

A₁

Application for fair booth

Consists of documents A - F

26. Okt.-
3. Nov. 2019
Messe Nürnberg **Consumenta**

www.consumenta.de

AFAG Messen und Ausstellungen GmbH
 Projektleitung Consumenta
 Telephone: +49(0)911/98833-550
 Fax: +49(0)911/98833-559
 www.consumenta.de
 info@consumenta.de

Filled out by the project team:

Halle _____ Stand _____
 _____ m x _____ m = _____ m²

Regi-Nr. _____

Halle _____ Stand _____ Flächenart _____ Standform _____
 _____ m x _____ m = _____ m²

ID Verantwortlich _____

The information marked with * will be entered into the exhibitor directory as listed here!

1.

Company* _____ Telephone* _____

_____ Fax* _____

Street* _____ Email* _____

_____ Internet* _____

ZIP* _____ City* _____ Facebook _____

Manager/owner _____ YouTube _____

Contact person _____ Entry in the directory of exhibitors under letter A-Z

Email (personal) _____ Email (invoice, if different from personal) _____

Mobile phone (at the booth) _____ Different correspondence address _____

Telephone (extension) _____

The following products/services will be presented:

Absolutely necessary! Many thanks!

The information is required for entry in the alphabetic list of exhibitors and the internet, among other things. We reserve the right to limit the exhibits upon approval (see § 3 of the FAMA trade fair conditions).

Different invoice address _____

Turnover tax ID no.

Co-exhibitors will be handed later.
 (please fill out Appendix C) € 395.-/each co-exhibitor

Joint Exhibitions:

Six or more main exhibitors can rent at least 200 m² of space at a **discount of 15%** each provided they are sponsored by a community or some other non-profit organization.

Name of the joint exhibition: _____

Make your participation at the trade fair an even greater success:

2.

Media Package:

Basic Media Package € 210.- (Standard). Contains: Entry in the Fair catalog (company name, hall and stand number, products), the entry in the online exhibitor data base (company name, contact data, hall and stand number, products)

Enlargement to:

Comfort Media Package plus € 310.-. **Additionally contains the company logo in color** (see Annex B, item 2) in the hall layouts **and the complete contact data, 50 guest tickets (print)**. → (Price advantage: € 347.-)

Enlargement to:

Premium Media Package plus € 807.-. **Plus 1/4 advertisement** (see Annex B, item 1) in the Fair catalog (in color), **2 roll-up displays** placed at passage ways. → (Price advantage: € 698.-) → *Comfort Media Package included*

Exclusive and effective advertising opportunities for exhibitors:

Roll-up display: Draws the direct attention of 160,000 visitors! (prices without production)

Indoor roll-up displays placed at passage ways € 199.- **Outdoor roll-up displays** at the entrances € 249.-

Guest Ticket Package 50 each € 199.- (Price advantage: € 426.-) 100 each € 399.- (Price advantage: € 851.-)

3.

We apply in accordance to the terms and conditions:

Dimensions variable yes no

Front in m	Depth in m	Area in m ²
min. max.	min. max.	
		approx. _____ m ²

Please indicate if height of 2.50 m is exceeded by stand construction or exhibits: ____ m.
(If this item is checked the technical guidelines must be observed!)

- Security and waste disposal levy € 3.95/m²
 Trade association contribution € 0.30/m²
 We would like to receive our **free exhibitor passes** by mail. (Number depends on rented m², see point 7, Special Trade Fair Conditions. The ID cards are sent when the invoice has been paid.)
 Water connection is required (needs to be ordered separately via service manual)

4.1

Individual participation		Basic equipment	
Booth area per m ² price on receipt of your application minimum depth 3 m • at the outer walk 4 m until 30.04.2019 and (from 01.05.2019)		(booth construction for individual booth areas)	
Row booth Minimum size 12 m ²	<input type="checkbox"/> € 129.- (€ 139.-)	<input type="checkbox"/> We don't need basic partition walls as we bring our own system/individual booth (walls must be non-transparent and at least 2.50 m high).	If there is no choice, it will be ordered: <input checked="" type="checkbox"/> Basic partition walls (Octanorm, white) € 20.90/lfm
Corner booth Minimum size 15 m ²	<input type="checkbox"/> € 154.- (€ 164.-)	<input type="checkbox"/> We will lay our own/hired flooring or will place a separate order via the service manual.	
End of block Minimum size 18 m ²	<input type="checkbox"/> € 156.- (€ 166.-)	If there is no choice, it will be ordered: <input checked="" type="checkbox"/> Carpeting – basic (Boma fleece) € 7.90/m ² Color: <input type="checkbox"/> anthracite <input type="checkbox"/> signal red <input type="checkbox"/> azure <input type="checkbox"/> green <input type="checkbox"/> grey <i>If there is no specific selection, there will be a grey floor carpet automatically.</i>	
Island booth Minimum size 36 m ²	<input type="checkbox"/> € 158.- (€ 168.-)		

4.2

Complete booth constructions		Consumenta Light: 9 m ²	
Price on receipt of your application until 30.04.2019 and (from 01.05.2019)		Row booth incl. partition walls, carpet	
Without booth area with booth area →		<input type="checkbox"/> € 1,264.- (€ 1,364.-)	
Complete booth-basic: per m ² (plus stand fee)	<input type="checkbox"/> € 93.50	Market booth with 6 m²: Market booth for the areas market hall and regional	<input type="checkbox"/> € 525.- (€ 597.-)
Complete booth-comfort: per m ² (plus stand fee)	<input type="checkbox"/> € 117.50	fem-boutique-booth with 9 m² (fem only)	<input type="checkbox"/> € 1,050.- (€ 1,150.-)
		fem-boutique-booth with 12 m² (fem only)	<input type="checkbox"/> € 1,350.- (€ 1,450.-)
		Christmas Market/Men's Corner/International Basar: per m ²	<input type="checkbox"/> € 159.- (€ 169.-)
See Annex D for additional offers for trade fair set-up! Please necessarily choose there your options.			

5.

Electricity: up to 3 KW (230 V/16 A), incl. schuko plug socket, FI protection switch and flat rate power consumption for 9 days. (Please order other connection types by using form 1 in our service manual.) € 197.95

6.

Important notes

The submission of the registration is binding and not an inquiry! Reservations or conditions by the exhibitor are not permissible and will lead to the registration being rejected.

Send informal inquiries

- via telephone at +49(0)911/98833-550
- via fax at +49(0)911/98833-559
- via Email at info@consumenta.de

All prices are net prices and are subject to value-added tax.

Submission of this registration signals express acceptance of the attached "General Trade Fair and Exhibition Conditions" of FAMA Fachverband Messen und Ausstellungen, the provisions of the instruction sheet for exhibitors, and the "Special Trade Fair Conditions" of FAMA Fachverband Messen und Ausstellungen GmbH for this event. **Appendix E and F**

The Exhibitor's Manual will be available for downloading starting in July 2019 at www.consumenta.de.

Place and date _____

× _____
Company stamp and legally binding signature

Return original to the project management!

Please make a copy for your files!



Please send this application to:

AFAG

Messen und Ausstellungen GmbH
Projektleitung „Consumenta“
Messezentrum 1
90471 Nürnberg
Germany

(If folded, will fit into a long envelope in accordance with the German DIN Standard)

Additional information regarding your trade fair appearance

In the following you have the possibility to give us more details concerning your preferred stand positioning. Thank you for your understanding that we cannot always accommodate every request.

Booth placement:

- We were satisfied with our booth spot in 2018 and would like to book this again, if possible.
- We were satisfied with our booth spot in 2018, but would like to increase/decrease the area (please underline):
_____ m x _____ m = _____ m².
- We were not satisfied with our booth spot in 2018 and would like to request an alternative suggestion (please list wishes and ideas in the following).
- We were no exhibitors in 2018.

Placement wishes:

- We would like to be in the vicinity of the following companies:
-

- We would not like to be in the vicinity of the following companies:
-

- We are planning a mutual booth with the following companies:
-

Our target group is mainly:

- Visitors interested in our products
- Visitors who notice our products either by chance or spontaneously

Wishes and ideas:

B Fair catalog/“Consumenta” guide

26. Okt.-
3. Nov. 2019
Messe Nürnberg **Consumenta**
www.consumenta.de

Company: _____

Contact: _____

Telephone: _____ Email: _____

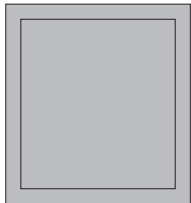
Details will be taken from the application form!

Order for an advertisement in the catalog/“Consumenta” guide

Circulation: 40,000 copies
Size: W: 200 mm x H: 225 mm, bound
Tye area: W: 195 mm x H: 215 mm
Printing process: offset print
Screen: max. 60 lines/cm
Colors: four-color (EUROscale) and b&w

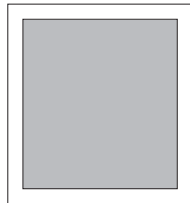
Print copy:
Digital print copy, 1:1 films, repro copies, text manuscripts Technical costs for scanning copies/illustrations are charged at cost price. Colors must be obtainable from the EUROscale.

1. Advertisements



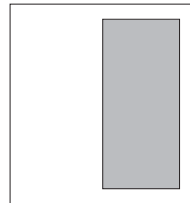
Special pages with bleed
W x H: 200 mm x 225 mm
(+ 3 mm bleed)

- Inside front cover: € 3,000.-
- Inside back cover: € 2,250.-
- Outside back: € 4,000.-



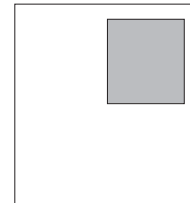
1/1 full page
W x H: 180 mm x 195 mm
4c: € 1,800.-

No extra charge for bleed



1/2 page vertical
W x H: 95 mm x 195 mm
4c: € 900.-

No extra charge for bleed



1/4 page horizontal
W x H: 95 mm x 60 mm
4c: € 450.-

No extra charge for bleed

2. Logo entry

1. Catalog

Publication of your company logo in color in the **Exhibitor Directory** of the “Consumenta” guide with complete address, telephone, fax, Email, and www.address.

2. Internet

Publication in the online Exhibitor Directory and illustration of your logo in the hall plan on the Consumenta website.

Complete price: € 300.-

Example: Exhibitor Directory



Example: Online Exhibitor Directory



Example: Logo in hall plan



Obligatory entry in the Exhibitor and Merchandise Group Directory:

The obligatory entry (media fee) in the Exhibitor and Merchandise Group Directory in the internet includes company name, hall, and booth designation and costs € 210.-. Proof not possible.

Additions to the obligatory entries (such as company logos) will be billed at the rate of € 300.- (see item 2).

All prices are subject to value-added tax!

Terms of business:

The place of jurisdiction for both parties is Nuremberg. Invoice with proof copy payable strictly net within 30 days.

All prices plus VAT at the statutory rate!

No liability is accepted for inaccurate or wrong catalog entries.

Subject to changes and additions.

Advertisement management:

AFAG Messen und Ausstellungen GmbH
Corporate Communications
Messezentrum 1 · 90471 Nürnberg
☎ 09 11/98833-142 ☎ 09 11/98833-242
Email: werbung@afag.de

Deadline for advertisements:

Friday, 13 September 2019

Deadline for print copy:

Friday, 20 September 2019

✕
Place and date

✕
Company stamp and legally binding signature



Annex to Application Registration of co-exhibitors

as per Item 7 of "General Terms and Conditions
for Exhibitions of FAMA"
(subject to registration, approval and fees!)

26. Okt.-
3. Nov. 2019
Messe Nürnberg **Consumenta**
www.consumenta.de



Company _____

Contact _____

Telephone _____

Email _____

Co-exhibitor

Company _____

Contact _____

Street _____

Telephone _____

Post-/Zip-Code, City, Country _____

Fax _____

Email _____

Internet _____

Products _____

Entry in the directory of exhibitors under letter A-Z

- The company will present its own products with its own staff.
- The company will **not** present its own products with its own staff.
- Co-exhibitor fee € 395.- plus VAT including co-exhibitor's own entry in the exhibitor list.

Co-exhibitor

Company _____

Contact _____

Street _____

Telephone _____

Post-/Zip-Code, City, Country _____

Fax _____

Email _____

Internet _____

Products _____

Entry in the directory of exhibitors under letter A-Z

- The company will present its own products with its own staff.
- The company will **not** present its own products with its own staff.
- Co-exhibitor fee € 395.- plus VAT including co-exhibitor's own entry in the exhibitor list.

Co-exhibitor

Company _____

Contact _____

Street _____

Telephone _____

Post-/Zip-Code, City, Country _____

Fax _____

Email _____

Internet _____

Products _____

Entry in the directory of exhibitors under letter A-Z


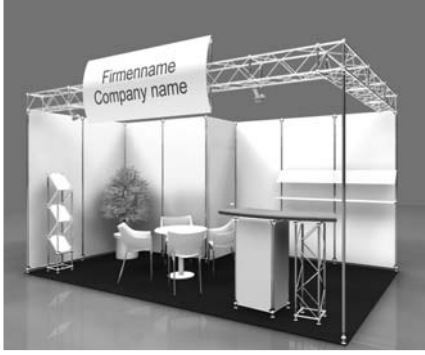

- The company will present its own products with its own staff.
- The company will **not** present its own products with its own staff.
- Co-exhibitor fee € 395.- plus VAT including co-exhibitor's own entry in the exhibitor list.

× _____
Place and date

× _____
Company stamp and legally binding signature

We apply in accordance to the terms and conditions:

Complete Booth constructions

<p>1.</p> 	<p>Basic:</p> <ul style="list-style-type: none"> Trade fair booth with modern design, incl. setup and dismantling (wall construction matte white/see illustration) Storage area (lockable) in your booth area 2 x 1 m <input type="checkbox"/> yes <input type="checkbox"/> no Carpeting (BOMA fleece) including installation – please check your desired color <input type="checkbox"/> anthracite <input type="checkbox"/> signal red <input type="checkbox"/> azure <input type="checkbox"/> green Seating: 70 cm Ø table with 4 designer chairs Mero counter (lockable) top: matte white-circular, frame: chrome 4 silver shelves please select – see illustration booth construction package Comfort <input type="checkbox"/> straight <input type="checkbox"/> slanted (for brochures) <u>or</u> <input type="checkbox"/> 1 brochure stand with 3 levels, DIN A4 pages (see illustration) 1 electrical connection 230 V/16 A with grounded outlet, 3 KW including power consumption 1 spotlight for each 5 m² of booth space, at least 3 spotlights Booth fascia in matte white Fascia inscription (please list company abbreviation and address): <p>_____</p> <p>_____</p> <p style="text-align: right;">€ 93.50/m² (without stand fee)</p>
<p>2.</p> 	<p>Comfort:</p> <ul style="list-style-type: none"> Meroform trade fair construction system Outer booth walls, surface matte white Lockable cubicle, 1 x 2 m with door Carpeting, Fair Rips–new from the factory, including cover sheeting and disposal: <input type="checkbox"/> anthracite <input type="checkbox"/> azure <input type="checkbox"/> signal red <input type="checkbox"/> green Seating: 70 cm Ø table with 4 designer chairs 4 shelves (30 cm wide, 100 cm long, silver) <input type="checkbox"/> straight <input type="checkbox"/> slanted Counter with beech top, semi-circular, 80 cm wide, 100 cm high, and lockable door 1 brochure stand, 25 cm wide, total height 140 cm with 3 levels, DIN A4, portrait format Quadro-support as a booth fascia for trapezoidal board and spotlights 1 electrical connection 230 V/16 A with grounded outlet, 3 KW including power consumption 1 spotlight for each 5 m² of booth space, at least 3 spotlights Decorativ plant Graphics board, curved, 85 x 150 cm with company abbreviation and company Headquarters Fascia inscription (company abbreviation and address): <p>_____</p> <p>_____</p> <p style="text-align: right;">€ 117.50/m² (without stand fee)</p>
<p>3.</p> 	<p>Market booth: (price as per annex A₂) Basic space of roughly 6 m²</p> <p>Scope of services and equipment:</p> <ul style="list-style-type: none"> Market booth Carpet in green <p>Additional services:</p> <p><input type="checkbox"/> Electricity supply incl. consumption 230V/16A € 197.95</p> <p>Market hall only!</p> <p>– As long as supply lasts –</p>

All prices exclude VAT.



fem-boutique-booth: (Price as per annex A₂)

Size: 3 m x 3 m = 9 m²
4 m x 3 m = 12 m²

Lettering fascia board:

Conditions of participation for fem-boutique-booth

To provide a premium range of products we kindly ask you to send us product pictures before placement, if there isn't a website with product pictures. The allocation to the theme area is determined by the project management according to conceptual considerations. Requests regarding placement and construction of your booth are welcome but can not be assured.

Included:

- Einheitlicher Rahmenaufbau
- Standardized frame construction
- White stand partition walls, wallpapered
- Pink carpet
- Lettering fascia board
- 2 (at 9 m²) or 3 (at 12 m²) permanent tickets

Additional services:

- Electricity supply** incl. consumption 230V/16A
€ 197.95
- Lighting** (incl. electricity supply 230V/16A)
€ 258.- (own lighting is not allowed, exhibit exceptional)
- Storage** within your booth 1 x 2 m
€ 122.- (please send drawing of placement)

- As long as supply lasts -



Example

Christmas Market:
(Price as per annex A₂)

- Frame in solid wood, natural spruce
- Booth area with wallpapered wall construction
- Red carpet
- Lettering fascia board

International Basar:
(Price as per annex A₂)

- Stand space with octanorm walls (coloured)
- Grey carpet
- Lettering fascia board

Men's Corner:
(Price as per annex A₂)

- Wall construction in brick look
- Anthracite carpet
- Lettering fascia board

Additional services:

- Electricity supply** incl. consumption 230V/16A
€ 197.95
- Lighting** (incl. electricity supply 230V/16A)
€ 258.- (own lighting is not allowed, exhibit exceptional)
- Storage** within your booth 1 x 2 m
€ 122.- (please send drawing of placement)

All prices exclude VAT.



Special Consumenta Trade Fair Conditions of AFAG Messen und Ausstellungen GmbH

26. Okt.-
3. Nov. 2019
Messe Nürnberg **Consumenta**



www.consumenta.de

1. Place - Duration - Opening Hours:

Consumenta will be held in Messezentrum Nürnberg (Germany) from **Saturday, 26 October 2019 until Sunday, 3 November 2019**. It will be open daily from 9:30-18:00 hours. Visitors will be admitted (only) until 17:00 hours. The opening hours for exhibitors will be 8:30 to 19:00 hours.

2. Advertising Space:

Trade fair management would be pleased to give you an offer for advertising space inside the trade fair grounds. Please present a proposal.

3. Payment Dates:

The first half of the invoice amount is due for payment 30 days after date of invoice, however not before 30 July 2019. The second half is due by 3 September 2019. Invoices issued after 3 September 2019 are due for payment at once. Place of fulfilment and place of jurisdiction - also for summary proceedings for court order to pay debts - is Nürnberg. Default interest and reminder charges are due with the third reminder.

4. Trade association contribution:

To safeguard the interests and concerns of both the industry sectors exhibiting at trade fairs and exhibitions and the organizers, as well as for the purposes of quality assurance for the trade fair location of Germany, exhibitors will be levied a trade association contribution to support the work of the German trade fair industry's trade associations. The trade association contribution is levied by and for the AUMA (Association of the German Trade Fair Industry), calculated by the organizer and paid directly to the AUMA.

5. Set-Up:

Beginning of set-up: Wednesday, 23 Oct. 2019, 7 AM
End of set-up: Friday, 25 Oct. 2019, 6 PM
Please consult the service manual for the definitive set-up times (changes are possible).

Set-up time can be moved up only on the basis of a written agreement. In the context of traffic regulation, passes for a limited period of time will be issued in exchange for a deposit fee.

Columns, wall protrusions and technical facilities are part of the stand space and will be included.

If set-up of a stand has not been begun by 12 hours on the day before the trade fair opens, then the stand will be constructed at the exhibitor's expense insofar as no other disposition is made. Claims for compensation cannot be asserted by the renter.

The exhibitor agrees to delimit the closed sides of its stand space with an opaque 2.50 m high partition system. The partitions (octanorm white) can be ordered with the registration or the service manual at the renter's expense.

The hall floors, construction, pillars and fixed installations may not be painted or papered over. All installations and fire protection facilities must be accessible at all times. All materials used must be non-combustible or of low flammability.

Construction heights in excess of 250 cm must be reported to and approved by trade fair management in advance, independently of any requirements imposed by the authorities. Stand space boundaries may not be traversed in any way.

Each stand must be completely laid out with a self-consistent floor covering. If no prefabricated or system stand with screen is available, then installation of a screen is recommended.

Partitions which have not been ordered but are used (e.g. from a neighbouring stand) will be invoiced to the exhibitor at the stated conditions. We reserve the right to impose requirements on stand design and type as well as content of the advertising claims. Acoustic and optical advertising media must in all cases be expressly approved by us. All regulations of trade law - particularly those that pertain to price labelling - **must be observed.**

6. Disassembly:

Beginning of disassembly: Sunday, 3 Nov. 2019, 6 PM
End of disassembly: Monday, 4 Nov. 2019, 6 PM
Please consult the service manual for the definitive disassembly times (changes are possible).

Stands that have not been disassembled and exhibition goods that have not been taken away by the "end of disassembly" deadline will be removed at the exhibitor's expense and risk and stored at the exhibitor's expense.

The stand areas and the materials rented from the contract companies are to be returned in proper condition.

Damages to the building structure, the technical facilities and the premises are to be reported to trade fair management without undue delay. The exhibitor is liable for all such damages.

7. Identity Cards:

Each exhibitor receives identity cards for its stand and service personnel. Two identity cards are issued free of charge for the first 10 m² of stand space. For each additional full 10 m² of stand space in the hall and each 50 m² of stand space outdoors an additional identity card is issued free of charge upon request for up to a maximum of 10 free identity cards altogether. In a case of proven need, additional identity cards are issued in return for payment, whereby the maximum is one half of the cards that can be claimed free of charge. If an identity card is misused, it will be taken back without compensation being rendered. The right to issue work identity cards during the time of set-up and disassembly is reserved.

8. Basic Media Contribution/Catalog:

8.1 Basic Media Contribution

A basic media contribution in the amount of € 210.- is collected from each exhibitor. It covers the entry in the Consumenta Guide (company name, hall and stand number, products), the entry in the online exhibitor database,

(company name, postal address, hall and stand number, products), use of the advertising means offered, and all visitor marketing measures. The data for these entries is taken from the registration. The organizer transmits to the relevant media partners the contact data of the exhibitors so that these media partners can offer trade fair related publications. This data forms the basis for providing visitors with information at the trade fair. The full amount is due even after the press deadline for the Consumenta Guide. The basic media contribution is charged in the stand fee invoice from AFAG Messen und Ausstellungen GmbH. Additional presentation options (logos, adverts, etc.) can be ordered by exhibitors; order forms A₂ + B is provided for this purpose. AFAG Messen und Ausstellungen GmbH do not warrant that the entries are correct and complete.

8.2 Catalog

The "Consumenta Guide" appears in an edition of 40,000 copies and is handed out to the visitors free of charge.

Printing process: Offset.

(see Annex B)

9. Service Manual:

The service manual will be available at www.consumenta.de for downloading beginning in July 2019. By sending in the completed order forms, the exhibitor places orders with the responsible contract companies and agrees to pay the resulting costs. The technical guidelines, the set-up requirements, and the fire prevention and safety measures stated in the service manual, and the rules of the house, are part of the contract with AFAG Messen und Ausstellungen GmbH.

10. Flat Rate for Security and Waste Disposal:

The flat charge for security and waste disposal is shown separately on the invoice for the stand. This fee covers additional preventative security measures (exceeding the general security obligations for events) as well as the disposal of waste in a legally prescribed fashion.

The additional preventative security measures aim to avert potential external risks for exhibitors and visitors, and include the use of additional rapid response teams, selective baggage screening, the use of anti-ramming barriers and much more.

Separately from the flat rate, the respective exhibitor is also obliged, in accordance with the applicable statutory regulations (e.g. the Commercial Waste Ordinance), to avoid waste and to sort waste into recyclable materials (paper and cardboard, glass, plastics, metals, wood, textiles, organic waste). The disposal of hazardous waste and toxic substances, as well as exceptionally high quantities of waste, will be charged for in addition to the flat fee. The WASTE DISPOSAL form in the service handbook is to be completed in all cases and sent to exhibition management.

11. Sales:

Dispensing food and beverages for consumption on the fair grounds as well as samples for tasting must be approved by trade fair management. At most 25% of the exhibition space may be used for presenting the offer of a product or information on which this approval is based.

Sale of goods of all types, as well as dispensing food and beverages must be discontinued irrevocably at 18 hours.

12. Lotteries, Contests, etc.:

Tomboles, contests, quizzes, raffles, giveaways and the like may NOT be conducted in exchange for paying money or making a donation.

13. Insurance:

Trade fair management is not liable for damages or losses at stands or goods displays. Insurance can be taken out for trade fair goods and liability at reasonable terms through a framework contract in the service manual.

14. Prohibition of Smoking:


We point out that the laws of the State of Bavaria regarding a prohibition of smoking which are in force at the time of the trade fair must be observed and enforced. The Non-Smokers Protection Act applies in the gastronomic facilities within the halls and the service areas.

Organizer:

AFAG Messen und Ausstellungen GmbH
Messezentrum 1, 90471 Nürnberg
Telephone: +49 (0) 9 11 / 9 88 33-0, Fax: +49 (0) 9 11 / 9 88 33-500
www.afag.de
info@afag.de
Registration court: Nuremberg HRB 651
CEO: Henning and Thilo Könicke

Exhibitor Management:

AFAG Project Management
Consumenta 2019
Messezentrum 1, 90471 Nürnberg
Telephone: +49 (0) 9 11 / 9 88 33-550, Fax: +49 (0) 9 11 / 9 88 33-559
www.consumenta.de
info@consumenta.de

 Member of the "Fachverband Messen und Ausstellungen" (Association of Trade Fairs and Exhibitions)



1. General

The following provisions shall govern the legal relationship between the organiser of an exhibition and the respective exhibitor. They can be supplemented by „Special Terms and Conditions for Exhibitions“ and the “House Rules” valid for the respective exhibition. Any agreements deviating from the “General and Special Terms and Conditions for Exhibitions” shall require the written form to become legally effective.

With his application, the applicant acknowledges these “General Terms and Conditions of the FAMA, Fachverband Messen und Ausstellungen e. V.,” the “Special Terms and Conditions for Exhibitions” applying to the particular exhibition, and the “House Rules” as binding upon himself and all persons employed by him at the exhibition. Any General Terms and Conditions of the exhibitor that are conflicting with the above-mentioned conditions shall not become part of the contract, even if they are not expressly contradicted.

The organiser’s remuneration shall comprise all main and subsidiary services rendered by the organiser for the exhibitor for the purpose of holding the event and shall discharge these. The remuneration for the main services can be gathered from the application and the „Special Terms and Conditions for Exhibitions“. The exhibitor shall be informed in advance, if so requested, of the costs of supply systems to be installed at his request and of other subsidiary services, e. g. gas, water, electric power supplies. The trade association contribution shall be calculated net per rented square metre and shown separately on the invoice.

2. Application

The application for participation in the event shall be made using the validly signed application form. In case application is made using an on-line form, this form shall also be valid without signature by sending it to the organiser.

No conditions or reservations imposed by the exhibitor on the application form, for instance regarding the exact position of the exhibition stand or the exclusiveness within a product group, shall be permitted and these shall be considered irrelevant for the conclusion of the contract. They shall only develop legal effectiveness if they are confirmed in writing by the organiser before or at the time of contract conclusion.

The application shall constitute an offer of the exhibitor to which the exhibitor shall remain bound up to 8 days after the deadline specified in the „Special Terms and Conditions for Exhibitions“, but at the most up to 6 weeks prior to the opening date of the exhibition, unless admission has been granted in the meantime. If an application is received later or after the closing date for applications, the exhibitor shall be bound for a fortnight.

3. Admission / contract conclusion

The contract between the organiser and the exhibitor (contract of participation) shall be concluded with receipt of the confirmation of admission or the invoice at the exhibitor’s either per letter, fax or per electronic transmission. The right to admit exhibitors and individual exhibits is incumbent solely on the organiser if necessary with the assistance of an exhibition advisory board or the exhibition committee. The organiser shall be entitled to limit the number of registered exhibitors and to alter the amount of registered floor space if conceptually necessary. A change to the floor space may in particular be made to reach the specified minimum dimensions of the stand and apart from that shall have to give due consideration to the exhibitor’s interests. The organiser may exclude individual exhibitors from the exhibition for legitimate reasons, such as lack of space. The organiser may restrict exhibition admission to particular exhibitor, supplier or visitor groups should this be required to serve the purpose of the exhibition. The exclusion of competing exhibitors may not be requested or confirmed.

Ordinary termination of the contract of participation shall be excluded; the right to extraordinary termination shall remain unaffected by this. The organiser shall in particular be entitled to termination of the contract of participation without notice for cause if the conditions for admission of the exhibitor subsequently cease to exist or are no longer met, as well as if despite two reminders, the exhibitor is in default of payment. In case of an extraordinary termination for which the exhibitor is responsible, he shall be obliged to pay a fee amounting to 25 % of the remuneration to cover any costs already incurred.

A release from the contract at the exhibitor’s request is possible (see paragraph 5). However, the organiser shall not be obligated to grant the request.

If any justified objections or complaints in respect of the goods offered or the exhibitor’s work approach arise, the organiser shall in the general interest be entitled and authorised to immediately take appropriate rectifying action. In such a case, the organiser can cancel existing contracts for subsequent exhibitions, because essential requirements on which these contracts are based are no longer given.

It is not permissible to exhibit second-hand goods or goods that have not been registered or approved.

4. Changes — Force majeure

Unforeseen events rendering the planned realisation of the exhibition impossible and for which the organiser is not responsible entitle the latter to

- a) Cancel the exhibition prior to its opening. If cancellation takes place more than 6 weeks but not more than 3 months prior to the opening date, 25% of the remuneration will be charged to cover costs. If cancellation takes place in the last 6 weeks prior to the opening date, the contribution towards expenses shall be raised to 50%. Furthermore, any expenses incurred at the exhibitor’s request shall be paid as well. If the exhibition must be closed on account of force majeure or by an official order, the agreed remuneration and all the costs to be borne by the exhibitor are to be paid in full.

- b) Postpone the date of the exhibition. Exhibitors who can prove that the exhibition will then coincide with another exhibition for which the exhibitors already have a firm booking may be released from the contract in accordance with paragraph 5.

- c) Shorten the duration of the exhibition. Exhibitors are not entitled to be released from the contract. Nor will any reduction of the remuneration be allowed.

In all cases, the organiser shall make decisions of such serious nature in cooperation with the appointed committees or exhibition advisory boards and shall give notice as early as possible. Claims for damages shall be barred for both parties in all cases.

5. Release from the contract

Should the organiser exceptionally permit a release from the contract after binding registration or admission, 25% of the remuneration shall be charged as reimbursement of costs as well as any expenses incurred out of existing orders upon the request of the exhibitor. In this case, the exhibitor is expressly granted the right to prove that no or lesser damage has been caused to the organiser.

Application for release from the contract must be made in writing. It shall be deemed to be legally binding only if the organiser also gives his consent in writing. The organiser may make such release dependent on whether the allocated floor space can subsequently be put to other uses. Re-allocation of the floor space to another exhibitor then corresponds to a release from the contract for the original exhibitor, but the latter shall have to pay the difference between the effective remuneration and the remuneration actually achieved, plus any fees payable pursuant to paragraph 1.

If the floor space cannot be put to other uses, the organiser shall in the interest of the overall appearance of the event be entitled to move another exhibitor to the unoccupied stand or to fill the stand in some other manner. In this case, the released exhibitor shall not be entitled to claim any reduction in remuneration. Any costs incurred for decoration or for filling the unoccupied stand shall be borne by the released exhibitor.

6. Stand assignment

Stands shall be assigned by the organiser on the basis of aspects arising from the concept and theme of the exhibition. The date of receipt of the application shall be irrelevant. Special requests shall be taken into consideration where possible, but there is no legal obligation to do so. The exhibitor shall be notified in writing of the location of the stand. As a rule, notification hereof is given in connection with the admission

confirmation and hall and stand number. Complaints must be made in writing within 8 days of receipt of notification of the stand assignment. The exhibitor shall be obliged to accept a minimal reduction in assigned floor space, where this is required for technical reasons. The reduction may be a maximum of 10 cm in width and length respectively and does not entitle to a reduction of the remuneration. This does not apply for prefabricated stands or system stands that have been expressly registered as such. A stand may only be relocated for compelling reasons. The organiser shall be obliged to offer the respective exhibitor an as far as possible equivalent stand/floor space. In this case, the exhibitor shall be entitled to cancel the contract without mutual indemnification within two days after notification. The withdrawal shall be made in writing. The above provision does not apply to stands that are moved a few metres in the same hall. The organiser reserves the right to alter the location of entrances, exits, emergency exits and passages. The organiser shall be obliged to immediately notify exhibitors in writing of any alterations referring to the location, size or type of stand.

7. Assignment of the stand to a third party, sale on behalf of third parties, co-exhibitors

The exhibitor shall not be entitled to leave the stand assigned to him to third parties in whole or in part free or in return for payment or to swap it with another exhibitor without the organiser’s written approval. The exhibitor shall act in his own name vis-à-vis visitors and shall not be entitled to accept orders on behalf of other companies.

Admission of a co-exhibitor shall only be permitted if this has been approved by the organiser in writing. The co-exhibitors shall have to designate a joint representative in their application. Any notices and explanations of the organiser to the designated representative shall be deemed to have been given to and received by all co-exhibitors. In case of the admission of co-exhibitors, all co-exhibitors shall be jointly and severally liable for the organiser’s remuneration.

When orders from visitors are accepted, the order confirmation must contain the full contact details of the suppliers and of the exhibitor.

8. Terms of payment

50% of the remuneration to be paid to the organiser shall be paid within 30 days of invoice date, the remainder by 6 weeks prior to the opening date, unless otherwise agreed in writing or otherwise specified in the “Special Terms and Conditions for Exhibitions“. Invoices issued later than 6 weeks prior to the opening date shall be due immediately in full. After the due date, the organiser shall be entitled to charge default interest. This interest shall be based on the legal provisions of § 288 BGB (German Civil Code) and currently amounts to nine percentage points above the basic interest rate per year. The organiser reserves the right to provide evidence of higher damages caused by default. Following futile reminders, the organiser may at his own discretion and subsequent to corresponding notice dispose otherwise of stands that are not

paid in full. In this case, he may refuse the exhibitor the use of the stand and the issue of exhibitor passes.

The organiser holds a lessor lien in the exhibits brought to the exhibition for all unfulfilled obligations and resulting expenses. The organiser shall not be liable for accidental damage or loss of the pawned goods and has the right to sell such goods in the open market upon written notification thereof. It is assumed that the exhibitor is the sole proprietor of the goods brought to the exhibition.

9. Design and outfitting of the stands

For the entire duration of the exhibition, the name and address of the exhibitor shall be displayed at the stand in an easily recognizable form. The exhibitor shall be responsible for outfitting his stand within the scope of any instructions on the part of the organiser with regard to a standardised form of construction. The guidelines issued by the organiser must be heeded to ensure a good overall appearance. If the exhibitor sets up his own stand, he may be requested to submit to the organiser true-to-size drawings for approval prior to commencing work. The use of pre-fabricated and system stands shall be expressly stated in the application. The name of the firms commissioned to execute the design and construction work shall be submitted to the organiser. Stand boundaries may not be exceeded under any circumstances. Exceeding the prescribed installation height requires the express approval of the organiser. The organiser is authorized to request the removal or alteration of exhibition stands, the installation of which has not been approved or does not conform to exhibition requirements. Should the exhibitor fail to comply with this written request within 24 hours, the organiser shall be entitled to remove or alter the stand at the exhibitor's expense. If it is necessary to close the stand for the same reason, the exhibitor shall not be entitled to claim reimbursement of the remuneration.

10. Advertising

Advertising in any form whatsoever, particularly the distribution of printed advertising material and the addressing of visitors are permitted only within the stand. The use of loudspeaker systems, musical performances or film or slide projection and any kind of audio-visual media - even for advertising purposes - requires express approval by the organiser, and notice must be given well in advance. Demonstrations involving machines, acoustic equipment, projection equipment and modems, even for advertising purposes, may be restricted or prohibited even after permission has been granted if such demonstrations are considered a disruption of the general order of the exhibition. If the organiser operates a loudspeaker system, he reserves the right to make announcements.

11. Construction

The exhibitor shall be obliged to complete construction of the stand within the deadlines specified in the "Special Terms and Conditions for exhibitions". If construction has not been commenced at noon the day before the opening of the exhibition, the organiser has the right to dispose of the stand at his own discretion. The exhibitor shall be liable to the organiser for the agreed remuneration and in addition for any other expenses incurred. Under no circumstances shall the exhibitor be entitled to claims for damages. Complaints concerning the location, size or type of stand must be made in writing to the organiser before stand construction commences and no later than one day after the specified date of construction commencement. All materials used for construction must be flame resistant.

12. Stand operation

The exhibitor shall be obliged to outfit his stand with the registered exhibits for the duration of the exhibition, and, unless the stand has been expressly rented purely for representation purposes, the stand must be kept staffed by trained personnel at all times. The exhibitor shall be responsible for cleaning his stand and shall perform this work daily after the exhibition is closed. The organiser shall be responsible for cleaning the other parts of the premises, other parts of the halls and passages. The exhibitor shall be required to avoid and separate waste according to recyclable materials. Additional costs for sewage and refuse disposal shall be charged according to the "polluter-pays-principle".

All exhibitors shall be required to show due consideration vis-à-vis the organiser and the visitors during the course of the exhibition and during construction and dismantling of the former. The organiser shall be entitled to stipulate exact regulations in the "Special Terms and Conditions for exhibitions" and the "House Rules" to ensure mutual consideration is shown and to take adequate action to the point of extraordinary termination of the contract of participation, if – after prior written warning - an exhibitor persistently keeps on contravening against the instruction to show due consideration.

13. Dismantling

No stand may be vacated, in whole or part, prior to the closing of the exhibition. Exhibitors violating this provision shall be charged with a fine of 50% of the net remuneration. Further damage claims shall remain unaffected by this.

Exhibits may not be removed after termination of the exhibition if the exhibition management has asserted its lessor lien. The removal of exhibits despite notification shall be considered a violation of the lessor lien.

The exhibitor shall be liable for any damage to the floor, walls and materials made available to the exhibitor. The exhibition floor space used by the exhibitor shall be left in its original condition not later than the deadline specified to completely vacate this area. Any mounted materials, foundations, excavated areas and resulting damage are to be completely removed and/or repaired.

Otherwise the organiser shall be entitled to have this work carried out at the expense of the exhibitor.

Exhibition stands that are not dismantled by the specified deadline or exhibits left behind shall be removed at the expense of the exhibitor and shall be stored at the exhibition forwarding agent with no liability for loss or damage.

14. Utilities

General illumination shall be provided at the organiser's expense. If the exhibitor desires any connections, this shall be stated in the application. Installation and consumption shall be at the exhibitor's expense. In the case of ring cables, costs shall be shared on a pro rata basis.

All installation work up to the stand outlet may only be performed by firms approved by the organiser. These firms shall be commissioned to perform such work through the organiser's procurement and with his approval, and they shall present their statements for installation and consumption directly to the exhibitors in compliance with the price guidelines issued by the organiser.

Terminals and equipment that do not comply with the relevant regulations - in particular VDE regulations and regulations of the local public utilities - or the consumption of which is higher than reported, may be removed from the exhibition premises by the organiser at the exhibitor's expense or put out of order. The exhibitor shall be liable for any damage caused by the use of unregistered connections, or by installations that have not been executed by the installation firms approved by the organiser. The organiser shall not be liable for interruptions or fluctuations that may occur in the power, water, gas and air pressure supplies.

15. Security

The grounds and the halls shall be generally guarded by the organiser without liability for losses or damage. The exhibitor himself shall be responsible for supervising and guarding his stand, also during construction and dismantling periods. Special guards may be employed only with the organiser's consent.

16. Liability

The organiser, his employees and assistants shall not be liable for any damage resulting from slightly negligent violations of duty. This shall not apply to damage resulting from injury of life, body or health or violation of guarantees and shall also not apply to claims according to the Product Liability Act. In addition, the liability for the violation of duties, the performance of which facilitates the due performance of the contract in the first place and on the observance of which the exhibitor may regularly rely on (cardinal duty), shall remain unaffected. In the cases covered by this paragraph, the organiser shall be liable in accordance with the statutory provisions.

In case of violation of a cardinal duty, the organiser's liability shall be limited to the typically foreseeable damage with the exclusion of any liability for consequential damage.

17. Insurance

Exhibitors are strongly advised to insure their exhibits accordingly and to acquire liability insurance at their own expense.

18. Photographs, drawings, films

Professional photographs, drawings and films on the exhibition grounds may only be made by authorised companies or individuals.

19. Domiciliary rights

The organiser exercises the sole domiciliary rights on the exhibition premises for the duration of the event and can decree "House Rules". Exhibitors and their employees may enter the premises and the halls only one hour prior to the opening of the exhibition. They have to leave the exhibition halls and premises at the latest one hour after closing time. It is prohibited to remain on the premises overnight.

20. Statute of limitations

Exhibitors' claims against the organiser shall become time-barred within a period of one year, starting with the end of the month during which the last day of the exhibition was held.

Any claims of the exhibitors against the organiser shall have to be asserted in writing within a cut-off period of six months, starting with the end of the month during which the last day of the exhibition was held.

The regulations of the above two paragraphs shall not apply if the organiser, his employees or assistants can be charged with wilful intent or grossly negligent behaviour, or if the organiser's liability is based on the statutory provisions in accordance with paragraph 16.

21. Place of Performance and Court of Jurisdiction

The place of performance and the court of jurisdiction are at the domicile of the organiser, even in cases where claims are asserted by way of summons, unless otherwise provided in the "Special Terms and Conditions for Exhibitions".

Reprints of this publication or any parts thereof are not permitted.

As at January 2018