

# Special Terms of Participation "B"

## for the International Bicycle Trade Exhibition "EUROBIKE"



### 1. Duration and place of exhibition

The International Bicycle Trade Exhibition "EUROBIKE" will take place from **Wednesday, Aug. 31 until Sunday, Sep. 4, 2016** at the exhibition grounds in Friedrichshafen. It is open from **Wed. - Sat. from 9.00 a.m. to 6.00 p.m. and on Sunday from 9 a.m. to 5 p.m. Wednesday to Friday only for trade visitors, Saturday and Sunday open for public.** The right to alter the opening hours for important reasons is reserved and such changes will be announced in good time.

### 2. Admission

Permitted to exhibit are companies whose exhibits are registered trademarks and conform to the subject of the exhibition. General representatives and/or importers may exhibit on behalf of the companies which they represent under the brand and name of the manufacturer if they offer a written declaration of agreement from the manufacturer with exact details of the goods to be exhibited and the assurance that these items will not be offered by another company at the exhibition. An essential ruling for admission is that the products exhibited are only offered for sale to retailers. Admission of a company will be decided upon by MESSE FRIEDRICHSHAFEN GmbH and confirmed in writing, as will be the placement of the exhibitors. You may be disqualified from admission to the exhibition, if you failed to fulfil your financial obligations to the organizer at any time, or if you failed to fulfil such financial obligations within the prescribed period of time.

### 3. Application and confirmation

Through the return and completion of the signed application form you declare your participation and fully agree to the General and Special Terms of Participation. The data will be stored by us by automatic processing in accordance with § 13 of the Bundesdatenschutzgesetz (federal law regulating the protection of data). The signed application form is binding. Provisos of any kind cannot be considered. Upon receipt of your application you will receive a written confirmation (this is not a stand confirmation!) and, in case of admission, a confirmation of your stand location as soon as stand planning is completed. The admission only applies for the registered company together with the registered products and obliges you as exhibitor to only exhibit specified products and to keep the stand occupied for the entire duration of the exhibition. Prior to accepting other companies or products at your stand you will need the consent of MESSE FRIEDRICHSHAFEN GmbH. Due to special circumstances it may be necessary to: relocate your stand, to alter the size and dimensions of reserved space, to change entrances, exits and corridors or to make structural changes even after you have received a confirmation of your stand.

### 4. Exhibits

The application form must contain exact details of the exhibited products and may only include products and services belonging to one of the categories listed in the index. Those exhibits that are not included can be removed from the stand by the organizer after commencement of the exhibition and at the exhibitor's cost. This especially applies where, due to incorrect definitions (collective groupings), competitive goods are located either next to one another or in close proximity to one another. Further details about the manufacturer (including the commercial address) and the exhibited products are required from exhibitors of wholesale goods.

### 5. Commercial property rights

MESSE FRIEDRICHSHAFEN GmbH does not desire the presence of any exhibitor who, in the process of producing, disseminating, selling, owning or promotion of 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 MESSE FRIEDRICHSHAFEN GmbH's events has violated laws of the kind mentioned in paragraph 1, MESSE FRIEDRICHSHAFEN GmbH is entitled to bar that exhibitor from the next event of this kind after the court decision has become legally valid if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

### 6. Sales regulations

Over-the-counter sales and other services or deliveries made from the stand are not permitted. This also applies for Saturday September 3 and Sunday September 4. Exhibition merchandise may not be handed over to buyers until after conclusion of the trade fair (see General Exhibiting Guidelines, item 10). The stipulations of the law on rebates and bonuses must be observed. In accordance with section 64 of the trade regulations (GewO), sales are permitted only to wholesalers or industrial customers.

### 7. Cancellation of stand

If the exhibitor cancels the contract after a stand has been assigned to him, the ruling contained in item 6 of the General Guidelines for Participation in Fairs and Exhibitions of IDFA Members shall apply. Where the stand is cancelled, the full stand rental fee will be charged if the stand cannot be rented to another company. Should MESSE FRIEDRICHSHAFEN GmbH be able to rent out the stand again, a cancellation fee of 25% of the stand rent will be charged.

### 8. Stand rent / additional costs

**5 days:** 3 days Business Days (Wednesday August 31 – Friday September 2) + 2 days (Saturday September 3 – Sunday September 4) Festival Days  
Hall area €165.-/sqm, open-air area €90.-/sqm  
**3 days:** 3 days Business Days (Wednesday August 31 – Friday September 2): hall area €120.-/sqm for the duration of the trade fair  
If a two-level stand is approved, 50% of the above mentioned rate will be charged for the space of the upper structure.  
The cost of the approval procedure of €250.- will be charged to the exhibitor.

For calculation purposes, fractions of a square meter are rounded up, without making any allowance for columns, wall offsets, installation outlets, etc. The minimum size in halls is 9 sqm.

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

**Co-exhibitor fee:** €200.- per company + €199.- for the media entry fee (obligatory media entry in the catalogue, guide and internet)

**Electrical power consumption:** Power consumption will be charged after the fair with the final invoice.

**Waste disposal:** Garbage and waste from standbuilding and dismantling must be reported and disposed of by the exhibitor. The disposal of waste that has been left on the exhibition grounds after the show will be invoiced to the exhibitor. Where applicable, please complete form no. 8 for this - otherwise you will incur additional charges. Disposable carpets must be disposed of by the exhibitor. For general waste disposal MESSE FRIEDRICHSHAFEN GmbH charges a flat rate of 1.50 €/sqm.

**AUMA-fee:** The Exhibition and Trade Fair Committee of German Industry (Deutsche Wirtschaft e.V. - AUMA) levies a charge on the exhibitor of €0.60/sqm for the representation of the interests of the exhibiting company. MESSE FRIEDRICHSHAFEN has taken on the duty of charging and obtaining payment of the fees due on behalf of AUMA.

### 9. Approval of stand building/ engineering/events

**The general stand height is 2.5 m. Stands which wholly or partially exceed this height must be submitted with a plan to the project management for approval at least 4 weeks before the start of the construction work.** The maximum construction height for stand constructions is 6 m.

The maximum height for ceiling attachments (lighting, audio-visual equipment, no banners!) is 7.5 m at the top edge truss. The use of flooring is obligatory. In addition the playback of music and the use of audio-visual equipment with sound on fair stands as well as any trade fair or stand party also require approval.

### 10. Media entry fee

**(obligatory media entry in the catalogue, guide and online)**

For the mandatory entry, a fee of €199.- plus VAT will be charged. Additional entries are possible. This contains the obligatory media entry in the catalogue, guide and online. The access data for the Online Service Centre (OSC) will be sent to you by e-mail after admission is granted.

### 11. Terms of payment

50% of the invoiced stand rent is payable without any deductions immediately upon receipt, the balance by July 1, 2016. Invoices issued after July 1, 2016 are to be paid in full immediately after receipt of the invoice without any deductions. This provision is deemed a special agreement as defined by clause 5 of the General Exhibiting Guidelines. The right to occupy a stand is secured only if the contractually agreed payment deadlines have been met. **Stand staff must pay any outstanding service bills (e.g. electricity, carpet) during the exhibition.**

Payments may be made by bank transfer (bank details Landesbank Baden-Württemberg, D-70144 Stuttgart, Germany IBAN Code DE 72600501010004570079, Bank sort code: 60050101, Account No.: 4570079), by cheque or by credit card. Failure to comply with the terms of payment and to meet deadlines may lead to exclusion from the exhibition and invoicing of any expenses incurred plus default interest at the customary bank rates. **Foreign exhibitors can have the value added tax they have been charged reimbursed if the appropriate legal requirements are fulfilled.**

### 12. VAT

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

### 13. Violation of exhibition terms and conditions

Violation of the exhibition terms and conditions gives MESSE FRIEDRICHSHAFEN GmbH the right to close your stand immediately and to perform the clearing of your stand without the right to legal assistance. This applies in particular to cases of advertising in contravention of the law, against good morals or directed against the purposes of the exhibition and in case of advertising for political or ideological purposes.

### 14. Technical Documentation/Admission

Together with the admission documents and stand rental invoice the exhibitor will receive all necessary information for ordering utility connections, furniture and carpeting rental, insurance, freight forwarding etc. The deadline for orders is July 8, 2016.

### 15. Surveillance/Liability

The organizer does not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are the property of the stand personnel. Stand surveillance can be ordered using form no. 19.

### 16. Verbal agreements

Verbal agreements in excess of this contract framework are only valid if they have been confirmed in writing.

### 17. Exhibition protection

Exhibition protection has been applied for the protection of inventions at the exhibition. We point out that such protection can only be made out for registered patterns.