

Terms and Conditions

1. Registration

Registration constitutes a legally binding and irrevocable offer on the part of the exhibitor. Registrations with limiting conditions shall not be valid. Deletions, additions, and amendments to the registration form or the Terms and Conditions shall be null and void. Failure to complete any sections of the registration form shall never be construed to the disadvantage of the organizer. By submitting of the registration, the exhibitor fully accepts the Terms of Participation. The Terms and Conditions shall also apply analogously to supplementary services and additional orders, e.g. advertisements in the catalogue/fair magazine, the assembly and dismantling of stands, the rental of equipment, electronic fair guide, power, the providing of electricity, water, telephone and other utilities.

2. Stand Rental

Upon receipt (by mail, fax) of the registration by the organizer, the exhibitor shall be obligated to participate in the fair, subject to acceptance by the organizer. This shall apply to the rental rates quoted on the registration form for the duration of the event. Each square meter or portion thereof shall be included in the calculations. All rental rates shall be understood to be exclusive of value-added tax and other taxes and charges (fees for legal transactions and for termination, etc.). A separate registration fee may be stipulated. The organizer reserves the right to change the commencement and duration of the fair without any claim in connection therewith arising on the part of the exhibitor against the organizer (e.g. cancellation, damages).

3. Permit and space assignment

The organizer shall not be obligated to accept the registration. The decision regarding the granting of a permit to an exhibitor (i.e. acceptance of the registration), as well as the special space assignment, shall be made exclusively by the organizer. The organizer reserves the right to at any time reject registrations for a permit to exhibit, without having to provide justification. The permit, and therefore acceptance of the registration shall be confirmed in writing by the organizer, as will be the space assignment, which may take place at the same time as or after the acceptance of registration. Exhibitors from Austria and abroad whose exhibit goods are in keeping with the theme of the fair may be permitted. Trade representatives and importers may exhibit on behalf of the companies which they represent. In the event that the exhibitor takes part in the fair as representative of a manufacturer, he shall so notify the organizer at the time of registration. The organizer may request that the exhibitor submits an inventory of goods exhibited; in such case the specification of exhibit goods as listed on the inventory of goods shall be a prerequisite for the processing of the registration. Products other than those listed on the inventory of goods shall not be allowed to be exhibited. Used goods of any kind shall not be allowed as exhibit goods at the fair. The exhibitor shall be obligated to exhibit the registered products for the entire duration of the fair, without limitation. Early closing of the fair stand and/or early dismantling of the fair stand shall be excluded. Any infringement of these obligations shall entail claims for damages. The exhibitor shall refrain from exhibiting any form of political propaganda. No legal entitlement to exhibit at any additional fair (i.e. the acceptance of another registration at a fair) shall arise from the acceptance of the registration (i.e. from the permit to exhibit at the fair). Notwithstanding the confirmation of a permit (acceptance of registration) and space assignment, in the interest of the event (the fair) the organizer shall be authorized to assign a space to a location other than that foreseen by the original space assignment, to make modifications to the stand area, to relocate or close entrances and exits to the fairgrounds and the halls, or to undertake other structural changes. In this regard, if the rental rate is reduced, then the difference shall either be credited or refunded to the exhibitor, at the discretion of the organizer. Any additional claims, in particular compensation claims, shall be excluded. If for any reason the organizer cannot make available a stand which has already been assigned, the exhibitor shall be entitled only to a refund of the rent actually paid. Even only a partial assignment of space shall require the express written consent of the organizer and is permitted only in return for payment of a co-exhibitor's lump-sum charge.

4. Withdrawal of Registration

In the event of cancellation (withdrawal) of the registration, the exhibitor shall pay the organizer the following cancellation fees: Up to 6 months before the beginning of the fair, 30 % of the agreed rent; up to 4 months 50 % and within 8 weeks or less before the beginning of the fair, 100% of the agreed rent; in each case plus any taxes, fees, or other additional costs and any costs which have already arisen for technical and other services ordered. The cancellation fee is to be paid as lump-sum compensation, regardless of any fault, in which case the exhibitor waives a reduction of compensation, in particular to a right of reduction by the court for whatever reason, including a claim to favorable settlement. The exhibitor acknowledges that the cancellation fee shall also be payable in the event that the organizer sells or leases the fair stand to a third party. In such case the assertion of any claim for damages which extend beyond the cancellation fee shall remain unaffected. The due date of the cancellation fee, plus any additional payments, shall be as stated on the cancellation invoice.

5. Issuance of invoices and Payment terms

After the time of permit (acceptance of the registration), the exhibitor shall receive an invoice, which shall be paid within four weeks from the date the invoice was issued, in any case in full at latest by 6 weeks before the beginning of the event. Any invoices issued after this date shall be immediately payable. The exhibitor shall be obligated to pay all costs for additional services (intent 1.), due on presentation of the invoices, whereby the organizer shall also be entitled to require advance payments for these services. In any case, an invoice may state different payment terms and dates which are binding on the exhibitor. The punctual payment of the invoices and any registration fee due, as well as the settlement of any amounts still owing from earlier events, shall be a prerequisite for the handing over of the stand assigned. Any complaints regarding the invoice must be made within 8 days after receipt. Thereafter the invoice shall be considered approved, and any complaints received shall be invalid. In the event of a delay in payment, 12% interest per annum shall be agreed, calculated from the due date, in addition to EUR 8 for each letter of reminder, exclusive of value-added tax. The exhibitor shall be obligated to reimburse the organizer for any costs in connection with collection and/or recovery; in such case, the maximum rates therefore shall be agreed pursuant to Regulation BGBl No. 141/1996 or the regulation replacing it, regardless of whether collection proceedings are being carried out by the exhibitor itself or by a third party. The costs of the legal action and execution determined and to be determined by the courts shall remain unaffected by this. The expenses for collection and recovery charged to the organizer by third parties shall in any case be borne by the exhibitor. The exhibitor shall not be entitled to retain the payment of any invoiced amounts due against any counterclaims of any kind, to refuse payment, or to charge such payment against counterclaims. All taxes, fees, and charges, and in particular value-added tax and advertising charges, shall be borne by the exhibitor. All prices given are net.

The exhibitor shall be obligated to pay the registration and internet fee. They include the obligatory standard catalogue entry, the standard entry in the online exhibitor database (with active link), exhibitor advertising material, copyright fees, one parking ticket within the exhibition premises and exhibitor passes according to the stand size.

6. Rescission of the agreement

The organizer shall be entitled to rescind the agreement without prior notice and with immediate effect in the event that the exhibitor does not meet its payment obligation on a timely basis; or in the meantime, bankruptcy proceedings, out-of-court settlement proceedings, or winding-up proceedings take place or are pending against the exhibitor; outstanding claims still exist from previous fairs; or the exhibits are not or are no longer in keeping with the theme of the fair. In these cases, a penalty fee shall be payable by the exhibitor to the organizer in the amount of the cancellation fee set forth in Point 4 herein. The penalty fee shall be paid independent of any fault; the exhibitor waives any reduction in the claim for damages, particularly to judicial restraint on any grounds whatsoever. In the event of the organizer's rescission of the agreement, it shall be within the organizer's discretion to make the assigned stand available without further notice. It shall be sufficient if one of the above described points exists.

7. Force Majeure: Material Cause

If the event cannot be carried on due to force majeure, strikes, political events or other material and economic causes claims for compensation of any kind against the organizer shall be excluded. The organizer shall notify the exhibitor without delay in the event that the fair cannot take place.

8. Sale regulations

At trade fairs, the sale and/or delivery of goods of any kind, including samples, shall be prohibited. At fairs open to the public, the exhibitor shall be permitted to sell goods directly and to effect delivery to the buyer immediately, in compliance with the applicable provisions of law. The exhibitor shall be obligated to not conduct the sale in a loud, conspicuous fashion. Restaurant and catering services will be operated exclusively by the organizer or a business partner of the organizer. Exceptions thereto require the express written consent of the organizer. In the event of any infringement of these Terms and Conditions, after making a prior request on short notice to stop the direct-sale (direct supply) operation or the restaurant (catering) services, the organizer shall be authorized to close down the stand.

9. Exhibitor identification

Each exhibitor shall at no cost receive exhibitor identification passes for itself and its personnel at the stand, according to the stand size, defined by the organizer. Additional exhibitor identification passes may be purchased for a fee.

10. Stand assembly, dismantling, and presentation

The exhibition spaces shall basically not include stand walls and assembly, except by ordering a full package and/or special agreement with the organizer. The exhibitor's stands shall not be allowed to exceed a height of 250 cm (the standard stand height). Greater stand heights shall be possible only after submitting the plans to the organizer and upon written agreement with the organizer; such plans must be submitted to the fair management by at latest 2 months before the beginning of the fair. For possibly double-decker stands, a surface of 50% will be added to the space fee per square meter of the overbuilt surface. Prior to the assembly of such a stand (with the exception of island stands), written consent must also be obtained from the neighboring exhibitor and the proper construction must be confirmed by a civil engineer with Austrian license. For reasons of safety, glass structures shall be allowed only if placed 50 centimeters from the edge of the stand. This regulation, however, shall not apply to safety glass. The use of nails, drills, and glue on PVC-coated walls, which are owned by the organizer, is prohibited. In the event of damages, the invoice shall be calculated on the basis of replacement value. Decoration pens may be used on painted walls, but only if they do not go through to the wall. Painted walls may be covered with wallpaper on the condition that the wallpaper be removed by the exhibitor immediately after the fair. If the wallpaper is not removed, this work will be undertaken by the organizer at the exhibitor's expense. In the event of damages, the invoice shall be calculated on the basis of replacement value. The announced time for assembly and dismantling shall be precisely adhered to. Infringements of these fixed times shall be separately charged for. Stand assembly must begin at latest by 12 noon one day before the beginning of the fair. If the rented area has not been used by this time or no notification has been given, the organizer reserves the right to make the space available for other purposes from this time, without further notice; in such case however, the entire stand rental shall be payable, plus the registration fee. The assembly work must be completed by at latest 6 pm of the final assembly day. Any infringement of the assembly and dismantling times is expressly excluded. In the event of an infringement of the assembly and dismantling times, claims of any kind on the part of the exhibitor against the organizer shall be excluded. In the event of infringement of the dismantling time, the organizer shall be authorized to undertake the clearing of the stand and its storage at the cost and risk of the exhibitor. After dismantling, the original condition of the space is to be restored. Damages which are caused by improper handling shall be reimbursed to the organizer by the exhibitor.

11. Technical stand equipment

General installations for electricity and water shall be carried out solely by contractual partners of the organizer. Electricity, water, and other technical connections shall be possible in return for payment of a fee for connection and use. All electrical equipment, facilities and installations must comply with the regulations of the Austrian Electrotechnical Association and the regulations and requirements customary in Vienna as well as those legally binding for events. Electrical installations shall only be allowed to be installed by licensed electricians. Connection and supervision shall be carried on exclusively by licensed fair electricians. The technical regulations for exhibitors and those building stands shall form an integrated part of this Agreement. Machines being exhibited must be furnished with a CE stamp of approval and comply with the MSV (306) ordinance on machine safety. In the event that machines, safety components, or parts thereof do not conform to the MSV, this must be clearly indicated by means of a visible sign.

Exhibitors must observe the following rules when operating their own WLAN transmitters: The WLAN transmitter (access point) may only be operated on channel 11 (in IEEE 802.11b/g standard). The WLAN transmitter must be switched to the minimum transmission setting possible in order to ensure the broadcast range is limited to the smallest area possible within or beyond the boundaries of the stand. An exhibitor may be denied the right to operate his/her own WLAN transmitter, despite compliance with the above rules, if the operation of technical infrastructure required for

general trade fair activity is affected or restricted, particularly as regards WLAN systems run by the organisers or companies working in association with the organisers. In the case of WLAN systems causing interference with the technical infrastructure required for the trade fair, the organiser reserves the right to take all necessary steps, including the capping of stand supply networks (internet, power supply), to ensure interference free operation of trade fair equipment. Exhibitors are obliged to obey any such instructions given by the organisers. If required the exhibitor shall be instructed to shut down his/her WLAN. Failure to comply with this demand shall result in the costs for the localisation and remedying of the situation being passed on to the exhibitor.

12. Liability and Damages

The organizer undertakes no liability of any kind for theft, for goods exhibited or left behind by the exhibitor or third parties in the event that such goods are damaged or missing; this shall apply in particular to exhibition and stand equipment and furnishings. The organizer shall not be obligated to take out insurance policies of any kind. The organizer undertakes no liability of any kind for vehicles parked on the fairgrounds by the exhibitor, its employees, or its business partners. The exhibitor shall be liable for any damages to persons or things which are caused by it, its employees, or its business partners or by its exhibit objects and equipment. The organizer shall be indemnified and held harmless. During assembly and dismantling, each exhibitor has an increased duty of care for the safety of his goods. Valuable and easily moveable exhibit goods are to be removed from the fair stand during hours when the fair is not open (particularly at night) and kept in safekeeping by the exhibitor itself at his own risk. The organizer shall not be liable for damages to health or property or other damages of any kind which may be incurred on the part of the exhibitor, its personnel, or third parties for whatever reason in connection with the preparation, carrying on, or completion of an exhibit. The organizer shall not be liable for any lost profits. This exclusion of liability shall also apply in the event that damages are caused by defects to the buildings or equipment of the organizer. The organizer shall in general assume liability only when damages have been brought about by it or its personnel intentionally; in such case the party which has incurred the damage must produce evidence thereof. The exhibitor shall not be able to derive claims of any kind against the organizer from the act or failure to act on the part of other exhibitors, their personnel, or their business partners. The exhibitor shall lodge complaints concerning any defects promptly and in writing and shall give the organizer the possibility of removing the defect, otherwise the exhibitor waives any rights in respect to these defects. Any claims on the part of the exhibitor must be submitted to the organizer immediately; otherwise they shall be considered invalid. No liability shall be assumed for incorrect inclusions or entries in the official fair catalogue and/or other printed materials related to the fair (typographical errors, syntactic errors, incorrect order, omission, etc.). The organizer shall not receive certain shipments on behalf of the exhibitor, and shall assume no liability for possible losses, or for incorrect or late delivery thereof. The fair's forwarding agent shall store exhibit goods and packing materials at the cost and risk of the exhibitor. It shall be forbidden to spend the night in the halls or the grounds.

The stand rental shall not include insurance for objects brought in to the fair stand, the stand itself, and all other fair equipment. If an insurance policy is taken out with the organizer or an insurance company, the separate written terms and conditions related to the insurance policy shall apply.

13. Advertising Materials of the Organizer

Each exhibitor (including any co-exhibitors and sub-exhibitors) shall be obligated to be included in the fair catalogue and/or fair magazine published. The minimum entries, as set forth in the catalogue form, shall be made at the cost of the exhibitor even if an explicit order in this regard has not been made by the exhibitor. The organizer shall make published advertising materials available to the exhibitor upon its request under the terms and conditions (i.e. prices) given. The exhibitor shall thereby be given the possibility of making its customers aware of its participation in the event and inviting them (e.g. with stickers and invitation cards).

14. Exhibitor's Advertising at the Event Location

Transmissions from the site and advertising in visual, sound, or written form on behalf of companies other than the exhibitor shall require the express written consent of the organizer. Banners, company signs, advertising inscriptions, and other advertising materials shall not be placed or dispersed outside the exhibition stand, extend out into walkways, or exceed a height of 250 cm. The placing of advertising signs, posters, or other advertising materials outside the stand, in particular the parking areas, as well as the distribution of advertising material, shall be permissible only after separate agreement with the organizer, to be billed separately. In the event of unfair advertising vis-à-vis other exhibitors, the organizer is authorized to immediately close the stand; in such case a reduction of stand rental and other costs shall be excluded.

15. Distribution of Advertising Materials, Retail Trading, Samples

The distribution of advertising materials, samples, printed material and other means of advertising as well as retail sales may be effected only within the stand allocated. All off-stand advertising activities are chargeable and require official permission, and are to be conducted exclusively in the foyers, linking passageways and open-air exhibition space. Outside companies are not permitted to conduct opinion polls within the exhibition premises. The sale of goods or services by the exhibitor or by a third party traceable to the exhibitor is prohibited on the exhibition premises unless the organizers give their express written authorization, even if payment for the goods or services is not made during the fair but at a later date. Failure to comply shall result in the exhibitor being obliged to reimburse to the organizers all costs, fees and taxes (in particular entertainment tax) arising or becoming due in connection with this violation, regardless of fault. In the event of violation by several exhibitors, such exhibitors shall be jointly liable for the said costs, fees and taxes. The distribution of samples against charge is subject to permission by the organizer. The free distribution of samples is permitted.

16. Special Events and Presentations

All types of special events and presentations at the stands or the fairgrounds shall require the written permission of the organizer. Regardless of prior permission granted, the organizer shall be authorized to limit or prohibit presentations which cause noise, dirt, dust, the emission of gases, etc. which impair the orderly proceeding of the fair through any other type of disturbance. Flashing signs at the fair stand are prohibited. The use of gases and vapours (dry ice, etc.) is subject to the issue of a permit (the halls are equipped with fire alarm facilities, and the costs of false alarms resulting in the fire brigade being summoned will be charged to those responsible). Application for laser systems must be submitted to: City of Vienna Department (Magistratsabteilung) 36, Dresdner Strasse 75, A-1200 Vienna. Tel: (+43 1) 4000-99 922 83. Sound or audio-visual presentations at the fair stand must be designed in such a way that any sound measured at the edge of the stand shall not be allowed to exceed 70 dBA. If despite the request of the fair's management, a level of sound greater than that permitted is not immediately eliminated, the management reserves the right to take appropriate measures including, if necessary, the closing of the stand. Registrations with the AKM (the Austrian artists' association) must be made by the individual company itself.

17. Installation of Amusement Machines and Juke Boxes

Equipment whose operation can result in winnings of money or goods, or where the

prize depends on luck, e.g. amusement machines, slot machines for peep shows, jokes or games of skill, and machines which display players' results, must be registered for amusement tax before the start of the fair. In addition to this, six weeks prior to the start of the fair an application must be made for a license for the fair stand. Not until a license has been issued may the equipment be operated. The council department responsible for applications is: City of Vienna Department (Magistratsabteilung) 4/7, Eberndorferstrasse 2, A-1010 Vienna. Tel: (+43 1) 4000 86385. The exhibitor shall indemnify and hold harmless Reed Messe Wien GmbH with respect to the operation of such equipment.

18. Films and Photographs

The organizer shall be granted the right to take photographs and to film on the fairgrounds and to use the resulting images for its own publications or general publications. In this regard the exhibitor shall waive the right to any and all objections arising out of industrial property rights, in particular copyright law and the law on unfair competition (UWG). Outside of its own stand, the exhibitor shall not be permitted to make or have made films, photographs, drawings, or other pictures of exhibited things and exhibited goods.

19. Cleaning

The organizer shall look after the cleaning of the premises and the walkways in the halls. The exhibitor shall be obliged to clean its own stand area. Upon the request of the exhibitor and at its own cost, cleaning companies admitted by the organizer shall undertake the cleaning of the stand. Packing materials and refuse which the exhibitor disposes of in the walkway or places on the side shall be removed at the cost of the exhibitor. The disposal of special waste must be arranged for by the exhibitor itself.

20. Transportation and Parking

It shall be forbidden to drive in the fair halls with motor vehicles of any kind. In the case of special transport vehicles, written permission is to be promptly obtained from the organizer. As of the end of the assembly period all vehicles, without limitation, shall be removed from the entrances, driveways, fire lanes, and parking spaces for the press. During the fair, trucks weighing over 3.5 tons shall not be allowed to be parked in the parking areas. Any infringement of this provision shall entail a case of unlawful disturbance, in which case the organizer shall be free to have the unlawfully parked vehicles towed at the owner's expense.

21. Stand Security

During the fair (including assembly and dismantling), the organizer shall undertake to provide security for the halls (external surveillance of the exhibition halls and hall entrances and periodic patrolling of the halls by security personnel). The exhibitors shall have no legal right to demand that the organizer provide it with separate security personnel for its stand (theft security). Additional security personnel for individual stands shall be hired separately by the exhibitor and billed directly to the hired firm. Dates of any separate security company hired by the exhibitor during the opening times shall be notified to the organizer in writing. The hired use of outside security companies to monitor the stand at other times, must be permitted in advance and in writing by the organizer.

22. Right of Lien

With regard to all outstanding claims of the organizer against the exhibitor, the organizer shall have a contractual and legal right of lien to the objects brought into the stand by the exhibitor and all equipment at the stand. The institution of court proceedings shall not be required in order to exercise this right. In cases of recourse to this right of lien, the objects brought in to the stand and the stand, including equipment, may be removed and stored at the cost and risk of the exhibitor, without prior notice. The organizer shall be authorized to sell these objects at market prices (and conditions) and to credit the proceeds against the outstanding amounts.

23. Infringement of these Terms of Participation or of the Law

These Terms of Participation, all special notes in the service folder, provisions, rules and regulations as well as the applicable provisions of law, and the regulations of the authorities regarding events shall be strictly adhered to. In particular, this includes all legal provisions with regard to fire protection, all provisions of trade law and local police regulations, as well as house rules. Actions ordered by representative of the authorities shall be carried out immediately by the exhibitor and at its own cost. In the event of the failure to comply with or violation of these Terms of Participation, the contractual agreements, and the house rules, as well as the infringement of legal provisions (in particular the Order of the Vienna City Council of 29 December 1949, MA 7-4050/49 as amended) or provisions (ordinances) of the authorities, the organizer shall be authorized to immediately close the assigned stand at the cost of the exhibitor, and to effect removal without court proceedings. The orders and instructions of the organizer and those appointed by it shall be unconditionally obeyed by the exhibitor, its personnel, and its business partners. This shall apply in particular to the parking areas for the fairgrounds.

24. Data Protection

Declaration of Agreement according to the Data Protection Law:

The exhibitor authorises the use of details provided by him/herself in the registration form (exhibitor details) in the database of the organizer respectively economic bodies affiliated to him for the marketing of events organised by the three aforementioned companies. These exhibitor details may also be passed on to the media and associate companies listed under partners/mediapartners for purposes connected to the trade fair. This agreement can be revoked at any time and making any further use of such data inadmissible.

Declaration of Consent according to the Telecommunication Laws: From this point on the exhibitor consents, subject to withdrawal of consent at any time, to the receipt of information via e-mail from the organizer respectively economic bodies affiliated to him.

25. Written Form, Common Law

Amendments, supplements, and additions are required to be in writing in order to be valid. This shall also apply to the abandonment of the requirement of written form. Oral collateral agreements shall be invalid. The exhibitor can not derive rights of any kind from prior events or agreements.

26. House Rules of the Operator

The exhibitor agrees herewith to obey the House Rules by the operator of the Messecenter Vienna, Reed Messe Wien GmbH., approved by Magistratsabteilung 35 Ref. no. MA 35-V/2-18216/28/85 of 5 March 1987 as per § 22 of the aforementioned by-laws. The House Rules are posted at the entrance area of Messecenter Vienna and can be provided in written upon request.

26. General Provisions, Court Jurisdiction, and Place of Performance

This Agreement shall be governed exclusively by the laws of Austria, except the conflict of law rules. The legal jurisdiction and place of performance for both parties shall be Vienna. The invalidity of individual provisions contained herein shall not affect the validity of the other provisions, and therefore shall not affect the validity of the Agreement as a whole.