

# Fair Trade Market

in the framework of the Bazaar Berlin

## Stand Application Form



**Bazaar Berlin**  
 Nov 07–11, 2018  
 Messedamm 22  
 14055 Berlin · Germany  
 Phone:  
 +49(0)30/3038-2131  
 Fax: +49(0)30/3038-2130  
 bazaar@messe-berlin.de  
 www.bazaar-berlin.de

**Closing date for entries: 31.05.2018**

Exhibitor:		Country:
Street:		
City and postal code:		
Person in charge:	Phone:	Telefax:
Mobile Phone:	Email:	Internet:

Invoicing address (if not ident. with exhibitor):

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Catalogue address:

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Product description (40 Letters):

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The following companies are represented on our stand with their own personnel:

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**We hereby order a package consisting of:**  
 Stand size (minimum 6 m<sup>2</sup>):

- |                          |   |  |  |
|--------------------------|---|--|--|
| <input type="checkbox"/> | stand space with carpet and electricity       | without walls, but with carpet, electricity outlet and consumption | EUR 120.00 per m <sup>2</sup> + EUR 181.00 electricity and VAT |
| <input type="checkbox"/> | stand space with carpet, electricity and wall | with walls, carpet, electricity outlet and consumption             | EUR 130.00 per m <sup>2</sup> + VAT                            |

and energy lump sum (for hall lights and climatization), exhibitors passes according the conditions of participation and cleaning and guarding the halls.

**Promotion Package**

Exhibitors will be charged **EUR 189.00** for Promotion Package services. Co-exhibitors get a basic entry free of charge and the possibility to book an upgrade (please cross accordingly). For Promotion package see No. 6 of the conditions of participation

Promotion Package for co-exhibitors (free of charge)     Promotion Package Upgrade for co-exhibitors (EUR 50.00)

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AUMA-Fee per m<sup>2</sup> is fixed by EUR 0.60

To Messe Berlin – Bazaar Berlin

We agree that the **email address** and **fax number** may be passed on to other companies in the Messe Berlin group, to their official partner companies in this country and abroad, and to foreign representatives, for the purposes stated in the data protection regulations (see enclosure), and we may revoke this approval at any time. It may not be passed on to any other third parties.

→ We agree     E-Mail     Fax (please mark)

By signing this application we accept the Data Protection, the Conditions of Participation and the General Terms and Conditions for Messe Berlin Trade Fairs and Exhibitions. Place of performance and court of jurisdiction: Ber/in, Germany.

Place and date	Stamp and legally binding signature

**Processing comments to be filled in by Messe Berlin:**

Deb.-Nr.
Halle/Stand
Auftragsnummer

## Data protection

### I. Consent to the processing and disclosure of personal data for advisory, information and marketing services and for advertising



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To optimise your trade fair presence, you can make use of additional services such as e.g. special entries in the catalogue and the Virtual Market Place®, special stand construction services, catering, logistics, trade fair newsletter etc. through Messe Berlin GmbH and its subsidiaries and partner companies. To this end we would forward your data to our subsidiaries and partner companies. On grounds of data protection, this requires your consent, which we herewith request. You may withdraw your consent at any time with future effect.

- I agree that Messe Berlin GmbH may store and process my personal data and may forward this data to the affiliated and partner companies named under 5.3 in Section II, Data Protection Provisions / Information Requirements, including for the purpose of these companies offering me their own additional services such as e.g. special entries in the catalogue and the Virtual Market Place®, special stand construction services, catering, logistics, trade fair newsletter etc. I may revoke this agreement to the use of my personal data and email address collected in the context of my stand registration at any time with future effect by sending notification by email to [datenschutz@messe-berlin.de](mailto:datenschutz@messe-berlin.de).

.....  
Place and date

.....  
Stamp and legally-binding signature

- I agree that Messe Berlin GmbH may store and process my personal data and may forward this data to the international representative responsible for my country and to the partner companies named under 5.3 in Section II, Data Protection Provisions / Information Requirements, including for the purpose of these companies offering me their own additional services such as e.g. special entries in the catalogue and the Virtual Market Place®, special stand construction services, catering, logistics, trade fair newsletter etc. I may revoke this agreement to the use of my personal data and email address collected in the context of my stand registration at any time with future effect by sending notification by email to [datenschutz@messe-berlin.de](mailto:datenschutz@messe-berlin.de).

.....  
Place and date

.....  
Signature

### II. Data protection provisions / information requirements

Data protection is given high priority by Messe Berlin GmbH. We therefore attach great importance to the security of the personal data that you provided to us with your stand registration. Through the necessary technical and organisational measures, we ensure that your data will be used in accordance with statutory provisions and only for purposes agreed by contract and according to your consent.

#### The following regulations apply

##### 1. Name of the responsible entity

Messe Berlin GmbH is the entity responsible for storing and processing the data and is the service provider. Please see the masthead for further details and contact information. If you have any questions, requests or comments on data protection issues, please contact Messe Berlin GmbH's data protection officer by email.

##### 1.1 Management

Dr Christian Göke (chairman), Dirk Hoffmann

##### 1.2 Address of the responsible entity

Messe Berlin GmbH  
Messedamm 22  
D – 14055 Berlin

##### 1.3 Address of the company data protection officer

Company data protection officer  
Holger van Wanrooy  
Messe Berlin GmbH  
Messedamm 22  
D – 14055 Berlin  
Email: [datenschutz@messe-berlin.de](mailto:datenschutz@messe-berlin.de)

## 2. Use of data

We collect, use and store your personal data to establish, implement and process your contractual relationship with Messe Berlin GmbH and for market research. If you have given your express consent, we use your data to send you promotional information in relation to the contractual relationship, including information from our partner companies and contracted processors whom we will name on request.

## 3. Type of data

This includes the name of the company and the contact person, street name and house number, postal code and town/city, country, telephone number, fax number and email address. This information is necessary for your participation in the trade fair.

## 4. Your rights

As the party concerned, you may assert the following rights: the right to information on, and the deletion and correction of your personal data and the right to limit the processing of this data. If you are of the opinion that the data processing breaches data protection law, you have the right to lodge a complaint with the competent supervisory authority.

Consent to the forwarding of your personal data for promotional purposes may be revoked at any time without stating your reasons with future effect.

## 5. Legal basis for Messe Berlin GmbH's processing of personal data

The legal basis for the processing of personal data is performance of the contract with Messe Berlin GmbH (Section 28, paragraph 1 BDSG [Bundesdatenschutzgesetz, Federal Data Protection Act] / Article 6, paragraph 1(b) GDPR [EU General Data Protection Regulation]).

### 5.1 Recipients to whom the data may be forwarded without consent

In order to fulfil our contractual obligations, we forward some of your data to affiliated companies of Messe Berlin GmbH and partner companies that process personal data on our behalf. Basic services include e.g. accounting, stand construction and the basic entry in the catalogue and the Virtual Market Place.

### 5.2 Legal basis for forwarding your data for promotional purposes

The legal basis is your declaration of consent. If you have agreed that we may forward your data for promotional purposes, we may forward your data to the affiliated and partner companies named in 5.3.

### 5.3 Affiliated companies and official partner companies

Capital Catering GmbH, MB Capital Services GMBH, CSG-Team GmbH, Capital Facility GmbH, K.I.T. Group GmbH, K.I.T. Swiss AG, K.I.T. Group France S.à.r.l., K.I.T. Group GmbH Dresden, MW Messe-, Ausstellungs- und Dienstleistungsgesellschaft Wolfsburg mbH, MAZ Messe- und Ausstellungszentrum Mühlengiez GmbH, Global Produce Events GmbH, ExpoCenter Airport Berlin Brandenburg GmbH, E.G.E. European Green Exhibitions GmbH, Mobile Seasons GmbH, Visit Berlin - Berlin Tourismus & Kongress GmbH, Festival Technical Event Management GmbH

Messe Berlin (Singapore) Pte. Ltd., Berlin Exhibition (Guangzhou) Co., Ltd., MB Exhibitions (Shanghai) Co., Ltd., K.I.T. Group Greater China Association & Conference Management (Beijing) Co. Ltd, Global Produce Events (Shanghai) Co., Ltd.

The name and contact information of our international representative for your country are available on request.

## 6. Transfer of data abroad

Personal data will only be transferred to partner companies in third countries if a level of data protection exists / is guaranteed that corresponds to the legal framework of the European Union (EU) / the European Economic Area (EEA).

## 7. Storage period

As a rule, we delete your data when the contractual relationship ends and has been implemented. Deletion may, in certain circumstances, conflict with statutory requirements, in particular with regard to data held for billing and accounting purposes. In this case, the data will be deleted at the earliest opportunity.

## Conditions of participation for the “Fair Trade Market” in the framework of Bazaar Berlin 2018

### 1 The event and its organizers

The Bazaar Berlin is organized by Messe Berlin GmbH on the Berlin Exhibition Grounds. The special sector “Fair Trade Market” will be held in the framework of Bazaar Berlin. Only exhibitors with fair trade items will be allocated, if they fulfill certain criteria:

### 2 Products and selection criteria

As the Fair Trade business relies on the credibility of its partners and the reliability of the proof of its criteria we apply a special process of approval.

The decision of approval will be rendered by the AG Fair Trade Market, consisting of independent partners active in the Fair Trade sector in Germany.

They will differentiate between product related criteria 2.1 and organization related criteria 2.2 to 2.4. Furthermore there is a possibility for interested exhibitors to get an individual approval, although not (yet) fulfilling 2.1 to 2.4.

Permitted are:

2.1 Products, which are certified by the Fair Trade Labeling Organization (FLO).

2.2 Organizations being members of the “World Fair Trade Organization” (WFTO).

2.3 Organizations approved by the WLDV.

2.4 Organizations being members of the “FairBand e.V.”.

2.5 Approval of individual cases:

a) other certificates than those mentioned above

b) Self-Assessment of the interested party that their trade activities are committed to Fair Trade Standards and in the interest of the producers.

Condition for all exhibitors:

Only products that are subject to fair trade are allowed. The additional products also offered by WFTO/WLDV are not part of the Fair Trade assortment of goods.

### 3 Dates

**Nov 07–11, 2018**

**Opening hours:**  
**Wednesday to Saturday:**  
**10 a.m. to 8 p.m.**

**Sunday:**  
**10 a.m. to 7 p.m.**

**Deadline for applications:**  
**May 31, 2018**

**Commencement of construction:**  
**November 5, 2018**

**Commencement of dismantling:**  
**7 p.m. on the final day of the fair**

**Submission of construction plans:**  
**October 01, 2018**

**Ordering of furniture and equipment:** **October 01, 2018**  
**Delivery after payment only**

### 4 Exhibitors

Manufacturers, importers, exporters and wholesalers of fair trade products can participate this trade show as exhibitor.

### 5 Constructions

The exhibitors will promise to have a convenient presentation of products at their booth.

### 6 Rental charges

The rental charges on the first page include carpet, electricity outlet and consumption and a lump sum for cleaning, guarding and illuminating of the exhibition halls.

An additional charge of EUR 0.60 per m<sup>2</sup> of display space (+ value added tax) is payable in accordance with an agreement made with the Exhibition and Trade Fair Committee of German Industry (AUMA).

A charge will be made for all other items of equipment which should be ordered separately.

Exhibitors, who offer information or demonstrate the way of production at their booth live, will receive 2 m<sup>2</sup> for free.

In case of subsequent change of invoices, a fixed amount of EUR 50.00 plus VAT will be charged.

### 7 Stand size

The minimum stand size is 6 m<sup>2</sup>.

### 8 Promotion Package Services

Exhibitors will be charged EUR 189.00 for a basic listing in the electronic versions of the exhibition catalogue.

Exhibitors remain listed on the virtual market place for one year.

Company presentations in the

virtual market place include a company profile with picture, an illustrated description of up to ten products, and a link to the company's Website.

The co-exhibitor's Promotion Package free of charge includes only the mailing address as basic catalogue entry in the online catalogue.

The co-exhibitor's Upgrade Premium Package offers furthermore the publishing of all contact details, including website, and one product picture in the online catalogue, the price for the upgrade is EUR 50.00 plus VAT.

### 9 Regulations

Information of a political nature may not be displayed or distributed. Furthermore the stand design and decoration should not include any statements of a political nature.

Messe Berlin accepts no liability for the exhibits. Exhibitors must arrange adequate insurance cover for their exhibits. No animals are permitted on the exhibitions grounds. The construction and fire safety regulations of Messe Berlin must be strictly observed. Failure to comply entitles Messe Berlin to remove exhibits at the exhibitor's expense, if such items are not kept on the stand in accordance with regulations.

### 10 Parking

Exhibitors can obtain parking authorization on payment.

### 11 Exhibitors' passes

3 exhibitors' passes will be provided free of charge up to 10 m<sup>2</sup> of display space. Exhibitors will receive 1 additional pass for each additional 10 m<sup>2</sup> of space occupied. Additional passes may also be purchased from the cashier's office.

### 12 Direct Sales

Direct Sale is allowed. The sale of food for the immediate consumption has to be approved by Messe Berlin.

# General Terms of Business for Trade Fairs and Exhibitions organised by Messe Berlin GmbH

## General Regulations

1. Applications
2. Joint Exhibitors
3. Conclusion of Contract
4. Allocation of Stands
5. Exhibits
6. Payment Conditions
7. Liability, Insurance
8. Cancellation, Non-participation on the Part of the Exhibitor; Withdrawal from the Contract by Messe Berlin
9. Force Majeure
10. Workers and Exhibitors Passes
11. Photographs and Film, Video and Sound Recordings
12. Advertising
13. Official Approval, Legal Regulations, Technical Guidelines
14. Regulations for the Maintenance of Order

## Stand Construction

15. General Regulations, Deadlines
16. Stand Design

## Other Services

17. Exhibitor Service Documents
18. General Inspection, Cleaning
19. Technical Installations
20. Photography
21. Catering Services
22. Data Protection

## Concluding Regulations

### 1 Applications

#### 1.1 Stand Applications

Applications to participate in a trade fair or exhibition (event) must be made using the form marked "Application Form". This form should be completed carefully and should include a legally binding signature. The application is an irrevocable offer to enter into a contractual agreement with Messe Berlin GmbH (hereinafter "Messe Berlin"), to which the exhibitor is committed until the commencement of the event.

#### 1.2 Details of the Contract

The main sections of the contract are

- a) the Application Form,
- b) the Special Conditions of Participation,
- c) the Regulations as contained in the Exhibitor Service Documents,
- d) the General Terms of Business.

Where there is conflict between these various regulations they shall apply in the order listed above.

### 1.3 Conclusion of the Contractual Regulations

By signing the stand application the exhibitor recognises as binding the Terms of Business and Conditions of Participation, as well as the Regulations contained in the Exhibitor Service Documents. He is responsible for ensuring that those persons employed by him during the event also comply with the terms of the contract in every respect.

### 2 Joint Exhibitors

If a number of exhibitors intend to hire a stand jointly, they must name one of their number in their application who will be authorised to negotiate with Messe Berlin on their behalf.

The authorised party bears the same liability for any faults or cases of negligence on the part of those whom he is authorised to represent as he does for his own faults and negligence. The participating exhibitors are liable jointly and severally to Messe Berlin.

### 3 Conclusion of Contract

#### 3.1 Confirmation of Order

Messe Berlin will confirm its decision to accept an offer with a written confirmation of order (acceptance of the exhibitor and the exhibits for which application has been made).

#### 3.2 Restrictions on the Exhibitor and Exhibits

If relevant grounds exist, and in particular if there is insufficient space, Messe Berlin may exclude individual exhibitors from participating, and may also limit the event to specific groups of exhibitors, if this becomes necessary in order to attain the objectives of the event. This also applies to exhibits.

#### 3.3 Deviations from the Application

If Messe Berlin accepts the application for display space or for exhibits, subject to extensions, restrictions or other alterations, it is obliged to abide by this offer for a period of two weeks.

### 4 Allocation of Stands

#### 4.1 Principle

In allocating the stand Messe Berlin will take into account the subject and the way in which a particular event is subdivided, as well as the space that is available. Messe Berlin will endeavour to meet specific requirements for stand locations wherever possible.

### 4.2 Changes to Adjoining Stands

The exhibitor should accept that changes may take place in the situation on other stands at the beginning of the event, compared with the time at which initial acceptance was granted. No claims for damages by either party can be entertained.

### 4.3 Exchanging Stands or Transferring them to Third Persons

The allocated stand may not be exchanged for that of another exhibitor, nor may it be transferred either partially or completely to a third person unless agreement has been reached with Messe Berlin.

### 5 Exhibits

#### 5.1 Removal, Exchange

Only the agreed exhibits may be displayed. Furthermore they may only be removed subject to the approval of Messe Berlin. Exhibits may only be replaced by other items if written agreement has been obtained from Messe Berlin, and replacement must take place at least one hour before the official daily opening time, or one hour after the official closing time.

#### 5.2 Exclusions

Messe Berlin is entitled to demand that exhibits should be removed if these were not included in the stand hire contract, or if they subsequently prove to cause annoyance or danger, or are incompatible with the objectives of the event. In the event of non-compliance, Messe Berlin is entitled to have recourse to law in removing the exhibits at the exhibitor's expense.

#### 5.3 Direct Sales

Unless expressly permitted, no items may be sold directly. If such approval is given the exhibits must be marked with clearly legible price tickets. It is the exhibitor's responsibility to obtain the necessary approval from the trading and health authorities, and to observe these regulations. The Exhibitor Service Documents contain further details.

#### 5.4 Protection of Copyrights and Patents

It is the responsibility of the exhibitor to ensure that copyrights and other industrial patents exist for his exhibits. A six month period of protection from the beginning of an exhibition for the protection of the inventions, samples and trademarks will only become effective if the Federal Minister of Justice has published the relevant announcement in the Bundesgesetzblatt (Federal Law Gazette).

## 6 Payment Conditions

### 6.1 Date when Payment becomes Due

The stand rental, as per Confirmation of Order, is to be paid onto one of the accounts listed on the invoice. These payments must be made within the time period stated in the specific trade fair conditions of participation and be annotated with the invoice and customer number. The amounts are due for payment at the time the invoice is issued. A final invoice will be sent after the event.

### 6.2 Transfer of Claims, Offsetting Claims

Claims against Messe Berlin are not transferable. Claims may only be offset in the case of uncontested counter-claims or counter-claims which have been ruled valid.

### 6.3 Objections

Objections to invoices will only be considered if submitted to Messe Berlin in writing within 14 days following issue of the invoice.

### 6.4 Hirer's Rights of Lien

In order to secure any claims it may have, Messe Berlin shall be entitled to exercise its rights of lien as hirer, and to sell the items thus withheld as it wishes, following notification in writing. Messe Berlin is only liable for any damage to the items held in lien if such damage was caused maliciously or by gross negligence.

## 7 Liability, Insurance

7.1 Messe Berlin assumes full liability for all damages resulting from intention or gross negligence on the part of Messe Berlin, its legal representatives or managing staff.

7.2 Messe Berlin is fundamentally liable for damages caused due to gross negligence on the part of assistants employed by Messe Berlin. This liability is limited to damages that are generally associated with this type of contract.

7.3 Messe Berlin is fundamentally liable for every breach of contract with regard to major contractual obligations. Major contractual obligations are defined as those that are vital to achieving the objectives of the contract (cardinal obligations). For breaches of cardinal obligations, provided they do not fall under Section 7.1, liability is limited to damages that are generally associated with this type of contract.

7.4 The limits of liability according to Paragraphs 1 through 3 do not apply to liability for insufficient warranted quality, liability according to German product liability laws, and liability for loss of life, limb, or health.

7.5 Messe Berlin is not liable for pre-existing deficiencies associated with rented space and equipment (guarantee liability), regardless of fault.

7.6 The exhibitor is liable in accordance with legal regulations. It is recommended that exhibitors carry sufficient insurance. For further details, see the Exhibitor Service Documents.

## 8 Cancellation, Non-participation on the Part of the Exhibitor; Withdrawal from the Contract by Messe Berlin

### 8.1 Cancellation, Non-participation on the Part of the Exhibitor

The full stand rental charge shall still be payable if the exhibitor cancels or fails to take part in the event without notification of cancellation. If the exhibitor cancels and another lessee can be found for the stand, Messe Berlin retains the right to demand 25% of the invoiced stand rental charge from the original lessee to cover costs. The full stand rental must be paid when Messe Berlin rents the agreed upon stand space, although the overall area is reduced as a result of the cancellation/non-participation. The lessee retains the right to submit evidence to prove that no such costs were incurred by Messe Berlin, or that they were lower than stated. The right to assert additional claims remains unaffected.

### 8.2 Withdrawal by Messe Berlin

Messe Berlin is entitled to withdraw under the following circumstances:

- a) if the rental charge is not received in full at the latest by the date stated in the invoice for participation costs and if the exhibitor does not pay before the expiry of any extension period that may be granted;
- b) if the stand is not occupied in time, i.e. if it is not obviously occupied within 24 hours before the official opening;
- c) if the exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;
- d) if the registered exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if Messe Berlin subsequently becomes aware of any reasons which, they had been known before, would have excluded that person from participation. This applies in particular when bankrupt-

cy or insolvency proceedings have been instituted, or if the exhibitor becomes insolvent. In such circumstances exhibitors are required to inform Messe Berlin immediately.

In that cases, referred to above, Messe Berlin is entitled to claim damages. No. 8.1 may be applied accordingly.

## 9 Force Majeure

### 9.1 Cancellation of the Event

If Messe Berlin is prevented from holding the event for reasons outside its own control or that of the exhibitor, all claims to the stand rental become void. However, Messe Berlin may still invoice the exhibitor for work carried out in the latter's instructions, to cover any expenses already incurred, if the exhibitor is unable to furnish evidence that the results of this work are of no interest to him.

### 9.2 Rescheduling of the Event

If Messe Berlin is in a position to hold the event at a later date it must notify exhibitors immediately. Exhibitors are entitled to cancel their participation in the event if it is rescheduled, provided such cancellation is given within one week following receipt of this notification. In such cases claims for payment of stand rental no longer apply.

### 9.3 For Events that have Already Commenced

If Messe Berlin is obliged to shorten or cancel an event that has already begun, as a result of force majeure, exhibitors are not entitled to assert claims for repayment or for exemption from the stand rental charge.

## 10 Workers and Exhibitors Passes

### 10.1 Workers' Passes

Exhibitors will be supplied free of charge with passes for themselves and for any auxiliary staff employed during construction and dismantling. These will only be valid during construction and dismantling periods, and do not entitle the holders to enter the Exhibition Grounds during the event itself.

### 10.2 Exhibitors' Passes

Exhibitors will receive a limited number of special passes valid for the duration of the exhibition or fair, for use by themselves and their employees, and entitling them to admission free of charge. Additional details can be found in the conditions of participation.

### 10.3 Regulations Applying to Both Types of Passes

Passes are issued in the holder's name, or must be filled in correctly by the holder. They are not transferable and are only valid in conjunction with an official ID document. In cases of misuse the passes will be withdrawn without compensation. In the case of joint participation by a number of exhibitors, only the authorised exhibitor will receive the required passes. Additional passes are available, for which a charge will be made.

### 11 Photographs and Film, Video and Sound Recordings

Messe Berlin is entitled to take photographs, make drawings, or to make films or video recordings of events taking place at the fair, of structures and stands, or of exhibits, and to use these for advertising purposes or for publication in the media. No objections for whatever reason by exhibitors will be entertained. This also applies to photographs or recordings made directly by the press or television with the approval of Messe Berlin.

### 12 Advertising

#### 12.1 Scope

Advertising of all kinds is permitted but only within the stand hired by the exhibitor, on behalf of the exhibitor's own company, and only for exhibits manufactured or distributed by the exhibiting firm.

#### 12.2 Approval

Advertising by means of loudspeakers, the display of slides or films, or the inclusion of performances or shows require the written approval of Messe Berlin. Written approval must also be obtained for the use of other equipment and installations intended to enhance the impact of advertising either optically or acoustically. Advertising of a political nature is strictly prohibited.

### 13 Official Approval, Legal Regulations, Technical Guidelines

In all cases it is the responsibility of the exhibitor to obtain official approval. Exhibitors are responsible for ensuring the compliance with GEMA (performing rights) regulations, as well as with regulations pertaining to trading and industrial law, police regulations, health regulations and other legal requirements. This also applies in particular to the "Law on technical equipment" (Gerätesicherheitsgesetz). Moreover, exhibitors must observe the "Technical Guidelines" as specified in the Exhibitor Service Documents, in particular with regard to

the regulations contained therein relating to stand construction and design, and the extensive safety regulations also specified in this folder.

### 14 Regulations for the Maintenance of Order

#### 14.1 Domiciliary Rights

During the event exhibitors are subject to the domiciliary rights of Messe Berlin, which apply throughout the exhibition grounds. Exhibitors must comply with instructions given by employees of Messe Berlin, who will prove their identity by means of an appropriate identification document.

#### 14.2 Parking Spaces

Efforts will be made to meet exhibitor specific requirements regarding parking on the exhibition grounds. However no automatic rights exist to a parking space.

#### 14.3 Access to the Exhibition Grounds

Vehicles which do not have the correct authorisation or a document entitling them to park within the exhibition grounds will not be allowed access to the grounds during the event. Regulations pertaining to the delivery of goods and other items are covered by the conditions of participation.

#### 14.4 Leaving the Grounds

Exhibitors and accompanying persons must leave the halls within one hour following the official closing time each day, and all vehicles must leave the grounds by this time. Any persons wishing to leave the exhibition with packages must furnish proof that they are entitled to do so to the security staff at the exits.

#### 14.5 Miscellaneous

No animals are permitted on the exhibition grounds. Water required for use in connection with foodstuffs or for the cleaning of utensils coming into immediate contact with foodstuffs may only be obtained from taps supplying hygienic water. Water for such purposes may not be obtained from toilet facilities.

#### 14.6 Environmental Protection

Exhibitors are required to make every effort to protect the environment. In this respect they should also observe the Environmental Guidelines of Messe Berlin which are enclosed with the Exhibitor Service Documents.

### 15 General Regulations, Deadlines

#### 15.1 Deadlines

The construction and dismantling periods will be specified in the Special Conditions of Participation.

#### 15.2 Construction, Services for Exhibitors

The Exhibitor Service Documents contain a list of services available from MB Capital Services GmbH, a division of Messe Berlin, regarding planning, construction and design of standard and individual stands.

#### 15.3 Dismantling

##### a) Clearance Passes

A clearance pass must be shown before exhibits can be removed at the end of the exhibition or trade fair. Such passes will only be issued and made available to the stand occupant if the stand rental invoice has been paid in full.

##### b) Dismantling Period

Stands may not be cleared before the end of the event. Dismantling must be completed by the end of the allotted dismantling period. On expiry of this period Messe Berlin is entitled to undertake dismantling, removal of exhibits and their storage at the exhibitor's expense, or to order such arrangements to be made at the exhibitors' expense. Messe Berlin will only be liable for losses or damage to exhibits when such losses or damages are due to deliberate action or gross negligence. Messe Berlin is entitled to impose liabilities to cover any expenses thus incurred (No. 6 Item 4).

### 16 Stand Design

#### 16.1 Authorisation Certificate

Exhibitors with ground-level, single-story stands without roofs are not required to submit plans for approval, providing the stand is in compliance with all other technical guidelines. Any other type of stand, mobile stand, or special constructions require approval. Construction plans (floor plan and front view) must be submitted in duplicate to Messe Berlin for approval. Complete details can be found in the Exhibitor Service Documents.

#### 16.2 General Appearance

The exhibition stand must comply with the overall plan for the exhibition. Messe Berlin reserves the right to prohibit construction of unsuitable or inadequately designed stands.

### 16.3 Stand Equipment and Fittings during the Hours that the Event is Open

The stand must be correctly equipped and furnished, and staffed by competent personnel throughout the duration of the fair or exhibition, between the stipulated opening times.

### 16.4 Penalty Clause

If the exhibitor fails to comply with the regulations as stated above (No. 16, Item 2, 3), Messe Berlin is entitled to impose a penalty of Euro 500.00 per day if its instructions and warnings are not heeded.

## 17 Exhibitor Service Documents

The Exhibitor Service Documents contain information about the following: Technical guidelines, technical equipment standards in the halls, installations, stand constructions, design and furnishing, as well as about other services at trade fairs provided by MB Capital Services GmbH, insurance, PR work, the catalogue, room reservations and other services. The Exhibitor Service Documents also contain the necessary forms.

## 18 General inspection of the halls, surveillance, cleaning

- a) Messe Berlin carries out regular inspection of the halls, in particular for the purposes of fire prevention (e.g. keeping emergency exits clear). This does not include surveillance of individual stands. Exhibitors themselves are in charge of and responsible for the surveillance of individual stands. Messe Berlin draws attention to the fact that access may also be granted to the halls outside the hours of the event, due to other events that may be taking place (such as exhibitor evenings), or cleaning work. Moveable objects should be locked up overnight. Exhibitors may order security services from Messe Berlin. The deployment of such security services requires the prior written approval of Messe Berlin. Exhibitors are advised to take out suitable insurance cover.
- b) Messe Berlin will provide general cleaning on the grounds and in the aisles. Exhibitors are responsible for cleaning their own stands. Such cleaning work must be completed each day prior to the opening of the event.
- c) If the exhibitors do not employ their own personnel, stand cleaning and security must be arranged through the relevant company appointed by Messe Berlin.

- d) The exhibitor or his appointed stand constructor is responsible for disposing of any waste materials resulting from its work. In this respect the rules laid down in the environmental guidelines in the Exhibitor Service Documents must be observed.

## 19 Technical Installations

Regular supplies of electricity, water, gas and telephone services, along with other services in the halls, will be provided by companies authorised by Messe Berlin. Further details are contained in the conditions of participation.

## 20 Photography

The taking of photographs, films or videos on behalf of exhibitors during the daily opening hours of the event may only be carried out by photographers, film or video production companies thus authorised by Messe Berlin and in possession of the appropriate pass. Such authorisation also applies prior to and after the daily opening hours of the event. No other photographers or production companies will be permitted access to the Exhibition Grounds. Information on this matter can be obtained from the MB Capital Services GmbH.

## 21 Catering Services

Catering services are provided exclusively by Capital Catering GmbH, Messedamm 22, 14055 Berlin, Germany Telephone +49(0)30 / 3038-3914.

## 22 Data Protection

We collect, use and process your personal data for the purposes of substantiating, fulfilling and processing your contract with Messe Berlin GmbH as well as for market research. In order to fulfil our contractual obligations, it is necessary to forward some of your information to Messe Berlin subsidiaries and partner companies that process this data on our behalf.

If you have authorised us to do so, we share your information with our affiliated enterprises and official partner companies to enable them to offer you their own supplementary services or other similar services. This information is also made available to official Messe Berlin GmbH foreign representatives and partner companies located outside of Germany.

Your information is used in accordance with legal stipulations and only for the defined purposes.

Any declaration of consent you have provided to Messe Berlin GmbH can be withdrawn at any time.

## 23 Concluding Regulations

### 23.1 Changes and Amendments in Writing

Any changes to the contents of this agreement (No. 1 Item 2), and ancillary agreements, are only legally binding if they have been confirmed in writing by Messe Berlin.

### 23.2 German Law

The mutual rights and obligations deriving from this contractual arrangement and resulting from this contract are subject to the law of the Federal Republic of Germany.

### 23.3 Place of Performance and Venue

Place of fulfillment is Berlin-Charlottenburg. If the defendant is a businessman or a legal entity in the public domain, or if the defendant has no general place of jurisdiction within Germany, the place of jurisdiction is Berlin-Charlottenburg or the defendant's own place of jurisdiction.

### 23.4 Statute of Limitations

Claims by exhibitors against Messe Berlin expire after 6 months if not precluded by cogent legal regulations.

### 23.5 Redemptory Clause

If any individual provisions in these general terms of business become void, this shall not affect the validity of the other regulations. The void provision should be altered in such a way as to fulfil the intended purpose.