General Exhibiting Guidelines for Trade Fairs and Exhibitions of IDFA Members*

In the event of any non-conformity, the following regulations shall apply in the undermentioned order (if available):

A. Individual binding agreements of the organizer

B. The organizer's binding agreements

C. General Exhibiting Guidelines

01. Participants

01.01 The participants in trade fairs and exhibitions shall be divided into exhibitors, co-exhibitors and additionally represented companies.

01.02 The name of the organizer shall be clearly marked on a stand sign. The names of the companies commissioned to stand design, stand construction, etc. shall be clearly marked on the application form and shall be a prerequisite for taking possession of the assigned stand space and for handling over the participant passes. No provision shall be made for deferral of payment in the event of any deviation from this regulation. Objections to the invoice may only be taken into account if they are sent in writing within 14 days after receipt of the invoice. When sending the invoice, the organizer shall draw the exhibitor's attention to the fact that the invoice is a demand for payment and that the exhibitor is liable for the full amount due and interest.

02.01 An AUMA service fee amounting to €0.60 per square metre of stand space shall be charged for the accuses the contractor of Association of the Metallurgical Industry (AUMA), Littenstrasse 5, 10117 Berlin. This service fee shall be listed separately on the invoice.

02.02 By submitting the application form, the exhibitor shall hereby accept these "General Exhibiting Guidelines" and, if available, the "Special Exhibiting Conditions" applying to the particular event, the "House Rules", the "Technical Guidelines", the "General Binding Agreement", the "Technical Conditions", the "General Terms of Use" and "Technical Instructions" and, if available, the "Special Exhibiting Conditions" applying to the particular event, the "House Rules", the "Technical Guidelines", the "General Binding Agreement", the "Technical Conditions", the "General Terms of Use" and "Technical Instructions". This obligation shall also extend to the persons employed by the exhibitor at the event, other participants registered with the organizer and the representatives of the exhibiting companies.

02.03 The exhibitor shall be obliged to comply with relevant labour and trade legislation, environmental protection regulations, fire protection regulations, accident prevention regulations and the provisions of common law. Failure to comply with these provisions shall be a prerequisite for taking possession of the assigned stand space and for handing over the participant passes.

03. Admission

03.01 The exhibitor shall take a decision, if necessary in agreement with the respective committees, regarding space assignment of the exhibitor and registered exhibitors to the event via a written confirmation of admission. A contract shall come about with the admission of the exhibitor (see subsection 02.01, sentence 3).

03.02 The exhibitor shall be entitled, for the purpose of organizing the event and for purposes of advertising, marketing research or opinion research – in accordance with the latest version of the Data Protection Act – and to those data being processed on the basis of the event and the stand construction for the purposes mentioned in the application form, the exhibitor hereby give his consent to this in respect, unless he has filed an express objection. The exhibitor shall also be entitled to take part in electronic visitor recording and evaluation programmes, and shall agree to the publication of information relating to his participation in the event in the media and on the Internet.

04. Space assignment

04.01 The organizer shall assign the space to the participant on request. The names of the companies commissioning the space to be exhibited shall be fully or partially reimbursed or waived of the participation fee. In the event of non-participation of the exhibitor, the participant shall still be obliged to pay the full registration fee (see subsection 01.04).

05. Unauthorized transfer of stand space, co-exhibitors, additionally represented companies

05.01 The participant shall be entitled to exchange or sublet the stand space to third parties; however, for the purpose of the application form, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.

05.02 If several exhibitors want to rent a stand together, they shall name a jointly appointed authorized representative in order to conclude the contract immediately according to section 17 for good cause.

05.03 The exhibitor may only accept co-exhibitors or additionally represented companies (cf. subsection 01.01) with the prior written consent of the organizer. The organizer shall be entitled to disallow the exhibitor to accept co-exhibitors or additionally represented companies if they have close economic or organisational ties to the applicant. The exhibitor shall enter the names of all co-exhibitors or additionally represented companies on the application form. Co-exhibitors or additionally represented companies shall be entitled to participate under the regulations shown in the Special Exhibiting Conditions. The examination of the application form may not display exhibits on the exhibitor's stand.

06. Fees, payment deadlines and terms, lessor's right of lien

06.01 Only contracts signed in writing shall be effective. The terms and conditions of the Special Exhibiting Conditions are shown in the Special Exhibiting Conditions. The payment deadlines shall be observed. Prior and full payment of the invoice on the stipulated dates shall be a prerequisite for taking possession of the assigned stand space and for handling over the participant passes. No provision shall be made for deferral of payment in the event of any deviation from this regulation. Objections to the invoice may only be taken into account if they are sent in writing within 14 days after receipt of the invoice. When sending the invoice, the organizer shall draw the exhibitor's attention to the fact that the invoice is a demand for payment and that the exhibitor is liable for the full amount due and interest.

06.02 An AUMA service fee amounting to €0.60 per square metre of stand space shall be charged for the accuses the contractor of Association of the Metallurgical Industry (AUMA), Littenstrasse 5, 10117 Berlin. This service fee shall be listed separately on the invoice.

06.03 All invoice amounts shall be transferred in Euro without any bank charges or deductions quoting the current bank number and invoice number. Invoices outstanding beyond the payment deadlines shall be paid by the exhibitor. Unless charged otherwise, the exhibitor shall be entitled to charge interest amounting to the interest rate which he would pay for taking out corresponding loans, but at least 8 percent above the current base interest rate. A minimum fee of €3.00 for each unpaid invoice will be charged as collection fee. Invoices for which the exhibitor has not been paid within the stipulated time shall be subject to claims for statutory interest after the due date (§ 353 of the German Commercial Code), any further damage caused by default and other rights arising from these Exhibiting Conditions. The participant shall be entitled to reclaim the damage to the extent that the exhibitor has been paid.

06.04 When paying the payment obligations on time, the organizer shall reserve the right, after granting a reasonable period of grace with consideration of the circumstances and the remaining time, to terminate the contract with immediate effect according to section 17 for good cause.

07. Non-participation by the participant

07.01 If an exhibitor is not permitted to resign or not generally releasing from his contractual obligations. The participant shall be obliged, in particular, to pay the contractual due fees. The exhibitor shall not be entitled to accept a replacement participant nominated by the participant.

07.02 Should a participant fail to comply with his payment obligations on time, the exhibitor shall reserve the right, after granting a reasonable period of grace with consideration of the circumstances and the remaining time, to terminate the contract with immediate effect according to section 17 for good cause.

08. Cancellation, relocation and change in the duration of the event

08.01 The organizer, if it becomes necessary, especially if the amount of space available is insufficient or for other reasons for which he is not responsible, the exhibitor shall not be entitled to claim full or partial reimbursement or waiver of the participation fee. If the participant is responsible for canceling the event, the exhibitor shall not be entitled to pay the participation fee. If the organizer is forced to shorten or cancel the event in progress on account of the occurrence of force majeure or for other reasons for which he is not responsible, the exhibitor shall not be entitled to claim full or partial reimbursement or waiver of the participation fee.

09. Space construction, fitting and design

09.01 All exhibition stands and other event areas shall be measured and marked by the organizer. In case of doubt, the organizer shall have the right to make a final decision (§ 315 of the German Civil Code).

09.02 The participant shall be obliged to build a trade fair stand or an exhibition stand (stand) on the rented exhibition space. The stand shall be occupied on time, but at the latest 24 hours before the start of the event. If the participant does not occupy the stand on time, the organizer may terminate the contract immediately according to section 17 for good cause.

09.03 Exhibits, stand equipment and/or other items, which were not shown on the application form or whose appearance was small, lack of completeness, noise or other factors in its costs in these procedures for the preparation of the event, the participant shall be obliged to pay these costs.

09.04 If the participant is responsible for canceling the event, the participant shall not be entitled to pay the participation fee.

09.05 If the participant fails to comply with the restrictions for which he is responsible in detail, the stands may be taken over by the participant's order for fair compensation or by the organizer for fair compensation or by the organizer.

* The IDFA is the interest group of German trade fairs and exhibition cities. Its members are the trade fair companies in Bremen, Dortmund, Essen, Hamburg, Hanover, Karlsruhe, Leipzig, Offenbach, Pirmasens, Saarbrücken and Stuttgart. IDFA members issue these guidelines together on a voluntary basis in the interest of ensuring fair and equal treatment for all exhibitors. Members are free to enter into agreements with exhibitors that diverge from these guidelines. Such arrangements and agreements require written confirmation from the IDFA member in question in order to take effect.
10. Advertising

10.01 The participant shall only be entitled to use any kind of advertising on his stand for his own commercial purposes for the goods which he produces or sells, provided they have been registered and admitted to the event.

10.02 Loudspeaker advertising, other acoustic measures and slide, film, video or computer presentations and other analog and digital audiovisual measures shall not be prohibited in principle. This provision shall also apply to the use of audio or visual equipment for the purpose of advertising a more attractive advertising impact or the demonstration of exhibits is noisy or annoying.

10.03 The participant shall be entitled to stop unauthorized advertising without the aid of courts or the police and to personally remove it or have it removed. The costs of removing unauthorized advertising shall be borne by the participant. Licenses that have already been issued may be subjected to restrictions or revocation if the interest of the participants, house authority and public health authorities.

10.04 If the participant plays back mechanically reproduced music, he shall be obliged to obtain the necessary public performance licence and pay the fees in this respect.

10.05 The participant shall not be permitted to carry or drive around advertising media on the trade fair grounds or distribute printed matter and samples outside his stand.

10.06 The participant shall be entitled to terminate the contract immediately and request the participant to dismantle the stand straightaway and vacate the stand space. Any resulting costs shall be borne by the participant, unless they are paid by the photographer.

11. Direct selling

11.01 Direct selling shall not be permitted, unless it is expressly permitted in the event-related “Special Exhibiting Conditions.” Direct selling shall be allowed only if the goods which he produces or sells, if they have been registered and admitted to the event.

11.02 The organizer shall be entitled to determine the contract in accordance to section 17 for good cause.

12. Photography and other visual recordings

12.01 Stand photography and other visual recordings of the halls and aisles shall be prohibited. The organizer shall be entitled to stop unauthorized photography and other visual recordings without the aid of courts or the police and to personally remove them or have them removed. The costs of removing unauthorized photography and other visual recordings shall be borne by the participant. Licenses that have already been issued may be subjected to restrictions or revocation if the interest of the participants, house authority and public health authorities.

12.02 The participant shall not be permitted to carry or drive around photography and other visual recording media on the trade fair grounds or distribute printed matter and samples outside his stand.

13. Security, cleanliness and waste

13.01 Stand security and supervision during the daily opening hours of the event shall normally be the responsibility of the participant, also during the stand construction and dismantling periods. The organizer shall only be liable for the protection of the hall/stands area from the opening of the halls/stands area until the end of the daily opening hours of the event. No services shall be provided in connection with custody, safetykeeping or protection of interests of the participants. Valuable, easy-to-remove items belonging to the participant shall be placed under lock and key at night-time. The participant shall use, at his own expense, the security firm commissioned by the organizer for additional stand supervision.

13.02 The organizer shall pay the costs for general cleaning of the interview visitors outside the stand. The organizer shall be entitled to terminate the contract immediately and request the participant to dismantle the stand straightaway and vacate the stand space. Any resulting costs shall be borne by the participant, unless they are paid by the photographer.

14. Liability and insurance

14.01 All types of commercial visual recordings, especially photography and video recordings, on the trade fair grounds may only be carried out by persons who have been authorized to do so by the organizer and are in possession of permission of the appropriate authority. The participant shall observe the times and hours of the daily opening hours and require special lighting, shall be subject to the approval of the organizer, and may only carry out their work one hour before and after the daily opening times of the particular event.

14.02 The organizer – and with the approval of the organizer – press journalists and television stations shall be entitled to photograph, draw and make film and video recordings of the event, the exhibition buildings’ stands and the exhibited items, and to use these photographs, drawings and recordings free of charge for advertising purposes or press publications.

15. Protection of industrial property rights

15.01 The participant shall comply with the organizer’s house rules regarding the protection of industrial property rights, referring to the organizer’s house rules on the “Special Exhibiting Conditions.”

15.02 Every participant shall be entitled to the industrial property rights of other participants and shall refrain from infringing these industrial property rights. If it is proven that the participant has infringed industrial property rights of other participants or persons, he shall be obliged to pay his share of any waste disposal costs according to the “polluter principle.” If the participant leaves the track behind rubbish or other items after vacating the stand, the organizer shall be entitled to dispose of or destroy these items at the participant’s expense.

16. House authority

16.01 The participant shall comply with the organizer’s house authority throughout the trade fair grounds during the event. The participant shall follow the instructions of the organizer’s employees, who shall identify themselves by means of an official pass. The length of stay on the trade fair grounds for participants and employees or authorized representatives shall not be limited to one hour before and after the daily opening hours of the particular event. Stands of other participants may not be visited outside the daily opening hours without the approval of the organizer, and only during the period stipulated in the Special Exhibiting Conditions.

17. Violations of duty by the participant, right to terminate the contract, contractual penalty

17.01 Culpable violations of the participant’s duties from the contract or of the provisions of the organizer’s house rules shall entitle the organizer to terminate the contract immediately for good cause if the violations are not discontinued straightaway. Good cause for terminating the contract immediately shall be deemed to exist, in particular, if the participant violates the obligations stipulated in subsections 05.01, 05.02, 05.03, 05.09, 06.02, 06.09, 15.04 and 15.05.

17.02 If the contract is terminated for good cause, the organizer shall be entitled to close down the participant’s stand immediately and request the participant to dismantle the stand straightaway and vacate the stand space.