



20. 1. – 29. 1. 2012

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## Data protection regulations

Messe Berlin GmbH assigns a high priority to data protection. We therefore consider the security of the personal data made available to us in your stand application to be a matter of great importance. In implementing the necessary technical and organizational measures we therefore ensure that your data is protected in accordance with statutory regulations and is only used for the defined purposes.

### The following principles therefore apply:

1. We collect, use and process your personal data as the basis for, and for implementing and processing your contractual arrangements with Messe Berlin GmbH, and for market research purposes. This data includes the company name and the name of the contact person, the street and building number, post code and town, the country, telephone and fax number and email address. These details ensure your participation in the trade fair.
2. To enable us to meet our contractual obligations we pass on some of your data to subsidiaries of Messe Berlin and to partner firms, which we have appointed to process the personal data. These basic services include, for example, accounting, stand construction, the basic entry in the catalogue and in the Virtual Market Place.
3. Consent with regard to consultancy, information (advertising) and marketing.
  - 3.1. To maximize the effectiveness of your appearance at the trade fair we also pass your data on to other companies in our group and to official partner companies, to enable them to offer you their own additional services, for example special entries in the catalogue and in the Virtual Market Place, special stand construction services, catering, logistics, the fair newspaper etc. (If you do **not** wish to give your consent, please cross this item out. This deletion does not affect the contractual relationship as such. Your email address and fax number will only be passed on if you have also marked the appropriate box in the stand application.)
  - 3.2. The personal data may be supplied to the official foreign representatives of Messe Berlin GmbH and its partner companies abroad, provided this is done for the purposes stated in Item 3. (If you do **not** wish to give your consent, please cross this item out. This deletion does not affect the contractual relationship as such. Your email address and fax number will only be passed on if you have also marked the appropriate box in the stand application.)
  - 3.3. We also supply your personal data to companies within the group that can offer you similar services that, we assume, will be of interest to your company. (If you do not wish to give your consent, please cross this item out. This deletion does **not** affect the contractual relationship as such. Your email address will and fax number only be passed on if you have also marked the appropriate box in the stand application.)
  - 3.4 You may revoke this declaration of consent at any time by notifying Messe Berlin GmbH accordingly. To do so, please contact your representative at Messe Berlin.

**If you have made deletions to this document please return it to us together with the stand application. Thank you.**

# 6. Conditions of Participation of the International Green Week 2012

January 20–29, 2012

## 1 Event/organisers

The International Green Week Berlin is an exhibition for food, agriculture, forestry and horticulture with commercial offerings and special exhibits.

The International Green Week Berlin is organised by Messe Berlin in co-ordination with the relevant institutions in the fields of food, agriculture, forestry and horticulture. The venue is the Berlin Exhibition Ground.

## 2 Dates

### Duration of exhibition

January 20–29, 2012

### Closing date for entries

August 5, 2011

### Opening hours

January 20–29, 2012, 10 a.m.–6 p.m.

*Saturday 21.1., 10 a.m. – 8 p.m.*

*Friday 27.1., 10 a.m. – 8 p.m.*

*Saturday 28.1., 10 a.m. – 8 p.m.*

### Start of stand construction

January 16, 2012

### End of stand construction

January 19, 2012

### End of stand dismantling

February 1, 2012

## 3 Conditions of admission

The following may exhibit at the International Green Week Berlin: companies, institutions and organisations from agriculture, forestry, foodstuffs and horticulture, as well as the manufacturers of technical items and equipment for use in agriculture and horticulture and exhibitors specialising in hunting and fishing, kitchen and domestic installations.

## 4 Rental rates

### Group A 143.– Euro

- National and international joint presentations of the food industry;
- Food industry exhibitors participating in the Product – Markets e.g. the Seafood-Market\*, the Organic Food Market, the Beer-, Meat-, Tea/Spices- Market, farms with direct marketing;
- Exhibitors of products from the field of horticulture, horticultural engineering, gardening needs such as fertiliser, seeds, greenhouses etc;
- Publishers of trade journals for the food industry, agriculture and horticulture.

### Group B 151.– Euro

- Exhibitors of summerhouses, lawn and terrace furnishings;
- Kitchen/domestic installations;
- Consumer information, publishers, insurances etc.

### Group C 125.– Euro

- Exhibitors of agricultural supplies, holiday farms and domestic pets;
- Animals incl. confinement and feed;
- Exhibitors specialised in hunting and fishing;
- Exhibitors of pet supplies;
- Institutions/associations for agriculture and horticulture;
- Exhibitors for agricultural machines.

All prices plus Legal VATax (19%).

**\* For these exhibitors occur special terms and conditions, published in the Application Form together with the Conditions of Participation.**

The above rental rates are net rates for one (1) square metre of hall floor space and include electricity and water consumption.

Rental rates do not include statutory value-added tax.

The rate per square metre is increased as follows: by 10 % if the stand is open on 2 sides; by 20 % if the stand is open on 3 sides; by 30 % if the stand is open on 4 sides.

Fractions of a square metre will be charged as a full square metre. If more space is subsequently required than was originally applied for, and if this request is granted, the additional charge must be paid immediately.

An additional **AUMA-Fee of 0.60 Euro** per square metre of display space will

be levied (statutory value added tax) in accordance with the agreements reached with Exhibition and Trade Fair Committee of German Industry (AUMA).

**Messe Berlin only provides partition walls upon extra payment and on special request.**

## 5 Promotion package

The primary exhibitor will be invoiced for the promotion package services for himself and his co-exhibitors.

### 5.1 The promotion package services A available to the primary exhibitor – compulsory – (329.– Euro) includes:

- a) Basic listing in the printed and internet catalog/Virtual Market Place®. The basic listing includes the following information: company name, postal address, telephone, fax, e-mail, internet address and also the hall and stand numbers. This information appears in both the alphabetical list of exhibitors and the product group index. In addition, all foreign primary exhibitors are listed in the national directory, giving details of the company name, postal address, hall and stand numbers and product information. Primary exhibitors receive a copy of the printed catalog.
- b) Primary exhibitors will be listed in the internet catalog/Virtual Market Place® of the International Green Week Berlin. Primary exhibitor presentations in the Virtual Market Place include a company profile with picture, an illustrated description of up to ten products/services and a link to the company's website.

### 5.2 The promotion package services B available to the co-exhibitor – compulsory – (100.– Euro) includes:

Basic listing in the printed and internet catalog/Virtual Market Place® analogous to primary exhibitor listing (Refer to Section 5.1 a.)

In addition, all foreign co-exhibitors are listed in the national directory, giving details of the company name, postal address, telephone, fax, e-mail, internet address, hall and stand numbers and product information.

A link to the company's website is not included.

Co-exhibitors receive a copy of the printed catalog.

### 5.3 **Optional promotion package services available to the co-exhibitor (229.– Euro\*):**

Each co-exhibitor may take advantage of the promotion package services detailed in Section 5.1 b) by placing a separate order for these on his own account. For further details contact our hotline service: Tel.: +49(0)30/30 38 21 80, or E-mail: more.gruenewoche@gruene-woche.de

\* The charge is 329.– Euro less 100 Euro prepaid through the primary exhibitor.

## 6 **Terms of payment**

The stand rental is payable in full immediately on receipt of the confirmation of acceptance, and at the latest by the date given on the invoice and should be remitted to one of the accounts of Messe Berlin. The invoice number and customer number should be quoted when making payment.

## 7 **Advertising and stand design, sales, dismantling**

Exhibitors are only permitted to distribute brochures or other advertising material within their own stands. The display, distribution or presentation in poster form of political information is prohibited. Musical presentations are only permitted with the approval of neighbouring exhibitors. The use of electronic amplifiers is not allowed.

**Direct sales are permitted in principal. (Sales of pets during the event are not permitted.) Dismantling only after 6 p.m., January 29, until February 1 (max.).**

## 8 **Technical guidelines, industrial safety laws**

You are required to observe the Technical Guidelines which will be forwarded to you in the Exhibitors Service Folder. This folder will be sent to you together with notification of your acceptance at this event. You are also obliged to observe the regulations laid down in the Industrial Safety Laws, to which special attention is drawn at the end of the Technical Guidelines.

## 9 **Workers' and exhibitors' passes, stand clearance authorisation**

Workers' passes will be sent with confirmation of acceptance.

Exhibitors are also entitled to exhibitors' passes, which will be sent together with the notification of acceptance, in the following quantities:

Three passes for display areas of up to 20 square metres, one pass for each additional 10 square metres of display area. Additional exhibitors' passes can be obtained at a cost of 27.– Euro each.

At the close of the exhibition the Stand Clearance Authorisation must be shown before exhibits may be removed from the grounds.

This authorisation will only be issued provided the invoice, sent with the notification of acceptance, has been paid in full.

## 10 **Official approval**

Exhibitors are responsible for ensuring that the necessary approval has been obtained for their activities and those of their staff on their stand or on the grounds, and for the observation of relevant trading laws, health authority and police regulations. Any queries should be addressed to the relevant authorities, in the case of trading laws, to the local authority: Bezirksamt Charlottenburg von Berlin – Abteilung Wirtschaft.

## 11 **Display of livestock**

If exhibitors intend to display livestock they must provide details of the numbers, species, age and place of origin of all animals when submitting their stand application. Veterinary regulations and rules apply to the display of livestock.

## 12 **Issue of samples**

The regulations laid down by the veterinary and food supervisory authorities must be strictly observed on all stands where food samples – including free samples – are being dispensed to visitors. Similarly, water for the processing of food or for the cleaning of utensils that come into immediate

contact with food may only be obtained from drinking water taps. Such water must not be obtained from toilet areas.

## 13 **Protection of children and adolescents**

The Law for the Protection of Young People in Public Places §9 has to be strictly observed and displayed at stands offering alcoholic drinks.

You are requested to ensure that your stand director is fully conversant with this regulation.

## 14 **Law for restaurants and bars**

The German law for restaurants and bars (Gaststättengesetz §20) has to be observed by all exhibitors serving food and drinks.

## 15 **Exhibitors' Service Manual**

The Exhibitors' Service Manual, containing all necessary details regarding service companies, installations, stand construction and design, insurance, PR work, room reservations and catalogue entries will be available in the internet under [www.greenweek.de](http://www.greenweek.de). It contains the necessary order forms.

## 16 **Federal data protection law (BDSG)**

Personal data about anyone with whom we are involved in business will be stored and processed in accordance with §§ 28 and 29 BDSG within the terms of the contractual arrangement.

## 17 **General Terms of Business**

The enclosed General Terms of Business for trade fairs and exhibitions organised by Messe Berlin also form part of these Conditions of Participation.

# 7. General Terms of Business for Trade Fairs and Exhibitions Organised by Messe Berlin

## General Regulations

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3. Conclusion of the Agreement
4. Allocation of Stands
5. Exhibits
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22. Federal Data Protection Act (BDSG)

## 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, 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 Busi-

ness 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, com-

pared 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

According to the confirmation of order, the stand rental is up until the Messe Berlin bank accounts listed on the invoice. These payments must be made within the time period specified in the special 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 bankruptcy 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, who should also sign them. 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 exhibitors' specific requirement 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- lients to cover any expenses thus incurred (No. 6 Item 4).

### 16 Stand Design

#### 16.1 Authorization 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 etc. The Exhibitor Service Documents contain the necessary forms.

### 18 General Inspection, Cleaning

- a) Messe Berlin will provide security cover for the halls. However, it will only be liable for damages in the case of gross negligence. Security cover for the exhibition stand itself is a matter for the exhibitors. They are advised to take out appropriate insurance cover against such risks. During the night valuable and easily removed items should be securely locked up. Private security staff to guard the stands during the night-time may only be employed subject to written agreement by Messe Berlin.
- 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 are responsible for disposing of any waste materials resulting from their 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, 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 authorized 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.