

# Conditions of Participation

as appendix to the Stand Registration



11. INTERNATIONAL FAIR  
18 – 21 OCTOBER 2007

## 1. Organizer

The 11. Venus International Fair is organized by:

**Venus Berlin GmbH**  
Internationale Fachmesse  
Stieffring 14  
D-13627 Berlin

on the Berlin Exhibition Grounds.

## 2. Dates

**Duration of the event:**

October 18-21, 2007

**Opening hours:**

Thu,	October 18	10-20 h (traders only)
Fri,	October 19,	11-22 h
Sat,	October 20,	11-22 h
Sun,	October 21,	11-19 h

For exhibitors: (subject to alteration)  
10.00 to 23.00 h

The traders centre is open for traders only.

**Start of stand erection (see also Section 8) and end of dismantling (see also Section 22):**

**Start of stand erection:**

October 16, 2007 8:00 h non-stop

**End of stand erection:**

October 17, 2007 22:00 h

**Start of dismantling:**

October 22, 2007 19:00 h

Cars and trucks from 20:00 h onward

**End of dismantling:**

October 22, 2007 24:00 h

Subject to minor alterations – please remember to check any later information!

## 3. Eligibility to participate, Admission

The fair is open for participation to manufacturers, publishers, wholesalers, retailers, importers, exporters as well as artists and designers (the product index which is part of the Conditions of Participation, provides information on the products admitted to the fair). The Fair Management decides on admission; admission can be refused without stating reasons and without allowing claims for compensation. There is no right to admission. In the event of admission, a written confirmation is issued. This confirmation of admission only applies to the exhibitors and registered exhibits named in it. A full or even partial transfer to others of the confirmed rights and duties is not permitted. Special agreements are only valid if they are confirmed in writing by the Fair Management. Space allocation and the calculation of stand sizes is performed by the Fair Management in accordance with criteria determined by the topic of the fair and spaces available, whereby special requests are taken into account where possible. The date of receipt of the official registration has no influence in this respect.

**The exchanging of space without the consent of the Fair Management is not permitted.**

Every exhibitor is obliged to inform himself on the position, exact dimensions as well as any fixtures etc. of the stand assigned to him. Should the Fair Management wish to make any changes in the area of already allocated stand spaces (e.g. structural changes, installation of wiring, plumbing, etc.), then it shall inform the exhibitor affected thereby in writing in good time. It may be necessary to relocate the space for compelling, material reasons. In this event, a space which is as close to equivalent as possible will be allocated. Where several

companies jointly rent a stand, they are jointly and severally liable and are to nominate a common exhibition representative in the registration.

## 4. Special conditions

**Hard pornography within the meaning of Section 184 Para. 3 of the StGB (Strafgesetzbuch - Penal Code)** may not be exhibited. Similarly not permitted are the distribution, exhibiting, attaching, presentation or otherwise making accessible or supplying, carrying in stock, offering, announcement or promotion of pornographic texts, sound or picture media, illustrations and other representations which have as their subject violence, the sexual abuse of children or sexual acts of people with animals. In the event of contravention, the criminal investigation department of the police will be informed and the offence reported.

As regards the performance of **simulated sex acts** it must be ensured that the genitals of the respective performers are clothed. Outside the stand, the exhibitor is responsible for ensuring that persons under contract to him/her are clothed in such a way that their genitals are not visible.

**Illustrations of sexual limits**, e.g. "NS" and "Caviar", may not be exhibited towards the public areas.

**Non-compliance with the above entitles the Organiser to close the stand concerned and claim damages.**

## 5. Registration

The registration can only be undertaken on the form **"Stand Registration"** whose detailed completion by typewriter is requested. The sending or handing out of the registration form does not establish a right to subsequent admission to the fair. Closing date is August 15, 2007. Registrations received after the closing date can only be considered in accordance with spaces still available. The registration is binding. In the event of withdrawal after the closing date for registration, the person registering is to pay the amounts named in Section 7. For the purposes of automatic processing of the registration, the details are stored and if necessary passed on to third parties for the purposes of completing the contract.

## 6. Charges for participation

As stand rental per square metre of hall area (rounded up to full m<sup>2</sup> and EURO), the following **stand charges** apply:

Restricted Area	168,00 €
Exhibition Area	128,00 €
Show Area	49,00 €
Messe-Business-Hall	128,00 €
<b>Additional Prices</b>	
Corner stand	plus 10% charge
Head stand	plus 15% charge
Block stand	plus 20% charge

There is an additional **energy cost charge** of € 5.50 per m<sup>2</sup> of rented area for community energy. Shopping boxes and license boxes have their own calculation.

There is also a **waste disposal charge** of € 3,00 per m<sup>2</sup>, which will be invoiced directly by

The statutory value added tax will be added to all prices. 50% of the total amount due including all known service charges is payable on acceptance of the application for participation, and the remaining 50 % is payable by sixty days before the start of the Fair. If the down payment of 50% will not be booked on the account of the Venus Berlin GmbH within 14 days after date of invoice, the stand registration will be cancelled.

**Additional costs** for registration after August 15, until September 15, 2007 are 10% of the stand fee, for registration after September 15, 2007 up to the beginning of the fair 20% of the stand fee. If the stand is registered and paid until May 31, 2007 Venus Berlin GmbH grants a **discount** of 5%. All the above prices are net and neither include the flat-rate energy charge nor statutory Value Added Tax.

## 7. Changes, withdrawals, exclusion

Unforeseen events for which the Organiser is not responsible give it the right to:

- cancel the fair; in this case, no stand rental is charged,
- to change the date of the fair; exhibitors who for compelling reasons cannot take advantage of the new date are given the right to withdraw within one week of notification of the change of date,
- to shorten the duration of the fair; the concluded contract continues, a reduction of the stand rental does not arise.
- should the already commenced fair be called off as a result of an act of God, then the Fair Management is not obliged to refund rental payments or parts of these.

If an exhibitor withdraws from the contract without submitting a legal reason for withdrawal or does not participate in the event, then the following regulation shall apply: even if it proves possible to rent the stand elsewhere, the Fair Management shall be entitled to claim from the original tenant as follows: 100% of the rental price in the event of cancellation 4-0 weeks before exhibition commencement, 75% in the event of cancellation 8-4 weeks before exhibition commencement and otherwise 50%.

Section 8 of the General Standard Terms and Conditions for trade fairs and exhibitions applies accordingly. Costs already occasioned by the exhibitor shall be reimbursed to the Fair Management.

The Fair Management has the right

- to revoke the granted admission if the conditions for their granting were wholly or partially not met at the time of application or later cease to be met,
- to exclude from the fair without notice companies which exhibit objects other than those stated in the product index, in particular **hard pornography within the meaning of Section 184 Para. 3 StGB (German Penal Code)**. The right to the full stand rental continues.

to demand at any time that objects be removed which are forbidden under Section 184 Para. 3 StGB (German Penal Code) or are demonstrated to be unsuitable – in particular representing a danger or annoyance to exhibitors or exhibition visitors as well as unsuitable for positive media reporting. If this demand is not met, the object or objects will then be removed at the cost of the exhibitor.

**Claims by the exhibitor concerned for compensation are excluded in all cases.**

## 8. Stand erection and furnishing

The times for stand erection are specified in Section 2 in the above. The taking up and completion of stands must be concluded by no later than 22:00 o'clock on the day before the fair's opening. All packaging materials must be removed by 18:00 o'clock on the same day and will otherwise be removed by the Fair Management at the cost of the exhibitor.

Exhibitors who have not taken up their stand by 10:00 o'clock on the day the fair's opening lose their right to the stand. The Fair Management may dispose of this space elsewhere; the defaulting renter remains liable for the rent.

No stand may be cleared away before the end of the fair. During the fair, exhibits may neither be concealed nor removed without the consent of the Fair Management. The demarcation of stand areas is undertaken by the Fair Management. Back walls and partitions 2.50 m in height without surface treatment are set up **if requested** and invoiced separately. The walls consist of a framework covered with hardboard, approximately 45 mm thick. They are used several times and can be wallpapered or painted. The removal of damage to walls, flooring, cables, etc. is the responsibility of the exhibitor. The erection of the stands is left to the exhibiting companies. The exhibition stand must however conform to the appearance of the hall.

**Closing the stand off from the public area is not permitted. Stands must ensure an open customer approach in their design and presentation of exhibits. The basic rules as specified in Paragraph 14 (see below) are to be followed in this respect so that end-consumers do**

not have access to merchandise which is price-marked for trade visitors. Proper partitioning of business and public zones of the stand is to be ensured to this end. The exhibitors are obliged to make sure of appropriate furnishing of their stand. Construction and furnishing of stands are subject to the written consent of the Fair Management; the Fair Management reserves the right to reject defective work or change or remove non-approved fittings and similar at the cost of the exhibitor. (Exhibitors are expressly referred to the technical guidelines in the Exhibitor Service Folder which is sent to exhibitors with the confirmation of admission).

Stand lighting and spotlighting may neither annoy the visitor nor detract from the adjacent stands. Exhibitors shall ensure sufficient illumination of their stands since the hall lighting itself will be dimmed or turned off. Exhibitors can on request be informed on companies which are able to perform all the necessary services (organisation, stand design, press and advertising, personnel recruitment, interpreting, etc.).

During the opening hours of the fair, a representative of the exhibitor must be present on the exhibition stand. During this time, the exhibits must be visibly exhibited. We would like to point out that because of existing laws in Germany the police, duty and immigration office will repeatedly control the employees. Thereby the illegal activity shall be precluding.

A plan drawing of the exhibition stand in duplicate must be submitted to the Fair Management no later than **8 weeks before the fair's opening**. Only after written approval of the submitted drawings can the proposed stand construction be undertaken.

#### 9. Technical guidelines

Together with the stand confirmation, the exhibitors are sent the "Technical Guidelines" which explain the statutory building and fire regulations as well as the regulations of **Messe Berlin**. These guidelines form is a constituent part of the Conditions of Participation.

#### 10. Installations

The Fair Management will take care of the general lighting of the halls. The installation of telephone, electricity, gas, water and other supplies for the individual space is undertaken and invoiced separately after being ordered directly through the Expo Messe Service Berlin GmbH. Application forms with detailed conditions are sent to the exhibitor with the confirmation of admission. The electrical installations within the stands can also be undertaken by the exhibitor's in-house electricians. In this case, the installation must be checked by a licensed electrician. The Fair Management accepts no liability for loss and damage arising through faults in the electricity supply.

#### 11. Security for stands, cleaning and waste disposal

**Security for stands.** The overall hall supervision where this serves exhibition purposes, is performed by the Fair Management two days before opening and one day after closing of the fair. Until the hall supervision begins, exhibitors are recommended with the utmost urgency to organise their stand supervision themselves. It is recommended with the utmost urgency that exhibitors order their own stand security personnel. The use of security personnel for supervising the stands during the night-time is only permissible with the prior written consent of the Fair Management (the ordering of stand security personnel using the order form in the Exhibitor Service Folder is excluded from this).

**Cleaning.** The fine cleaning of the aisles is the responsibility of Fair Management. The fine cleaning of the exhibition stands is the responsibility of exhibitors themselves. Should an exhibitor wish to outsource the cleaning of a stand, this shall be done through the officially contracted company

MB Capital Services GmbH  
Thuringer Allee 12  
D-14052 Berlin  
Phone: +49-(0)30 – 3038-1462  
Fax: +49-(0)30 – 30308-1460

**Waste disposal.** The exhibitor shall bear the cost of all waste disposal. This includes the punctual removal of waste matter arising from the construction and dismantling of the exhibition stand. Any waste remaining after the Fair will be disposed of at the exhibitor's expense. The exhibitor has a duty to environmental friendliness. The Exhibitor's Service Folder contains the guidelines.

#### 12. The showing of picture and sound presentations as well as live events

**All showings of picture and sound presentations as well as live events shall require the express permission of the Organiser.** Exhibitors shall ensure that all presentations effected on their stands are not contrary to the spirit and purpose of the fair in respect of achieving a positive public relations effect in the sense of Section 4. **In the case of all such events it must be ensured that the audience can be accommodated on the stand area so as to avoid any detrimental effects on other exhibitors.** The sound volume of presentations during the fair must be such that adjacent exhibitors are not disturbed by them. Under no circumstances may it exceed 75 dB (A) at the boundary of the stand.

Such shows may only be held at those times determined by the Organiser in order to ensure practical coordination with the shows of other exhibitors.

In the event that the stand is not large enough, the exhibitor may, subject to prior agreement with the Organiser, place such presentations on the show stage. The Organiser expressly reserves the right to issue such approval. The exhibitor shall not have any rights to placing at specific times. Written notification of shows and performances shall be submitted no later than 4 weeks before the fair's opening. To enable assessment, it is essential that appropriate documentation on the form and content of such shows and performances is submitted. Such documentation may be in the form of a video cassette or relevant picture material accompanied by production instructions. All material to be used for promotional purposes shall be submitted to the Organiser no later than 2 weeks before the fair's opening. No guarantee that such material may be used can otherwise be given.

#### 13. GEMA/GÜFA fees (societies responsible for administering music performing rights and mechanical copyright)

The public presentation/reproduction of music protected by copyright by means of records, video disks, cassettes, audio tapes, video tapes or other sound or picture media as well as music presentations require the approval of GEMA and/or GÜFA. Applications are to be submitted to

**GEMA**  
Bezirksdirektion Berlin  
Keithstr.7  
D-10787 Berlin  
Phone: +49-(0)30-21292-0  
Fax: +49-(0)30-212 92-795

**GÜFA**  
Vautierstr.72  
D-40235 Düsseldorf  
Phone: +49-(0)211-914190  
FAX: +49-(0)211-6798887

#### 14. Sales - Advertising

The acceptance of orders from retailers is subject to no restrictions or duties of any kind. **Direct selling and delivery at the fair are also permitted with the prior agreement of the Organiser. In such cases, it is essential that price-marked goods are kept out of view of end-consumers.** This shall be ensured by proper partitioning of public and business zones on the stand. It shall also be ensured that end-consumers are not given the opportunity to be present at sales discussions from which contractual and trade-internal details might emerge. Should this not be possible due to lack of space or other

reasons, the use of the restricted area "Traders' Centre" is recommended, to which zone structural and organisational measures on the part of the Organiser ensure that end-consumers do not have access. The distribution of advertising material on the stand is only permitted for the exhibitor's own company and only for the products exhibited by it. The undertaking of advertising for other companies is not permitted; in particular any advertising for customers of the producer is also forbidden. The putting up or distribution of printed advertising material or samples outside the rented stand as well as the inscribing of the hall walls is not permitted. This also applies respectively to the distribution of drink cups or cans, gas-filled balloons or similar printed with advertising; company advertising within the grounds (excepting on the stand itself) and in the immediate neighbourhood of this is not permitted. Advertising put up in contravention of this will be removed by the Fair Management at the cost of the exhibitor. Exhibitors are also liable for contravention by their co-exhibitors or companies additionally represented on the stand. The Fair Management also has the right to stop or remove announcements whose content in its view violates statutory regulations as well as advertising put up or carried out without authorisation without the exhibitor being given a hearing and without appeal to legal redress. The costs of this will be borne by the exhibitor at fault. The decision of the Fair Management is final. The outer inscription of the exhibition stand may consist only of the company name, company logo or company emblem of the producer. No advertising, even for third parties, is permitted within a defined restricted area - the catchments area of the grounds owned by Messe Berlin.

#### 15. Industrial property rights

The protection of copyrights on exhibits is the responsibility of the individual exhibitor. The Fair Management expects from the exhibitors that the industrial property rights of other exhibitors will be safeguarded. It reserves the right in the event of infringement to act within the bounds of the house rules and refuse admission for future events. This condition does not establish an obligation of the Fair Management to take action against infringement of protective rights. Liability claims against the Fair Management cannot under any circumstances be asserted.

#### Photography, filming and drawing

Photography, filming and drawing for commercial purposes is only permitted with the approval of the Fair Management.

Except for photographers admitted by the Fair Management and provided with a corresponding pass, only in-house photographers of the exhibiting company can obtain approval for stand photographs. Corresponding applications - also for work at night-time - are to be sent to the Fair Management by one week before the start of the exhibition at the latest. Photographers are only allowed to step onto adjacent stands with the agreement of the inhabitants. Press photographers with a corresponding pass require no special approval from the Fair Management during exhibition opening hours. The Fair Management has the right to have produced photographs, drawings and film recordings of exhibition stands or exhibits and fair stands, and to use them for its publications. The exhibitor forgoes all objections arising from copyright.

#### 17. Transport to and from the stand, clearing away

The exhibitor undertakes the transport of exhibits to and from the stand as well as clearing away at his own cost and risk. In the interests of the orderly handling of the work, the use of haulage companies is recommended. The Fair Management has the right to hold back and to use as security exhibits of the exhibitor which could serve to cover the outstanding costs if the outstanding amount is not settled within two weeks of the end of the fair. The proceeds will be credited against the outstanding amount. Please read the "Guidelines for transport to and from the grounds and entry by car into the grounds" contained in

the Exhibitor Service Folder. **The following rule shall apply to vehicles with a parking permit:** Lorries and trucks with a parking permit (up to 7,49 t = € 200.-; 7,5 t and more= € 307.- plus Value Added Tax) may be driven onto the exhibition grounds during the entire erection and dismantling periods as well during the fair's daily opening hours. Cars with a parking permit (€ 65.- plus Value Added Tax) may be driven onto the exhibition grounds only during the fair's daily opening hours. **Vehicles without parking permits shall be subject to the following rule:** Lorries, trucks and cars without parking permits (Cars with parking permits during the erection and dismantling periods !) may only be driven onto the exhibition grounds during the erection and dismantling periods on payment of a **deposit of € 100,-** and must leave the exhibition grounds no later than two hours (cars), three hours (trucks up to 7,49t) or five hours (trucks 7,5t and more) after their entry. **During the daily opening hours,** lorries, trucks and cars may only drive onto the exhibition grounds between 7-10 h and between 19-20 h, res. 22-23 h subject to payment of a deposit of € 100,-. Deposits will not be returned in the event that vehicles do not leave the exhibition grounds by the specified times.

#### 18. Exhibitor passes, opening hours

The exhibitors and persons employed by them at the fair are entitled to free-of-charge exhibitor passes valid for the duration of the fair as follows: **1 pass for every commenced 8 m².** Exhibitor passes required in addition can be obtained from Venus Berlin GmbH on payment of € 63,03 (plus statutory turnover tax). Exhibitor passes are valid only for the persons in whose name they are issued and are only valid in conjunction with an official pass provided with a passport photograph. In the event of misuse, the exhibitor pass will be confiscated and no replacement pass will be supplied. The exhibiting company in whose name the pass is issued is liable for any improper use by its employees. Exhibitor passes should be requested by the exhibiting company **in an order** from Venus Berlin GmbH. The official opening hours are mentioned above. Holders of exhibitor passes can pass through the gates 2 hours before the opening of the fair; the exhibitor and his staff must leave the stands one hour after the closing of the fair at the latest. In the stand area, the conducting of dealer presentations, press conferences or similar events outside the official opening hours – i.e. after 19:00h, 20.00h or 22.00h – is only permitted if the event has been notified to the Fair Management and received its written approval. Costs arising due to the security arrangements (e.g. stewards, etc.) are borne by the exhibitor.

#### 19. Liability, insurance, accident protection

The Fair Management accepts no personal or property liability whatsoever in relation to the exhibitor and those commissioned by him or acting for him. This applies in particular to loss or damage to goods brought in by the exhibitors including the stand equipment, no matter whether it arises before, during or after the fair. The exhibitor is liable for harm to persons or damage to property caused by him, those commissioned by him or acting for him or through his exhibits. **Exhibitors are recommended with the utmost urgency to take out an exhibition insurance.**

#### 20. Assertion of claims

All arrangements affecting the fair require the written agreement or written confirmation of the Fair Management. Any claims are to be asserted with the Fair Management by four weeks after the close of the fair at the latest. Claims raised later will be regarded as unenforceable; the claim to the full stand rental remains unaffected.

#### 21. Terms of payment

The due date for the stand rental is to be found on the stand rental invoice/confirmation of admission. **Please quote the invoice number and customer number.** If more space is later requested and allocated than registered, the additional amount is to be paid immediately on receipt of invoice.

The Fair Management has the right, but is not obliged, to dispose of the rented space elsewhere according to its own judgement if the stand rental is not received or is only partially received by the specified day of payment. The renter is liable in all cases for his rent even if, in order to fill the gap, another exhibitor is relocated to the free space or the stand is filled in another way and the rental price is not to be obtained from the new user. Even if it proves possible to re-rent the stand elsewhere, the Fair Management has the right to claim from the original renter as follows: 100% of the rental price in the event of cancellation 0-4 weeks before the fair's opening, 75% in the event of cancellation from 4-8 weeks before the fair's opening and 50% in other cases.

#### 22. Stand dismantling / Deposit

On the last day of the fair (21.10.2007) it is not allowed to begin with the stand dismantling before 19 h. The exhibitor is committed to pay together with the stand fee a deposit of 10,-€ per m² (min. € 100,-) to Venus Berlin GmbH. This deposit will be refunded only if the exhibitor does not packing his items or dismantling his stand before the end of the fair the last day. Venus Berlin GmbH will register not permitted dismantling and by repetition it will come to elimination for every show Venus.

On expiry of the dismantling time, Venus Berlin GmbH has the right, at the cost of the exhibitor, to undertake or have undertaken the dismantling and transporting away and placing in store of exhibition goods. Venus Berlin GmbH accepts no liability for loss or damage to the exhibition goods – except in the event of intent or gross negligence. Venus Berlin GmbH is entitled to a right of lien for the costs arising. The liability of the exhibitor to Venus Berlin GmbH extends to handover of the well-swept stand at the specified time, no matter whether he or a third party has undertaken to perform dismantling.

#### 23. Place of jurisdiction

The place of fulfilment and jurisdiction for all mutual obligations is Berlin.

#### 24. Remarks

By completing the application, the renter, his employees or his agents accept the Conditions of Participation, the local police regulations and, in particular, fire regulations, trading and other statutory regulations as well as the regulations of Venus Berlin GmbH. The Fair Management exercises in the exhibition halls the house and site rules. In the event of contravention of the specified conditions and regulations, it has the right to declare exclusion from the fair without notice. If the renter or his agents do not obey the request of the Fair Management, it can, at the cost of the renter, have the stand cleared away by agents and, if necessary, the exhibition goods placed in store without accepting liability for the goods or damage to these. **These Conditions of Participation are supplemented by the following General Standard Terms and Conditions for fairs and exhibitions of Venus Berlin GmbH, which exhibitors are also to note and abide by.**

## General Standard Terms and Conditions

### General rules

Registration  
Joint exhibitors  
Conclusion of contract  
Stand allocation  
Exhibits  
Terms of payment  
Liability, Insurance  
Withdrawal from the contract  
Acts of God  
Work and exhibitor passes  
Picture and sound recordings  
Advertising  
Official permits, statutory regulations, Technical guidelines  
General regulations

### Stand construction

General rules, deadlines  
Stand design

### Other services

Exhibitor Service Folder  
Security for stands, cleaning  
Technical installations  
Photography  
Catering  
Final provisions

### 1. Registration

#### 1.1. Stand registration

Registration for a trade fair or exhibition (event) is effected by means of the form "Stand Registration". The form is to be carefully completed and signed in acceptance of the binding conditions. The registration constitutes an irrevocable offer to Venus Berlin GmbH and the exhibitor is bound to it until the beginning of the event.

#### 1.2. Terms and conditions of the contract

Essential components of the contract are

- the registration form,
- the Conditions of Participation,
- the regulations contained in the Exhibitor Service Folder (forwarded on acceptance of the application),
- the General Standard Terms and Conditions.

In the case of incongruity, the regulations apply in the order of precedence shown above.

#### 1.3. Embracing of contract conditions

With the signing of the stand registration, the exhibitor accepts as binding the terms and conditions of the contract and conditions of participation as well as the regulations contained in the Exhibitor Service Folder. He is also to be responsible for ensuring that persons employed by him at the event abide by the entire contract.

### 2. Joint exhibitors

Should several exhibitors wish to jointly rent a stand, they must nominate an exhibition representative authorised by them, with whom alone Venus Berlin GmbH will negotiate. A fee of € 256.- is charged for each co-exhibitor. The

nominee is liable for a default of his appointees as he is for a default of his own. The participating exhibitors are jointly and severally liable to Venus Berlin GmbH.

### 3. Conclusion of contract

#### 3.1. Confirmation of participation

Venus Berlin GmbH will decide on acceptance of the offer by written confirmation of participation (admittance of the exhibitor and registered exhibits).

#### 3.2. Limitation of the exhibitor and exhibits

Venus Berlin GmbH may for materially justified reasons, in particular if the space available is not sufficient, exclude individual exhibitors from participation as well as limit the event to certain exhibitor groups should this be necessary to achieve the purpose of the event. The same applies to exhibits.

#### 3.3. Deviation from the registration

If Venus Berlin GmbH accepts the registration of the exhibition space or exhibits with extensions, limitations or other changes, it is bound to the amended offer for 2 weeks.

### 4. Stand allocation

#### 4.1. Principle

Venus Berlin GmbH allocates the stand taking into account the topic and structure of the event in question as well as existing space conditions. Where possible, stand requests are taken into account.

#### 4.2. Change of adjacent stands

The exhibitor must accept that the position of other stands at the start of the event may have changed in comparison with the time of admittance. Claims for compensation are precluded on both sides.

#### 4.3. Exchange, transfer to third parties

Exchange of the allocated stand with another exhibitor as well as partial or full transfer of the stand to third parties is not permitted without corresponding agreement with Venus Berlin GmbH.

### 5. Exhibits

#### 5.1. Removal, replacement

Only the agreed exhibits may be exhibited. Hard pornography within the meaning of Section 184 Para. 3 StGB (German Penal Code), may not be exhibited. Admitted exhibits may be removed from their position only in agreement with Venus Berlin GmbH. An exhibit may only be replaced with the written agreement of Venus Berlin GmbH and this one hour before the start and one hour after the end of the daily opening hours.

#### 5.2. Exclusion

Messe Berlin may demand that exhibits be removed which were not included in the stand rental agreement or which could be demonstrated to be forbidden, or representing an annoyance or danger or which are not compatible with the purpose of the event. If the demand is not met, Venus Berlin GmbH will remove the exhibits without redress in law at the cost of the exhibitor.

#### 5.3. Direct selling

Direct selling is not permitted unless expressly authorised.

In this respect we expressly draw attention to Section 14 of the General Conditions of Participation. The exhibitor must in particular obtain and abide by the permits of the trading and health authorities. Details are to be found in the Exhibitor Service Folder.

#### 5.4. Industrial property law

Copyright and other industrial property rights on the exhibition goods are to be secured by the exhibitor. A six-month protection for patterns (utility models and registered designs) and trade marks from the start of a trade fair only arises if the Federal Minister for Justice has published an appropriate notice in the Federal Gazette for a certain trade fair.

### 6. Terms of payment

#### 6.1. Due dates for payment

The stand rental and the deposit as notified in the confirmation of admittance/stand rental invoice is to be paid by the dates stated on the invoice/s into one of the accounts of Venus Berlin GmbH stated on the invoice/s giving the customer and invoice numbers. All incidental charges not to be calculated in advance will be invoiced directly after the end of the event. The amounts become due at the invoice date.

#### 6.2. Assignment, offset

The assignment of claims against Venus Berlin GmbH is precluded. It is only permissible to offset claims with undisputed or legally established counterclaims.

#### 6.3. Objections to invoices

Objections concerning invoices can only be considered if they are made in writing to Venus Berlin GmbH within 14 days of invoicing.

#### 6.4. Landlord's warrant

To secure outstanding debts, Venus Berlin GmbH reserves the right to exercise the landlord's warrant and to sell the pledged property by private contract after written notification. Messe Berlin is only liable for damage to the pledged property in case of intent or gross negligence.

### 7. Liability, Insurance

The liability without fault of Venus Berlin GmbH for initial defects to the rented property (guarantee) is excluded. Venus Berlin GmbH is liable without limit for intent or gross negligence as well as for culpable violation of material contractual obligations. In any other case, the liability of Venus Berlin GmbH for damages which arise as a result of slight negligence on the part of Venus Berlin GmbH or its sub-agents or vicarious agents is excluded. The exhibitor is liable under standard rules. It is recommended to take out an exhibitor insurance. Details can be found in the Exhibitor Service Folder.

### 8. Withdrawal from the contract

#### 8.1. Withdrawal by the exhibitor

The stand rental continues to be payable in full if the exhibitor withdraws from the contract without submitting a legal reason for withdrawal or does not participate in the event. We expressly draw attention to Section 22 of the Conditions of Participation. The right to assert further claims is reserved.

#### 8.2. Withdrawal by Venus Berlin GmbH

Venus Berlin GmbH has the right to withdraw in the event of

- late payment of the stand rental: full payment of the rental has not been received at the time stated in the invoice(s) and the exhibitor still does not pay after an extension of time granted to him;
- non-occupancy of the stand: the stand is not recognisably occupied in good time, i.e. by 24 hours before the official opening at the latest;
- violation of house rules: the exhibitor has violated the house rules and not adjusted his behaviour even after a warning;
- reasons in the person of the exhibitor: the conditions for granting of admittance in the person of the registered exhibitor no longer exist or reasons subsequently become known to Venus Berlin GmbH whose discovery in good time would have justified non-admittance. This applies in particular in the event of the institution of bankruptcy or composition proceedings, the onset of the exhibitor's inability to pay as well as being suspected of or sentenced due to the distribution of hard pornography in the meaning of Section 184 Para. 3 StGB (German Penal Code). The exhibitor is

to inform Venus Berlin GmbH immediately of the onset of such events. Venus Berlin GmbH may in the above cases assert claims for compensation. Section 8.1 will apply accordingly.

## **9. Acts of God**

### **9.1. Exhibitor**

If the exhibitor cannot participate due to circumstances for which neither he nor Venus Berlin GmbH are responsible and which have their cause in the sphere of the exhibitor, the stand rental shall be reduced by half. Section 8.1 will be applied accordingly.

### **9.2. Cancellation of the event**

If Venus Berlin GmbH cannot hold the event due to a circumstance for which neither he nor the exhibitor are responsible or which was not foreseeable when planning the event, the claim for the stand rental is no longer applicable. Venus Berlin GmbH may, however, charge for costs incurred for work it is entrusted by the exhibitor if the exhibitor does not prove that the result of the work is not in his interest.

### **9.3. Recovery of the event**

Should Venus Berlin GmbH be in a position to carry out the event at a later date, it is to inform the exhibitor of this without delay. The exhibitors have the right to refuse their participation at the altered date within a week of receipt of this notification. In such case, the claim to the stand rental is no longer applicable.

### **9.4. Already commenced event**

If Venus Berlin GmbH has to shorten or call off an already commenced event due to the onset of an act of God, the exhibitor has no claim on refund or reduction of the stand rental.

## **10. Work and exhibitor passes**

### **10.1. Exhibitor passes**

For the duration of the exhibition or trade fair, exhibitors receive for themselves and the persons employed by them a limited number of exhibitor passes which entitle the holder to free entry. Further details are specified by the Conditions of Participation. For the duration of set up and dismantling stands the exhibitor will get construction passes for the staff.

### **10.2. Common conditions**

The passes are issued in name or are to be completed fully and correctly by the holder and thereupon signed in his own hand. They are not transferable and only valid in conjunction with an official pass. In the event of misuse, the pass will be withdrawn and not replaced. In the case of a joint participation, only the nominated exhibitor will receive the necessary passes. Additionally required passes can be obtained at a charge.

## **11. Picture and sound recordings**

Venus Berlin GmbH shall have the right to have produced photographs, drawings and film and video recordings of the happenings at the exhibition and to use them for advertising or press releases without the exhibitor being able to raise objections against this for whatever reasons. The same applies to recordings produced directly by the press or television with the consent of Venus Berlin GmbH.

### **11.1 Press**

Representatives of the press will be accredited by Venus Berlin GmbH in the run-up to the Fair. There is no entitlement to accreditation.

All reports, photographs, and sound or film documentation produced by the press shall be presented to Venus Berlin GmbH after publication. By accepting accreditation, the accredited person also agrees to the commercial use of the material. Any legal claim on the part of the originator expires on accreditation.

## **12. Advertising**

### **12.1. Scope**

Advertising of all kinds is only permitted within the stand rented by the exhibitor for the exhibitor's own company and only for the exhibits manufactured or marketed by it.

### **12.2. Approval requirement**

Loudspeaker advertising, slide or film presentations as well as show events require the written agreement of Venus Berlin GmbH. The same applies to the use of other machines and installations through which an increased advertising effect is to be achieved by visual or acoustic means. Political advertising is not permitted as a matter of principle.

## **13. Official permits, statutory regulations, technical guidelines**

As a matter of principle, the exhibitor is to apply for official approvals. He is responsible for ensuring that GEMA/GÜFA (societies responsible for administering music performing rights and mechanical copyright) regulations as well as trading, public health and other statutory regulations are observed, and in particular the "law on technical equipment". He is also to observe the "Technical Guidelines" in the Exhibitor Service Folder which, in particular, contain provisions on stand construction and design as well as comprehensive safety regulations.

## **14. General regulations**

### **14.1. House rules**

During the event, the exhibitor is subject to the house rules of Venus Berlin GmbH and Messe Berlin on the full extent of the grounds. The instructions of those employed by them, who are authorised by an official pass, are to be obeyed.

### **14.2. Parking spaces**

Requests by the exhibitor for parking space on the exhibition grounds will be considered where possible. There exists no right to a parking space.

**14.3. Access to the exhibition grounds** During the event, vehicles which have not been issued a permit or parking voucher for the inner grounds do not have the right to enter the inner grounds. Rules on the delivery of goods and similar are included in the Conditions of Participation.

**14.4. Leaving of the exhibition grounds** Exhibitors and accompanying persons shall vacate the halls and remove their vehicles from the exhibition grounds within one hour of the daily closing time for visitors. Persons who wish to leave the fair with packages must demonstrate to the exit supervision that they are authorised to do this.

### **14.5. Miscellaneous**

No animals of any kind may be brought onto the exhibition grounds. Water which is to be used for the treatment of foodstuffs and for the cleaning of articles of daily use which come into direct contact with foodstuffs may only be drawn from hygienic tap sources. The drawing of such water from toilet facilities is prohibited.

### **14.6. Environmental protection**

Exhibitors are obliged to act with conservation of the environment in mind. In this regard, they are also to observe the environmental guidelines of Messe Berlin as contained in the Exhibitor Service Folder.

## **15. General rules, deadlines**

### **15.1. Deadlines**

The times for the erection and dismantling of stands are defined by the special Conditions of Participation.

### **15.2. Stand erection, exhibitor service**

The Exhibitor's Service Folder contains a number of complete offers for planning, constructing and designing both system and individual stands.

## **15.3. Dismantling of stands**

Stands may not be dismantled until after the end of the event. The dismantling time (end of dismantling) is to be strictly adhered to. On expiry of the dismantling time, Venus Berlin GmbH has the right, at the cost of the exhibitor, to undertake or have undertaken the dismantling and transporting away and placing in store of exhibition goods. In such cases, Venus Berlin GmbH accepts no liability for loss or damage to such exhibition goods except in the case of intent or gross negligence and shall be entitled to a right of lien for incurred costs (Section 6.4).

## **16. Stand design**

**Note of approval** In accordance with the provisions in the special Conditions of Participation, stand construction plans (ground-plan and elevation from which the overall structural heights are also clearly discernible) are to be submitted in duplicate to the Fair Management for the purposes of gaining official approval. Venus Berlin GmbH will pass on these plans for and in the name of the exhibitor to the relevant authorities. Details of the above are contained in the Exhibitor Service Folder.

## **16.2. Stand appearance**

The appearance of the exhibition stand must fit in with the general theme and plan of the fair. Venus Berlin GmbH reserves the right to prohibit any stand which does not meet this criterion or which is inadequately equipped.

## **16.3. Equipment and furnishings during opening hours**

The stand is to be properly equipped and furnished and staffed by qualified personnel during the specified opening hours for the entire duration of the fair or exhibition.

On the last day of the fair it is not allowed to begin with the stand dismantling before 19h. For every case of infringement the paid deposit will not be refunded.

### **16.4. Contract penalty**

Culpable infringement on the part of the exhibitor against the above regulations (Sections 16.2 and 16.3) shall, following fruitless notice of warning, entitle Venus Berlin GmbH to assert an additional contract penalty of € 512.- per day.

**17. Exhibitor Service Folder** Together with the confirmation of admission, the exhibitor will receive the Exhibitor Service Folder which contains all valuable information with regard to technical guidelines, technical equipment standards, installations, stand construction, design and equipment/furnishings as well as further exhibition services provided by Expo Messe Service GmbH.

## **18. Stand security, cleaning, waste disposal**

General hall supervision is undertaken by Venus Berlin GmbH. Said company accepts no liability for damages except in the case of gross negligence. The exhibitor shall be responsible for the supervision and security of the exhibition stand. Exhibitors are recommended to take out appropriate insurance cover against damage. Valuable, easily removable objects are to be placed under lock and key for the night-time. Private security personnel for surveillance of stands during the night-time may only be employed subject to written agreement with Venus Berlin GmbH.

Venus Berlin GmbH ensures the general cleaning of the exhibition grounds and of the hall gangways. Exhibitors shall be responsible for the cleaning of the stands. This must be completed daily before the event's opening time.

**Cleaning** The fine cleaning of the exhibition stands is the responsibility of exhibitors themselves. Should an exhibitor wish to outsource the cleaning of a stand, this shall be done through the officially contracted company

Innotec Abfallmanagement GmbH (+49 (0)431-3011540).

Venus Berlin GmbH shall be commissioned to effect stand cleaning and security if the exhibitor does not deploy his/her own personnel for such work.

**The following company is responsible for waste disposal:**

Innotec Service GmbH Projensdorfer Str. 324 D-24116 Kiel Phone: +49-(0)431-30115-10 Fax: +49-(0)431-30115-59
--

The exhibitor and/or the stand builder employed by the exhibitor is responsible for the disposal of waste created by the exhibitor. This shall be done in compliance with the environmental guidelines contained in the Exhibitor's Service Folder.

#### **19. Technical installations**

The supply of electricity, water, gas and telephone as well as other services in the hall will be regularly implemented by companies authorised to do so by Messe Berlin. Relevant details are regulated in the Conditions of Participation.

#### **20. Photography**

During the daily opening hours the production of photographs, film and video recordings may only be commissioned from photographers or film and video production companies approved by Venus Berlin GmbH and bearing a corresponding pass. This shall also apply before commencement and after the end of the daily opening hours. The access of other photographers or production companies to the exhibition grounds is prohibited. Relevant information can be obtained from Venus Berlin GmbH.

#### **21. Catering**

Catering subject to payment shall in all cases be effected via Messe- und Funkturm-Gastronomie GmbH, Messedamm 22, D-14055 Berlin, tel.: 030-3038-3914.

#### **22. Final provisions**

##### **22.1. Written form**

**Deviations from the provisions of this Agreement (Section 1.2) as well as from collateral agreements require written confirmation by Venus Berlin in order to be legally binding.**

##### **22.2. German law**

The mutual rights and obligations arising from and caused by this contractual relationship shall be subject to the law of the Federal Republic of Germany.

##### **22.3. Place of fulfilment and jurisdiction**

Place of fulfilment is Berlin-Charlottenburg, Germany. This shall also be the place of jurisdiction in so far as the exhibitor is a merchant who is registered in the German Commercial Register or who is a legal person under public law or who does not have a general place of jurisdiction within the Federal Republic of Germany.

##### **22.4. Statutory limitation**

Claims made by the exhibitor against Venus Berlin GmbH shall become statute-barred in six months in so far as this is not contrary to statutory provisions of law.

##### **22.5. Separability clause**

**Should any provision or provisions of this Agreement be or become void or illegal, the validity of the remaining provisions shall in no way be affected. Any such void and/or illegal provision shall be amended so that its intended sense and purpose is achieved.**