

Conditions of Participation Special Section



IMB 2009
World of Textile Processing
April 21–24, 2009

1 Organizers, Event, Venue, Dates

The IMB 2009 is organized by the Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

It will be held at Cologne's international exhibition centre from Tuesday, April 21, to Friday, April 24, 2009.

Opening hours:

For exhibitors: Tuesday – Friday from 8:00 a.m. to 7:00 p.m.

For visitors: Tuesday – Thursday from 9:00 a.m. to 6:00 p.m.

Friday from 9:00 a.m. to 5:00 p.m.

Stand assembly and dismantling

Start of construction period: Monday, 6th April 2009, 10:00 a.m.

End of construction period: Monday, 20th April 2009, until 6:00 p.m.

Start of dismantling period: 6 p.m. on Friday, 24th April 2009.

End of dismantling period: 6 p.m. on Wednesday, 29th April 2009.

Dismantling may begin not earlier than 6 p.m. on 24th April 2009.

2 Eligibility to take part

- a) Domestic and foreign manufacturers whose exhibits correspond to the topic of the event (see attached product list) are eligible to participate.
- b) In addition, trade representatives and importers of those products featured in the product list are also eligible to participate.
- c) In any case only firms can be accepted which are entered in the commercial register resp. in the official craftsmen's list in the country of origin.

3 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 that an exhibitor at 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 court decision is res judicata if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

4 Participation fees and other costs

Participation fee: per m² of floor area

You must reckon on the following costs as an exhibitor:

	Participation price	Participation price
For completed registration	until May 31, 2008*	as of June 1, 2008
Basis (1 side open)	135.00 EUR	145.00 EUR
Modern (2–4 sides open)	155.00 EUR	165.00 EUR

* Receipt of completed and signed registration documents by Koelnmesse GmbH

The participation price does not include the provision of stand boundary walls.

The stand costs cover the rental of 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 upper storey according to the technical inspection is calculated at 50 per cent of the price per m² of floor area.

AUMA fee

The Association of the German Trade Fair Industry (AUMA) charges you a fee of 0.60 EUR per m² for representing your interests. Koelnmesse has agreed to take over calculating and collecting the fees in the name of, and on the account of, AUMA.

More detailed information is available at www.auma-messen.de

Energy costs

6.00 EUR per m² of floor area occupied as a **share of flat-rate energy costs**, also for storage space and upper storey space.

Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Conditions of Participation), a co-exhibitor fee of 360.00 EUR per company will be charged. The price of an entry in the Media Package is not included in this fee (see Item 8).

Additional costs — down payment for services

Koelnmesse GmbH 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 (IMB 2006).

For exhibitors that did not take part in IMB 2006, the down payment amounts to 572.00 EUR.

After the event is over, a separate invoice is drawn up for the services provided; the down payment is credited to 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. All exhibitor claims on interest for the down payment are excluded.

Cost of non-participation

As a rule, the exhibitor can no longer be released from the contractual relationship 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 1000.00 EUR), provided the reserved stand area can be rented to a third party.

VAT

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

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 appropriate 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

Bundeszentralamt für Steuern, Dienstsitz Schwedt,
 Passower Chaussee 3b, 16303 Schwedt/Oder, Germany,
 Tel. +49 228 406-1200, Fax +49 228 406-2661,
 e-mail: vorsteuerverguetung@steuerliches-info-center.de,
 Internet: www.bzst.bund.de

5 Stand sizes / construction

The minimum stand size is 12 m².

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 separating the stand areas 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.

Stand construction and design must adhere to all regulations that are valid in Germany (including the NRW venue regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far 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 maximum permissible stand height is 5.00 m (upper edge).
 The maximum height of advertising elements is 6.00 m (upper edge).**

The technical guidelines must be adhered to in the design and construction of the stand. All stands and designs over 4.50 m in height must be approved, particularly if the stand features special structures or meeting areas, or if 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.

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, for this reason, also refuse to provide the notice of approval. The exhibitor is also aware of the fact that in exceptional cases – at his/her request 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 complied with. 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.

If at all possible, the trade fair company (Koelnmesse) will try to provide the stand in the desired form. The following terms are used for the stands:

- Basis (1 side open)
- Modern (2–4 sides open)

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. Order Forms S.01 to S.08 are included in the Service Package, which will be sent to you with your space confirmation. For information about alternative types of stand construction, please contact Koelnmesse Service GmbH. For a surcharge, exhibitors can rent further equipment in addition to the standard furnishings.

6 Passes for exhibitors and stand construction personnel

You will receive free of charge the following passes, which are valid from the first construction day until the last day for dismantling

- 2 passes for a stand up to 10 m² in area,
- 4 passes for a stand up to 20 m² in area,
- 1 pass for each further unit or part unit of 10 m² up to a stand area of 100 m²,
- 1 pass for each further unit or part unit of 20 m² above this area.

The passes will be forwarded to you with the space rental invoice.

Used exhibitor passes, i.e. those with the names of stand personnel printed on them, may be exchanged once for new passes free of charge if stand personnel are replaced during the exhibition. The new passes can be obtained from the exhibitor department office in the Service and Information Center North.

Additional passes may be obtained against payment from Koelnmesse (see order form in Service Package).

You will also receive free passes to enable **company personnel** to enter the exhibition complex for the purpose of erecting and dismantling the stand. These passes are valid only up to the beginning and after the end of the exhibition. They do not entitle the holders to enter the complex during the exhibition.

These passes will also be forwarded with the space rental invoice.

7 Rules on direct selling

In view of the professional nature of the event, the direct sale and open price-labelling of exhibits or samples on the stands are not permitted. No unauthorized commercial activity, particularly the offering or selling of objects or services of any kind is permitted at the Cologne exhibition centre. The Koelnmesse is entitled to carry out inspections and take the necessary measures if these rules are violated. If an exhibitor seriously or repeatedly violates his contractual obligations through direct sales, the Koelnmesse is also entitled to close his stand.

Compensation or claims for reimbursement by the exhibitor are ruled out in the case of all the afore-mentioned measures.

8 Media Package (Form 2.10)

Koelnmesse offers exhibitors a Media Package for its events.

The Media Package consists of the following elements:

- One entry in the alphabetical list of exhibitors (printed catalogue)
- Two entries in the product group list (printed catalogue)
- One entry in the online catalogue: Company name, address, stand location, website and e-mail address and all of the product groups you marked in Form 1.30
- Entry and activation for IMB Online Matchmaking with all product group entries given in Form 1.30
- Activation for the IMB online schedule planner
- 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.

Each participating company, co-exhibitor and additionally represented company must be listed in the Media Package. A fee of 349.00 EUR 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 1.10ff. and are subject to a fee.**

Applications received subsequently will be included in the catalogue supplement under the above mentioned conditions.

Koelnmesse Service GmbH, Messeplatz1, 50679 Köln, Germany, has been commissioned to create the media package. In turn, the company is authorised to assign the production of the catalogue and the publishing of the advertisement to a third party company.

The Koelnmesse does not accept any liability for printing errors, incorrect placing, mistakes and other gaps or faults in printing.

The advertiser shall be responsible for the subject matter of advertisements and entries and for any omission or mistake resulting from them.

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:

1. Exceeding the fixed construction height without approval.
2. Distributing printed matter or advertising material in the aisles, halls or elsewhere on the exhibition grounds.
3. Staging visual or audio presentations without prior registration and approval.
4. Staging any kind of presentation in the aisles.
5. Competitions or prize drawings, including those outside the trade fair stand, during which participants are obliged to enter the stand of the advertiser are not permitted. The exhibitor bears responsibility for the legality of competitions, raffles etc.
6. Advertising of an ideological or political nature.

The sound volume at the booth may not exceed 70 decibel.

Should it be unclear whether an exhibitor's advertising measures are permitted on the exhibition grounds, Koelnmesse must be consulted early enough to allow sufficient time to assess the matter.

Should the terms of exhibition be seriously violated, Koelnmesse may immediately close the stand of the exhibitor in question and clear it without resorting to legal assistance.

10 "Info-Scout" – the Visitor Information System

Information about your company, as provided on forms 1.10 to 1.30, will be made available to interested visitors at the information stands in the halls during the trade fair.

You can use form Z.03 in the Service Package to specify this offer in terms of products, countries or regions.

In addition, you may use Koelnmesse's "Infoscout" electronic information system to publish vacancies for trade representatives.

Exhibitors and visitors can use the "Infoscout" system free of charge.

11 Verbal agreements

Any verbal agreements outside the framework of the contract are not valid until confirmed in writing.

12 Salvatory clause

Should a term of this contract be or become invalid, in whole or in part, or should a gap in this contract become apparent, the validity of the remaining terms of the contract shall remain unaffected. As a replacement for invalid terms and to fill up gaps an appropriate regulation shall apply which, as far as is legally possible, approximates most closely to what, according to the objective and purpose of the contract, the parties of the contract wanted or would have wanted if they had considered this point.

Should the invalidity of a stipulation affect a measure of performance or time (period or date) quoted in it, then the legally permissible measure which most closely resembles that in the stipulation shall replace it.