

1. Registration: Placing an order for a stand is done in writing via post, fax or email (scan) using the registration form. By registering the exhibitor accepts the general terms and conditions of the fair organizer as well as the terms and conditions of the Welser Messe International GmbH. The exhibitor is subject to all trade regulations, local and general legal regulations and sets up the exhibition stand according to the rules of engineering.

2. Appreciation: The legal labor and trade regulations, especially the ones concerning fire prevention, accident prevention, company labelling and price labelling need to be adhered to.

3. Approval: The approval of the exhibitors, individual products and commercial sale is determined by the organizer. The organizer is entitled to reject applications without stating reasons for the rejection. Competitive exclusion may neither be requested nor be given. The contract between the organizer and the exhibitor is established with the confirmation of registration or the invoice. The approval granted may be revoked if the requirements are not met or are not met any longer. The organizer is entitled to terminate the contract if the payment has not been made despite two reminders. In this case, a cancellation fee of 25% of the stand rental has to be paid.

4. Change by force majeure: Unforeseen events that render the scheduled carrying out of the fair impossible and do not fall under the organizers responsibility entitle the organizer to

a) *cancel the fair before its opening.*
If cancellation needs to be made more than 6 months, but no more than 3 months in advance of the opening of the fair, 25% of the stand rental costs will be levied to cover costs. If the cancellation occurs in the last 6 weeks before the fair's opening, the fee will increase to 50%. In addition, any expenses that have arisen by the exhibitors initiative must be covered by the exhibitor. In case the fair needs to be closed due to force majeure or official orders, the stand rentals and all costs borne by the exhibitor must be paid in full.

b) *postpone the fair.*
Exhibitors, who can give proof that a postponement causes a scheduling conflict with another previously determined participation at a fair can claim release from the contract. They have to pay the cost contributions mentioned in a).

c) *shorten the fair.*
The exhibitors cannot claim release from the contract. A cost reduction of the stand rental does not occur. In all cases, the organizer will announce such major decisions as early as possible. In any case, claims for damages cannot be made for either party.

5. Rescission: Should the organizer exceptionally grant a withdrawal after the binding registration or after the approval has already taken place, 25% of the stand rental have to be paid as compensation. The application for rescission can only be made in writing. It is only legally effective if the organizer also gives approval in writing. The organizer can make the rescission dependent on whether the stand in question can be leased otherwise. New letting equals to a release from the contract.

6. Allocation of stands: The allocation of stands is made by the organizer according to factors that are influenced by the subjects of the fair, product-oriented divisions or special circumstances (desired stand depths). The date on which the registration was received is not decisive. Special requests are taken into account where possible. The stand allocation takes place via E-Mail along with the last exhibitor information.

The exhibitor must be aware that technical reasons might make it necessary to slightly restrict the allocated stand space. This restriction may not exceed 10 cm in width and depth and does not entitle to a rent reduction. This does not apply to stands explicitly registered as prefab-stands and stand systems. Only compelling reasons can cause the relocation of a stand. In this case, the organizers need to be informed within five days after receipt. The organizer reserves the right to relocate entrances, exits, emergency exits, and passages if compelling technical reasons render it necessary. Changes to the location, size or type of stand must be disclosed with the organizers immediately in writing.

7. Passing to a third party / sub-letting: The exhibitor is not allowed to wholly or partially sub-let, pass or exchange his/her allocated stand without a special written permission to do so. An inclusion to the list of exhibitors does not need to be granted in this case. However, if it is granted, it shall also be charged. The costs for the inclusion of a co-exhibitor are 135€.

8. Joint liability: If several exhibitors rent a stand together, each of them is liable jointly and severally. They have to appoint a joint authorized representative in their registration. The organizer will in turn only negotiate with this contact person. Messages to the representative mentioned in the registration apply to all exhibitors within the collaboration.

9. Costs and rents: The costs of care facilities and other ancillary services such as water, electricity, gas and compressed air which are provided at the request of the exhibitor need to be communicated to the exhibitor in advance if requested.

10. Payment terms: Invoices are to be paid within 30 days after the invoice date. Invoices that were delivered later than four weeks prior to the opening date of the exhibition shall be paid without consideration of a payment period before the construction of the stand, otherwise the use of the stand has to be denied. In the event of a default in payment by the due date the exhibitor will be charged interest for late payment in a bank interest rate. The organizer can reassess not paid or not fully paid stands after a repeated admonition and oral or telephonic notice.

11. Exhibitor IDs / tickets: Every exhibitor will receive three exhibitor IDs from the organizer, which grant free admission during the whole fair. Exhibitors renting a stand sized 25m² or above will receive five IDs, those with a stand size of 50m² or more will receive 8 IDs. Each exhibitor can receive any number of admission vouchers, which can be exchanged for a day ticket. The voucher is only valid if a clear allocation to a exhibitor can be made. The exhibitor is billed for the vouchers as day tickets with a 20% discount after the event has ended.

12. Activities at the stand/noise: The use of music or speaker systems has to be disclosed with the organizer. Noise that can be considered disturbing to neighboring stands can be prohibited by the organizer. The maximum noise level of acoustic or audiovisual presentations at the stand may not exceed 40DBA, measured at the stands borders. If higher noise levels are not immediately readjusted upon the organizers request, the organizer reserves the right to take appropriate measures, including the closure of the stand. Registrations at AKM (office Linz, Phone: 05-0717-14510, www.akm.at) must be carried out by the respective companies by themselves. Exhibitors are responsible for all copyright of images and music used in their promotional activities.

13. Advertising: Promotional material may only be distributed or hung up within the assigned stand. Advertising materials (banners,

flags, signs, etc.) and their mounts may not protrude beyond the rented stand space. The assembly must be done properly. All advertising requests outside of the assigned stand must be paid and disclosed with the event organizer. In case of failure to comply the advertising material will be removed by the organizer at the expense of the originator. The presentation of devices of any kind, also for advertising purposes, can be limited or restricted in the interest of running the fair in an orderly fashion even after permission has been granted. The rules of fair competition are to be complied with. Each advertising activity which hampers or harms the business operations of other exhibitors is not allowed.

In case of unfair competition against other exhibitors the organizer is entitled to immediately close the stand. The exhibitor is liable for both tangible and intangible damage caused by the unauthorized promotional activities and the organizer shall be indemnified and be held harmless. Upon repeated requests for omission the organizer is entitled to pronounce an injunction to leave the property which will be carried out at the expense of the originator.

14. Photography / drawing / filming: The taking of (digital) photographs and filming is prohibited without a written permission throughout the entire fairgrounds. The organizer is allowed to take photographs and film footage of stands or items and goods exhibited at the fair and use them for free publically. The exhibitor waives all defenses and claims to copyright.

15. Privacy policy: By registering for the fair the exhibitor also grants permission to secure, use and publicize the provided data in all print and electronic media of the organizer. Downloading or copying of any kind of our fair data, especially with electronic programs, parsing and/or crawling or the insertion of data and addresses in other databases is strictly forbidden. In case of violation you will be charged a fine of 120,00 EUR per dataset and we will report the offence.

16. Setup: The exhibitor is obligated to complete the setup of the stand on the day before opening. On opening day exhibitors may only do decorating. If the setup of the stand has not begun by 6pm on the day before opening the organizer can make use of the stand as needed. Claims for damages are excluded in any case. Complaints about the location, type or size of the stand must be reported in writing before the start of the setup.

17. Stand design / operation / surveillance: The proprietor of the stand must make his stand identifiable with the exhibitor to anyone for the entire duration of the event. The exhibitor is responsible for equipping the stand(s) which have been set up according to a standardized format. The exhibitors guidelines must be adhered to in the interest of an adequate general appearance. Exhibitors are not in any case allowed to exceed the limitations of the stand.

The height of the stand is limited to a maximum of 3,0m. Logos and company names may only exceed this limitation with permission of the organizer and agreement of neighbouring stand owners. If a system stand is used, it needs to be clarified with the organizer. Only fireproof materials or materials made fireproof (B1Q1 (B1A2)) may be used for the stand. It is not permitted to install objects of any kind on the floor or on the walls by, for example, mechanical means. Stand structures and decorations that are contrary to the style of the event need to be modified or removed upon the order or decision of the organizers. The operation of electrical equipment must meet the appropriate standards and legal regulations (ÖVE / DIN). The general surveillance of the area and the halls is handled by the organizer without liability for loss or damage. Surveillance of individual

stands, even during the setup and dismantling, is the exhibitors own responsibility.

18. Construction of additional floors: For the construction of additional floors 50% markup on the floor rent per m² built over will be charged. Construction of additional floors are only allowed with written consent of the organizer.

19. Vehicle presentations: Vehicles parked in fair venues are to be kept distant from ignition sources. Vehicle batteries must be pinched off or be the main battery has to be turned off outside of the opening hours. The tanks of parked vehicles must be empty, filled with nitrogen, filler caps locked and secured against opening. Exhibitors must ensure that motor vehicles and similar objects cannot be operated from customers and untrained personal by appropriate measures.

20. Safety Equipment: An automatic fire alarm system is installed in the exhibition halls. Only in exceptional cases, after consultation with the technical direction, it is possible to temporarily shut it down! False alarm are to be charged to the originator. The driving in of motor vehicles of all kinds, operation of machinery (e.g. fog machines) and the use of smoke-producing devices is not possible. Emergency exits, escape tunnels and restricted areas as well as access routes have to be kept clear for emergency vehicles! Emergency escape lighting must be visible. Fire alarms, fire extinguishers and fire hydrants – if they are in the vicinity of the fair stand – must not be obstructed. This will be checked during the commissioning before the start of the fair. Fire authority regulations must be adhered to.

21. Use of gas cylinders: The use of liquid gas cylinders of all sizes and kinds is NOT allowed in the exhibition halls according to the local regulations (upper austrian liquid gas regulations)! Use outside of the exhibition halls is only permitted in consultation with the relevant authorities. Gas supply is available on request in Hall 20.

22. Stand care and cleaning: The exhibitor is obligated to occupy the stand during the entire duration of the fair with the declared goods and qualified personnel, unless the stand is rented entirely for representative purposes. The organizer is responsible for the cleaning of the fairgrounds, the halls and the passages. The cleaning of the stand is the responsibility of the exhibitor. Waste is to be avoided and to be separated and disposed properly.

23. Hygiene and food monitoring requirements:

Must be guaranteed by the exhibitor:

- sufficient cooling for perishable food
- protection of the goods stored or offered for sale against dust, dirt, droplet infection,...
- adequate supply of hand washing facilities and washing facilities for equipment; drinking water supply; adequate drainage for wastewater
- sufficient hygiene of the sales personnel

24. Introduction of EU-Origin goods that require monitoring and/or consumption:

EU-origin goods that require monitoring and/or consumption on sale at or consumed during the fair must be registered one week prior to the start of the fair at the local customs office: Zollamt Linz Wels, Dragonerstraße 31, 4601 Wels, Tel: +43 (0) 50 / 233 565, Fax: +43 (0) 50 / 233 5965000

25. Closing time: Please be aware that the halls must be cleared by 7.30pm on exhibition days to ensure optimal security.

26. Dismantling: No stand may be vacated in whole or in part before the end of the fair. The exhibitor is liable for damage to the floor, walls and leased or lent materials.

The stand must be returned in its original state on the following workday. After this date, not fully dismantled stands and exhibited goods that have not been taken away will be removed by the organizer at the expense of the exhibitor and stored under exclusion of liability for loss or damage at a forwarder. Special arrangements can be made in consultation with the organizer.

27. Shuttle transportation / supply trips / parking: Driving on the fairgrounds, into the exhibition halls and parking on the fairgrounds is generally forbidden. During stand setup and dismantling periods and at specific times during the event driving onto the fairgrounds is possible. The organizer is not liable for any damage to parked cars. Illegally parked vehicles will be towed without notification at the expense and risk of the vehicle owner.

28. Liability: The organizer rejects all liability for damages caused to persons or property, in particular damage done to exhibition goods and furniture at the exhibition site, for any reason and by whomever, and for any kind of loss of exhibited goods, even when they were caused by defects in buildings or facilities of the fair. However, this does not apply if the damage has been caused deliberately or through negligence by the organizer or his power of representation. This exclusion of liability concerning all risks is subject to foregoing provision and also applies to the property of third persons. Likewise, the organizer is not liable for damages caused by force majeure, political events or official orders. The organizer may only be liable for personal injuries for which he can be made liable by law.

29. Claims: The organizer bears liability for claims of damage of the exhibitor only by way of gross negligence and is limited to the amount for which the space was rented. Any claims by the exhibitor against the organizer shall be reported immediately, in other exclusion however during seven days after the event, by registered mail to the organizer.

30. Insurance: The exhibitor is responsible for making provision against any risks in the course of their trade fair participation, such as fire, burglary, theft, transportation and liability insurance policies. The organizer assumes no liability for damages arising from the above mentioned sources. The exhibitor is liable to full extent for all damages caused to people and goods within the fairgrounds during the course of his participation. The organizers recommend getting a fair insurance.

31. Information about the sales tax law:

In terms of the sales tax the transfer of stand area to entrepreneurs is regarded as a benefit under the principle of "recipient location principle" (cf. UStR 640 u) according to Austrian law. The provision of stand space to foreign entrepreneurs (EU entrepreneurs are required to provide a valid foreign VAT number) will be invoiced without VAT. The service has to be taxed at the "receivers location" with a reverse charge according to Austrian law. Austrian entrepreneurs and domestic and foreign non-entrepreneurs are charged with 20% sales tax. If foreign exhibitors achieve sales at the fair (direct sale at the fair) these transactions must be declared at the tax office of Graz city, Conrad Conrad von Hötendorfstr. 14-18, 8018 Graz. In this regard, a registration for sales tax purposes at the above-mentioned tax office is required.

32. House rules: For buildings connected to the exhibition area the respective house rules apply.

33. Changes: Agreements that diverge from the organizers general terms and conditions and the terms and conditions of the Messe Wels require mutual written confirmation in order to be legally binding.

34. Place of performance and jurisdiction: The place of performance and jurisdiction is the district court of Grieskirchen.

35. Severability clause: If any provision of this contract in whole or in part, should be or become invalid or if there is a gap in this contract, this shall not affect the validity of the remaining provisions. An appropriate arrangement should replace the invalid provision or fill the gap which, as far as legally possible, should be closest to what the contract parties would have wanted, if they had considered the point.

