The organiser shall be entitled to limit the number of registered exhibitors and to alter the amount of registered floor space if conceptually necessary. A change to the floor space may in particular be made to reach the specified minimum dimensions of the stand and apart from that shall have to give due consideration to the exhibitor’s interests. The organiser may exclude individual exhibitors from the exhibition for legitimate reasons, such as lack of space. The organiser may restrict exhibition admission to particular exhibitor, supplier or visitor groups should this be required to serve the purpose of the exhibition. The exclusion of competing exhibitors may not be requested or confirmed.

Ordinary termination of the contract of participation shall be excluded; the right to extraordinary termination shall remain unaffected by this. The organiser shall in particular be entitled to termination of the contract of participation without notice for cause if the conditions for admission of the exhibitor subsequently cease to exist or are no longer met, as well as if despite two reminders, the exhibitor is in default of payment. In case of an extraordinary termination for which the exhibitor is responsible, he shall be obliged to pay a fee amounting to 25 % of the remuneration to cover any costs already incurred.

A release from the contract at the exhibitor’s request is possible (see paragraph 5). However, the organiser shall not be obligated to grant the request.

If any justified objections or complaints in respect of the goods offered or the exhibitor’s work approach arise, the organiser shall in the general interest be entitled and authorised to immediately take appropriate rectifying action. In such a case, the organiser can cancel existing contracts for subsequent exhibitions, because essential requirements on which these contracts are based are no longer given.

It is not permissible to exhibit second-hand goods or goods that have not been registered or approved.

4. Changes — Force majeure

Unforeseen events rendering the planned realisation of the exhibition impossible and for which the organiser is not responsible entitle the latter to

- a) Cancel the exhibition prior to its opening. If cancellation takes place more than 6 weeks but not more than 3 months prior to the opening date, 25% of the remuneration will be charged to cover costs. If cancellation takes place in the last 6 weeks prior to the opening date, the contribution towards expenses shall be raised to 50%. Furthermore, any expenses incurred at the exhibitor’s request shall be paid as well. If the exhibition must be closed on account of force majeure or by an official order, the agreed remuneration and all the costs to be borne by the exhibitor are to be paid in full.

- b) Postpone the date of the exhibition. Exhibitors who can prove that the exhibition will then coincide with another exhibition for which the exhibitors already have a firm booking may be released from the contract in accordance with paragraph 5.

- c) Shorten the duration of the exhibition. Exhibitors are not entitled to be released from the contract. Nor will any reduction of the remuneration be allowed.

In all cases, the organiser shall make decisions of such serious nature in cooperation with the appointed committees or exhibition advisory boards and shall give notice as early as possible. Claims for damages shall be barred for both parties in all cases.

5. Release from the contract

Should the organiser exceptionally permit a release from the contract after binding registration or admission, 25% of the remuneration shall be charged as reimbursement of costs as well as any expenses incurred out of existing orders upon the request of the exhibitor. In this case, the exhibitor is expressly granted the right to prove that no or lesser damage has been caused to the organiser.

Application for release from the contract must be made in writing. It shall be deemed to be legally binding only if the organiser also gives his consent in writing. The organiser may make such release dependent on whether the allocated floor space can subsequently be put to other uses. Re-allocation of the floor space to another exhibitor then corresponds to a release from the contract for the original exhibitor, but the latter shall have to pay the difference between the effective remuneration and the remuneration actually achieved, plus any fees payable pursuant to paragraph 1.

If the floor space cannot be put to other uses, the organiser shall in the interest of the overall appearance of the event be entitled to move another exhibitor to the unoccupied stand or to fill the stand in some other manner. In this case, the released exhibitor shall not be entitled to claim any reduction in remuneration. Any costs incurred for decoration or for filling the unoccupied stand shall be borne by the released exhibitor.

6. Stand assignment

Stands shall be assigned by the organiser on the basis of aspects arising from the concept and theme of the exhibition. The date of receipt of the application shall be irrelevant. Special requests shall be taken into consideration where possible, but there is no legal obligation to do so. The exhibitor shall be notified in writing of the location of the stand. As a rule, notification hereof is given in connection with the admission

confirmation and hall and stand number. Complaints must be made in writing within 8 days of receipt of notification of the stand assignment. The exhibitor shall be obliged to accept a minimal reduction in assigned floor space, where this is required for technical reasons. The reduction may be a maximum of 10 cm in width and length respectively and does not entitle to a reduction of the remuneration. This does not apply for prefabricated stands or system stands that have been expressly registered as such. A stand may only be relocated for compelling reasons. The organiser shall be obliged to offer the respective exhibitor an as far as possible equivalent stand/floor space. In this case, the exhibitor shall be entitled to cancel the contract without mutual indemnification within two days after notification. The withdrawal shall be made in writing. The above provision does not apply to stands that are moved a few metres in the same hall. The organiser reserves the right to alter the location of entrances, exits, emergency exits and passages. The organiser shall be obliged to immediately notify exhibitors in writing of any alterations referring to the location, size or type of stand.

7. Assignment of the stand to a third party, sale on behalf of third parties, co-exhibitors

The exhibitor shall not be entitled to leave the stand assigned to him to third parties in whole or in part free or in return for payment or to swap it with another exhibitor without the organiser’s written approval. The exhibitor shall act in his own name vis-à-vis visitors and shall not be entitled to accept orders on behalf of other companies.

Admission of a co-exhibitor shall only be permitted if this has been approved by the organiser in writing. The co-exhibitors shall have to designate a joint representative in their application. Any notices and explanations of the organiser to the designated representative shall be deemed to have been given to and received by all co-exhibitors. In case of the admission of co-exhibitors, all co-exhibitors shall be jointly and severally liable for the organiser’s remuneration.

When orders from visitors are accepted, the order confirmation must contain the full contact details of the suppliers and of the exhibitor.

8. Terms of payment

50% of the remuneration to be paid to the organiser shall be paid within 30 days of invoice date, the remainder by 6 weeks prior to the opening date, unless otherwise agreed in writing or otherwise specified in the “Special Terms and Conditions for Exhibitions“. Invoices issued later than 6 weeks prior to the opening date shall be due immediately in full. After the due date, the organiser shall be entitled to charge default interest. This interest shall be based on the legal provisions of § 288 BGB (German Civil Code) and currently amounts to nine percentage points above the basic interest rate per year. The organiser reserves the right to provide evidence of higher damages caused by default. Following futile reminders, the organiser may at his own discretion and subsequent to corresponding notice dispose otherwise of stands that are not

paid in full. In this case, he may refuse the exhibitor the use of the stand and the issue of exhibitor passes.

The organiser holds a lessor lien in the exhibits brought to the exhibition for all unfulfilled obligations and resulting expenses. The organiser shall not be liable for accidental damage or loss of the pawned goods and has the right to sell such goods in the open market upon written notification thereof. It is assumed that the exhibitor is the sole proprietor of the goods brought to the exhibition.

9. Design and outfitting of the stands

For the entire duration of the exhibition, the name and address of the exhibitor shall be displayed at the stand in an easily recognizable form. The exhibitor shall be responsible for outfitting his stand within the scope of any instructions on the part of the organiser with regard to a standardised form of construction. The guidelines issued by the organiser must be heeded to ensure a good overall appearance. If the exhibitor sets up his own stand, he may be requested to submit to the organiser true-to-size drawings for approval prior to commencing work. The use of pre-fabricated and system stands shall be expressly stated in the application. The name of the firms commissioned to execute the design and construction work shall be submitted to the organiser. Stand boundaries may not be exceeded under any circumstances. Exceeding the prescribed installation height requires the express approval of the organiser. The organiser is authorized to request the removal or alteration of exhibition stands, the installation of which has not been approved or does not conform to exhibition requirements. Should the exhibitor fail to comply with this written request within 24 hours, the organiser shall be entitled to remove or alter the stand at the exhibitor's expense. If it is necessary to close the stand for the same reason, the exhibitor shall not be entitled to claim reimbursement of the remuneration.

10. Advertising

Advertising in any form whatsoever, particularly the distribution of printed advertising material and the addressing of visitors are permitted only within the stand. The use of loudspeaker systems, musical performances or film or slide projection and any kind of audio-visual media - even for advertising purposes - requires express approval by the organiser, and notice must be given well in advance. Demonstrations involving machines, acoustic equipment, projection equipment and modems, even for advertising purposes, may be restricted or prohibited even after permission has been granted if such demonstrations are considered a disruption of the general order of the exhibition. If the organiser operates a loudspeaker system, he reserves the right to make announcements.

11. Construction

The exhibitor shall be obliged to complete construction of the stand within the deadlines specified in the "Special Terms and Conditions for exhibitions". If construction has not been commenced at noon the day before the opening of the exhibition, the organiser has the right to dispose of the stand at his own discretion. The exhibitor shall be liable to the organiser for the agreed remuneration and in addition for any other expenses incurred. Under no circumstances shall the exhibitor be entitled to claims for damages. Complaints concerning the location, size or type of stand must be made in writing to the organiser before stand construction commences and no later than one day after the specified date of construction commencement. All materials used for construction must be flame resistant.

12. Stand operation

The exhibitor shall be obliged to outfit his stand with the registered exhibits for the duration of the exhibition, and, unless the stand has been expressly rented purely for representation purposes, the stand must be kept staffed by trained personnel at all times. The exhibitor shall be responsible for cleaning his stand and shall perform this work daily after the exhibition is closed. The organiser shall be responsible for cleaning the other parts of the premises, other parts of the halls and passages. The exhibitor shall be required to avoid and separate waste according to recyclable materials. Additional costs for sewage and refuse disposal shall be charged according to the "polluter-pays-principle".

All exhibitors shall be required to show due consideration vis-à-vis the organiser and the visitors during the course of the exhibition and during construction and dismantling of the former. The organiser shall be entitled to stipulate exact regulations in the "Special Terms and Conditions for exhibitions" and the "House Rules" to ensure mutual consideration is shown and to take adequate action to the point of extraordinary termination of the contract of participation, if - after prior written warning - an exhibitor persistently keeps on contravening against the instruction to show due consideration.

13. Dismantling

No stand may be vacated, in whole or part, prior to the closing of the exhibition. Exhibitors violating this provision shall be charged with a fine of 50% of the net remuneration. Further damage claims shall remain unaffected by this.

Exhibits may not be removed after termination of the exhibition if the exhibition management has asserted its lessor lien. The removal of exhibits despite notification shall be considered a violation of the lessor lien.

The exhibitor shall be liable for any damage to the floor, walls and materials made available to the exhibitor. The exhibition floor space used by the exhibitor shall be left in its original condition not later than the deadline specified to completely vacate this area. Any mounted materials, foundations, excavated areas and resulting damage are to be completely removed and/or repaired.

Otherwise the organiser shall be entitled to have this work carried out at the expense of the exhibitor.

Exhibition stands that are not dismantled by the specified deadline or exhibits left behind shall be removed at the expense of the exhibitor and shall be stored at the exhibition forwarding agent with no liability for loss or damage.

14. Utilities

General illumination shall be provided at the organiser's expense. If the exhibitor desires any connections, this shall be stated in the application. Installation and consumption shall be at the exhibitor's expense. In the case of ring cables, costs shall be shared on a pro rata basis.

All installation work up to the stand outlet may only be performed by firms approved by the organiser. These firms shall be commissioned to perform such work through the organiser's procurement and with his approval, and they shall present their statements for installation and consumption directly to the exhibitors in compliance with the price guidelines issued by the organiser.

Terminals and equipment that do not comply with the relevant regulations - in particular VDE regulations and regulations of the local public utilities - or the consumption of which is higher than reported, may be removed from the exhibition premises by the organiser at the exhibitor's expense or put out of order. The exhibitor shall be liable for any damage caused by the use of unregistered connections, or by installations that have not been executed by the installation firms approved by the organiser. The organiser shall not be liable for interruptions or fluctuations that may occur in the power, water, gas and air pressure supplies.

15. Security

The grounds and the halls shall be generally guarded by the organiser without liability for losses or damage. The exhibitor himself shall be responsible for supervising and guarding his stand, also during construction and dismantling periods. Special guards may be employed only with the organiser's consent.

16. Liability

The organiser, his employees and assistants shall not be liable for any damage resulting from slightly negligent violations of duty. This shall not apply to damage resulting from injury of life, body or health or violation of guarantees and shall also not apply to claims according to the Product Liability Act. In addition, the liability for the violation of duties, the performance of which facilitates the due performance of the contract in the first place and on the observance of which the exhibitor may regularly rely on (cardinal duty), shall remain unaffected. In the cases covered by this paragraph, the organiser shall be liable in accordance with the statutory provisions.

In case of violation of a cardinal duty, the organiser's liability shall be limited to the typically foreseeable damage with the exclusion of any liability for consequential damage.

17. Insurance

Exhibitors are strongly advised to insure their exhibits accordingly and to acquire liability insurance at their own expense.

18. Photographs, drawings, films

Professional photographs, drawings and films on the exhibition grounds may only be made by authorised companies or individuals.

19. Domiciliary rights

The organiser exercises the sole domiciliary rights on the exhibition premises for the duration of the event and can decree "House Rules". Exhibitors and their employees may enter the premises and the halls only one hour prior to the opening of the exhibition. They have to leave the exhibition halls and premises at the latest one hour after closing time. It is prohibited to remain on the premises overnight.

20. Statute of limitations

Exhibitors' claims against the organiser shall become time-barred within a period of one year, starting with the end of the month during which the last day of the exhibition was held.

Any claims of the exhibitors against the organiser shall have to be asserted in writing within a cut-off period of six months, starting with the end of the month during which the last day of the exhibition was held.

The regulations of the above two paragraphs shall not apply if the organiser, his employees or assistants can be charged with wilful intent or grossly negligent behaviour, or if the organiser's liability is based on the statutory provisions in accordance with paragraph 16.

21. Place of Performance and Court of Jurisdiction

The place of performance and the court of jurisdiction are at the domicile of the organiser, even in cases where claims are asserted by way of summons, unless otherwise provided in the "Special Terms and Conditions for Exhibitions".

Reprints of this publication or any parts thereof are not permitted.

As at January 2018