

Conditions of Participation Special Section



IMB Select 2010
09. – 10.11.2010

1 The fair, the organizers, the venue, the dates

The IMB Select 2010 is being organized by the Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

Opening times

The exhibition will be held in halls in the Cologne trade fair complex from Tuesday, 09th November 2010 to Wednesday, 10th November 2010. It will be open to visitors from 9:00 a.m. to 6:00 p.m. (09/11.) and 9:00 a.m. to 5:00 p.m. (10/11.) and to the exhibitors from 8:00 a.m. to 7:00 p.m. respectively 6:00 p.m.

Exhibitors should note the following schedule when making their plans:

Construction:	08/11/2010
Handover of completely outfitted stand:	08/11/2010, 9:00 a.m.
Dismantling of all stands and exhibits:	10/11/2010, from 6:00 p.m. 11/11/2010, to 6:00 p.m.

2 Eligibility to take part

Only manufacturers and merchants of products which fall within the scope of the list of products may exhibit. Importers and merchants must show that they have sole distributor rights in Germany for the products they wish to exhibit and must produce a corroborative statement by the manufacturer.

3 Participation fees and other costs

Your participation as an exhibitor will entail the following costs:

3.1 Rental (package price)

Per m² floor space including turnkey stand: 299.00 euros

The package price also includes the following Business Package:

- Exhibitor passes (see Item 5)
- 2 parking permits
- 1 catalogue incl. catalogue entry
- 20 admission ticket vouchers for your customers
- Special visitor advertising materials
- Admission for 2 people to the Get-together Party
- Congress admission tickets (see Item 6)

The rental fee also covers the following:

The exhibition space for the entire duration of the fair including the stipulated erection and dismantling period, the use of all the technical and service facilities in the exhibition area, lighting, ventilation, airconditioning, energy costs and aisle cleaning services in the exhibition area advice by Koelnmesse experts on organization, advertising and PR work for your participation, the provision of rooms for press conferences, press contact services, participation in general PR activities for the fair and the industry.

3.2 Co-exhibitor-charge

As far as accommodation of other firms will be permitted on the stand, 350.00 euros will be charged for each co-exhibitor.

3.3 Speakers' Corner

20-minute time slots costing 390.00 euros each are sold to exhibitors for presenting products and the like on the congress stage (on a first come, first served basis).

3.4 VAT

All prices are net of value added tax, which will be charged at the statutory rate where applicable. Foreign exhibitors (companies) can apply for a refund of the Value Added Tax (Mehrwertsteuer) invoiced to them from the Bundesamt für Finanzen, Außenstelle 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.

3.5 Costs in the event 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 (= 299.00 euros/m²) if the reserved stand area can be rented to a third party. At a minimum, they have to pay a compensation fee of 1,000.00 euros.

4 Stand sizes and construction

The minimum stand size is 12 m². Please find details of the stand equipment on form S.12

The exhibiting company's name and full address must be clearly visible on each stand. The presentation of products registered solely in videos, films, slides, photos or in a similar manner is prohibited. Exceptions to this rule are cases where the functioning of a product is to be demonstrated as well as products which can only be transported or exhibited with difficulty because of their size or due to special circumstances.

5 Exhibitor cards and cards for stand construction personnel

As an exhibitor you will receive, free of charge, 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.

The cards will be valid from the first day on which stands can be erected to the last day on which they can be dismantled.

The cards will be forwarded to you with the invoice.

Used exhibitor cards, i.e. those bearing the names of stand personnel, may be exchanged once for new cards free of charge if stand personnel are replaced during the exhibition. The new cards can be obtained from the marketing department office.

Additional cards may be requested in exceptional circumstances.

You will also receive free working passes to enable company personnel to enter the trade fair complex for the purpose of erecting and dismantling the stand. These cards 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 cards will also be forwarded with the stand rental invoice.

6 Congress entry cards

Each exhibitor will get 1 card per rented square metre free of charge for the congress taking place from 09th–10th November 2010. Additional cards are available for 60.00 euros (1 day, regular price 120.00 euros) and 85.00 euros (2 days, regular price 170.00 euros).



7 Rules on 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.

8 Verbal agreements

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

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. Distributing printed matter or advertising material outside your own trade fair stand.
2. Staging visual or audio presentations without prior registration and approval.
3. Staging any kind of presentation in the aisles.
4. 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.
5. Advertising of an ideological or political nature.
6. Accompanying events on or outside the exhibition grounds during the open hours of the trade fair.

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

10 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.

11 Severability clause

Should a provision of this contract prove to be wholly or partly void or should the contract have omissions, this shall not affect the validity of the remaining provisions. A provision shall take the place of the invalid provision or fill the omission that, as far as legally possible, comes closest to what the contractual parties intended or, given the sense and purpose of this contract, would have intended if they had considered the matter.

Should the invalidity of 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.