



# EUROGUSS

## MEXICO

EUROGUSS Mexico Pavilion  
at Fundiexpo 2018, 24-26 October 2018,  
Guadalajara Expo, Mexico

**Please return to**  
NürnbergMesse GmbH  
International Exhibitions  
Messezentrum  
90471 Nürnberg, Germany  
**Fax: +49(0)911.86 06- 12 86 23**  
diecasting@nuernbergmesse.de

**Date for returning: June 30<sup>th</sup>, 2018**

Company name of direct exhibitor \_\_\_\_\_

Person to contact \_\_\_\_\_

Proprietor / Manager \_\_\_\_\_

Tel. \_\_\_\_\_ Fax \_\_\_\_\_

Street \_\_\_\_\_

E-Mail \_\_\_\_\_

Postcode, town, country \_\_\_\_\_

Correspondence address (only if different) \_\_\_\_\_

Tel. (company) \_\_\_\_\_ Fax (company) \_\_\_\_\_

Invoice address / Authorized recipient (only if different)  
(see item 7 of the Special Conditions of Participation – International)

E-Mail (company) \_\_\_\_\_

Internet \_\_\_\_\_

**PLEASE TICK THE STAND PACKAGE YOU WOULD LIKE TO BOOK. ALSO PLEASE LET US KNOW ABOUT CO-EXHIBITORS YOU WOULD LIKE TO REGISTER.**

**PARTICIPATION INCLUDES:**

- 9 sqm Package EUR 5.316,00
- 15 sqm Package EUR 8.406,00
- 20 sqm Package EUR 9.999,00

- Stand space according to the booked package.
- Registration Fee.
- Fully equipped stand consisting of stand construction, furniture according to the stand size, decoration and electricity.
- Exhibitor's logo on the stand construction.
- Usage of all common areas inside the Pavilion such as lounges, computer station and catering area.
- Free WiFi.
- Catalogue entry in the EUROGUSS Mexico Pavilion brochure.
- Catering, drinks and snacks during the runtime of the pavilion.
- Support by bilingual stand staff (English-Spanish).
- Participation at the EUROGUSS evening event.

**We would like to sign the following company as our CO-EXHIBITOR:**

Co-Exhibitor Fee EUR 500,00  
[It includes the overall marketing of the Pavilion as well as individual exhibitor marketing such as for example the entry in the Pavilion's directory]

In accordance with Art. 3a Para. 8 Clause 1 of the German Value Added Tax Act (UStG) in conjunction with the provisions of the letter of the German Federal Ministry of Finance dated January 18th, 2012, the place of supply for event services is the country in which the event takes place. The service is thus not VAT taxable in Germany.

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Street \_\_\_\_\_

Postcode, town, country \_\_\_\_\_

Tel. \_\_\_\_\_

E-Mail \_\_\_\_\_

Internet \_\_\_\_\_

We have taken note of the attached Special and General Conditions for Participation in Fairs and Exhibitions - International incl. the information on data protection and the admission criteria and we accept them on all points. We can object to the promotional use of our data by NürnbergMesse GmbH at any time by letter (NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg) or e-mail (data@nuernbergmesse.de). The stated company data and exhibits can be already recorded and published

We are aware that besides the GCP and the SCP also the General Terms & Conditions of the organizer of Fundiexpo 2018, Sociedad Mexicana De Fundidores Jalisco A.C., are applicable. NürnbergMesse is obliged to stick to these Terms & Conditions and so are participants of the EUROGUSS Mexico Pavilion.

Place and Date \_\_\_\_\_

Company stamp and authorized signature \_\_\_\_\_



# General Conditions for Participation in Fairs and Exhibitions - International

(hereinafter referred to as „GCP-INTERNATIONAL“)

As per May 2018



In case of disagreement, the Special Conditions for Participation in Fairs and Exhibitions-International shall have priority over the General Conditions for Participation in Fairs and Exhibitions-International.

## 1. Application

Applications to exhibit at a fair or exhibition ("EVENT") must be made on the official printed application form, which must be accurately completed and signed in a legally effective manner. Alternatively the application can be effected online by accurately completing and sending the online form and if need be additional confirmation of a link received by e-mail.

Such an application constitutes a contractual offer to NürnbergMesse GmbH ("NM") and cannot be endorsed with conditions and restrictions, particularly with respect to desired stand positions, which do not represent a condition for participation. By signing this form or sending the online form more specifically additional confirmation of a link received by e-mail, the General and Special Conditions for Participation are recognized as binding and included into the contractual offer by the applicant, who is also responsible and liable for adherence to the said conditions by persons employed by him at the event.

## 2. Admission / Stand space confirmation

Admission of exhibitors and listed exhibits is a matter for the sole discretion of NM, who will confirm same in a written or text form stand space confirmation (e.g. e-mail).

The contract comes into force on confirmation of admission. Reservations or conditions stipulated in the application are invalid without the written confirmation of the NM.

If the content of the confirmation of admission differs significantly from the content of the application form, the contract is concluded in accordance with the confirmation of admission if the exhibitor does not object in writing within two (2) weeks of receipt. A legal entitlement to admission does not exist. If the number of suitable applications received by the NM before the application deadline exceeds the amount of space available, admission will be decided at the discretion of NM. NM is also entitled to limit the listed exhibits.

Admission applies only to the listed exhibits, the exhibitors specified in the stand space confirmation and the space stated therein. Other items than those listed and admitted cannot be exhibited.

An exhibitor who has previously failed to settle his financial obligations to NM or settle them punctually may be excluded from admission.

## 3. Allotment of space

Allotment of space will be made by NM in accordance with the product groups and arrangement of the event concerned and is subject to the space available. Siting requests made in the application form will be considered as far as possible. Order of receipt of applications will not be the sole deciding factor for allotment of space.

NM is entitled, if necessary, to alter the size, shape and position of the allotted space. He will notify exhibitors of the necessity for such alteration immediately and, if possible, offer a comparable space elsewhere in the exhibition.

If this entails an alteration in the stand rental, reimbursement or additional payment shall result. Exhibitors are entitled to withdraw their application within 2 weeks of receipt of such notification. Exhibitors must accept that the location of other stands at the beginning of the fair or exhibition may have altered since the time of admission; no claim may be made on account of such alterations. Exchanging the allotted space with that of another exhibitor or transfer to a third party, even only in part, is not allowed without the permission of NM.

## 4. Joint exhibitors

Stand spaces are hired only as complete spaces and only to one contractual partner. Exceptions may be made to this rule, if necessary. If several exhibitors wish to share a stand space, they must name a representative in their application form who is authorized to act on their behalf in negotiations with NM.

## 5. Co-exhibitors

The use of the stand space by another company with its own products and personnel (hereinafter referred to as „CO-EXHIBITOR“) requires a separate application and admission by NM. Admission of one or more co-exhibitors is subject to a special fee. Responsibility for ensuring that co-exhibitors fulfil all their commitments shall rest with the principal exhibitor, if applicable, in addition to the co-exhibitor.

## 6. Stand rental fee, lien

Stand rental fees/participation fees and terms of payment are set out in the SCP and the application form. Payment of the stand rental must be made in accordance with the dates laid down before the allotted space may be occupied. The allotted space may be occupied after full payment in due time. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing. NM is entitled to exercise its right of lien and sell any distrained property on the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.

## 7. Withdrawal of application, cancellation of part of stand space

In case the exhibitor withdraws his application, cancels part of the stand space or does not participate in the event, NM is entitled to use the hired stand space or the cancelled part of the space for other purposes and re-let to third parties. The exhibitor shall remain obliged to pay cancellation fees on the value of the ordered

stand rental fee as set out in clause 6. In detail, reference is made to SCP-INTERNATIONAL.

## 8. Cancellation of admission

NM may cancel confirmation of admission and re-let the space elsewhere in the following cases:

- The stand is obviously not occupied by the exhibitor in good time before the event (specified in SCP-INTERNATIONAL).
- The exhibitor fails to pay the stand rental fee at the agreed time and allows a period of grace granted by NM to laps without result.
- An application to commence insolvency proceedings against the exhibitor's assets is lodged or rejected for lack of assets, or insolvency proceedings have already been commenced.
- The conditions for stand space confirmation are no longer fulfilled by the registered exhibitor or NM receives knowledge of grounds which would have justified exclusion if they had been disclosed earlier.
- The exhibitor infracts NM's site regulations.

NM reserves the right to assert claims for damages in such cases. The exhibitor has no entitlement to claim damages.

## 9. Cancellation of rental exhibition stands and other services

Once admission has been confirmed, the exhibitor must pay charges even if he withdraws his application or does not exhibit. NM also reserve the right to assert claims for damages.

If the exhibitor cancels the order for rental exhibition stands and/or other services, a cancellation fee is payable. In detail, reference is made to SCP-INTERNATIONAL.

The exhibitor retains the right to prove that the requested compensation for costs incurred is too high.

## 10. Exclusion of exhibits

NM and any trade show co-organizer are entitled to demand the removal of items which have not been listed in the application form or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. If this demand is not complied with, the said items will be removed by NM or the trade show co-organizer at the expense of the exhibitor. If a violation of industrial property rights by an exhibitor is proved (e.g. on the grounds of a valid court ruling against the exhibitor), NM may exclude the exhibitor from participating in a subsequent event.

## 11. Stand assembly, equipment and design

Stands must conform to the overall layout of the event. NM reserves the right to forbid the erection of stands which are in this respect unsuitable or inadequate or to alter them at the exhibitor's expense. Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the event. Stand fitting must be completed at the latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. Removal of exhibits or dismantling of stands before the end of the event is not permitted. Names and addresses of exhibitors must be clearly displayed on the stands. In case of discrepancies, the SCP-INTERNATIONAL prevail over the GCP-INTERNATIONAL. The approval of NM is needed if stand constructions exceed the specified height limits for stands. Consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted. After the official closing of the event, basic items, insofar as these have been provided by NM, must be returned undamaged and in their original condition. Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the exhibitor. Exhibits which still remain on the stands after the end of the period allowed for dismantling may be removed and stored at the exhibitor's own expense.

## 12. Force majeure, cancellation of event

If NM is prevented from holding the event for reasons of force majeure or other circumstances beyond its control, he is required to notify the exhibitors accordingly without delay. Basically, the claim to stand rental is voided, but NM may charge the exhibitor for work carried out to his order to the extent of the costs incurred, insofar as the result of such work may still be of interest to the exhibitor. Should NM be in a position to hold the event at a later date, he is likewise required to notify the exhibitors to this effect without delay. Exhibitors are entitled to cancel their participation in the event at the new time within two weeks of receiving such notification, in which case they are entitled to refund or cancellation of the stand rental. If NM is compelled to curtail or cancel an event for reasons of force majeure or other circumstances beyond its control after it has commenced, the exhibitor has no claim to any refund or cancellation of the stand rental.

## 13. Assembly and dismantling passes, exhibitor passes

Passes for exhibitors and workmen employed during the period of stand construction and dismantling will be issued to the applicant, if applicable. In detail, reference is made to SCP-INTERNATIONAL.

## 14. Advertising

Advertising of all kinds is allowed only within the stand space rented by the exhibitor for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the application form and admitted. The use of apparatus and equipment to achieve an increased

advertising effect by optical and/or acoustic means requires the prior written consent of NM. Advertising outside the stand space rented by the exhibitor is only possible as part of the advertising and sponsoring measures offered by NM and approved by the trade show co-organizer. Advertising of a political nature is forbidden.

#### 15. Photographs, drawings, films

NM and the trade show co-organizer are entitled to have photographs, drawings, videos and films made of the event, exhibits and exhibition constructions and stands and to use these for publicity or press purposes without exhibitors being able to object for any reason. This also applies to photographs produced directly by the press or television with the consent of NM and trade show co-organizer. For photographs, drawings and films of stands against payment, exhibitors must only use service contractors authorized by NM and the trade show co-organizer and in possession of a relevant permit. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours. Exhibitors are not permitted to produce photographs, drawings, videos and films of the stands and exhibits of other exhibitors.

#### 16. Direct selling

Direct selling is not allowed unless expressly permitted by the SCP-INTERNATIONAL, in which case objects for sale must be marked clearly with their prices. Exhibitors are responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with regulations.

#### 17. Cleaning

NM is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of exhibitors and must be completed daily before the opening of the event. Exhibitors have to use the service contractor engaged by NM for stand cleaning.

#### 18. Supervision

NM will arrange general supervision in the exhibition center. This shall not affect the liability provisions of item 19. Exhibitors are strongly recommended to make their own arrangements for the security of their stands and exhibition items and effect appropriate insurance cover. Valuable items which can be easily removed should be locked away out of the opening hours. Additional stand supervision is available at the exhibitor's own expense by using the service contractor engaged by NM.

#### 19. Liability, insurance, accident prevention

NM bears unlimited liability only in cases of intent or gross negligence and for damages due to loss of life, bodily injury or damage to health. In all other cases NM shall be liable only

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations of fundamental importance for the proper execution of the contract and which the EXHIBITOR can expect to be regularly fulfilled;
- if NM is legally obliged to take out liability insurance cover or this is usually the case;
- if NM has claimed a special degree of trust or occupies a qualified position of trust.

In these cases, however, NM is only liable for typical foreseeable damage (hence not usually liable for consequential damage) and then only up to a limit of EUR 100,000 for each case of damage. The liability limitation applies only to businessmen, juristic persons under public law and special public assets. Moreover, liability due to slight or ordinary negligence is excluded. This liability limitation also applies to the conduct of NM's performing and vicarious agents.

The exhibitor/co-exhibitor or joint exhibitor is liable for any damage to persons or objects caused culpably by himself, his employees, his representatives or his exhibits and equipment. The exhibitor is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. NM is entitled to prohibit the event or operation of machinery and/or equipment at its discretion.

#### 20. Protection of industrial property rights

Protection of copyright or other patent rights of exhibits is the responsibility of the exhibitor. A six-months period of protection from the beginning of an event by reason of the law relating to the protection of inventions, samples and trade marks of 18 March 1904 (RGBl. page 141) only takes effect if the Federal Minister of Justice has published a relevant announcement in the Bundesgesetzblatt (Federal Law Gazette) for the event concerned (see SCP-INTERNATIONAL, exhibition priority).

#### 21. Site regulations, contraventions

Exhibitors agree to accept the site regulations during the event in all parts of the exhibition center. The instructions of NM's and trade show co-organizer's employees, who possess official identity cards, must be complied with. Contraventions of the GCP-INTERNATIONAL and SCP-INTERNATIONAL or instructions within the framework of the site regulations shall entitle the organizer and/or trade show co-organizer, if such contraventions continue after warning, to immediate closure of the stand at the exhibitor's own risk and expense and without claim to compensation.

#### 22. Place of fulfilment and jurisdiction

The place of fulfillment is Nuremberg, Germany. The same applies to the place of jurisdiction when the exhibitor is a merchant in his own right or a juristic person under public law or does not have a general inland place of jurisdiction. NM is also entitled to take legal proceedings against the applicant at the applicant's general place of jurisdiction.

#### 23. Data protection notice

Personal data will be processed by the organizer as the controller within the meaning of data protection law, and where applicable by our service partners, with due regard to the data protection regulations applicable to the support and information provided to customers and interested parties and the performance of the offered services (legal basis: Art. 6 para. 1 letter b EU-GDPR). In accordance with the principle of data minimisation and data avoidance, only that data which is absolutely necessary for the aforementioned purposes will be processed. Personal data will of course be treated as confidential and protected as best as possible by means of appropriate security measures. Only authorized persons engaged in providing technical, commercial and customer administration support will have access to your data. Naturally, appropriate job processing agreements have been concluded to the extent legally required. Personal data will be retained until the contractual relationship with the organizer is terminated and also until the data is no longer needed for other legal reasons (e.g. due to statutory retention periods). Every exhibitor has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfilment of the legal conditions, information, rectification, erasure or restricted processing, object to the processing or assert his right to data transferability. NürnbergMesse GmbH, Exhibition Centre, 90471 Nuremberg / data@nuernbergmesse.de or its data protection officer (datenschutz@nuernbergmesse.de) will be glad to answer any questions on this subject.

#### 24. Data for promotional purposes

The organizer has an interest in cultivating the customer relationship with its exhibitors and providing them with information and offers about its own similar events and services. Therefore, the data transmitted with the submission of the application (company name, address, telephone/fax number and e-mail address) will be processed by the organizer and where applicable by its service partners to transmit appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GDPR. Objection to the use of data for purposes of direct promotion can be notified to the organizer at any time; this also applies to profiling if it is directly related to the direct advertising. Once the objection is notified, the data will no longer be processed for this purpose. The objection can be notified without observing formal requirements and without indication of reasons and without incurring separate costs aside from the customary transmission costs at basic rates. The objection should be addressed to NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg, or [data@nuernbergmesse.de](mailto:data@nuernbergmesse.de).

#### 25. Severability clause

If any provisions of these GCP-INTERNATIONAL are partially void or incomplete, this shall not affect the validity of the remaining provisions and the contract. In such cases, the parties agree to replace the void or missing provision by a provision that most closely relates to the business purpose intended by the parties.

# Special Conditions for Participation in Fairs and Exhibitions - International

(hereinafter referred to as „SCP-INTERNATIONAL“)

As per May 2018



## 1. Contract Partner

NürnbergMesse GmbH

Messezentrum

90471 Nuremberg, Germany

T +49 9 11 86 06-0

F +49 9 11 86 06-86 94

www.nuernbergmesse.de

CEOs: Dr. Roland Fleck, Peter Ottmann

Registration Number HRB 761 Nürnberg

Chairman of the Supervisory Board: Dr. Ulrich Maly

Oberbürgermeister der Stadt Nürnberg

Lord Mayor of the City of Nuremberg

(hereinafter referred to as "NM")

NürnbergMesse GmbH ("NM") acts either as the organizer or the trade show co-organizer of the trade shows or "exhibitions" (hereinafter referred to as "event") that are held outside of the Federal Republic of Germany. Companies intending to participate in the event are hereinafter referred to as "exhibitor".

## 2. Contractual terms

The terms for participation in any event consist of the GENERAL CONDITIONS FOR PARTICIPATION IN FAIRS AND EXHIBITIONS-INTERNATIONAL (hereinafter referred to as "GCP-INTERNATIONAL"), these SCP-INTERNATIONAL, the exhibitor manual provided by NM and the co-organizer and all technical conditions notified to the exhibitor before the event begins. If organizer provides additional exhibition services through service partners, the general terms of business of the respective partner shall prevail over these SCP-INTERNATIONAL in case of discrepancies.

## 3. Exhibitor manual, venue, duration, opening hours

NM may provide to the EXHIBITOR an exhibitor manual with all technical, organisational and venue information as well as order forms for obligatory and optional services. The manual and the service forms may be provided in hard copy, electronic version or download from the internet. The exhibitor must carefully read the manual. Rules, regulations and deadlines mentioned in the exhibitor manual are binding for all exhibitors.

The exact address of the venue, event dates and opening hours as well as move-in, assembly and dismantling period will be communicated to the exhibitor in the exhibitor manual.

## 4. EXHIBITORS and approved exhibition goods

Admissible as exhibitors are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted. Orders only may be taken at the event, individual sales with exchange of money are strictly prohibited.

## 5. Labour, food and beverages

Exhibitors must comply with union work rules and use union labor, where applicable. Food and/or beverages may only be supplied by exhibitor with the prior written consent of NM or the trade show co-organizer. Alcoholic beverages are forbidden without the express written consent of NM.

## 6. Participation fees

The participation fees for rental of exhibition space (stand rental fees) are binding as stipulated on the application form. NM reserves the right to charge prime locations, surcharges for open sides of the stands, registration fees or charges per registered co-exhibiting company. In these cases these charge are clearly stipulated on the application form. NM reserves the right to apply a minimum of net space to be ordered by each exhibitor.

Participation Fees and other charges may be invoiced EUR or locally applied currency. All net charges are subject to governmental, regional or local taxes or duties as in effect in the country of event venue.

Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and any licenses, permits or approvals required under any laws or regulations applicable to the event and for paying all taxes (including all sales taxes), license fees, use fees, or other fees, charges, levies or penalties that may become due to any governmental authority in connection with its participation in the event.

## 7. Fees in case of withdrawal of application / cancellation of part of stand space

If the exhibitor withdraws his application, cancels part of the stand space or does not participate in the event, NM shall be entitled to use the hired stand space or the cancelled part of the space for other purposes or to re-let the space to third parties.

Provided that the exhibitor has no mandatory rights at law to withdraw or terminate, upon any cancellation or partial cancellation after the confirmation of admission, the exhibitor shall be obliged to pay a cancellation fee as follows:

- in case of cancellation up to 90 days before the start of the event, 50% of the agreed rental,

- in case of cancellation up to 30 days before the start of the event, 80% of the agreed rental or,
- in case of cancellation 29 days or less before the start of the event, the full amount of the agreed rental for the cancelled stand space.

In the above cases, the exhibitor shall retain the right to prove that, as a result of the cancellation, partial cancellation or non-participation, NM has in fact, in a manner not taken into account in the above, saved on costs and expenses and has thereby benefited as a result.

Insofar as any other spaces are still available for the event, the exhibitor may not generally "CLAIM" that NM has benefited from re-letting the stand space or part of it or using it for other purposes, especially in terms of any rental obtained.

In addition to the above and provided that NM has no mandatory rights at law to withdraw or terminate, upon any cancellation or partial cancellation after the confirmation of admission, the exhibitor shall be obliged to pay an administrative fee of 20% of the rental, but at least € 750.

## 8. Complete rental stand

For the event, NM can offer complete rental stands as specified in the application form. NM is responsible for assembling and dismantling these complete rental stands. The complete rental stand, its fittings and included furniture may not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done during the rental period and will be charged with the costs. All pictures shown in the application form or the exhibitor manual are exemplary pictures.

## 9. Payment conditions

Invoices are payable in full according to dates for payment as mentioned in the invoice. All payments are to be made in the currency shown in the invoice, without charges, quoting invoice number.

If the exhibitor enters a different invoice address on the application form, he authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the exhibitor from his obligation to pay. For subsequent changes to the invoice address for which the exhibitor is responsible, NM may charge a processing fee of EUR 50 plus VAT at the statutory rate.

The exhibitor is not entitled to convert at his own initiative the invoiced amount into any other currency for bank transfer. If for any reason, a conversion into another currency becomes necessary, the exhibitor shall contact NM who will then advise the applicable exchange rate. An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The exhibitor is to provide proof of payment.

## 10. Insurance

Exhibitors are obliged to make their own adequate insurance arrangements. Insurance for exhibitors (transport and duration of

event) is advisable and can be arranged through a collective insurance contract taken out by NM. Additional and detailed information can be found in the exhibitor manual.

## 11. Changes, force majeure

NM reserves the right to cancel, postpone or relocate the event, to shorten or lengthen the event, or for technical, official or other in the opinion of NM compelling reasons to assign to the exhibitor another space or to modify and reduce the size of the space. A withdrawal from the contract resulting from these actions will not be accepted.

NM and any trade show co-organizer shall not be liable for delay or failure of performance caused by an act of God; action by any governmental or quasi-governmental entity; fire, flood or other disaster; public enemy; insurrection; riot; explosion; embargo; terrorist attacks; strikes whether legal or illegal; labor or material shortage; work slowdown; transportation interruption of any kind; authority of law; the building being destroyed or substantially damaged; or any other cause or circumstance beyond their control.

## 12. Limitation of liability

Aberrant from paragraph 19 of the GCP-INTERNATIONAL the exhibitor agrees to make no claim for any reason whatsoever, including negligence, against NM and any trade show co-organizer and their respective members or owners and affiliates and official exhibit service contractors and security services (all of the foregoing, collectively, "SHOW PROVIDERS") and each of their respective officers, directors, officials, agents, employees, contractors and representatives (collectively, "REPRESENTATIVES") for loss, theft, damage or destruction of property, nor for any injury to exhibitor or its employees while Representatives in connection with the exhibition.

Exhibitor agrees to indemnify, defend, and hold harmless (and to the maximum extent permissible under applicable law, exhibitor hereby expressly releases and discharges) NM, all other show providers, and each of their respective representatives from and against any and all alleged and/or actual claims, actions, lawsuits, proceedings, damages, penalties, demands, losses, expenses, fees (including reasonable attorney fees), costs or liabilities of any kind or nature whatsoever (collectively, "claims"), including but not limited to any claim for property damage and/or personal injury, in connection with, caused by or arising out of the attendance at and/or participation in the show by (a) exhibitor, (b) its representatives (or any other party acting on exhibitor's behalf), or (c) any of exhibitor's servants, invitees, patrons or guests (all of the foregoing in clauses (b) and (c), collectively, "RELATED PARTIES"), whether as a result of (i) exhibitor's

or any related party's act, omission, negligence or wilful misconduct, (ii) exhibitor's or any related party's actual or alleged violation of any policy of, or actual or alleged breach of any agreement with any other show provider, (iii) Exhibitor's or any related party's actual or alleged violation of any applicable Laws (as defined in Section 19 below), or (iv) Exhibitor's or any related party's actual or alleged infringement of any third party rights, including without limitation, the infringement of any patented, trademarked, franchised or copyrighted music, materials, devices or dramatic rights used or incorporated in the event by exhibitor or any related party, and in each case, whether or not foreseeable. This provision shall survive any termination or expiration of this agreement.

### 13. Occupation, stand design and sound devices

(a) The stand has to be occupied by the exhibitor in good time, i.e. at least 4 pm the night before opening of the event.

(b) The exhibitor is responsible for stand equipment and decoration.

The exhibitor agrees to erect a minimum of 2.50 metres high stand partition walls on all closed sides of the stand space and to lay floor carpeting. The hall walls or backsides of neighbouring stands are not to be used.

**As a general guideline stands exceeding the height of 3.50 metres require the approval of NM. The maximum stand height has to be observed according to the specification of the venue. Details given in the exhibitor manual are binding.**

If the rental exhibition stand is not used, a fascia (0.30 metres high) must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other way. NM reserves the right to give further instructions concerning the design of stands.

Only water-soluble adhesive may be used on the fibre board stand partition walls and these may not be painted unless they have first been covered with wallpaper.

After the event, wallpaper or other finishing material must be removed by the exhibitors, otherwise exhibitors will be charged with the costs. All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way.

The exhibitor is liable for damage done and will be charged with the costs. Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times.

Floor coverings in the stands are only to be fixed with double-sided adhesive tape (tapes shall be equivalent to tesafix no. 4964).

**The exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by NM or the neighbouring exhibitors affected.**

(c) The use of devices for mechanical reproduction of sound or music is permitted (up to 85 decibels), but must be controlled. Sound of any kind must not be projected outside the confines of the stand. If exhibitors intend to use copyrighted music in their stands, they must obtain music performance rights licenses from a necessary performing rights association. NM is not responsible for the music used by exhibitors, and exhibitor hereby agrees to indemnify, defend and hold harmless NM and each of their respective representatives for any and all claims related to any copyright violations that result from exhibitor's failure to obtain the appropriate license(s).

The exhibitor agrees to comply with these conditions and the terms given in the exhibitor manual and on the exhibition website, including without limitation, the Standards, and the rules and regulations of the show facility. Non-compliance may result in Claims for damages by NM, the exhibition facility or the neighbouring exhibitors affected and may subject exhibitor to the forfeiture of exhibit space and any monies paid on account thereof. NM and the exhibitor facility shall be entitled to hold exhibitor accountable for all risks and expenses incurred in any removal of exhibitor and may exercise any other rights or remedies under applicable law.

### 14. Co-exhibitors

Co-exhibitors are companies who appear on the exhibitor's (= direct exhibitor's) stand and present their own products with their own personnel. All products of co-exhibitors must fulfil the admission criteria of the trade fair and be in line with the exhibition concept. Co-exhibitors are only admissible if they fulfil the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full. Co-exhibitors are subject to the same conditions as the exhibitor. Co-exhibitors will only be fully listed in the official show directory when full payment of co-exhibitors fees / catalogue registration fees has been fully paid. If a co-exhibitor fee / catalogue registration fee applies for the event, NM will invoice these to the direct exhibitor. NM reserves the right to limit the number of co-exhibitors per booked stand.

### 15. Represented companies

A company displaying products on a stand which is booked by another company and not being present with their own personnel is called a represented company. The direct exhibitor is obliged to notify NM of all company names and countries of represented companies on the stand. All products of represented companies must fulfil the admission criteria of the trade fair and be in line with the exhibition concept. Company details of represented company are not fully listed in the show directory.

NM reserves the right to limit the number of represented companies per booked stand.

### 16. Country entry regulations

All exhibitors and their staff are solely responsible to make themselves familiar with the latest entry and visa regulations of the host country of the event.

The refusal of entry or refusal of visa does not constitute a reason for an extraordinary notice of cancellation. Cancellation thereof is governed by clause 7 of the GCP-INTERNATIONAL.

### 17. Exhibitor passes

Each exhibitor will be given free passes according to stand size for his exhibition stand and operating personnel. Detailed information about requirements and the number of passes that will be issued can be found in the exhibitor manual.

### 18. Guards and laws

NM their respective Representatives will not assume any responsibility for an exhibitor's property or personal property of its employees. It is suggested that the exhibitor insures his property against loss and theft.

All federal, state, and local laws, rules, standards, regulations and ordinances ("Laws") including but not limited to Laws relating to copyright, health, fire prevention and public safety, must be strictly observed. All decorative materials, including cloth decorations, must be flameproofed and comply with local fire regulations. Electrical equipment and wiring must comply with fire department and underwriter rules and meet all safety codes. Smoking at the exhibition is forbidden. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations, tree branches or other flammable materials are allowed. See exhibitor manual for additional fire regulations.

If NM becomes aware of or learns of an exhibitor's failure to comply with any applicable laws, that failure to comply shall be cause for rejection or removal of the exhibitor.

NM reserves the right to modify all standards, rules and policies, and to adopt additional standards, rules and policies in its sole discretion. Any such modifications and additions shall be made available promptly to exhibitor and shall be effective immediately upon adoption, and exhibitor agrees to comply with all such modifications and additions.

### 19. Assignment, exhibitor claims, written form

Neither NM nor the exhibitor may assign any of its rights or delegate any of its duties under this agreement without the prior written consent of the other.

All exhibitors' claims against NM or any trade show co-organizer must be made in writing. The statutory period of limitation begins on the last day of the event. Agreements that deviate from these or supplementary terms must be in writing. German law and the German text shall prevail with respect to any claims against NM by exhibitor.

Place of fulfilment and jurisdiction is Nuremberg, Germany. However, NM reserves the right to bring his claims before the court of the place at which the exhibitor has his place of business.