

# Conditions of Participation Special Section



interzum  
Cologne, 25–28 May, 2011

## 1 Organizers, Event, Venue, Dates

interzum 2011 is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

**It will take place at the Koelnmesse exhibition grounds from Wednesday, 25th May to Saturday, 28th May 2011.**

### 1.1 Opening times

For exhibitors, daily from 08:00 a.m. to 7:00 p.m.

For visitors, daily from 09:00 a.m. to 6:00 p.m.

### 1.2 Stand construction and dismantling

Stand assembly in Halls 6–9 can begin on Thursday, 12th May 2011 at 10:00 a.m. For Halls 4, 5 and 10, the start of assembly is Monday, 16th May 2011, at 10:00 a.m.

Construction must be completed by no later than 6:00 p.m. on Tuesday, 24th May 2011. The aisles must be completely cleared by this time.

Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 6:00 p.m. on Saturday, 28th May 2011. Admission for dismantling personnel: from 6:00 p.m. Trucks will be permitted to enter from 8:00 p.m.

Dismantling of all stands and exhibits must be finished by 6:00 p.m. on Wednesday, 1st June 2011.

## 2 Eligibility to participate

### 2.1 Exhibitors

Only manufacturers that are entered in the commercial register or in the Handicrafts Register are permitted to participate at interzum. Such producers must exhibit products that correspond to the focus of the event (see the List of Goods). You may only participate as an exhibitor when the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.

As a trade representative, sales company, association and importer, you can exhibit for the companies you represent insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits.

Koelnmesse also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand.

Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter.

All exhibited products and services must correspond to the focus of the event. See the accompanying List of Goods, Form 1.30. The products must be new ex-works. Products and services that do not correspond to the List of Goods and used products may not be exhibited or offered.

### 2.2 Co-exhibitors

The participation of co-exhibitors and / or additionally represented companies at interzum is possible. A special application and an acceptance by the organiser are required for the use of the stand area by a co-exhibitor (see Point V of the General Conditions of Participation).

### 2.3 Visitors

interzum is open to trade visitors only. Permitted visitors are members of decision-making bodies and the responsible persons from the furniture production and interiors segments.

## 3 Participation fees and other costs

### 3.1 Participation fees

As an exhibitor, the following costs will apply to you:

If registered...	Participation fees on or before 31st May 2010	Participation fees From 1st June 2010
Terrace stand (open on one side)	€126.00 per m <sup>2</sup>	€136.00 per m <sup>2</sup>
Corner stand (open on two sides)	€128.00 per m <sup>2</sup>	€138.00 per m <sup>2</sup>
Two-corner stand (open on three sides)	€130.00 per m <sup>2</sup>	€140.00 per m <sup>2</sup>
Island stand (open on four sides)	€130.00 per m <sup>2</sup>	€140.00 per m <sup>2</sup>

**The participation fee does not include the provision of stand partition walls or other special construction elements.**

The stand costs cover the rental of the exhibition space for the entire trade fair, including the stipulated construction and dismantling periods; a specific number of exhibitor and work passes; the use of all technical and service facilities in the trade fair halls; advice from Koelnmesse experts on organization, advertising and publicizing your company's presentation; complimentary advertising materials for your own advertising activities; provision of rooms for press conferences; press contact service. For two-storey exhibition stands, the actual allotted area in the second storey after the technical inspection has been carried out is calculated at 50 per cent of the price per m<sup>2</sup> of floor area.

### 3.2 AUMA fee

The Association of the German Trade Fair Industry (AUMA) charges you a fee of 0.60 euros per m<sup>2</sup> of exhibition space for representing your interests. Koelnmesse will calculate and collect the fees in the name of, and on the account of, AUMA.

More detailed information is available at [www.auma-messen.de](http://www.auma-messen.de).

### 3.3 Energy costs

A proportional flat-rate energy fee of 6.00 euros per m<sup>2</sup> of occupied stand area will be charged.

### 3.4 Down payment for services

Koelnmesse and Koelnmesse Service GmbH are entitled to collect an adequate down payment for the services provided at an event (e.g., electricity and water supplies, media services etc.). The amount of the down payment for services is based on the services invoiced at the previous event. For exhibitors that did not take part in interzum 2009, the down payment amounts to €523.00.

A separate invoice will be drawn up for the services provided after the trade fair is over; the down payment will be credited towards this amount. Invoice amounts are payable immediately upon receipt. If the down payment exceeds the amount charged for services provided, the excess amount will be paid back to the exhibitor. Exhibitors are not entitled to have interest paid on their down payment.

### 3.5 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Conditions of Participation / Item 2 of the Special Section), a co-exhibitor fee of €300.00 per company will be charged. The price of inclusion in the Media Package is not included in this fee (see Item 7). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

### 3.6 Catalogue

Entry in the Media Package "Catalogue/Internet/Matchmaking" is obligatory and costs €249.00 (see Item 7).

### 3.7 VAT

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

### 3.8 Reimbursement of VAT

Foreign exhibitors (proprietors) may receive a refund of the VAT paid with the invoice as long as they fulfil the legal requirements. The VAT reimbursement service (subject to a fee) is offered by Koelnmesse Service in conjunction with G-VAT (Form M.13 in the Service Package). Alternatively, send your refund claim directly to the Bundeszentralamt für Steuern, Dienstsitz Schwedt, Passower Chaussee 3 b, 16303 Schwedt/Oder, Germany. Tel.: +49 228 406-1200, Fax: +49 228 406-2661, e-mail: vorsteuervergütung@steuerliches-info-center.de, www.bzst.bund.de.

### 3.9 Cost in the event of non-participation

#### 3.9.1 Prior to receipt of acceptance / stand area

You can revoke your registration by means of a written declaration until you receive the admission / stand confirmation.

#### 3.9.2 After receipt of acceptance / stand area

As a rule, the contractual relationship can no longer be terminated once the admission / stand confirmation has been received. The regulations contained in Item II of the General Section of the Conditions of Participation apply. In the event of non-participation, companies that have registered for a trade fair must pay compensation amounting to 25% of the participation fee (at least €750.00), provided the reserved stand area can be rented to a third party.

If you have already rented a stand area and also ordered stand construction (a so-called package) from Koelnmesse Service GmbH, then it is only possible to revoke the stand construction order until 6 weeks prior to the official start of construction. The date on which Koelnmesse Service GmbH receives the exhibitor's declaration is the criterion for determining if the deadline has been met. If the declaration revoking the order is received after the deadline, Koelnmesse Service GmbH is entitled to demand payment of the costs for the dismantling of the respective stand from you. These costs amount to 100% of the agreed fee in the event of a cancellation during the construction of the stand, 50% of the agreed fee in the event of a cancellation within 3 weeks prior to the start of construction, and 30% of the agreed fee in the event of a cancellation within 4 weeks prior to the start of construction.

In a case where the stand construction has been ordered independently of the registration of a stand area, the provisions of the corresponding order form of Koelnmesse Service GmbH, Form S.12 shall apply in the event of a cancellation of this order.

## 4 Stand sizes and construction

### 4.1 Stand size

The minimum stand size is 12 m<sup>2</sup>.

Please note that hall pillars and other fixed construction elements may be present in any part of the rented stand area. The participation fee will be calculated according to the exact dimensions of the stand area allocated. Trade fair partition walls for dividing the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee by using Form S.10 from the Service Package (enclosed with the stand area confirmation).

This fee does not include stand construction.

Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

### 4.2 Responsibility

All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, insofar as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction and design of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons working for him/her to make sure they adhere to the regulations.

### 4.3 Maximum stand height

The maximum permissible stand height is set at 4.50 m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present. Higher stand heights of up to 6.50 m are permissible in Halls 6–9 if special permission is granted.

As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for one-storey stands that do not exceed the permitted height. **All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required.** Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and at least 6 weeks before the event commences.

These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

### 4.4 'Approved' endorsement

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, also for this reason, refuse to provide the notice of approval. The exhibitor is also aware of the fact that in exceptional cases — at his/her behalf and on his/her account — the stand construction documents must be submitted to the responsible authorities for scrutiny.

Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be immediately responded to. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

#### 4.5 Form of stand

The following terms are used for the stand forms:

Terrace stand:	one side open
Corner stand:	two sides open
Two-corner stand:	three sides open
Island stand:	four sides open.

If at all possible, Koelnmesse will try to provide the stand in the desired form. Deviations in the form of the stand do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

The stand must be constructed to comply with the form of the stand confirmed. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space.

Banners and company signs are not permitted to encroach into the aisles.

Koelnmesse Service GmbH also offers a completely outfitted turnkey stand system. You can place orders at the Koelnmesse Service Portal.

## 5 Exhibitor and work passes

### 5.1 Receipt and exchange of the passes

Each exhibitor receives free of charge and valid for the period from the first day

on which construction work begins to the final day of dismantling:

- Two passes for a stand of up to 10 m<sup>2</sup>
- Four passes for a stand of up to 20 m<sup>2</sup>
- One additional pass for each additional 10 m<sup>2</sup> or part thereof up to a stand size of 100 m<sup>2</sup>
- One pass for each additional 20 m<sup>2</sup> or part thereof.

The passes are sent together with the invoice for your stand.

If more exhibitor passes are needed for stand personnel, they can be requested from the Koelnmesse Service Portal for a fee.

If stand personnel change during the event, you can exchange a used pass (bearing a name) one time and free of charge for a new pass. Passes are issued in the Exhibitors' Office in the Service and Information Center North.

You will also receive free passes that allow your personnel access to the fair grounds during the construction and dismantling periods. These passes are only valid up to the start and after the end of the event. They do not entitle the holders to enter the grounds during the event.

These passes will also be sent together with the invoice for your stand rental fee.

### 5.2 Return of Passes

Exhibitor and work passes that were paid for but not used can be returned to Koelnmesse until the last day of the trade fair for a refund of the fee. Transferring a pass to a third party — whether sold or given free of charge — is not permitted and represents a severe violation of the Conditions of Participation, in accordance with Item VI of the General Conditions of Participation.

## 6 Rules on selling

In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag.

This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

## 7 Media Package (Form 2.10)

### 7.1 Elements of the Media Package

Koelnmesse offers its exhibitors a Media Package for its events. The Media Package consists of the following elements (status at time of going to press):

- One entry in the alphabetical list of exhibitors (printed catalogue)
- Two entries in the product group list (printed catalogue)
- Entry in the online catalogue with company name, address, stand location, website and e-mail address, and all product groups you indicated in Form 1.30
- Entry and activation for interzum Online Matchmaking with all product groups indicated in Form 1.30
- Activation for the interzum online schedule planner
- One entry in the online route planner
- One entry and image in the Mobile Exhibition Guide (M.E.G.): Company name, address, stand location, website and e-mail address and all of the product groups you marked in Form 1.30

The printed catalogue includes an alphabetical list of companies, a list of goods and advertisements. The printed catalogue is therefore an important, up-to-date reference work for all interested trade representatives that remains useful even after the event has come to a close.

### 7.2 Costs for inclusion in the Media Package

Each participating company, co-exhibitor and additionally represented company must be listed in all of the directories of the Media Package. A fee of €249.00 is charged for this service.

If the exhibitor fails to submit Order Form 2.10 before the deadline, entries in the Media Package are based on the information given in Form 1.10 or Form 1.20 and are subject to a fee. Late submissions will be included in the supplement to the catalogue at the exhibitor's expense.

### 7.3 Responsibility

The Media Package will be produced by Koelnmesse Service GmbH.

Production of the catalogue and advertisements will be carried out by

A. Sutter Fair Business GmbH

Postfach 103334, 45033 Essen, Germany

Tel. +49 201 8316-001, Fax +49 201 8316-099

info@fair-business.de

Customers are responsible for the content of their advertisements and entries and are liable for any damages related thereto.

Koelnmesse is not liable for printing errors, incorrect placements, mistakes or other gaps or faults in the printing.

## 8 Commercial property rights

Koelnmesse GmbH does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.

If a final court decision has determined res judicata that an exhibitor in connection with one of Koelnmesse GmbH's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse GmbH is entitled to bar that exhibitor from the next event of this kind after the res judicata court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

## 9 Advertising

In order to ensure that the overall image of the event is retained and exhibitors are protected from unfair campaigns, the following advertising measures are forbidden:

- 9.1 Exceeding the given stand height
- 9.2 Advertising activities outside the rented stand area without the prior written permission of Koelnmesse
- 9.3 Staging visual or audio presentations without prior registration and approval.
- 9.4 Advertising of an ideological or political nature.

The exhibitor bears responsibility for the legality of competitions, raffles etc. In the event of severe violations of the terms of exhibition, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance.

## 10 "Infoscout" — Information service for visitors

The information about your company that you submitted on Forms 1.10 to 1.30 will be made available at the information stands in the halls for interested visitors during the event. In addition, with Koelnmesse's electronic information system Infoscout you can publish information about vacant trade representative positions.

You can specify this offer according to products, countries or regions using Form Z.03 or via the Koelnmesse Service Portal. Exhibitors and visitors can use Infoscout free of charge.

## 11 Verbal agreements

Verbal agreements that go beyond the scope of this contract are not valid until confirmed in writing.

## 12 Severability clause

Should individual or several provisions of this contract be, or become, invalid in whole or in part, the validity of the remaining provisions shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions.

Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

## 13 General part of the Conditions of Participation, Technical Guidelines

The stipulations of the General Part of the Conditions of Participation and the Technical Guidelines are not affected.