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GENERAL PROVISIONS

1. EVENT / ORGANISER

The **27th International Exhibition for Track Technology – iaf 2017** is an international specialist trade fair for transport technology, track technology and maintenance. The iaf 2017 will be organised by VDEI-Service GmbH on the fairgrounds of MCC Halle Münsterland and at the railway station of WLE. The actual preparation and execution is delegated to VDEI-Service GmbH, a 100 % daughter of VDEI.

2. REGISTRATION OF EXHIBITORS

2.1. *Stand applications*

Applications to participate in the trade fair and exhibition must be made online on the website www.iaf-messe.com. The form shall be filled in carefully. Upon receipt of the application, an automatic confirmation will be sent to the e-mail address given. The application is an irrevocable offer to enter into a contractual agreement with VDEI-Service GmbH to which the exhibitor is committed until the event commences.

2.2. *Content of the contract*

Essential parts of the contract are:

- a) the application form,
- b) the terms and conditions of VDEI-Service GmbH,
- c) the Technical Provisions for Fairs and Exhibitions of MESSE UND CONGRESS CENTRUM HALLE MÜNSTERLAND GMBH.
- d) In case of differences between these regulations they shall apply in the order listed above.

2.3. *Inclusion of the contractual conditions*

By submitting the stand application, the exhibitor agrees to be bound by the General Conditions of Business and Participation of VDEI Service GmbH as well as the Technical Provisions for Fairs and Exhibitions of MESSE UND CONGRESS CENTRUM HALLE MÜNSTERLAND GMBH. It is his responsibility to ensure that those persons employed by him during the event also comply in every respect with the terms of the contract.

3. JOINT EXHIBITORS

If several exhibitors intend to jointly rent a stand, they must identify one of them as authorised main exhibitor in their application who will be the exclusive negotiator with VDEI-Service GmbH on their behalf. This representative bears the same liability for any negligence on the part of his joint exhibitors as for his own negligence. The participating exhibitors are jointly and severally liable to VDEI-Service GmbH.

4. CONCLUSION OF CONTRACT

4.1. *Confirmation of participation*

VDEI-Service GmbH will confirm its decision to accept an application by a written confirmation of participation/stand attribution (acceptance of the exhibitor). This must be confirmed by the exhibitor (legally binding signature and company stamp) and sent back.

4.2. *Restrictions on exhibitors and exhibits*

If there are objectively justified reasons, and in particular if the available space is insufficient, VDEI-Service GmbH may exclude individual exhibitors from participating, and may also limit the

**Terms and conditions
of VDEI-Service GmbH for iaf 2017
at MCC Halle Münsterland**



event to specific groups of exhibitors if this becomes necessary to achieve the objective of the event. The same applies to the exhibits.





4.3. Deviation from the application

If VDEI-Service GmbH accepts the application for stand space or for exhibits, with extensions, restrictions or other alterations, it is obliged to abide by this offer for a period of 2 weeks.

5. EXHIBITION CHARGES

The participation fee for exhibitors amounts to:

BASIC FEE FOR EXHIBITORS	
TYPE OF EXHIBITOR	Net price in €
Main exhibitor	985.00
Co-exhibitor	985.00

HALL SPACE; minimum surface 12 m²		
Stand type	Net price in €	Unit
ROW STAND 	80.00	€/m ²
CORNER STAND 	85.00	€/m ²
PENINSULA STAND 	90.00	€/m ²
BLOCKSTAND 	95.00	€/m ²
OUTDOOR AREA, minimum surface 12 m²		
Area	Net price in €	Einheit
A at the halls	90.00	€/m ²
B WLE railway station	90.00	€/m ²
TRACKS		
Area	Net price in €	Unit
WLE railway station	90.00	€/lfm
Outdoor area A/B temporary	90.00	€/lfm

Every m²/rm or part thereof will be charged at full price. In the case of two-storey constructions a surcharge of 30 % per m² of the actually built area will be applied. The statutory value-added tax (VAT) must be added to each of the prices (see Information Leaflet on VAT – Reverse Charge in the annex). The minimum stand size is 12 m². If more space is required than was originally ordered and this extra space is then allocated, the additional amount is payable immediately.

The participation fee includes: stand space rent, hall lighting, hall heating, general hall supervision, cleaning of the aisles, exhibitor car park (limited), advertising, press work, trade fair organisation.

6. ALLOCATION OF STANDS

6.1. *Principle*

In allocating the stand, VDEI-Service GmbH will take into account the subject and the way in which the particular event is subdivided as well as the available space. Specific requirements for stand locations will be taken into consideration wherever possible.

6.2. *Changes to adjoining stands*

The exhibitor shall accept that at the beginning of the event the location of other stands may have changed compared to that of the time at which the acceptance was granted. Claims for compensation are ruled out for both parties.

6.3. *Exchange, Permitting third party use*

The allocated stand may not be exchanged for that of another exhibitor, nor may it be transferred either partially or completely to a third party unless agreement in writing has been reached with VDEI-Service GmbH.

6.4. *Stand partitions*

Stand partition walls are subject to a charge.

7. EXHIBITS

7.1. *Removal, exchange*

Only the agreed exhibits may be displayed. They may only be removed from their location after agreement has been reached with VDEI-Service GmbH. Exhibits may only be replaced by other items if a written agreement has been obtained from VDEI-Service GmbH and replacement must take place at least one hour before the official opening time and one hour after the official closing time.

7.2. *Exclusion*

VDEI-Service GmbH is entitled to demand that exhibits should be removed if these were not included in the stand hire contract, or if they subsequently prove to cause annoyance or danger, or are incompatible with the objectives of the event. In the event of non-compliance, VDEI-Service GmbH is entitled to have recourse to law in removing the exhibits at the exhibitor's expense.

7.3. *Industrial property rights*

It is the responsibility of the exhibitor to ensure that copyrights and other industrial property rights exist for the exhibits. A six month period of protection from the beginning of an exhibition for the protection of the inventions, models (utility models and designs) and trademarks will only become effective if the Federal Minister of Justice has published the relevant announcement for a specific exhibition in the Bundesgesetzblatt (Federal Law Gazette).

8. TERMS OF PAYMENT

8.1. *Due date*

The stand rental according to the confirmation of participation/stand rental invoice must be paid to one of the accounts of VDEI-Service GmbH indicated on the invoice, stating customer number and invoice number, by the date stated on the invoice.

All services will be invoiced 8 weeks before the start of the exhibition via Messe und Congress Centrum Halle Münsterland GmbH or the directly contracted service provider.

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8.2. **Transfer of claims, offsetting claims**

Claims against VDEI-Service GmbH are not transferable. Claims may only be offset in the case of uncontested counter-claims or counter-claims which are legally effective.

8.3. **Objections**

Objections concerning the invoices will only be considered if submitted to VDEI-Service GmbH in writing within 14 days following issue of the invoice. (Exemption of third-party invoices)

8.4. **Lessor's rights of lien**

In order to secure any claims, VDEI-Service GmbH is entitled to exercise its rights of lien as lessor, and to sell the items thus withheld as it wishes, following notification in writing. VDEI-Service GmbH is only liable for any damage to the items held in lien if such damage was caused with intent or by gross negligence.

8.5. **Basic fee for exhibitors**

Every exhibitor and every co-exhibitor will be charged a basic fee.

This includes:

- a) an entry of all exhibitor coordinates in the online catalogue at www.iaf-messe.com
- b) display of the logo and link to the company website of the exhibitor
- c) an entry in the printed exhibitor catalogue which is available free of charge to all visitors
- d) an entry and localisation of the company with logo and coordinates in the hall plans.

9. **DATES FOR SETTING UP / DELIVERING GOODS**

9.1. **WLE railway station and outdoor area**

The transfer of track-bound equipment to the WLE railway station will be carried out by WLE via Neubeckum station and has to be individually agreed with VDEI-Service GmbH.

Transfer costs will be invoiced directly by WLE. For further information please refer to the service catalogue for exhibitors.

Tuesday	23.05.2017	8.00 – 19.00 hours
Wednesday	24.05.2017	8.00 – 19.00 hours
Thursday	25.05.2017	8.00 – 19.00 hours
Friday	26.05.2017	8.00 – 19.00 hours
Saturday	27.05.2017	8.00 – 19.00 hours
Sunday	28.05.2017	8.00 – 22.00 hours
Monday	29.05.2017	8.00 – 12.00 hours - construction
Monday	29.05.2017	12.00 – 22.00 hours - decoration

9.2. **Messhallen**

Friday	26.05.2017	8.00 – 19.00 hours
Saturday	27.05.2017	8.00 – 19.00 hours
Sunday	28.05.2017	8.00 – 22.00 hours
Monday	29.05.2017	8.00 – 12.00 hours - construction
Monday	29.05.2017	12.00 – 22.00 hours - decoration

An early stand building may be possible for a fee upon an individual request after approval by VDEI-Service GmbH.

10. EXHIBITION / FAIR DATES

Tuesday	30.05.2017	09.00 – 18.00 hours
Wednesday	31.05.2017	09.00 – 18.00 hours
Thursday	01.06.2017	09.00 – 18.00 hours

11. DATES FOR DISMANTLING / COLLECTING GOODS

11.1. WLE railway station and outdoor area

The transfer of track-bound equipment from the WLE railway station will be carried out by WLE via Neubeckum station and has to be individually agreed with VDEI-Service GmbH. Transfer costs will be invoiced directly by WLE. For further information please refer to the service catalogue for exhibitors.

Thursday	01.06.2017	18.30 – 22.00 hours
Friday	02.06.2017	08.00 – 19.00 hours
Saturday	03.06.2017	08.00 – 19.00 hours
Sunday	04.06.2017	08.00 – 22.00 hours
Monday	05.06.2017	08.00 – 12.00 hours

11.2. Messehallen

Thursday	01.06.2017	18.30 – 23.00 hours
Friday	02.06.2017	08.00 – 20.00 hours
Saturday	03.06.2017	08.00 – 20.00 hours

(Subject to modifications)

12. SERVICE CATALOGUE FOR EXHIBITORS FÜR AUSSTELLER

12.1. General

Together with the authorisation to participate, the exhibitor will receive the service catalogue with all informations about service companies, installations, stand construction and design, parking permits, hotel reservations, etc. as well as with the necessary order forms for the **27th International Exhibition for Track Technology - iaf 2017**.

The service catalogue will be made available to exhibitors by November 2016.

12.2. Guarding

Supervision and guarding of the halls and the outdoor area will be carried out by the event organiser.

Guarding and cleaning of the individual stands is in the responsibility of the exhibitor. The service catalogue also includes all forms for ordering individual guarding.

13. LIABILITY, INSURANCE

Liability without fault of VDEI-Service GmbH for initial defects of the rented object (liability under a guarantee) is ruled out. For wilful intent and gross negligence and culpable violation of essential contractual obligations VDEI-Service GmbH will assume full liability. Liability of VDEI-Service GmbH for damage arising from slight negligence on the part of VDEI-Service GmbH or its vicarious agents is also ruled out. The exhibitors is liable according to general rules.

**14. CANCELLATION, NON-PARTICIPATION ON THE PART OF THE EXHIBITOR,
WITHDRAWAL FROM THE CONTRACT BY VDEI-SERVICE GMBH**

14.1. *Non-participation of the part of the exhibitor*

The full amount of the stand rental will have to be paid if the exhibitor cancels or fails to take part in the event without notification of cancellation. If the exhibitor cancels and another lessee can be found for the stand, VDEI-Service GmbH retains the right to demand 25 % of the invoiced stand rental charge from the original lessee. The full stand rental must be paid if VDEI-Service GmbH rents the agreed upon stand space but the overall area is reduced as a result of the cancellation / non-participation. The exhibitor retains the right to prove that no such costs were incurred by VDEI-Service GmbH, or that they were lower than stated. The right to assert additional claims remains unaffected.

14.2. *Withdrawal from the contract by VDEI-Service GmbH*

VDEI-Service GmbH is entitled to withdraw under the following circumstances:

- a) if the rental charge is not received in full at the latest by the date stated in the invoice for participation costs and if the exhibitor does not pay before the expiry of any extension period that may be granted;
- b) if the stand is not occupied in time, i.e. if it is not obviously occupied within 24 hours before the official opening;
- c) if the exhibitor infringes domiciliary rights, and does not refrain from doing so even after being warned;
- d) if the registered exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if VDEI-Service GmbH subsequently becomes aware of any reasons which, had they been known before, would have excluded him from participation. This applies in particular when bankruptcy or insolvency proceedings have been instituted, or if the exhibitor becomes insolvent. The exhibitor is required to inform VDEI-Service GmbH immediately of such circumstances. In cases referred to above, VDEI-Service GmbH is entitled to claim damages. Section 8.1 may be applied accordingly.

15. FORCE MAJEURE

15.1. *Cancellation of the event*

If VDEI-Service GmbH is prevented from holding the event for reasons outside its own control or that of the exhibitors, all claims to stand rental become void. However, VDEI-Service GmbH may invoice the exhibitor for work carried out at the latter's instructions, to cover any expenses already incurred, if the exhibitor is unable to furnish evidence that the results of this work are of no interest to him.

15.2. *Rescheduling the event*

If VDEI-Service GmbH is in a position to hold the event at a later date it must notify the exhibitor. Exhibitors are entitled to cancel their immediately participation in the event if it is rescheduled, provided such cancellation is given within one week following receipt of this notification. In such cases claims for payment of stand rental no longer apply.

15.3. *Commenced event*

If VDEI-Service GmbH is obliged to shorten or cancel an event that has already begun, as a result of force majeure, exhibitors are not entitled to assert claims for repayment or for exemption from the stand rental charge.

16. EXHIBITORS' PASSES

16.1. Exhibitors' passes

Exhibitors will receive a limited number of special passes valid for the duration of the exhibition or fair, for use by themselves and their employees, and entitling them to admission free of charge. Exhibitors will receive the following numbers of exhibitors' passes:
Up to 20 m² stand surface – 3 passes, for each further 10 m² 1 additional pass. Additional exhibitors' passes can be purchased via the service catalogue for exhibitors.

16.2. General regulations

Passes are issued to the holder's name. They are not transferable and only valid in conjunction with an official ID document. In case of misuse the passes will be withdrawn without replacement. In the case of a joint participation, only the authorised exhibitor will receive the required passes. Additional passes are available at a fee.

17. IMAGE AND SOUND RECORDINGS

VDEI-Service GmbH is entitled to take photographs, make drawings, or to make films or video recordings of events taking place at the fair, of structures and stands, or of exhibits, and to use these for advertising purposes or for publication in the media. No objections for whatever reason by exhibitors will be entertained. This also applies to photographs or recordings made directly by the press or television with the approval of VDEI-Service GmbH.

18. ADVERTISING

18.1. Scope

Advertising of all kinds is only permitted within the stand hired by the exhibitor, on behalf of the exhibitor's own company, and only for exhibits manufactured or distributed by him.

18.2. Need for approval

Advertising by means of loudspeakers, the display of slides or films, or the inclusion of performances or shows require the written approval of VDEI-Service GmbH. Written approval must also be obtained for the use of other equipment and installations intended to enhance the impact of advertising either optically or acoustically. Advertising of a political nature is strictly prohibited.

19. OFFICIAL PERMITS, LEGAL REGULATIONS, TECHNICAL GUIDELINES

In all cases it is the responsibility of the exhibitor to obtain official approval. Exhibitors are responsible for ensuring the compliance with GEMA and GVL (performing rights) regulations, as well as regulations pertaining to trading and industrial law, police regulations, health regulations and other legal requirements and in particular the "Law on technical equipment" (Gerätesicherheitsgesetz). Moreover, exhibitors must observe the "Technical Provisions for Fairs and Exhibitions" of MMC Halle Münsterland GmbH that particularly contain numerous regulations related to stand construction and design as well as extensive safety regulations.

20. REGULATIONS FOR THE MAINTENANCE OF ORDER

20.1. Domiciliary rights

During the event the exhibitor is subject to the domiciliary rights of Messe und Congress Centrum Halle Münsterland GmbH which apply throughout the exhibition grounds. The

exhibitor must comply with instructions given by their employees carrying appropriate identification.

20.2. *Parking spaces*

Efforts will be made to meet exhibitors' specific requirements regarding parking on the exhibition grounds. However, no automatic rights exist to a parking space.

20.3. *Road access to the exhibition grounds*

Unauthorised vehicles will not be allowed access to the grounds during the event. No liability will be assumed in the case of wilful violation and gross negligence.

20.4. *Daily closure of the end of the fair / Events on the stand surfaces*

Exhibitors and their accompanying personnel have to leave the premises and withdraw any vehicles within one hour after the daily opening hours for visitors.
Events in the exhibition halls and also in the outdoor area beyond the opening hours have to be requested in writing up to 6 weeks before the event, i.e. by 17.04.2017. Requests are to be addressed and must be approved by VDEI Service GmbH. A corresponding form is to be found in the service catalogue for exhibitors. Related additional costs for service personnel (guarding, entry, medical service, cleaning, etc.) have to be borne by the applicant. These events have to end at 22:00 hours at the latest and all participants, including the exhibitors must have left the halls and the outdoor area.

20.5. *Miscellaneous*

No animals are allowed on the exhibition grounds. Water required for use in connection with foodstuffs or for the cleaning of utensils coming into immediate contact with foodstuffs may only be obtained from taps supplying hygienic water. Water for such purposes may not be obtained from toilet facilities.

20.6. *Environmental protection*

The exhibitor is required to make every effort to protect the environment. Furthermore he is obliged to respect and implement all legal requirements.

20.7. *Use of drones / remotely controlled aircraft for image and sound recordings*

The use of drones or similar remotely controlled aircraft is strictly forbidden from the beginning of stand construction until the end of dismantling as well inside the exhibition halls as in and above the outdoor area and the WLE railway station.

STAND CONSTRUCTION

21. GENERAL REGULATIONS

21.1. *Construction, Services for exhibitors*

The Exhibitors' service catalogue contains a list of services available for planning, construction and design of standard and individual stands.

21.2. *Dismantling period*

The stands may not be cleared before the end of the event. Dismantling must be completed by the end of the allotted dismantling period. On expiry of this period VDEI-Service GmbH is entitled to undertake dismantling, removal of exhibits and their storage at the exhibitor's expense. VDEI-Service GmbH will only be liable for losses or damage to exhibits when such losses or damage are due to deliberate action or gross negligence. VDEI-Service GmbH is entitled to impose liens to cover any expenses thus incurred. (Section 8.4).

22. STAND DESIGN

22.1. Authorisation certificate

Exhibitors with ground-level, single-storey stands without roofs are not required to submit plans for approval, providing the stand is in compliance with all other technical guidelines. A simple floor plan sketch will be sufficient. All other types of stands, mobile stands, or special constructions require approval. Construction plans (floor plan and front view) must be submitted to VDEI-Service GmbH for approval.

22.2. Visual appearance

Exhibition stands must be adapted to the general plan of the exhibition. Rear and side views to neighbouring stands have to be neutral (preferably white) and may not carry any letterings or other publicity. This applies particularly to two-storied stands neighbouring one-storied ones or for suspended elements above the stands. Deviations are subject to the approval in writing of the stand neighbours.

VDEI-Service GmbH reserves the right to prohibit construction of unsuitable or inadequately designed stands.

22.3. Stand equipment during the opening times

The stand must be correctly equipped and furnished, and staffed by competent personnel throughout the duration of the fair or exhibition, during the stipulated opening times.

22.4. Contractual penalty

If the exhibitor culpably fails to comply with the regulations as stated above (Sections 16.2. and 16.3), VDEI-Service GmbH is entitled to impose a penalty of Euro 500.00 plus VAT per day if its instructions and warnings are not heeded.

22.5. Stand Walls

Stand walls bordering visitor aisles must include transparent panels, niches, displays or the likes in order to provide an open atmosphere on the exhibition stand in tune with the event. Such stand boundary walls facing any open aisle may not exceed 30 % of the stand length boundary, with each section of such wall no longer than 3 meters. Such boundary walls facing the aisle must be suitably decorated with graphics. Any stand construction which includes such stand boundary walls must be submitted for approval.

FURTHER SERVICES

23. GENERAL SUPERVISION, CLEANING

a) VDEI-Service GmbH will provide general supervision of the halls. However, it will only be liable for damages in the case of gross negligence. Guarding the exhibition stand itself is a matter for the exhibitors. They are advised to take out appropriate insurance cover for such risks. During the night valuable and easily removable items should be securely locked up. Private security staff to guard the stands may be engaged through the service catalogue.

b) VDEI-Service GmbH will provide general cleaning on the grounds and in the aisles. Exhibitors are responsible for cleaning their own stands. Such cleaning work must be completed each day prior to opening of the event.

c) If an exhibitor does not employ his own personnel, the contracted company for cleaning and guarding to be found in the service catalogue has to be engaged.

d) The exhibitor or his appointed stand constructor are responsible for disposing of any waste materials resulting from their work. He has to order the disposal of waste through the service catalogue, furthermore the legal requirements regarding environmental protection have to be observed.

24. TECHNICAL INSTALLATIONS

Supplies of electricity, water and other services can be ordered by the forms in the service catalogue. These works are carried out exclusively by contractual partners of Messe und Congress Centrum Halle Münsterland GmbH.

25. PHOTOGRAPHY, FILM AND VIDEO RECORDINGS

The taking of photographs, films or videos on behalf of exhibitors during the daily opening hours of the event may only be carried out by photographers, film or video production companies authorised by VDEI-Service GmbH and in possession of the appropriate identification. Such authorisation also applies prior to and after the daily opening hours of the event. No other photographers or production companies will be allowed access.

26. CATERING SERVICES

Catering services within the exhibition halls are exclusively provided by the catering services of Messe und Congress Centrum Halle Münsterland GmbH. The corresponding forms for stand catering as well as the informations on individual gastronomic offers are available to the exhibitors in the service catalogue. Certified external enterprises may be engaged for the outdoor area upon announcement and coordination of the access for supplies. Supply vehicles are not allowed to drive on the outdoor areas during the exhibition opening times. Supplies may only be carried out via the parking spaces.

27. FEDERAL GERMAN LAW ON DATA PROTECTION

The personal data of our business partners will be stored and processed in accordance with paragraphs 28 and 29 of the BDSG (Federal German Act on Data Protection) under the terms of the contractual arrangement.

28. CONCLUDING REGULATIONS

28.1. *Changes and amendments in writing*

Any changes to the contents of this contract (Section 1.2) and ancillary agreements are only legally binding if they have been confirmed in writing by VDEI-Service GmbH.

28.2. *German law*

The mutual rights and obligations deriving from this contractual agreement and resulting from this contract are subject to the law of the Federal Republic of Germany.

28.3. *Place of performance and jurisdiction*

Place of performance is Berlin. This also applies to the jurisdiction if the exhibitor is a businessman or a legal entity under public law, or if he has no general place of jurisdiction within Germany.

28.4. *Statutory limitation*

Claims by exhibitors against VDEI-Service GmbH expire after 6 months if not precluded by mandatory legal regulations.

28.5. *Safeguard Clause*

If any individual provision of these conditions of participation become void, this shall not affect the validity of the other regulations. The void provision shall be altered in such a way as to fulfil the intended purpose.