

Special Conditions for Participation in the trade fair it-sa 2019

1. Venue, duration, opening hours

Venue:	Exhibition Center Nuremberg	
Duration:	Tue 8 – Thu 10 October 2019	
Opening hours:	Tue 8 + Wed 9 October 2019	9:00 – 18:00 daily
	Thu 10 October 2019	9:00 – 17:00

2. Organizer

NürnbergMesse GmbH
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www.it-sa.de
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CEOs: Dr. Roland Fleck, Peter Ottmann
Registration Number HRB 761 Nürnberg
Chairman of the Supervisory Board: Albert Füracker, MdL
Bavarian State Minister of Finance, Regional Development and Regional Identity

3. Contractual terms

The terms for participation in it-sa 2019 are the Special Conditions for Participation in the Trade Fair it-sa 2019, the General Conditions for Participation (including supplementary agreement) in Fairs and Exhibitions, the NürnbergMesse site regulations, the organizational (e.g. exhibitor information), technical (e.g. Online ExhibitorShop) and other conditions notified to the exhibitor before the exhibition begins. If NürnbergMesse provides additional exhibition services through a ServicePartner in response to a separate order, the general terms and conditions of business of the respective ServicePartner shall prevail over these Special Conditions for Participation in case of discrepancies.

4. Admission/Stand space confirmation

See item 2 of the General Conditions for Participation in Fairs and Exhibitions. Cancellation after receipt of the stand space confirmation is governed by item 7 of the General Conditions for Participation in Fairs and Exhibitions.

5. 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 (see website) 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.

6. Rental in exhibition halls per m² stand space

up to 30 m²: EUR 340/m²
each additional m²:

In-line stand	(1 side open)	EUR 190/m ²
Corner stand	(2 sides open)	EUR 208/m ²
Peninsula stand	(3 sides open)	EUR 240/m ²
Island stand	(4 sides open)	EUR 260/m ²

Minimum stand space is 6 m².

The type of stand allocated depends on planning; an entitlement to a certain type of stand does not exist.

Rental includes:

- Stand space
- General guarding of the exhibition halls
- Free exhibitor, assembly and dismantling passes (see item 13)

An administrative fee of EUR 0.60 per m² of stand space in exhibition halls will be charged and remitted to the AUMA (Association of the German Trade Fair Industry). The waste disposal service during the event costs 1.50/m² and covers the disposal of waste produced by the exhibitor on his stand during the exhibition. The waste disposal service is charged per meter up to a stand space of 500 m²; no further charge is made for additional space. The waste disposal service during assembly/dismantling must be ordered extra if the exhibitor does not arrange his own waste disposal. Waste is disposed of in accordance with the Technical Regulations.

7. Complete rental stand it-sa

For details see page C of application form.

All charges per m² of stand space in addition to rental charge for stand space in exhibition halls (see item 6). All pictures are exemplary pictures.

Rental includes:

- Hire of complete stand: One of the three models of stand available can be selected on the enclosed order forms.

You will find further models at www.standconfigurator.com.

The organizer is responsible for assembling and dismantling the complete rental stand.

The complete rental stand and its fittings must 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.

The basic type of complete rental stand can be fitted out additionally in the same system at extra cost.

Respective orders can be carried out in the Online ExhibitorShop.

8. Payment conditions

Exhibitors may be charged an advance payment of 25% of the expected stand space rental on **confirmation of the application**.

The full stand space rental less the advance payment will be charged to exhibitors on **confirmation of the stand space**. The advance payment will be reimbursed in case of non-confirmation of the stand.

Any payments are due by the date shown on the respective invoice. Invoices are payable in full. All payments are to be made in EURO 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 for which the exhibitor is responsible, NürnbergMesse may charge a processing fee of EUR 50.

An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The exhibitor is to provide proof of payment.

The exhibitor agrees to transmission of invoices by the organizer via e-mail (electronic billing). If the exhibitor does not wish to use electronic billing, he or she can object in writing or in text form.

9. 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 the organizer.

10. Modification

The organizer reserves the right to cancel, postpone or relocate the exhibition, to shorten or lengthen the exhibition, or for technical, official or other in the opinion of the organizer compelling reasons to assign the exhibitor another space or to modify and reduce the size of the space. See item 3 of the General Conditions for Participation for details.

11. Assembly and dismantling, passes

Assembly:	Sat 5 – Sun 6 October 2019	7:00 – 22:00 daily
	Mon 7 October 2019	7:00 – 20:00

Exhibition stands to be assembled by the exhibitor himself for which assembly has not commenced by 15:00 on Monday, 7 October 2019, will be decorated by the organizer, if they cannot be otherwise disposed of. Costs incurred will be charged to the exhibitor.

Dismantling:	Thu 10 October 2019	17:00 – 24:00
	Fri 11 October 2019	0:00 – 19:00

Access to the halls during assembly and dismantling times is only permitted on display of special passes, which are not valid during the exhibition.

12. Stand design

The exhibitor is responsible for the stand equipment and design of stands assembled by the exhibitor. **Transparency is the most important aspect of stand design**. All open sides of the stand must be freely accessible. This means that at least **50%** of each gangway side must **not be obstructed by structures or fittings**.

The minimum height is 2.50 m.

The backs of stand partition walls, advertising carriers or other design elements facing neighboring stands and exceeding a height of 2.50 m must be white, clean, show no signs of damage, and not contain any text or graphics.

Special Conditions for Participation in the trade fair it-sa 2019

(Continued)

The organizer reserves the right to issue further instructions concerning stand design. Stand partition walls (fiber board) provided by the organizer may only be treated with water-soluble adhesives and only painted if they have first been wall-papered. Wallpaper or other wall claddings must be removed by the exhibitor after the event, otherwise the stand partition walls will be cleaned at the cost of the exhibitor. 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 other way. The exhibitor is liable for damage caused and will be charged with the costs. Any pillars, installations and fire-fighting equipment within the stand area 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 (solvent-free adhesive tapes only: tesafix no. 4964).

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

13. Exhibitor passes

Each exhibitor will be given free passes according to stand size for his exhibition stand and operating personnel: 4 passes for up to 20 m² stand space, plus 1 pass for each further part of 10 m². Any additional exhibitor passes needed can be purchased for entitled persons at a price of EUR 25 each including VAT at the statutory rate.

14. Marketing-Services for exhibitors (= direct exhibitors)

The organizer provides each exhibitor with following Marketing-Services (you will only be able to benefit from all our promotional activities if you send us your presentation information by **26 August 2019**):

- Entry of exhibitor's company name and stand number in the **exhibition guide** (issued free to all visitors).
- Display of exhibitor's **press releases** in the press center
- Provision of **sample letter** for your visitor marketing
- **Advertising material package (upon request)**
 - 100 printed admission vouchers (with imprint of company name and stand number of exhibitor)
 - 200 visitor brochures
 - 300 printed advertising stickers
- **E-Code** for free 1-day ticket for your customers (unlimited)
- **Online banner** (with your stand number)
- **Voucher monitoring**
- The organizer provides an **entry in exhibitors and product database** on www.it-sa.de for each exhibitor. This entry is activated approximately one year – including after the exhibition – and includes the following services:
 - Entry of **company name, address, hidden e-mail address and logo**
 - Presentation of **5 products or services** with one photo, one film and one text of maximum 4,000 characters per product or service
 - Possibility of continuously marking 5 products or services as **new products**
 - **Company profile** (maximum 4,000 characters)
 - **Link** from the exhibition website to the exhibitor's website. The exhibitor connects a return link.
 - Entry of company name and stand number in the **online floor plans**
 - Possibility of continuously updating the Internet entry
 - **All-year-round support** by the Internet editing team

The exhibitor agrees to purchase the marketing services at a price of EUR 750. This will be charged together with the stand rental. No reduction in price can be granted if only parts of the package are used.

15. Co-exhibitors

Co-exhibitors are companies which appear on the exhibitor's (direct exhibitor's) stand and present their own products with their own personnel. Their independence must also be recognizable without physical separation. Co-exhibitors are only admissible if they fulfill 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.

16. Marketing-Services for co-exhibitors

The organizer provides Marketing-Services with the following services for each co-exhibitor who is properly registered and has paid the co-exhibitor's fee:

- 2 exhibitor passes
- Entry of co-exhibitor's company name and stand number in the **exhibition guide** (issued free to all visitors).
- Display of co-exhibitor's **press releases** in the press center
- Provision of **sample letter** for your visitor marketing
- **Advertising package (upon request):**
 - 100 printed admission vouchers (with imprint of company name and stand number of exhibitor)
 - 200 visitor brochures
 - 300 printed advertising stickers
- **E-Code** for free 1-day ticket for your customers (unlimited)
- **Online banner** (with your stand number)
- **Entry in exhibitors and product database** on www.it-sa.de – approximately one year activated (included services see item 14)
- **Voucher monitoring**

The Marketing-Services are included in the co-exhibitor fee of EUR 1,100. No reduction in price can be granted if only parts of the services are used.

17. Exhibitor claims, written form, place of fulfillment, jurisdiction

All exhibitor claims against the organizer must be made in writing. The statutory period of limitation begins on the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in writing. German law and the German text shall prevail. Place of fulfillment and jurisdiction is Nuremberg. However, the organizer reserves the right to bring his claims before the court of the place at which the exhibitor has his place of business.

General Conditions for Participation in Fairs and Exhibitions

As per May 2018

In case of disagreement, the Special Conditions for Participation shall have priority over the General Conditions for Participation.

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 the organizer 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 the organizer, 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 organizer. 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 2 weeks of receipt. A legal entitlement to admission does not exist. If the number of suitable applications received by the organizer before the application deadline exceeds the amount of space available, admission will be decided at the discretion of the organizer. The organizer 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 the organizer or settle them punctually may be excluded from admission.

3. Allotment of space

Allotment of space will be made by the organizer in accordance with the product groups and arrangement of the event concerned and 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.

The organizer 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 the organizer.

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 the organizer.

5. Co-exhibitors

The use of the stand space by another company with its own products and personnel (co-exhibitor) requires a separate application of the direct exhibitor and a confirmation of the application by the co-exhibitor itself as well as an admission by the organizer. Admission of one or more co-exhibitors is subject to a special fee.

Responsibility for ensuring that co-exhibitors fulfill all their commitments shall rest with the principal exhibitor, if applicable, in addition to the co-exhibitor.

Apart from telephone number, fax number and e-mail address further personal data of the co-exhibitor will be recorded for the application. Additionally structural data of the co-exhibitor will be checked and recorded. By the application of the co-exhibitor the direct exhibitor grants to be ordinary enabled or enabled enough to lodge the data.

6. Stand rental, lien

Stand rentals and terms of payment are shown in the Special Conditions for Participation.

Payment of the stand rental must be made in accordance with the dates laid down before the allotted space may be occupied. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing.

The organizer is entitled to exercise his 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

If the exhibitor withdraws his application, cancels part of the stand space or does not participate in the event, the organizer is entitled to use the hired stand space or the cancelled part of the space for other purposes and relet to third parties.

If the exhibitor possesses no mandatory withdrawal or termination right, he still remains obliged to pay the following cancellation fee on cancellation or partial cancellation after admission has been confirmed:

- up to 90 days before the start of the event 50%
- up to 30 days before the start of the event 80% and
- less than 30 days before the start of the event the full amount of the agreed rental for the cancelled stand space.

In each of the above cases, the exhibitor retains the right to prove that the organizer has saved costs not considered in the deduction and has benefited as a result of the cancellation, partial cancellation or non-participation. If other free spaces of the size let to the exhibitor are still available for the event, the exhibitor may not normally claim that the organizer has benefited from reletting the stand space or part of it or using it for other purposes, especially in terms of the rental obtained.

8. Cancellation of admission

The organizer is entitled to cancel confirmation of admission and relet the space elsewhere in the following cases:

- The stand is obviously not occupied in good time, i.e. at least 24 hours before the official opening of the event.
- The exhibitor fails to pay the stand rental at the agreed time and allows a period of grace granted by the organizer to lapse 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 the organizer receives knowledge of grounds which would have justified exclusion if they had been disclosed earlier.
- The exhibitor infracts the organizer's site regulations.

The organizer 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. The organizer also reserves the right to assert claims for damages. If the exhibitor cancels the order for rental exhibition stands and/or other services, the following cancellation fee is payable based on the value of the order.

- 90 days to 15 days before start of assembly (see Special Conditions for Participation) of the event 25% of the order value
- 14 days to 1 day before start of assembly (see Special Conditions for Participation) of the event 80% of the order value
- the full amount is payable from the start of the assembly period.

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