

Conditions of Participation

InnoTrans 2012 - International Trade Fair for Transport Technology

Innovative Components - Vehicles – Systems

Berlin, 18 - 21 September 2012

1. Organiser

InnoTrans 2012 the International Trade Fair for Transport Technology (innovative components, vehicles and systems) focuses on railway systems and technology. **InnoTrans 2012** is organised by Messe Berlin GmbH and held on the Berlin exhibition grounds. During the weekend after the trade fair the outdoor exhibits will be open to the general public.

2. Dates

Closing date for registration
15.02.2012

Duration of event

18 - 21 September 2012 - Trade fair
22 - 23 September 2012 - Public days

Opening hours - trade fair

9 a.m. - 6 p.m. Visitors
8 a.m. - 7 p.m. Exhibitors

Opening hours - public days (outdoor displays only)

10 a.m. - 6 p.m. Visitors
9 a.m. - 7 p.m. Exhibitors

Construction and dismantling dates

Commencement of construction
12 September 2012 / 8 a.m.

End of construction
17 September 2012 / 3 p.m.
(stand construction)
17 September 2012 / 6 p.m.
(decoration)

Commencement of dismantling
21 September 2012 / 8 p.m.

End of dismantling
25 September 2012 / 6 p.m.

Attention

Limited access times to halls connecting directly to railway tracks (1.2 b, 2.2b, 3.2a, 4.2a, and track display area)

Prior to InnoTrans, rail movements will take place to move track exhibits to their final positions, where they will remain during the open days for the public. From **15 to 24 September 2012**, vehicles will not be able to access those hall sides connecting directly to railway tracks. We therefore request that any delivery and collection of large and heavy exhibits take place before or after these dates.

3. Eligibility to participate

Only companies and organisations involved in activities directly related to the listed product groups of **InnoTrans 2012** are eligible to participate. Decisions regarding participation will be made by Messe Berlin GmbH.

4. Exhibition charges

Hall space rental per 1 sqm costs	
Row	230.00 EURO
Corner	250.00 EURO
Peninsula	260.00 EURO
Island	270.00 EURO
Outdoor exhibition space	170.00 EURO
Track - running m	170.00 EURO

The row stand rate applies to all stand types occupying 150 sqm or more.

Each sqm or part thereof will be charged in full.

A charge of **115.00 EURO** for each sqm of the actual **built-over area** will apply to two-storey stands.

Minimum stand size is 12 sqm.

If more space is subsequently required and ordered, the additional amount is payable immediately. The rental includes the general hall supervision and cleaning of the aisles as well as an energy fee (heating, hall lighting, electricity and water consumption). The participation fee for each co-exhibitor is **621.00 EURO**. There will be an additional charge of **0.60 EURO** per sqm of display space in accordance with an agreement with the Exhibition and Trade Fair Committee of German Industry (AUMA).

5. Terms of Payment

The stand rental fee, as stated in the confirmation of approval / stand rental invoice, should be remitted to the account indicated on the invoice. The due date as stated on the confirmation / stand rental invoice must be adhered to. Please quote customer, invoice numbers and „**InnoTrans 2012**“ when making payments. If the full rental fee has not been paid by the above-mentioned due date at the latest, the organiser is entitled to dispose of the space as he wishes. The lessee is liable for any loss of rental revenue thus incurred. The conditions of Item No. 8 of the „General Terms of Business for Trade Fairs and Exhibitions organised by Messe Berlin“ will apply in cases of withdrawal or cancellation. Ancillary costs will be invoiced separately. These amounts are payable on receipt of the invoice.

6. Media-Package services

Messe Berlin GmbH has compiled a so-called promotion package of marketing tools, to enable exhibitors to derive the maximum benefit from the trade fair and to give an added boost to their commercial impact. The promotion package fee is mandatory for all exhibitors **1050.00 EURO**. The listed promotional services for co-exhibitors are covered by the co-exhibitor fee. Messe Berlin will invoice the exhibitor (the company renting

the stand) for both the Media Package fee and the co-exhibitor fee.

The Media Package includes entries in the print catalogues along with a participation in the Virtual Market Place (see sections 6.1 - 6.2). Co-exhibitors can order the full range of Media Package services, independently from the main exhibitor, for **429.00 EURO**. The contract for entries in the print catalogues is solely between the exhibitor and the catalogue publisher (a Messe Berlin contractual partner). All claims are to be resolved exclusively between the exhibitor and the catalogue publisher.

The costs for any extended and/or supplemental entries in color, with logo, more than five product groups, etc. will be charged to the exhibitor.

The Media-Package consists of the following services:

6.1 Print catalogue

Exhibitors

- An entry in the alphabetically arranged short list of exhibitors, including company name, hall and stand numbers
- A company profile in the alphabetical exhibitors' directory (1/1 A4 page, B&W)
- A basic entry in the alphabetical exhibitors' directory, including company name, address, telephone and fax number, e-mail and internet address, hall and stand numbers
- Five basic entries in the product category directory, including company name, hall and stand numbers

Co-exhibitors

- An entry in the alphabetically arranged short list of exhibitors, including company name, hall and stand numbers

6.2 Virtual Market Place

Exhibitors may take part in the InnoTrans **Virtual Market Place**, the online trade fair for the transport sector, for a period of two years from the moment that authorisation is granted. However, participation ends at least eight weeks before the start of **InnoTrans 2014**. If exhibitors fail to take advantage of the two-year period, especially when the Virtual Market Place is closed in the run-up to **InnoTrans 2014**, no rights to compensation or to make other claims against Messe Berlin can be enforced. Exhibitors and / or co-exhibitors may update their details at any time within this period.

Exhibitors

- Company profile with picture
- Company contact information
- five basic entries in the product group classification
- Visual / text presentation of up to ten of the exhibitor's products / services
- Hyperlinks to the corporate website

Co-exhibitors

- Company profile with picture
- Company contact information

Assistance with regard to the entry of data and queries about any aspect of the Virtual Market Place is available to all exhibitors from the free **Service Hotline**, tel. +49.30.3038.2180 or e-mail to: editorial@virtualmarket.innotrans.de

7. Workers' and Exhibitors' Passes

Exhibitors are entitled to passes as follows

- 3 passes for the first 20 sqm of stand space
- and 1 further pass for each additional **complete 10 sqm** (two-storied area excluded).

Additional exhibitors passes may be purchased at a cost of **50,00 EURO** (incl. VAT) each.

8. Exhibitor Service Manual

After receiving confirmation of approval, the exhibitors will have an Exhibitor Service Manual - containing all essential order forms and information about service companies, installations, stand construction and design, insurance, parking permits, catalogue entries, PR and advertising activities - online to their disposal.

9. Technical Guidelines

Exhibitors must observe the „Technical Guidelines“, which are contained in the „Exhibitors' Service Manual“. They must comply with the conditions laid down in the law pertaining to technical equipment (Equipment Safety Law), to which attention is drawn in an appendix to the Technical Guidelines.

10. Construction Supervisory and Fire Safety Regulations

Doorways, emergency exits, fire alarms, hydrants, smoke vents, power distribution points and switchboards, telephone distribution points and ventilation inlets and outlets must be accessible at all times, and may not be built over or obstructed in any way. Open flame and lighting fixtures may not be used for cooking, heating, or operational purposes. Packaging materials, paper and other easily inflammable materials may not be left lying around or

stored in the halls. Vehicles, containers of all kinds and other materials must be placed at least 5m from the outside walls of the halls. The „Exhibitors' Service Folder“ contains details of technical and construction regulations.

11. Regulations for the Maintenance of Order

The organiser is responsible for supervision of the exhibition halls and the outside displays. Exhibitors are responsible for guarding and cleaning their own stands. Efforts will be made to meet exhibitors' individual requirements for parking spaces, but no automatic rights exist to parking spaces in general or to a specific parking space. The unloading of goods from vehicles during the exhibition must be completed half an hour before the official opening time. Vehicles must leave the Berlin Exhibition Grounds as soon as they have completed unloading. Exhibitors and accompanying persons must vacate the halls and grounds within one hour following the official closing time for visitors. The same applies to vehicles. Any person wishing to leave the exhibition ground with packages must be able to prove the origin of such items to officials at the exits. Animals are not permitted on the Exhibition Grounds. No one is permitted to stay overnight in caravans on the exhibition grounds.

12. Construction Work

Messe Berlin GmbH would like to point out that construction work is currently taking place on the Berlin Exhibition Grounds. While every effort is being made to look after the interests of exhibitors and to keep any inconvenience to a minimum, there may be some restrictions around access areas. Some noise can also be expected from construction sites. We cannot accept any responsibility for claims arising in this connection.

13. Official Permits

Exhibitors are responsible for ensuring that the necessary permits have been obtained for their own activities on the stand and on the site, and those of staff acting on their behalf, and that all the relevant conditions of trade laws and police regulations are duly observed. If in doubt, applicants are advised to contact the relevant authority, or in the case of trade law, the commercial department of the local authority, Bezirksamt Charlottenburg von Berlin - -Abteilung Wirtschaft. **InnoTrans 2012** is recognised by the Senate Department of Economics, Labour and Women's Affairs. The commercial privileges set out in Part IV of the Commercial Regulations therefore apply.

14. Performing Rights (GEMA fees)

Authorisation must be obtained from GEMA for the public broadcasting of copyrighted music from discs or other sound systems and also for any music included in recordings of radio or TV programmes. Applications should be addressed to:

GEMA
Keithstrasse 7
10787 Berlin, Germany,
Tel. +49-(0)30-212 92-0.

15. Sales and Acceptance of Orders

Orders involving the obligation to supply goods or services may be taken at the fair and are not subject to any additional charges.

16. Federal Data Protection Law (BDSG)

Personal data about anyone with whom we conduct business will be stored and processed in accordance with §§ 28 / 29 BDSG under the terms of the contractual arrangement.

17. General Terms of Business

These Conditions of Participation are subject of the enclosed „General Terms of Business of Messe Berlin GmbH“.

18 Price information

The legally stipulated Value Added Tax (VAT) will be added to all prices shown unless it is explicitly stated that the amount includes VAT.

General Terms of Business for Trade Fairs and Exhibitions organised by Messe Berlin

General Regulations

1. Applications
2. Joint Exhibitors
3. Conclusion of the Agreement
4. Allocation of Stands
5. Exhibits
6. Terms of Payment
7. Liability, Insurance
8. Withdrawal from the Contract
9. Force Majeure
10. Workers' and Exhibitors' Passes
11. Photographs and Film, Video and Sound Recordings
12. Advertising
13. Official Approval, Legal Regulations, Technical Guidelines
14. Regulations for the Maintenance of Order

Stand Construction

15. General Regulations, Deadlines
16. Stand Design

Other Services

17. Exhibitor Service Documents
18. Security Cover, Cleaning
19. Technical Installations
20. Photography
21. Catering Services
22. Federal Data Protection Act (BDSG)

Concluding Regulations

1 Applications

1.1 Stand Applications

Applications to participate in a trade fair or exhibition (event) must be made using the form marked "Application Form". This form should be completed carefully and should include a legally binding signature. The application is an irrevocable offer to enter into a contractual agreement with Messe Berlin, to which the exhibitor is committed until the commencement of the event.

1.2 Details of the Contract

The main sections of the contract are

- a) the Application Form,

- b) the Special Conditions of Participation,

- c) the Regulations as contained in the Exhibitor Service Documents,

- d) the General Terms of Business.

Where there is conflict between these various regulations they shall apply in the order listed above.

1.3 Conclusion of the Contractual Regulations

By signing the stand application the exhibitor recognises as binding the Terms of Business

and Conditions of Participation, as well as the Regulations contained in the Exhibitor Service Documents. He is responsible for ensuring that those persons employed by him during the event also comply with the terms of the contract in every respect.

2 Joint Exhibitors

If a number of exhibitors intend to hire a stand jointly, they must name one of their number in their application who will be authorised to negotiate with Messe Berlin on their behalf.

The authorised party bears the same liability for any faults or cases of negligence on the part of those whom he is authorised to represent as he does for his own faults and negligence. The participating exhibitors are liable jointly and severally to Messe Berlin.

3 Conclusion of Contract

3.1 Confirmation of Order

Messe Berlin will confirm its decision to accept an offer with a written confirmation of order (acceptance of the exhibitor and the exhibits for which application has been made).

3.2 Restrictions on the Exhibitor and Exhibits

If relevant grounds exist, and in particular if there is insufficient space, Messe Berlin may exclude individual exhibitors from participating, and may also limit the event to specific groups of exhibitors, if this becomes necessary in order to attain the objectives of the event. This also applies to exhibits.

3.3 Deviations from the Application

If Messe Berlin accepts the application for display space or for exhibits, subject to extensions, restrictions or other alterations, it is obliged to abide by this offer for a period of two weeks.

4 Allocation of Stands

4.1 Principle

In allocating the stand Messe Berlin will take into account the subject and the way in which a particular event is subdivided, as well as the space that is available. Messe Berlin will endeavour to meet specific requirements for stand locations wherever possible.

4.2 Changes to Adjoining Stands

The exhibitor should accept that changes may take place in the situation on other stands at the beginning of the event, compared with

the time at which initial acceptance was granted. No claims for damages by either party can be entertained.

4.3 Exchanging Stands or Transferring them to Third Persons

The allocated stand may not be exchanged for that of another exhibitor, nor may it be transferred either partially or completely to a third person unless agreement has been reached with Messe Berlin.

5 Exhibits

5.1 Removal, Exchange

Only the agreed exhibits may be displayed. Furthermore they may only be removed subject to the approval of Messe Berlin. Exhibits may only be replaced by other items if written agreement has been obtained from Messe Berlin, and replacement must take place at least one hour before the official daily opening time, or one hour after the official closing time.

5.2 Exclusions

Messe Berlin 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, Messe Berlin is entitled to have recourse to law in removing the exhibits at the exhibitor's expense.

5.3 Direct Sales

Unless expressly permitted, no items may be sold directly. If such approval is given the exhibits must be marked with clearly legible price tickets. It is the exhibitor's responsibility to obtain the necessary approval from the trading and health authorities, and to observe these regulations. The Exhibitor Service Documents contain further details.

5.4 Protection of Copyrights and Patents

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

6 Payment Conditions

6.1 Date when Payment becomes Due

According to the confirmation of order, the stand rental is up until the Messe Berlin bank accounts listed on the invoice. These payments must be made within the time period specified in the special conditions of participation and be annotated with the invoice and customer number. The amounts are due for payment at the time the invoice is issued. A final invoice will be sent after the event ends.

6.2 Transfer of Claims, Offsetting Claims

Claims against Messe Berlin are not transferable. Claims may only be offset in the case of uncontested counter-claims or counter-claims which have been ruled valid.

6.3 Objections

Objections to invoices will only be considered if submitted to Messe Berlin in writing within 14 days following issue of the invoice.

6.4 Hirer's Rights of Lien

In order to secure any claims it may have, Messe Berlin shall be entitled to exercise its rights of lien as hirer, and to sell the items thus withheld as it wishes, following notification in writing. Messe Berlin is only liable for any damage to the items held in lien if such damage was caused maliciously or by gross negligence.

7 Liability, Insurance

7.1 Messe Berlin assumes full liability for all damages resulting from intention or gross negligence on the part of Messe Berlin, its legal representatives or managing staff.

7.2 Messe Berlin is fundamentally liable for damages caused due to gross negligence on the part of assistants employed by Messe Berlin. This liability is limited to damages that are generally associated with this type of contract.

7.3 Messe Berlin is fundamentally liable for every breach of contract with regard to major contractual obligations. Major contractual obligations are defined as those that are vital to achieving the objectives of the contract (cardinal obligations). For breaches of cardinal obligations, provided they do not fall under Section 7.1, liability is limited to damages that are generally associated with this type of contract.

7.4 The limits of liability according to Paragraphs 1 through 3 do not apply to liability for insufficient warranted quality, liability according to German product liability

laws, and liability for loss of life, limb, or health.

7.5 Messe Berlin is not liable for pre-existing deficiencies associated with rented space and equipment (guarantee liability), regardless of fault.

7.6 The exhibitor is liable in accordance with legal regulations. It is recommended that exhibitors carry sufficient insurance. For further details, see the Exhibitor Service Documents.

8 Cancellation, Non-participation on the Part of the Exhibitor; Withdrawal from the Contract by Messe Berlin

8.1 Cancellation, Non-participation on the Part of the Exhibitor

The full stand rental charge shall still be payable 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, Messe Berlin retains the right to demand 25% of the invoiced stand rental charge from the original lessee to cover costs. The full stand rental must be paid when Messe Berlin rents the agreed upon stand space, although the overall area is reduced as a result of the cancellation/non-participation.

The lessee retains the right to submit evidence to prove that no such costs were incurred by Messe Berlin, or that they were lower than stated. The right to assert additional claims remains unaffected.

8.2 Withdrawal by Messe Berlin

Messe Berlin 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 of the official opening;
- c) if the exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;
- d) if the registered exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if Messe Berlin subsequently becomes aware of any reasons which, had they been known before, would have excluded that person from participation.

This applies in particular when bankruptcy or insolvency proceedings have been instituted, or if the exhibitor becomes insolvent. Exhibitors are required to inform Messe Berlin immediately in such circumstances.

In that cases, referred to above, Messe Berlin is entitled to claim damages. No. 8.1 may be applied accordingly.

9 Force Majeure

9.1 Cancellation of the Event

If Messe Berlin is prevented from holding the event for reasons outside its own control or that of the exhibitor, all claims to the stand rental become void. However, Messe Berlin may still invoice the exhibitor for work carried out in 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.

9.2 Rescheduling of the Event

If Messe Berlin is in a position to hold the event at a later date it must notify exhibitors immediately. Exhibitors are entitled to cancel their 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.

9.3 For Events that have Already Commenced

If Messe Berlin 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.

10 Workers and Exhibitors Passes

10.1 Workers' Passes

Exhibitors will be supplied free of charge with passes for themselves and for any auxiliary staff employed during construction and dismantling. These will only be valid during construction and dismantling periods, and do not entitle the holders to enter the Exhibition Grounds during the event itself.

10.2 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. Additional details can be found in the conditions of participation.

10.3 Regulations Applying to Both Types of Passes

Passes are issued in the holder's name, or must be filled in correctly by the holder, who should also sign them. They are not transferable and are only valid in conjunction with an official ID document. In cases of misuse the passes will be withdrawn without compensation. In the case of joint participation by a number of exhibitors, only the authorised exhibitor will receive the required passes. Additional passes are available, for which a charge will be made.

11 Photographs and Film, Video and Sound Recordings

Messe Berlin 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 Messe Berlin.

12 Advertising

12.1 Scope

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

12.2 Approval

Advertising by means of loudspeakers, the display of slides or films, or the inclusion of performances or shows require the written approval of Messe Berlin. 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.

13 Official Approval, 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 (performing rights) regulations, as well as with regulations pertaining to trading and industrial law, police regulations, health regulations and other legal requirements. This also applies in particular to the "Law on technical equipment" (Gerätesicherheitsgesetz). Moreover, exhibitors must observe the "Technical Guidelines" as specified in the Exhibitor Service Documents, in particular with regard to the regulations

contained therein relating to stand construction and design, and the extensive safety regulations also specified in this folder.

14 Regulations for the Maintenance of Order

14.1 Domiciliary Rights

During the event exhibitors are subject to the domiciliary rights of Messe Berlin, which apply throughout the Exhibition grounds. Exhibitors must comply with instructions given by employees of Messe Berlin, who will prove their identity by means of an appropriate identification document.

14.2 Parking Spaces

Efforts will be made to meet exhibitors' specific requirement regarding parking on the Exhibition Grounds. However no automatic rights exist to a parking space.

14.3 Access to the Exhibition Grounds

Vehicles which do not have the correct authorisation or a document entitling them to park within the Exhibition Grounds will not be allowed access to the grounds during the event. Regulations pertaining to the delivery of goods and other items are covered by the conditions of participation.

14.4 Leaving the Grounds

Exhibitors and accompanying persons must leave the halls within one hour following the official closing time each day, and all vehicles must leave the grounds by this time. Any persons wishing to leave the exhibition with packages must furnish proof that they are entitled to do so to the security staff at the exits.

14.5 Miscellaneous

No animals are permitted 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.

14.6 Environmental Protection

Exhibitors are required to make every effort to protect the environment. In this respect they should also observe the Environmental Guidelines of Messe Berlin which are enclosed with the Exhibitor Service Documents.

15 General Regulations, Deadlines

15.1 Deadlines

The construction and dismantling periods will be specified in the Special Conditions of Participation.

15.2 Construction, Services for Exhibitors

The Exhibitor Service Documents contain a list of services available from MB Capital Services GmbH, a division of Messe Berlin, regarding planning, construction and design of standard and individual stands.

15.3 Dismantling

a) Clearance Passes

A clearance pass must be shown before exhibits can be removed at the end of the exhibition or trade fair. Such passes will only be issued and made available to the stand occupant if the stand rental invoice has been paid in full.

b) Dismantling Period

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 Messe Berlin is entitled to undertake dismantling, removal of exhibits and their storage at the exhibitor's expense, or to order such arrangements to be made at the exhibitors' expense. Messe Berlin will only be liable for losses or damage to exhibits when such losses or damages are due to deliberate action or gross negligence. Messe Berlin is entitled to impose liens to cover any expenses thus incurred (No. 6 Item 4).

16 Stand Design

16.1 Authorization Certificate

Exhibitors with ground-level, single-story stands without roofs are not required to submit plans for approval, providing the stand is in compliance with all other technical guidelines. Any other type of stand, mobile stand, or special constructions require approval. Construction plans (floor plan and front view) must be submitted in duplicate to Messe Berlin for approval. Complete details can be found in the Exhibitor Service Documents.

16.2 General Appearance

The exhibition stand must comply with the overall plan for the exhibition. Messe Berlin reserves the right to prohibit construction of unsuitable or inadequately designed stands.