

GENERAL CONDITIONS OF PARTICIPATION

I. Application

1. By signing and returning the registration form, these General Conditions of Participation shall – together with the Special Conditions of Participation – be acknowledged as legally binding. The information and data being provided by the exhibitor will be electronically saved by the organizer but always observing the regulations stipulated under the applicable Data Protection Laws and such information will be transmitted or disclosed to third parties only to fulfil contractual duties.
2. The regulations stipulated in the Special Conditions of Participation shall prevail over the regulations stipulated in these General Conditions of Participation should there be a conflict between the regulations stipulated in the Special Conditions of Participation and the regulations stipulated in these General Conditions of Participation. The house rules, the technical specifications and the regulations stipulated in the Special Conditions of Participation constitute also a part of the contract.
3. The application shall constitute a legally binding offer of the exhibitor to conclude a contract from the date the organizer receives the application, irrespective of acceptance; the application cannot be appended with conditions or reservations.

II. Acceptance / Transfer of Booth Space / Contractual Obligation

1. The organizer shall accept the application in accordance with the Conditions of Participation, which apply to all participants (acceptance).
2. The acceptance is subject to the organizer's discretion. If the number of application forms complying with the requirement profile and received by the organizer prior to the expiration of the registration period exceeds the number of available exhibition spaces, the organizer shall have the right to make a discretionary decision regarding the admission of applicants to the exhibition.
3. The exhibitor may be disqualified from admission to the exhibition, if the exhibitor failed in the past to fulfil his financial obligations vis-à-vis the organizer at any time, or if he failed to fulfil such financial obligations within the prescribed period of time.
4. The legally binding contract shall be concluded upon written notification of acceptance by organizer. Should the content of the acceptance differ from that of the application (registration), the contract shall be concluded under the terms of the acceptance – even if the acceptance differs from the application – unless the applicant objects in writing within 2 weeks after receipt of the acceptance. The same shall apply, if it is necessary to postpone the event or to transfer the venue of the event, provided that the change can be regarded to be reasonable; in this case, the corresponding notification of change from the organizer shall be effective automatically.
5. The acceptance only applies to the respective event, the company applying, its products and services. Products, which do not conform to the list of permitted goods are NOT allowed to be exhibited at the trade fair.

6. The organizer allocates booth space based on product topics and segments.
7. Exhibitors are not legally entitled to any particular space allocations in a certain hall or in a certain hall area. If necessary, the organizer is entitled to make changes to relocate booth space other than as stated in the acceptance. The organizer can also change the size and dimensions of the booth space, relocate or close entrances or exits from and to the booth and to undertake structural changes in the exhibition halls without legal claims against the organizer, provided there is substantial cause for doing so. In the event of a size reduction, the exhibitor will be credited with the prorated difference arising from the correspondingly lower space footprint. The exhibitor will be notified without undue delay, if the space becomes unavailable due to reasons, which are beyond the organizer's control. In this case, the exhibitor will be entitled to a reimbursement of the participation fee. Any further claims for damages, exceeding the aforementioned reimbursement, shall be expressly excluded.
8. Any complaints by the exhibitor must be submitted in writing without undue delay but at the latest while the event is in progress; the organizer cannot consider complaints at a later date.
9. Furthermore, the organizer shall have the right to rescind the contract for a substantial cause. Such a substantial cause shall include but not be limited to in particular, if an admissible application for opening insolvency proceedings against the exhibitor's assets has been made or such an application has been dismissed due to lack of funds. The exhibitor must inform the organizer of such circumstances without undue delay.
10. The organizer is entitled to rescind the contract, if the event utilization falls below 50 % of the rental booth space. In this case the organizer is not liable for any damages or losses but has to refund already paid fees or down payments.
11. After the binding registration and the consequent acceptance, release from the contractual relationship is not permissible without the organizer's written consent.
12. Should the exhibitor fail to occupy the allotted space at the beginning of the construction period, the organizer will demand the exhibitor to occupy the booth space within a reasonable timeframe.
13. Should the timeframe set in accordance with paragraph II 12 expire, the organizer shall have the right to rescind the contract and to assert a claim for damages due to non-performance.
14. The following cases will fall solely within the exhibitor's scope of risk:
 - The products, which have been stipulated for the presentation, cannot be introduced at the venue of the event due to legal requirements prevailing there or due to other reasons, or
 - such products do not arrive in time, do not arrive undamaged or do not arrive at the venue of the event at all – e.g. as a result of any loss, delay in transport or customs, etc. – or
 - Travel of the exhibitor's employees or the exhibitor's booth or installation staff is delayed or becomes impossible. The exhibitor will in all these cases remain under the obligation to pay all the contractual charges and fees agreed upon.

15. After the conclusion of the trade show, the exhibitor is obliged to leave and return the allotted booth space in a condition that equals the condition when the exhibitor took over the booth space. The timeframe in which the exhibitor has to leave shall be determined by the organizer in the Exhibitor Service Manual. Should the exhibitor fail to comply with this obligation to vacate in time, the organizer is entitled to remove the exhibitor's belongings from the exhibition place at the exhibitor's expense. Furthermore, the organizer shall have the right to sell the exhibitor's belongings and to set off claims against him.

III. Construction and Arrangement of Booths

1. All booth constructions and designs must comply with statutory safety regulations, applicable laws and regulations, and comply with the specified requirements stipulated in the House Rules and Exhibitor Service Manual.
2. All booth construction service providers must have a special permit from the organizer in order to construct the trade show booths in the exhibition halls. Any additional technical services that may be required, particularly the installation of electricity, water and safety devices, the recruitment of local staff etc., may be ordered exclusively through the organizer through special order forms and for a separate charge, whereas the charges shall be in accordance with the usual charges at market rates charged by the venue.
3. For the duration of the event the booth must display the exhibits and be staffed by personnel as stated in the acceptance letter.
4. The organizer is entitled to demand the removal of exhibits from the booth, which could constitute a considerable disruption to the operation of the event or put the safety of exhibitors and visitors at risk due to noise, emissions or appearance. Furthermore, the exhibitor will be responsible for ensuring compliance with all applicable laws and regulations, and comply with the specified requirements stipulated in the House Rules and Exhibitor Service Manual. In case of non-compliance, the organizer shall also have the right to demand the removal of exhibited articles or the forbearance of a certain activity. Should the exhibitor fail to comply with this demand without undue delay, the organizer is entitled to have the exhibits in question removed at the exhibitor's expense and risk and to close the exhibitor's booth without any claims for loss or damages against the organizer.
5. The exhibitor is obliged to coordinate his booth construction and design measures with the organizer in advance. The organizer has to notify the exhibitor about any requested amendments or alterations as early as practical. Furthermore, the exhibitor is obliged to inquire about the relevant statutory regulations, laws etc. or building regulations at his own initiative. Should the exhibitor violate those regulations, the organizer is entitled to vacate or alter the booth at the exhibitor's expense. The organizer does not assume liability for any information provided by him.
6. No photographs are allowed in or of an Exhibitor's booth without the Exhibitor's approval. Exhibitors may place a "NO photography" sign inside their booth.

IV. Participation Fee and Other Costs / Terms of Payment

1. The participation fee will be calculated according to the rates specified in the Special Conditions for Participation. The Invoicing amount will be calculated on the basis of the total space allocated and may include any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings.
2. After being accepted as an exhibitor the organizer will issue an invoice for the participation fee and other costs. The invoice less the down payment must be paid no later than 12 weeks before the start date of the event. The invoice amount is to be paid in full without any deductions. Invoices being issued less than 12 weeks prior to the start date are due immediately.
3. The organizer is entitled to request a down payment whereas the due day of such down payment is stipulated in the Special Conditions of Participation or the down payment invoice. The rates contractually agreed upon (in the acceptance) are net fixed rates.
4. The organizer shall have the right to increase the rates by the amount of the corresponding cost increment in the event of any increase in its cost, particularly as a result of higher production, purchasing and labor costs as well as higher fees, taxes and other fiscal charges imposed at the event venue. Should the increment exceed 10 % of the rates being published by the organizer in the application forms, the organizer grants the exhibitor the right to terminate the contract within 10 working days from the date of the receipt of such an increment notice.
5. The payment of all invoices on or before the due date is required in order to occupy the booth space.
6. Should settlement of the invoice not be completed by the applicable due date, the organizer is entitled to terminate the contract.
7. As a security for all claims the organizer might have against the exhibitor, the exhibitor hereby grants to the organizer a lien on all movable objects belonging to the exhibitor on the booth area.
8. Any services that the organizer has provided will be invoiced in USD. The exhibitor is obliged to pay the amount and currency stipulated on the invoice ("billing currency"). Should the organizer, as a courtesy, accept settlement of the invoice in a currency other than the billing currency, such payment must be calculated based on the conversion on the official buying rate of the billing currency on the date of payment. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are at the exhibitor's expense.
9. Any complaints relating to the invoice must be made in writing, without undue delay, at the latest 2 weeks after receipt; complaints submitted at a later date will not be considered.
10. Any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings at the booth space assigned to the exhibitor shall not entitle the exhibitor to any reduction in the fee or other charges.

11. The organizer shall also be entitled to the payment of the full amount, should the exhibitor fail to fulfil any of his contractual obligations. This does not affect further claims for damages. Should the organizer fail to fully or partially fulfil his contractual obligation, the exhibitor is entitled to a proportional reimbursement of any payments already made by the exhibitor. Any other claims by exhibitor are excluded in accordance with section VII.
12. Should an invoice upon request of the exhibitor be sent to a third party, this does not constitute any waiver of claims or obligations of the exhibitor. The latter remains obliged to pay until such time as the account receivable has been settled in full.
13. All payments due to the organizer must be made in full without any deductions. Any bank charges, currency exchange fees etc. shall be borne by the exhibitor.

V. Co-exhibitors and Group exhibitors

1. Booth spaces shall be rented out only as a whole unit and only to one contracting party. The exhibitor is not permitted to relocate, exchange, share, or in any other way make the booth space allocated to him completely or partially accessible to third parties, without the prior consent of the organizer.
2. Use of the booth space by another company with its own products and own staff (co-exhibitor) requires a special application for admission and the consequent approval by the organizer. This also applies to companies for which one of the requirements mentioned (own products or own staff) is not fulfilled. Companies that are members of a corporate group as well as their subsidiaries are considered to be co-exhibitors. The organizer reserves the right to demand an additional participation charge and other costs for the admission of co-exhibitors. Such charges and costs will be invoiced to the main exhibitor or group organizer.
3. Co-exhibitors are accepted only under the conditions stipulated in section II of these General Conditions of Participation; these Co-exhibitors are equally subject to the Conditions of Participation as they apply to main exhibitors.
4. Should an exhibitor accommodate a co-exhibitor without the expressed permission of the organizer, this shall entitle the organizer to immediate termination of the entire contract and to have the booth space vacated at the exhibitor's risk and expense.
5. After the acceptance has been received, the contractual relationship remains exclusively between the organizer and the exhibitor, who is liable for his and the co-exhibitor's non-performance, breach of contract etc.
6. Should several exhibitors wish to participate at the event as a group (National Pavilions) in one booth, the General and Special Conditions of Participation are binding for each exhibitor. In addition, they are obliged to name a contact person in their application, jointly appointed as an authorized representative. Moreover, the conditions stated in section IV apply analogously. In the event of permitted joint use of the booth space, all exhibitors are liable to the organizers for payment of the participation and other costs and the fulfilment of other obligations – regardless on which legal grounds – as co-debtors.

VI. House Rules

1. The organizer has the right to establish rules of the house for every event. These rules come into force after their publication at the place of the event or communicated to the exhibitor in newsletters, bulletins and Exhibitor Service Manual prior to commencement of the event. The rules of the house become part of the contract. There is no obligation to hand out these rules of the house to each exhibitor and the exhibitors have to inform themselves about the content of the rules of the house.
2. The organizer holds the right to exercise the authority throughout the exhibition area to ensure compliance by exhibitor with this agreement. The organizer is entitled to have exhibits removed from booths if their display contravenes applicable laws or regulations, do not comply with the list of permitted goods or the exhibit or actions of the exhibitor are offensive or constitute threatening or abusive conduct.
3. The promotion of political and ideological contents is prohibited. In the event of serious offences against these Conditions of Participation, the organizer is entitled to close the booth or have it vacated.

VII. Warranty / Liability / Insurance

1. The organizer does not assume any obligation or liability to exercise proper care or security for exhibits, booth fittings and other objects, which are the property of the exhibitor or booth staff. Any liability for damages and losses is expressly excluded. This exclusion of liability is not affected by security measures of the organizer.
2. If exhibitors are not covered for their participation under their Business Insurance policy it is recommended to purchase an exhibition insurance policy, which can be obtained with reference to the Exhibitor Service Manual. In addition, the exhibitor may order special security measures by applying using the corresponding form in the Exhibitor Service Manual.
3. The exhibitor is liable to the organizer for any damage inflicted on the organizer, other exhibitors, attendees or exhibition center staff and other persons authorized to be at the venue resulting from conduct by the exhibitor's staff, the exhibitor's employees or any third party which the exhibitor has appointed.
4. The exhibitor shall obtain a liability insurance policy to cover risks incurred by exhibitor or his officers, employees and agents arising from or relating to its participation in the event. Exhibitor is required to obtain liability insurance in the minimum amount of \$1,000,000 and to list Koelnmesse Inc., 8770 W. Bryn Mawr Ave., Suite 1300, Chicago, IL 60631 as additional insured. A certificate of insurance must be provided to organizer no later than 30 days before show opening.
5. If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to postpone, shorten or extend the event as the result of a force majeure, or for other reasons beyond his control, the exhibitor is not entitled to any claims, in particular, not to claims for damages or losses against the organizer.

4 KOELNMESSE INC. GENERAL CONDITIONS



6. The exhibitor shall be liable and bear the risk for all damages incurred during transportation to and from the exhibition venue, including all damages incurred during transportation within the exhibition building as well as construction and dismantling of the exhibit booth.
7. THE ORGANIZER SHALL NOT BE LIABLE TO EXHIBITOR, ITS EMPLOYEES, CONTRACTORS OR AGENTS FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST SALES, BUSINESS OPPORTUNITIES OR OTHERWISE.

VIII. Reservations / Final Provisions

1. The exhibitor is solely responsible for compliance with all the laws, guidelines, and other regulations being applicable at the place of event venue, even if the contents of the organizer's conditions for participation deviate from such regulations. The exhibitor must inquire about the relevant regulations prevailing at the venue of the event promptly and comprehensively, and thereby obtain the required information. The organizer will not assume any liability for damages and other losses, which might result from any non-compliance with this obligation.
2. The organizer shall have the right to postpone, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, as well as individually or collectively. If such an action is required due to unforeseen events for which the organizer is not responsible, including but not limited to force majeure events such as natural disasters, wars, civil disturbances, strikes, breakdown or obstruction of traffic, transportation or communication, epidemic, pandemic, etc. In the event of any such postponement, shortening, extension or termination, the organizer shall bear no liability or obligation to reimburse exhibitor for any resulting damages, which the exhibitor may suffer.
3. In the event the U.S. Department of State, U.S. Centers for Disease Control and Prevention, the World Health Organization, or the government or health authorities in the Exhibition Place's jurisdiction issue or continue to issue gathering bans and/or travel alerts or warnings recommending against non-essential travel to the exhibition venue, organizer shall, at its discretion and, upon written notice to the exhibitor, either: (i) indefinitely postpone the event, (ii) reschedule the event or (iii) cancel the event; and the exhibitor shall have the right to terminate this Agreement without liability. In the event of termination, organizer will refund to the exhibitor within 150 days all amounts previously paid by the exhibitor to organizer in connection with the event.
4. In case of the cancellation of an event, the organizer shall not be liable for damages and/or other losses, which might be incurred by the exhibitor. The organizer will determine what amount of the payments already made to the organizer will be reimbursed to the exhibitor taking into account the expenses already incurred by the organizer.
5. Should these provisions be or become partially legally invalid or void, this shall not affect the validity of the remaining provisions or the contract. In this event, the parties bind each other to replace the invalid provision with a valid provision that comes to the commercial purpose of the invalid provision as close as possible. The same applies to loopholes.
6. All agreements, approvals and alterations to the contract must be made in writing. The same shall also apply to any amendment or waiver of this written-form clause itself.

Period of Limitation

Any claims of the exhibitor, which may be asserted against the organizer and which may arise from the contractual relationship, as well as all other claims relating thereto, shall become time-barred after one year. The limitation period shall commence at the close of the month, in which the closing date of the event falls.

IX. Place of Fulfilment / Place of Jurisdiction

1. Place of fulfilment for monetary obligations of the exhibitor – no matter on which legal basis – shall be the principal place of business of the organizer as far as there is no other place of fulfilment stipulated in the Special Terms of Participation.
2. The place of jurisdiction, also in cases involving documents, bills of exchange and cheques shall be the principal place of business of the organizer. At its option, the organizer shall also be entitled, to file claims at the court of the place where the exhibitor has his place of business or his branch.
3. The entire legal contractual relationship between the exhibitor and the organizer, including any annexes and schedules shall be governed and interpreted in accordance with the substantive laws but without reference to the conflict of law rules by the State of Illinois.

X. Data Protection Notice:

Your privacy is important to us. Stay in touch and up to date with this trade show and affiliated Koelnmesse trade shows, events and platforms in Germany, Europe, the Middle East, Asia, and the Americas - in compliance with GDPR, CCAP, CAN-SPAM, and other regulatory regulations.

I am opting in to permitting Koelnmesse Inc., its parent company Koelnmesse GmbH as well as their subsidiaries and agents, to e-mail or call me with marketing information.

1. Please note, if you do not opt in you may miss important information and updates on this trade show and affiliated events. You may change your consent options at any time by sending a request to dataprivacy@koelnmesse-nafta.com.

(last amended August 2, 2021)