

Conditions of Participation Special Section



DMS EXPO
09. – 11.09.2008

1 Event organizer, event, venue, dates

DMS EXPO 2008 is organized by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

It will take place at the Koelnmesse exhibition grounds from Tuesday to Thursday, 9th to 11th September 2008.

Opening times: For exhibitors: on Tuesday, 9 September and Wednesday, 10 September from 8.00 a.m. to 7.00 p.m.; on Thursday, 11 September from 8.00 a.m. to 6 p.m.

For visitors: on Tuesday, 9 September and Wednesday, 10 September from 9.00 a.m. to 6.00 p.m.; on Thursday, 11 September from 9.00 a.m. to 5 p.m.

Stand construction and dismantling:

You may begin stand construction on Friday, 5 September 2008 at 08.00 a.m. **Dismantling** of all stands may **not start before** 5.00 p.m. on Thursday, 11 September and exhibits should be finished by **8.00 a.m.** on Saturday, 13 September.

2 Eligibility to participate

Manufacturer whose display goods are of the kind covered by the fair in question can be accepted (see enclosed list of products) and if they are produced by the exhibitor at his own manufacturing plant or are offered as parts or accessories thereof.

Admission is also open to exhibitors displaying items which, in accordance with the list of products are in keeping with the overall theme of the event and which the exhibitor has had manufactured under his own name, provided that the items in question are aimed at retailers and other marketing agents.

You can as well take part as a servicing company with your own products if your service activity is mentioned corresponding to the correct group of the list of products.

Furthermore, you are entitled to participate if you are sales agent, importer distributor or an association/institution of products mentioned in the list of products.

In any case only firms can be accepted which are entered in the commercial register resp. in the official craftsmen's list in the country of origin.

3 Commercial property rights

Koelnmesse GmbH does not want any exhibitors who, in the process of producing, disseminating, selling, owning or advertising their products, violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.

If a final court decision has determined that an exhibitor at one of Koelnmesse GmbH's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse GmbH is entitled to bar that exhibitor from the next event of this kind after the court decision is res judicata if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

4 Participation fees and other costs

As an exhibitor, the following costs will apply:

Participation fee per m² of floor area of:

229.00 EUR when applied for until 31.10.2007
239.00 EUR when applied for until 31.12.2007
249.00 EUR when applied for until 29.02.2008
259.00 EUR when applied for until 31.03.2008
264.00 EUR when applied for later than 01.04.2008

Members of the German VOI (Verband Organisations- und Informationssysteme e.V.) get a discount of 24.00 EUR per m² of floor area.

These costs cover the rental of exhibition space for the entire trade fair, including the stipulated construction and dismantling period, a specific number of exhibitor and work passes (see figure 6), the use of all the technical and service facilities in the trade halls, advice by Koelnmesse experts on the organisation, advertising and publicity work for your participation, free publicity aids for your own advertising campaign, the provision of rooms for press conferences, press contact services, participation in general PR activities for the fair and the industry. **The price does not include the provision with partition walls.**

For **two-storey exhibition stands**, the actual allotted area in the upper storey according to the technical inspection is calculated at 50 per cent of the price per m² of floor area. Koelnmesse Service GmbH offers a completely finished stand system (standard stand and customized stand construction). For a surcharge, exhibitors can rent further equipment in addition to the standard furnishings. The corresponding order forms (forms S.01 to S.11) are contained in the service package (which you receive along with the space confirmation) and can also be downloaded at <http://www.dms-expo.com>.

Energy costs

3.80 EUR per m² of the occupied stand space will be additionally charged as a proportional flat rate charge for electricity, water and compressed-air consumption etc. on your stand.

AUMA-fee

The Association of the German Trade Fair Industries (AUMA) charges you a fee of 0.60 EUR net per m² occupied from exhibitors for its work on behalf of the exhibiting industry.

The exhibition space includes all areas on which the participating company presents its products and/or services during the trade fair or exhibition. In the case of two-storey constructions, the fee will only be charged for the lower level area.

Koelnmesse has assumed responsibility for invoicing and collecting the amounts due on behalf of and for the account of AUMA.

Contribution to promotional costs

Each main exhibitor will be charged an amount of 270.00 EUR as contribution to promotional costs.

Co-exhibitor fee

As far as accommodation of other firms will be permitted on the stand (see figure V of the General Conditions of Participation), **580.00 EUR** will be charged for each co-exhibitor. This fee does not include the cost of the Media Package "Catalogue/Internet/Matchmaking" (see item 8).

VAT

All prices are net prices. The statutory VAT will be charged separately where applicable.

VAT refunds

The appropriate service (subject to a fee) is offered by Koelnmesse Service in conjunction with the G-VAT (Form M.07 in the Service Package). Alternatively, send your refund claim directly to Bundeszentralamt für Steuern, Dienststelle Schwedt, Passower Chaussee 3 b, 16303 Schwedt/Oder, Germany, Tel. +49 228 406-1200, Fax +49 228 406-2661, E-Mail: vorsteuerverguetung@steuerliches-infocenter.de, www.bzst.bund.de.

Down payment for services

Koelnmesse GmbH and Koelnmesse Service GmbH are entitled to collect an adequate down payment for the services provided at an event (e.g., electricity and water supplies, media services etc.). The amount of the down payment is based on the extent of the services the exhibitor will probably use or has used during a previous event. After the event is over, a separate invoice is generated for the services provided; the down payment is credited to this amount. Invoice amounts are payable immediately upon receipt. If the down payment exceeds the amount charged for services provided, the excess amount will be paid back to the exhibitor. Exhibitors are not entitled to have interest paid on their down payment.

Catalogue

Entry in the Media Package "Catalogue/Internet/Matchmaking" is obligatory and costs 335.00 EUR at least (see figure 7).

5 Stand sizes/shapes and construction

The minimum stand size is 12 m². Please note that possibly hall pillars and other permanent constructional features are included in the rented stand space. The rental cost is calculated on the exact dimensions of the allocated stand space. Koelnmesse GmbH will try to make the stand available according to the specifications of the exhibitor. The following definitions are applicable:

- Terrace stand: on side open
- Corner stand: two sides open
- Two corner stand: three sides open
- Island stand: four sides open

There is no standards shell scheme

If required exhibition cabin walls to mark the extent of stand space may be ordered at a fee using order form S.01 ff. from the Service Package (which you will receive from March 2008 on). Koelnmesse Service GmbH will provide you with information on other stand on request. Cabin walls will only be installed by the Trade Fair Corporation if they are made necessary by safety aspects in the laying of water or electrical installations.

The maximum height for any stand structure is 3.00 metres.

Any planned structure exceeding this height restriction must be approved in advance by Koelnmesse GmbH in writing. The stand must be constructed to comply with the dimension of the space allocated. In the direction of all stand borders with passageways, stand installation shall be carried out in a transparent manner. Any closed wall elements being more than 3 m in height and wider than 4 m on aggregate shall be positioned at a distance of at least 1 m from all borders with passageways. Wall elements will be deemed closed in the event of the minimum distance between the same being less than 1 m.

If the normal height of 3 metres is exceeded, either a distance of one metre to the neighbouring stand is to be observed or the written agreement of the neighbouring stand holder is to be obtained and submitted to Koelnmesse GmbH.

Plans for non-standard structures or designs for stands where technical calculations are required, as well as plans for technical fittings should be submitted to Koelnmesse in duplicate for perusal not later than 6 weeks prior to the beginning of the event. Where these plans must be inspected by the City of Cologne Building Supervisory Board (Bauaufsichtsamt der Stadt Köln), Koelnmesse assumes responsibility of submitting the plans at the expense of the exhibitor, and will inform the exhibitor of the results. Only after the approval of the City of Cologne Koelnmesse will finally confirm the stand construction. Any other fitting and arrangement of the stand is left to the exhibitor but should be appropriate for the event in question. The exhibitions company's name and full address must be clearly visible on each stand. Each exhibitor receives a sign with the number of the booth according to the stand confirmation. The sign has to be clearly visible during the whole duration of the fair. Detailed instruction concerning the fitting and arrangement of stands are included in the Service Package sent with the confirmation (or available at www.dms-expo.com).

6 Exhibitor passes and work passes

As an exhibitor you receive, free of charge and valid from the first day of construction to the last day of dismantling:

- Four exhibitor passes for each stand up to 20 m²
- One exhibitor pass for each additional ten m².

The passes are sent together with the invoice of your stand. If more exhibitor passes are needed for stand personnel, they can be requested from Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Deutschland by using order form A included in the Service Package.

You will also receive free passes that allow your company's personnel access to the fair grounds during the construction and dismantling periods. These passes are only valid up to the start and after the end of the event. They do not entitle the holders to enter the grounds during the event. These passes will also be sent together with the invoice for your stand. Non company stand designers require a special permit to undertake construction work in the halls.

7 Media Package "Catalogue/Internet/Matchmaking" (Forms 2.10, 2.30)

For the Media Package for DMS EXPO, Koelnmesse publishes one catalogue which include an alphabetical list of companies, a list of products, and advertisements.

The catalogue and the electronic media and functions in the Media Package provide all interested parties with indispensable lists of products and exhibitors before, during and after the event.

The DMS Matchmaking is an additional part of the Media package. It is a contact exchange that trade visitors can use to contact exhibitors via the Internet before the fair begins. They can select the product groups for which they are looking for and submit their enquiry.

For main exhibitors, co-exhibitors and additionally represented companies it is obligatory to be listed in the Media Package. A fee of 335.00 EUR is charged for the compulsory part.

If the exhibitor fails to submit Order form 2.10 before the deadline, **entries in the Media Package are based on the information given in Form 1.10 or Form 1.20 and are subject to a fee.**

Late submissions will be included in the supplement to the respective catalogue at the exhibitor's expense.

The Media Package will be produced by Koelnmesse Service GmbH. Printing of the catalogue and advertisements will be carried out by Westend Druckereibetriebe GmbH
 Westendstraße 1, 45143 Essen, Germany
 Postfach 102052, 45020 Essen, Germany
 Tel.: +49 201 1006-249, fax: +49 201 1006-172,
 e-mail: dms@westenddruck.de.

Customers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. Koelnmesse GmbH and Koelnmesse Service GmbH do not accept any liability for printing errors, incorrect placing, mistakes and other gaps or faults in printing.

8 "Infoscout" – Visitor Information System

Information about your company, as provided on Form Z.10, will be made available to interested visitors at the information stands in the halls during the trade fair. In addition, you may use Koelnmesse's "Infoscout" electronic information system to **publish vacancies for trade representatives**.

You can use Form Z.03 in the Service Package to specify this offer in terms of products, countries or regions. Exhibitors and visitors can use the "Infoscout" system **free of charge**.

9 Salvo / Final agreements

Any verbal agreements, individual permissions and exceptions outside the framework of these contract are not valid until confirmed in writing by Koelnmesse GmbH.

Should a provision of this contract prove to be wholly or partly void or should the contract have omissions, this shall not affect the validity of the remaining provisions. A provision shall take the place of the invalid provision or fill the omission that, as far as legally possible, comes closest to what the contractual parties intended or, given the sense and purpose of this contract, would have intended if they had considered the matter.

Should the invalidity of provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.