

# GENERAL TERMS AND CONDITIONS TERMS OF PARTICIPATION/EXHIBITION

(Amended February 11<sup>th</sup>, 2013)



## 1. CONTRACTUAL BASIS AND SUPPLEMENTAL PROVISIONS

1.1 The organizer of the trade fair/event is

REECO Austria GmbH

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Here unto referred to as "organizer". The organizer reserves the right to relegate the execution and organization of the event onto another company.

1.2 The contractual relationships between the exhibitor and the organizer regulated by "Terms of Participation", "Special Terms of Participation", the "Exhibitor Registration", "General Technical Conditions" and remaining provisions will be provided to the exhibitor by email and/or post and/or fax separately.

## 2. REGISTRATION

2.1 For each exhibition/trade fair, particular registration documents must be completed, signed by an authorized representative and sent to the organizer by the assigned registration deadline (see "Exhibitor Registration" and "Special Terms of Participation"). An offer form signed by the exhibitor and completed with a company stamp is also valid in this case.

2.2 The submission of the registration form does not automatically entitle the applicant the ability to participate. The submission of the completed, signed registration/offer request is an offer by the exhibitor to the organizer, which officially requires the acceptance of the organizer based on the organizers discretion.

2.3 With the registration, the exhibitor fully recognizes the contractual terms and conditions as defined in clause

1.2. One-sided provisions or addendums will not be considered. The exhibitor must also ensure that the person to whom responsibility of working at the trade fair/exhibition is relegated, as well as any supplemental aides, perform their duties in accordance with the defined terms and conditions.

2.4 For registration processing purposes, data will be stored and evaluated. The data may be given, if necessary, to a third party. The exhibitor hereby gives consent for such actions.

## 3. AUTHORIZATION, SPACE ALLOCATION

3.1 All manufacturers, dealers, service providers and institutions and/or associations and federations as well as those companies authorized by a manufacturer to exhibit, in addition to those companies whose articles essentially and thematically belong to the trade fair/exhibition, each of whom may be based in Romania or abroad, are able to receive authorization. Participation in the form of community stands is permitted (see clause 4), though all participating companies must, in this case, provide written documents affirming this arrangement before the official delivery date for printing data.

3.2 All exhibit and service offers must correspond to the offer arrangement of the corresponding trade fair/exhibition and be designated both by name and type. Dimensions and weight of the individual exhibits must be indicated. The organizer reserves the right to require that articles be removed from the fairgrounds, those items deemed bothersome, unsuitable, or thought to endanger the public. Should one refuse to heed the demands of the organizer, the articles will be removed by the organizer at the expense of the exhibitor. The exhibitor ensures that they have the unlimited authority to dispose of the objects within the exhibition for which they provided, that requisite official permission/permission for operation from the enterprise has been granted for such items.

3.3 Concerning the approval of the exhibitor and the registered objects, the organizer with make a decision, if necessary, with appropriate responsible committees. The exhibitor can also justifiably exclude individual exhibitors or bidders, especially if sufficient space is unavailable and/or the limitation of particular individual exhibitors or groups of bidders is in the best interest of the event. Furthermore, the organizer is entitled to restrict registered exhibition objects as well as change the amount of space allocated as deemed necessary. The approval is valid only for registered exhibition objects, exhibitor, and space which were indicated in the approval confirmation. That which is not registered and approved may not be exhibited. Moreover, this extends to particular products in another form, i.e. in the form of advertising brochures or sales discussions.

3.4 The exhibitor will receive a written notice of approval. With this notice of approval, the contract between the organizer and the exhibitor is sealed.

3.5 Those exhibitor that had not fulfilled all financial obligations with the organizer in the past, as stipulated by the contract (see clause 1.2), or that had breached contract, can be barred from the approval process. The organizer is entitled to call upon those seeking approval in such circumstances, in order to seek compensation for damages in accordance with the provisions detailed in clause 7. Should the basis of such an arrangement be under false pretenses, or a miscalculation, the conditions of approval will be deemed void.

3.6 In the allocation of space, the organizer does consider thematic issues and arrangement of the respective event in addition to availability. Space preferences indicated during registration will be fulfilled if deemed possible by the exhibitor. The sequence of registration document receipt does not affect the allocation of space. The organizer reserves the right to change the size, form and layout of the assigned space. Due to necessity of such measurements, the organizer agrees to

report such changes as soon as possible to the exhibitor whereby the possibility to be allocated to another stand of the same price may be offered, that depending on factors such as availability. If the price for participation changes, reimbursement or recalculation will take place. The exhibitor is entitled the privilege to revoke registration, but only if executed within one week of receipt of the report. Claims for compensatory damages are barred from both sides. The exhibitor must agree by purchasing, that the layout of the remaining space has been changed accordingly prior to the beginning of the trade fair/exhibition. No pretensions may be asserted from that. An exchange of assigned space with another exhibitor, as well as a partial or complete relinquishment of space to a third party is prohibited without agreement of the organizer.

## 4. CO-EXHIBITORS

4.1 The approval of co-exhibitors is to be requested in writing. Co-exhibitors are considered to be all companies aside from the applicant that present their products upon the rented stand, and which the exhibitor did not produce. They are also considered co-exhibitors if they have close economic or organizational ties to the applicant.

4.2 The exhibitors and co-exhibitors which exhibit together must have designated a joint authorized representative (main exhibitor).

4.3 For each certified co-exhibitor, a registration fee (see "Special Participation Conditions") will be assigned which will be charged together with the participation price plus accompanying value-added tax.

4.4 If a given exhibitor fails to submit an agreement concerning a co-exhibitor, the organizer is entitled to cancel the contract without notice and receive compensatory damages due to default upon contractual obligations.

4.5 Co-exhibitors are placed in the official trade fair catalogue and in the exhibitors list as well as upon the respective internet portal, in addition to having the opportunity to advertise in the goods directory (see clause 15).

4.6 The main exhibitor is liable for obligations, financial and otherwise, in accordance with the contractual terms and conditions (see clause 1.2) incurred by coexhibitors.

## 5. PRICE FOR PARTICIPATION/SETTLEMENT PRICE

5.1 The price for participation is calculated by the net costs per m<sup>2</sup>, then multiplied by the number of square meters of the space (surface area) and size, as well as an implementation-dependent rental price. The minimum size of a stand is specified in the "Special Participation Conditions". Every additional square meter of stand space will be computed as a rightangled addition without consideration of the stand form.

5.2 The price of participation as well as all other costs compose the net price. The value-added tax is calculated using factors such as time and the country in which the event takes place: legal limits are calculated.

5.3 Apart from the participation price, an additional figure plus value-added tax (see "Special Participation Conditions") for additional expected expenses (i.e. technical service, publicity, advertisements) will be charged.

5.4 The organizer reserves the right to offer select associations, societies, environmental groups and other organizations favoured stand rental prices.

## 6. PAYMENT PERIOD AND TERMS/LIENS

6.1 The total amount due, consisting of the additional payment (see clause 5.3) and the participation price (see clauses 5.1 and 5.2) are to be paid as indicated on the approval/invoice. Full payment in accordance with the amount on the approval/invoice is a condition for the acquisition of exhibition space, entry in the trade fair/exhibition catalogue and the issue of exhibitor identification passes. No respite for deviation from these regulations is to be given. The invoices for the eventual additional costs (i.e. technical service, accessories) will be received by the exhibitor after the event. Settlement is to occur with receipt of the additional costs. Refute of costs calculation will only be considered within 14 days after the issue of the invoice.

6.2 If the exhibitor chooses to deviate from the registration agreement which results in the modification of the invoice as a consequence, the organizer reserves the right to charge a fee of EUR or RON 25, in addition to value-added tax as required by law.

6.3 The total amount on the invoice is to be transferred in full, without discount, using the data and invoice number on the appropriate date, in EUR or RON, to the account indicated on the invoice.

6.4 Should the exhibitor not fulfill their obligations during the appropriate time period, the organizer, as stipulated by law, retains the right, upon settlement and review of the circumstances of breach of contract, to terminate the contract and assume control, where appropriate, of the rented exhibition space and seek compensatory damages as stipulated in clause 7.

6.5 If several exhibitors/co-exhibitors rent a stand together, then all are considered individually as the total debtor. They must designate a joint authorized person during registration.

6.6 Memoranda sent to the representative indicated during registration are considered valid as official communication with the exhibitor, even in the case of a community stand.

6.7 If an exhibitor does not fulfill his financial obligations, the organizer can exercise its lien, retaining the exhibition articles and the stand equipment and sell independently at public auctions at the expense of the exhibitor or independently sell upon receipt of written notice. The legal provisions concerning compensation are - so far as legally possible - ceded. Liability for claims on pledged property are only taken over in the context of clause 11.

# GENERAL TERMS AND CONDITIONS

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### 7. RESIGNATION AND NON-ACCEPTANCE PROCEDURES, COMPENSATION

- 7.1 Exhibitor resignation after the entrance confirmation/approval is basically not possible.
- 7.2 In the event that the exhibitor does not participate or in the case defined in clause 6.4, the payment for the total price of participation is due. Should the organizer succeed in securing a rental agreement for the space by other means (exchange not possible), the exhibitor must pay 25 % of the total participation price, a minimum of EUR 750 in addition to value-added tax, as lost profit and replacement of administrative costs.
- 7.3 In the event that a co-exhibitor does not participate, the registration fees (see "Special Participation Conditions") are owed in full. 7.4 Stands which are not recognizably furnished at least 18 hours before the beginning of the trade fair/exhibition can, with respect to the overall event, be re-allocated. The exhibitor would nevertheless owe the full price of participation as a replacement to the organizer for outstanding damages. Should no interested party be found due to the brevity of the time given, the arrangement of the stand space will be taken over by the organizer at the expense of the exhibitor.
- 7.5 If the exhibitor, due to circumstances beyond the control of both the exhibitor and the organizer, be unable to participate, the exhibitor must only pay half of the amount stipulated in clause 7.2.
- 7.6 In all cases, the exhibitor and/or co-exhibitor does have the right to contend that the actual accrued damage is lesser than that the agreed sums usually applied for damages.

### 8. STAND CONFIGURATION/STAND EQUIPMENT

- 8.1 The exhibitor is entitled to set up their own stand after arrangement is made with the organizer.
- 8.2 The configuration of the stand depends upon the adherence to all conditions of the contract (see clause 1.2), to which each exhibitor must commit. The exhibition stand must be adapted to the total plan for the trade fair/exhibition. The organizer reserves the right to refuse particular constructions which do not match the event or are insufficiently equipped or have them replaced at the expense of the exhibitor. The stand must be duly equipped and manned by expert personnel for the entire length of the trade fair/exhibition. The construction of the stand must, at the latest, be completed by the pre-determined time, with all packaging material removed from the site. Special conditions for rented stands: painting or wallpapering of the stand is forbidden; damage to the walls by bolting, pasting, cutting, drilling, etc. requires repurchasing or fixing the walls, which would incur an additional 25 % fee at the expense of the exhibitor. After the stand has been dismantled and cleaned, the exhibitor withholds the right to seek remuneration for any damages made to the stand without prior reminder. The organizer is further entitled to order necessary repairs on behalf of and in authority for the exhibitor. The company charged with repairing the items directly claims the exhibitor.
- 8.3 With all installation procedures, existing feed lines, safety equipment and splitter boxes must be taken into consideration. Should any of these items be inside of your stand space, they must be accessible at all times. Building elements, stand signs and flags must be situated so that no unreasonable impairment is made upon any neighbors. Misleading name plates, as well as advertisements for unauthorized products and services must be promptly removed upon request of the organizer. As stipulated in the "Special Terms of Participation", it could be possible that certain trade fairs/exhibitions have rules regarding stand signs. Fire code regulations are to be considered. If required, structural installations must obtain building code clearance at the request of the organizer. Three copies required building applications as well as plans, statistical calculations or inspection and test log books should be submitted to the organizer in a timely fashion, at least 6 weeks prior to the assembly period. The loading and unloading of vehicles (if available) should exclusively take place via the carrier assigned by the trade fair/exhibition organizer. Vehicles assigned space by the organizer must leave upon request and latest upon completion of the work. Otherwise, the organizer is authorized to remove the vehicles at the expense of the exhibitor.
- 8.4 Exhibition gear and stand equipment deemed objectionable by the organizer, be it through appearance, smell, unsatisfactory cleanliness or disturbing by any other means, must be removed promptly upon request of the organizer. This is also applicable when such features are deemed unsatisfactory, even if the organizer had previously accorded approval. Should the exhibitor refuse to remove the objectionable materials, the organizer reserves the right to close the stand. Claims for remuneration for the price of participation or other claims cannot be derived from closure in such circumstances.
- 8.5 The storage, demonstration and operation of objects which can be deemed dangerous or unsuitable to the general public or surrounding property are forbidden.
- 8.6 The following regulations were issued by security authorities, to which all exhibitors are obliged to observe: a) decorations and linings must be in accordance with DIN 4102, proven to be fireproof. It is recommended that corresponding confirmation be obtained from the authorized company. Special authorization from the organizer should preclude any use of straw, reeds, spruce, or similar materials. Ceiling coverings, even from fireproof materials are forbidden in visitor areas or emergency exits b) All supply systems (i.e. electricity and water) may only be installed by the exhibition installers designated by the organizer c) gas fire places and other heating sources, especially heating appliances without chimney, generators, air conditioners as well as dangerous substances must be operated only after approval of the fire inspector (fire protection representative). Gas fire places must correspond with the safety regulations. Flammable materials must be stored at a sufficient distance from the flame or any exhaust gas line/ventilation route. Electric stovetops must be on shatterproof and flame resistant materials. The use of gas, oil, or wood burning installations can only be used after special approval has been attained. The

- organizer reserves the right to remove unregistered and unauthorized fire places at the expense of the exhibitor d) Packaging materials may not be stored in the exhibition space e) All security exits and entrances to operation rooms must be kept free of debris. They may neither be blocked nor hidden. Visitor routes also serve as emergency exits during the assembly and disassembly periods! f) The exhibitor is obliged to attach protective devices to machines and objects on display that correspond to the cooperative vocational regulations for the prevention of accidents. The organizer reserves the right to forbid the exhibition or operation of machines and objects upon discretion.
- 8.7 The exhibitor is responsible for clearing the stand within the allotted time period. After the period defined in "Special Terms of Participation", all obligations assumed by the organizer expire. All goods still to be found in the exhibition space, including those sold on escrow at the exhibition, are not the responsibility or liability of the organizer. The event organizer is entitled to charge a storage fee, including any additional exhibition costs (space fees, power costs and heating), for any exhibition materials or equipment that are not dismantled and removed within the specified time frame. Furthermore, the event organizer is authorized to entrust the removal and storage of exhibition materials to a suitable company at the exhibitor's expense.
- 8.8 Before the official dismantling date, the exhibitor is neither entitled to remove the exhibition materials from the stand, nor to begin the disassembly of the stand. With derivation from this, the organizer reserves the right to impose a conventional penalty at a value of EUR 2.000.
- 8.9 Preferred assembly times and extended disassembly times must be requested and authorized.

### 9. TECHNICAL EQUIPMENT (SEE ALSO CLAUSE 8)

- 9.1 (also see clause 8) Requests for technical equipment, rental furniture, advertisement placement, etc. can only be considered if they are aligned with the purchase order time schedule of the exhibitor (six weeks prior to the beginning of the trade fair) as well as indicated on the registration form.

### 10. SALES REGULATIONS

- 10.1 The divestiture of goods for payment at the stand (sales by private contract) is permitted exclusively for articles confirmed by the organizer and in accordance with respective regulations. The catering services are provided by the organizer.

### 11. LIABILITY AND INSURANCE

- 11.1 The organizer is only absolutely liable in cases of premeditated or gross negligence by its organs or managing employees.
- 11.2 In the case of negligent injuries of substantial contractual or non-contractual obligations or in the case of liability for the infringement of these obligations through temporary help and/or employees, the organizer is only liable for double the price of participation, as far as no gross negligence can be proven.
- 11.3 The organizer holds no other liability for any other reason. The organizer is not responsible for the exhibition objects of the exhibitors.
- 11.4 Any damage is to be reported to the police and the organizer immediately. Remuneration for damages is not possible, if the organizer's insurance rejects absorption of costs due to a late notification of claim by the exhibitor. The organizer rejects the assumption of damage costs if notice to the insurance company is tardy.
- 11.5 The exhibitor is liable, rather than the organizer, for all damages caused by the exhibitor, those employed by the exhibitor, those assigned by the exhibitor, or the exhibition equipment and installations to any person or object. Every exhibitor is obligated to arrange appropriate insurance with a Romanian insurer.

### 12. SURVEILLANCE/CLEANING

- 12.1 The supervision of the stand is generally a duty of the exhibitor. It is recommended that valuable items that are easily removable from the stand be sealed. The organizer does not provide for general surveillance of the trade fair and exhibition grounds neither during nor outside the hours of operation for the trade fair/exhibition. Should the exhibitor desire surveillance of the stand, the exhibitor must use the security service designated by the organizer. The exhibitor bears the cost.
- 12.2 The organizer provides for a general cleaning of the space and the hallways. The cleaning of the stand is incumbent upon the exhibitor and must be completed daily prior to the opening of the event. Should the exhibitor desire a cleaning service, the exhibitor must use the cleaning service designated by the organizer, thus availing itself of the required cleaning.
- 12.3 Should garbage or other equipment be left after the clearing of the stand, the organizer reserves the right to remove and dispose of the objects at the cost of the exhibitor as well as charge a supplement of 25 %. The terms defined in the "Technical Terms and Conditions" regarding waste disposal are to be observed.

### 13. PRESENTATIONS, ADVERTISING, ADVERTISING SPACE

- 13.1 All types of presentations (i.e. demonstration of machines, slide or film presentations, etc.) require a written agreement with the organizer. The organizer reserves the right, even after approval, to confine or cancel the presentations that produce noise, dirt, dust, exhaust fumes or could otherwise cause or lead to encroachment upon a third party. Audible advertising can only be carried out with approval of the organizer and only if neighboring exhibitor are not disturbed.
- 13.2 Advertising for firms which are not named on the exhibitor registration, nor registered as coexhibitors is forbidden.

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**13.3** Political advertising and/or political statements are prohibited unless the political statements belong within the context of the trade fair/exhibition.

**13.4** The posting or driving of advertising materials on the free-air area, as well as the distribution of printed materials and samples outside of the rental stand is exclusively reserved for those with written approval as per the "Special Advertising Possibilities" of the individual exhibition. Beyond that, the approaching and questioning of visitors outside of the rental stand is strictly forbidden.

**13.5** The organizer is entitled to prevent and discontinue any unauthorized advertising without judicial or police assistance to discontinue/dispose of the advertising and/or approve of the advertising. The cost of removing the unauthorized advertising materials is the responsibility of the exhibitor.

### 14. CATALOGUE ENTRIES

**14.1** The exhibitor, through the registration, is committed to submit a company entry for themselves and, if necessary, any co-exhibitor to be placed in the alphabetical list of exhibitors. This charge for this entry is given to the exhibitor. The catalogue editorial insert also gives the exhibitor the opportunity to provide a detailed advertisement. Only certified exhibitors/coexhibitors are placed in the exhibitor and goods directory.

**14.2** Should the data for the required entry not be submitted by the specified date (see "Special Terms of Participation"), the information will be gathered from documents which had already been submitted. Legal claims cannot be derived from incorrect, incomplete, or non-placed entries.

### 15. PROVISOS

**15.1** The organizer reserves the right to cancel the trade fair/exhibition, postpone or relocate the event, or alter the length of the conference for an important reason - as a spatial relations shift, police arrangements or other serious circumstance require - as well as to limit or change the area allotted to an exhibitor. A relocation or postponement or other change will, upon communication with the exhibitor, become a component of the lease.

**15.2** The exhibitor also has the right to call of the trade fair/exhibition when the minimum number of registrations has not been reached and the event becomes no longer economically reasonable.

**15.3** Should the trade fair/exhibition not take place due to reasons beyond the power of the organizer, the organizer can request, a sum of up to 25 % of the proportionate participation price in order to cover costs. If the exhibitor ordered additional services, such charges can also be applied to the exhibitor.

**15.4** If the organizer represented the cancellation of the trade fair/exhibition, no amount is due from the exhibitor.

**15.5** Claims for damages against the organizer and claim limitations are described in clause 11.

**15.6** If the organizer must shorten a meeting due to reasons beyond the organizers control, the exhibitor has no claim to full or partial remuneration or waiver of participation price.

### 16. EXHIBITOR IDENTIFICATION PASSES

**16.1** Each exhibitor, following payment of the amount on the invoice (see clause 6), receives exhibitor's passes for their stand. The admission of co-exhibitors does not raise the number of exhibitor identification passes received. Additional exhibitor identification passes are available from the organizer. The exhibitor identification passes are intended to be carried at all times by stand personal in order to be shown to entry control. These passes are non-transferable.

### 17. PHOTOGRAPHING, FILMING, DRAWING

**17.1** Filming and drawing inside the fairgrounds is reserved only for persons approved by the organizer. Stand photos not taken during the operating hours of the event are permitted, though if extra lighting is required, the agreement of the organizer is required. Any cost arising from this are debited to the organizer, so long as such costs are not covered by the photographer. The exhibitor is entitled to photograph, make film and draw aspects of the event, the stands, and the exhibition objects and to use them, free of charge, for advertising or general press releases.

### 18. GUARANTEE

**18.1** Any complaints arising from defects of the stands or the exhibition space are to be given to the organizer, in written form, immediately upon acquisition, at the latest on the last assembly day, so that the organizer can take corrective action. Complaints submitted at a later date cannot be considered and cannot lead to any claims against the organizer.

### 19. COMMERCIAL PATENT RIGHTS

**19.1** The securing of copyrights or other commercial patent rights for exhibition objects is the business of the exhibitors. A six-month protection from the beginning of the exhibition, due to the Patent Act, is enacted for a certain exhibition only if the Federal Minister for Justice published an appropriate proclamation in the Federal Law Gazette.

**19.2** Each exhibitor is obligated, rather than the organizer, to consider the commercial patent rights of the other exhibitors and omit offences. If the organizer is convinced of any injury to patent rights, the organizer is entitled, but not obligated, to demand the forbearance and, when the forbearance is not heeded, able to remove the items or print objects with the patent right violation or close the stand. Furthermore, the organizer is entitled to refuse service for further trade fairs/exhibitions, or require the exhibitor agree to a special approval process in which said

party is subject to special conditions, obligations and securities. This regulation does not justify an obligation on behalf of the organizer to intervene in patent right injury cases.

### 20. RIGHTS OF OWNER, NONCOMPLIANCE

**20.1** During the event, the exhibitor must comply with the rights of owner held by the organizer while on the grounds of the event. The dispositions of the organizer, or representatives of the organizer, those being legitimized by an identification pass, are to be obeyed. Offences against these terms of participation or in the context of the rights of owner, entitle the organizer, when the noncompliance is not stopped upon request, to close the stand, without possibility for remuneration, at the cost of the exhibitor. The disposition of responsible persons (i.e. firemen, technology services, sanitation services, police, etc.) is to be obeyed.

### 21. INEFFECTICACY OF SPECIFIC REGULATIONS

**21.1** The inefficacy of individual regulations of these terms of participation, or those in clause 1.2, do not in any way preclude the inefficacy of the entire contract.

### 22. ZONE OF COMPLIANCE AND AREA OF JURISDICTION

The zone of compliance for both parts is Bucharest. Area of jurisdiction is Bucharest, as long as the exhibitor is a registered merchant or a legal entity in public law or a public special estate, or also if the exhibitor has not area of jurisdiction in Romanian. Romanian law is applied.

### 23. SEVERABILITY CLAUSE

If individual regulations of this contract, either in whole or in part, are or will be inefficacious, or should a gap in the present contract be found, the validity of the remaining regulations is not affected. In place of the inefficacious regulation, or to fill in the gap for an appropriate regulation, what comes into effect, as far as legally possible, is what the contracting parties would have wanted, should they have considered the point.

# GENERAL TERMS AND CONDITIONS

## TECHNICAL TERMS AND CONDITIONS

(Amended February 21<sup>st</sup>, 2011)



### 1. TRAFFIC IN FAIRGROUNDS – EMERGENCY MEASURES – SAFETY INSTALLATIONS

1.5.1 The marked emergency and no parking zone routes to the halls and/or the fire truck access routes must be clear at all times. Vehicles obstructing the routes of the emergency vehicles are liable to pay towing costs.

1.5.2 Fire alarms, fire extinguishers, fire hoses, triggering mechanism for smoke detectors, closing apparatuses for hall doors and other safety devices, as well as emergency exits signs, those usually being green, must at all times remain accessible and visible; nothing may obstruct these items, and any exhibitor which blocks such items is liable to pay the costs to remove the obstructing items.

1.5.3 The hallways may not be constricted by any item, as they are meant to be escape routes in case of emergency.

1.5.4 The emergency routes are to be kept free at all times. The doors in the path of the emergency vehicles must be able to be easily opened to their full degree.

1.6 Traffic control: We ask that each individual respond to the instructions of traffic controllers, traffic regulations, and employees of the organizer. All corresponding information and announcements are to be observed.

#### 1.7 Hours of Operation

1.7.1 Assembly and Dismantling Times: The general assembly and dismantling times are given in the "Special Terms of Participation". For reasons of general security in the trade fair grounds, the halls and trade fair grounds can be locked while the trade fair is not in session.

1.7.2 Duration of Trade Fair: During the event, the halls will normally be locked 30 minutes after the trade fair ends for the day. Exhibitors that must stay past this time, which is decided upon on a case-by-case basis, require special permission from management. The entry and exit of these exhibitors shall be conducted by security personal only if special permission has been granted.

### 2. ASSEMBLY REGULATIONS - CONSTRUCTION METHODS – BUILDING MATERIALS FOR STAND CONSTRUCTION

2.1 Stand Security: Exhibition stands, including equipment and exhibit itself, as well as advertising media are to be built so that public security and order, in particular in terms of life and health, are in no way hazardous. The DIN 4102 (regulations concerning flammable building materials and parts, that being valid in all cases) is to be observed and followed without question. In all other respects, state building regulations are valid in all cases as well.

2.2 Exits for large stands: Stands with an area of more than 150 m<sup>2</sup> or a length of more than 20 m must have at least 2 separate exits which are to be arranged opposite from each other if possible. Paths fixed by the organizer may not be closed by any element.

2.3 General Fire Protection and Safety Precautions 2.3.1 Easily flammable and flammable dripping building materials may not be used at the stand or in stand materials. Decoration materials of all kinds can only be placed only if flame retardant and after impregnation in accordance with DIN 4102. The flame-retardance must be proven by the exhibitor.

2.3.2 The use of balloons filled with combustible gases is generally forbidden in the halls and open air area.

2.3.3 The use of combustible liquids for cleaning purposes is forbidden within the halls.

2.3.4 There is general smoking prohibition in the halls. Provided that a stand or part of the stand has no explicit smoking prohibition, provisional measures such as numerous ashtrays or ash containers that are periodically emptied must be on hand at the booth.

2.3.5 The storage of empties of all kinds at the stand is prohibited. All empties are to be brought immediately to intended storage facilities for empties or removed by the trade fair expediter for a fee.

2.3.6 In the stands, no trash bins of flammable materials are to be present. Waste baskets for paper and trash cans are permitted, though they must be emptied every evening after the trade fair/exhibition closed for the day into the marked collection bins. Should large quantities of flammable waste accumulate throughout the day, it must be emptied several times daily. Calculation of charges is made based on the specifications made on the form "Disposal", which is sent to each exhibitor. Otherwise costs will be divided among the exhibitors after account of charges.

2.3.7 The use of bolt guns, spray guns and pyroxylin varnish is forbidden. With welding, the surrounding environment is to be completely shielded from any danger which may result from the process. Fire extinguishing products must be readily available during the execution of this process.

2.3.8 Edges of windowpanes must be processed or protected in such a way that the danger of injury is to be minimized or eliminated. Building elements made from glass are to be marked at eye level.

#### 2.4 Open air area

2.4.1 Exhibitors that require foundations or pits for their exhibits must submit the necessary designs and documents to the organizer in order to initiate the process of examining local conditions for compliance at least three months prior to the beginning of the assembly period. The choice of business which carried out preparation is to be coordinated with the organizer.

2.4.2 The open air area is part asphalt and/or interlocking concrete pavement. The surface may be uneven. Settlements are possible if necessary. Foundation may be required for pre-built or heavy exhibits. Anchorage for promotional materials is necessary to protect against the wind.

2.4.3 For buildings in the open air area covering an area of more than 30 m<sup>2</sup> or elements higher than 4 m (also advertising materials, etc.), permission must be granted by the Office for the Supervision of Construction.

2.4.4 The open-air exhibition space at the Messezentrum Salzburg is open to the public. Exhibitors are responsible for securing their own exhibition space/booth and any exhibition materials. The event organizer cannot be held responsible for any lost or damaged items. Security and supervision of the exhibition space/booth is the responsibility of the exhibitor (see the Trade Fair General Terms and Conditions item 12.1).

### 3. STAND FORMATION

For all exhibitors, the uniform basic stand can be constructed. The various mounting options must be aligned with the trade fair construction company. If no option for mounting exists in exceptional cases, the organizer hold no responsibility for damages which may arise.

3.1 Examination of the Actual Measurements: Each exhibitor and/or stand builder is required, during assembly, to take the following into account: location and placement of the space, measurements of any fixtures, in particular fire-alarms, hall columns, piping, fire extinguishers, supply canals, emergency doors, etc. The rental price is not reduced should columns, piping, fire extinguishers or other building elements that are not provided by the organizer be present. The stand boundaries are fixed in every case.

3.2 Company-Owned Stand Materials, information materials and elements: The exhibitor to responsible for the formation of the rented basic rental stand, elements, info-tables, etc. The use of woodworking machines without an exhaust system is not acceptable. The stand and element description, company and brand names may not exceed the maximum height as dictated by the organizer. All other arrangements are left to the exhibitor. The exhibitor should take care to ensure that typefaces and character fonts give an appealing overall impression.

3.3 Hall Walls, Hall Columns: Nothing may be fastened to hall walls or hall columns except with written approval of the organizer.

3.4 Arrangement of Movable Walls: Walls which border visitor walkways should be individualized by fixing showcases, niches, displays or the like in order to thereby reflect the character of the stand or the entire event.

3.5 Hanging elements: It is generally forbidden to fix hanging elements upon the support structure of the hall ceiling.

3.6 Advertising Materials: Optical, slowly moving or audible advertising materials, as well as musical renditions are permitted, so long as they do not disturb the neighboring stands or if the sound does not reverberate through the hall. The maximum volume is may generally not exceed 70dB (A) at the stand. When loudspeakers are assembled, the exhibitor must take care to be certain that loudspeakers incline towards the ground. The organizer reserves the right to intervene and alter such displays at their discretion.

### 4. STAND LICENSING PROCEDURE

4.1 Testing Procedure: Each exhibitor must immediately submit two scale drawing (sketch and views should be, if possible, on a 1:50 metric scale) to be examined by the organizer. Intended stand formation inclusive the intended labelling of the stand must be displayed clearly on the plan submitted.

4.2 Permission from the Local Construction Supervision Authorities: Permission from the city is required for buildings in the open-air area (see clause 2.4.3). In cases of doubt, the exhibitor should consult the local construction supervision authority. The request should be submitted at the latest 8 weeks prior to the assembly of the structure. Two stand construction drawings on a 1:100 scale (construction details may need to be in a larger scale if necessary), a static calculation and 2 copies of the specification must be submitted to the organizer according to Romanian building standards and in the Romanian language.

4.3 Release of the Stand Draft: A copy of the stand draft, after examination, is given back to the exhibitor with an authorization notice. Only with this notice is the draft officially approved for assembly. If authorization of the local construction supervision authority is required, a building permit gives clearance for assembly. Before this is received, construction cannot begin.

4.4 Removal of Non-Approved Building Elements: Stand elements which have not been approved or do not correspond with the "Technical Terms and Conditions" - according to the law - must be changed or removed.

4.5 Breadth of Liability: Any claims for damages due to loss, damage or any adverse effects upon the submitted drafts, models or other documents brought up against the organizer are not possible.

### 5. STAND LAYOUT

5.1 Use of Hall Components and Basic Rental Stand: The basic trade fair stands will be equipped with their own information materials and elements. Drilling, screwing and nailing into hall walls, ceilings, floors or columns is not permitted. Hall walls may not be encumbered by stand elements. Painting, wallpapering and pasting of hall columns, walls and the basic rental stand are not permitted.

5.2 Floors: The hall floor may not be painted or pasted, as both paint and adhesives cannot, in most cases, be removed. The maximum surface loading of the hall floor is 500 Nm/m<sup>2</sup>. Drilling of the hall floor is not permitted. Liquids upon the floor can lead to both damage of the hall floor and substantially increase the risk of accidents. They must immediately be removed from the floor. In the hall, the floor can, by abrasion, cause staining, because it is not colour-fast.

5.3 Waste: The local waste statute is to be observed. All packaging material must be stored outside of the halls during the event and, if possible, should be taken back to the premises of the

# GENERAL TERMS AND CONDITIONS

## TECHNICAL TERMS AND CONDITIONS



exhibitor. The trade fair expeditor offers storage space for which the exhibitor would be required to pay. During the trade fair/exhibition, any waste produced must be separated according to the local waste disposal statutes. The use of disposable plates should be avoided. The exhibitor is obliged to cover the costs of removal for any waste left behind.

### 6. ELECTRICAL INSTALLATIONS

**6.1 General Lighting, Type of Electricity, and Voltage:** The general lighting of the hall is approx. 100 Lux, measured 0.85 m above the hall floor (unspoiled). Available electricity and voltage of the trade fair grounds: alternating current 220 Volt/50Hz, rotating current 3 x 380 Volt/50Hz, in accordance with § 4 of the AVBELIV from June 21, 1979, I.S. 684.

**6.2 Disturbances:** Disturbances of energy input should be immediately reported to the management at the information stand. The organizer is not responsible for any damages which result from interrupts of the energy supply.

**6.3 Emergency Lighting:** Stands which inhibit the general effectiveness of emergency lighting must install their own emergency lighting. The installed emergency lighting must be arranged so that safe ushering to the emergency routes is ensured.

**6.4 Assembly and Operational Procedures:** At the stand, only electrical devices that are made in accordance with VDE-regulations may be used. All electrical installations are to be installed in accordance with the VDE-regulations and DIN standards. VDE 0100, 0108 and 0128 of the VDE are particularly important to note. The portion of the high or low frequency disturbances applied to the network must not exceed the values indicated in the VDE 0160 and VDE 0838 (EN50006). Building elements which can conduct electricity should be equipped with protectionary measures (grounding). In addition, only conducts, such as the NYM, HOSW-F, H05RRF with a minimum cross section of 1,5mm<sup>2</sup>Cu are to be used. Flat lines of any kind are not to be used. **6.4.1 Low voltage:** For low-voltage installations the bare electrical controller and clamps are not allowed; secondary lines are to be protected from shortcircuiting and overloading.

**6.4.2 Acceptance:** The electric installations in the exhibition stand, except those in the basic rental stand, may be utilized during the event only if they were controlled and approved by a technical control society or another independent expert.

**6.5 Security regulations:** All heat producing and technical electrical materials (stove tops, head-lights, transformers, etc.) must be fixed on a non-combustible rigid board. A sufficient distance from flammable materials must be guaranteed in order to ensure safety. Lights may not be attached to flammable decorations or the like. A suitable, portable fire extinguisher must be readily available.

#### 6.6 Electrical Sockets

**6.6.1** Each stand which is to be supplied with electricity will receive at least one socket. The installation of this socket can only be performed by the organizer or a certified representative. A sketch indicating the desired placement of the electrical sockets has to be attached to the registration (form). A basic fee will be applied for the addition of an electrical socket at the stand. The electricity supply is stopped, for safety precautions, a half an hour after the conclusion of the trade fair/exhibition for the day.

**6.6.2** Electricity cables may only be placed in the designated cable canals. Aboveground remainder inlets are to be placed so that none could trip.

**6.7 Electric Installations:** Within the stand, only licensed electrical equipment by exhibitor-owned electrical specialists or specialized companies which produce objects in accordance with VDE regulations are to be used (see clause 6.4). The respective client is responsible for adequate execution.

### 7. MACHINE INSTALLATIONS

**7.1 Engine Noise:** The noise generation by the demonstration of particular machines should be reduced as much as possible in the interest of other exhibitors and the visitors. It is to be noted that the volume level should not exceed 50 dB(A) on the trade fair grounds and/or 70 dB(A) within the hall.

**7.2 Equipment Safety Law** In accordance with § 3 of the law for technical media (equipment safety law from June 24, 1968 BGBl. I.S. 717, last altered on August 13, 1979), manufacturers, importers or exhibitors of technical media is to issue only devices which are completely in accordance with the generally recognized rules of technology as well as rules for the prevention of accidents and industrial safety.

**7.2.1** Machine and apparatus components may only be operated with all safety devices in proper working order. The normal safety devices can be replaced by a safe cover made from organic glass or a similarly transparent material. If the machines are not in operation, the safety devices may be removed in order to make the components and design recognizable to the visitor. The safety devices must remain visible beside the machine.

**7.2.2** The issued technical media must meet the legal conditions of the equipment manufacturer regarding their accident prevention and safe usage procedures.

**7.2.3** The exhibitor must adhere to legally prescribed safe distance standards and appropriate safety shutoff procedures during the demonstration of the machine.

**7.2.4** Beyond this, the organizer is entitled, at any time, to forbid the use of any equipment or device if, by their discretion, they feel as though the machine endangers people or other objects.

### 8. USE OF LIQUID GASES AND COMBUSTIBLE LIQUIDS

**8.1.1** For the mounting and maintenance of liquid gas installations, the "Technical Laws for Liquid

Gas" - TRF 88 (Publisher: DVG - German Society for Gas and Water e.V., Eschborn and DVG - German Association for Liquid Gas e.V., Kronberg) as well as "Guidelines for the Use of Liquid Gas" - ZHI/455 (Publisher: Main Association of the Commercial Professional Associations) are to be observed.

**8.1.2** When using liquid gas, only one compressed gas container, with contents up to 14 kg, may be used for each stand. In terms of the transportation opening, the setting up of compressed gas containers is forbidden within 5 meters of the opening.

**8.1.3** When using liquid gas or other flammable and non-combustible gases in compressed gas containers, approval must be given in writing on the registration form. According to the relevant rules for the prevention of accidents, compressed gas containers must be protected against any type of impact, fall, or excessive heat.

**8.1.4** The regulations of the pressure tank provision from February 27, 1980 (BGBl. I.S. 184) are obliged to be kept.

#### 8.2 Combustible Liquids

**8.2.1** The storage and use of combustible liquids (see the provision for combustible liquids VbF from February 27, 1980 BGBl. I.S. 229) in the trade fair/exhibition hall and in the building is forbidden without written approval. The permission to store and use combustible liquids can only be given for the operation or demonstration of exhibits. An appropriate request is to be submitted to the organizer with a safety data sheet.

**8.2.2** For operation and demonstration purposes, only the authorized amount of combustible fluids may be used. The amount required is to be included in the request form.

**8.2.3** The daily fuel requirement is to be stored in clearly shatterproof containers. Access to the materials must be limited to authorized persons. The storage vessels are to be kept in inflammable collecting trays.

**8.2.4** It is forbidden to smoke in the storage location. Appropriate signs are to be installed. Portable fire extinguishers must be made available.

**8.2.5** Installations which are to be operated or demonstrated using combustible liquids are to be equipped with inflammable collecting trays in any and all places in which liquid could be withdrawn or inserted. Should liquid run into these pans, it should be removed from the tray immediately and safely eliminated in order to prevent possible fire or danger of explosion.

**8.2.6** One must proceed with care and due precaution when filling the machine with liquid, as a special danger is present at this moment.

**8.2.7** If the container in which the combustible liquids are stored is emptied, it may not be kept or stored in this condition. They must be stored in specific places specifically designed for this purpose.

### 9. FILM AND PHOTO DEMONSTRATIONS

**9.1** For film and photo demonstration, the safety film provisions apply. Therefore, only market safety photos or films can be stored and used at the stands (law for safety films from June 11, 1957 BGBl. I.S. 604; Provisions for safety films from December 13, 1958, BGBl. I.S. 914)

**9.2** Projection space: Projection spaces for film, television or dia-objects may not be installed directly next to a walkway. They may only be used when they do not trouble the neighbor and adhere to volume requirements (see clause 3.7).

### 10. EXHIBITION INSURANCE

The securing of exhibition insurance (theft, accident, etc.) is left to the judgement of each exhibitor, however it is highly recommended by the organizer. Each exhibitor has to provide insurance for events such as fire, break-down, theft, transport and liability himself. The organizer does not take over any liability for damages resulting from above mentioned events. The exhibitor is responsible, to the full extent of the damage, for all damages to all persons or objects, which develop during the course of their participation within the fairgrounds.

### 11. SERVICES - ORGANIZER

For all request made to the organizer, the "Special Terms of Participation" and the "Technical Terms and Conditions" are valid. The prices for the event are taken on a case-by-case basis. All services render from the organizer can only be applied to the main renter, they being the debtor.