

Conditions of Participation Special Section



Anuga FoodTec
International Trade Fair
for Food & Drink Technology
Cologne, 10 – 13 March 2009

1 Event organizer, event, venue, dates

Anuga FoodTec – International Trade Fair for Food & Drink Technology is organized by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, in cooperation with the German Agricultural Society (DLG e.V.).

It will take place at the Koelnmesse exhibition grounds from Tuesday to Friday, 10 to 13 March 2009.

Opening times

For visitors: daily from 9:00 a.m. to 6:00 p.m.
For exhibitors: from 8:00 a.m. to 7:00 p.m.

Stand construction and dismantling

You may begin stand construction on 18 February 2009.
Dismantling of all stands and exhibits should be finished by 6:00 p.m. on 18 March 2009.
In halls 4.1 and 10.1 dismantling should be finished by 6:00 p.m. on 16 March 2009.
Dismantling may begin no earlier than 6:00 p.m. on 13 March 2009.
Dismantling personnel will be admitted from 6:00 p.m.
Trucks will be permitted to enter from 7:00 p.m.

2 Eligibility to participate

Exhibitors

Only producers that are entered in the commercial register or in a comparable register are permitted to participate at Anuga FoodTec. Such producers must also exhibit products that correspond to the focus of the event (see the List of Goods, form 1.31).
Trade representatives and importers may participate in the event if their registration for Anuga FoodTec is approved by the producers of the products. The agreement of the producer must be documented upon request. Only factory-new machines may be exhibited.

Visitors

Admission to Anuga FoodTec is reserved for trade visitors only.

3 Participation fees and other costs

For exhibitors, the following costs will apply:

	until 15.06.2008	from 16.06.2008
Stand fees per m² of floor area		
for Terrace stand (one side open)	170.00 euros/m ²	180.00 euros/m ²
for Corner stand (two sides open)	180.00 euros/m ²	190.00 euros/m ²
for Two-corner stand (three sides open)	190.00 euros/m ²	200.00 euros/m ²
for Island stand (four sides open)	195.00 euros/m ²	205.00 euros/m ²

The participation fee does not include the provision of stand partition walls.

The stand costs cover the rental of exhibition space for the entire duration of the fair, including the stipulated construction and dismantling period; a specific number of exhibitor and work passes; the use of all technical and service facilities in the trade fair halls; advice by Koelnmesse experts on organisation, advertising and public relations work for your participation; complimentary advertising materials for attracting your firm's customers: rooms for press conferences; press contact services.

For two-storey exhibition stands, the actual allotted area in the second storey is measured with technical precision and calculated at 50 per cent of the cost per m² of the floor area.

AUMA fee

The Association of the German Trade Fair Industry (AUMA) charges you a fee of 0.60 euros per m² for representing your interests. Koelnmesse has agreed to take over calculating and collecting the fees in the name of, and on the account of, AUMA.
More detailed information is available at www.auma-messen.de.

Energy costs

The energy costs are 5.00 euros per m² of occupied stand area as a **proportional flat-rate energy fee.**

Down payment for services

Koelnmesse and Koelnmesse Service GmbH are entitled to collect an adequate down payment for the services provided at an event (electricity and water supplies, media services, etc.). The amount of the down payment for services is calculated based on the services invoiced at the previous event (Anuga FoodTec 2006). For exhibitors that did not take part in Anuga FoodTec 2006, the down payment amounts to 547 euros net.
After the event is over, a separate invoice is generated for the services provided; the down payment is credited to this amount. Invoice amounts are payable immediately upon receipt. If the down payment exceeds the amount charged for services provided, the excess amount will be paid back to the exhibitor. Exhibitors are not entitled to have interest paid on their down payment.

Co-exhibitor charge

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Conditions of Participation), a co-exhibitor fee of 300 euros per company will be charged. The price of inclusion in the Media Package is not included in this fee (see Item 7).

Catalogue

Entry in the media package/catalogue is obligatory and costs 289 euros (see Item 7).

Costs of withdrawal and non-participation

You can revoke your registration at any time until you receive the admission / stand confirmation. In this case, you will have to pay 1,000.00 euros. In the event of non-participation after you have received the admission / stand confirmation, you must pay compensation amounting to 25 per cent of the participation fee (at least the amount listed above), provided the reserved stand area can be rented to a third party. The regulations contained in Item II of the General Section of the Conditions of Participation apply.

VAT

All prices given are net prices. The statutory VAT will be charged separately where applicable.

VAT refunds

Foreign exhibitors (proprietors) may receive a refund of the VAT invoiced as long as they satisfy the legal requirements. The appropriate service (subject to a fee) is offered by Koelnmesse Service in conjunction with G-VAT (Form M.13 in the Service Package). Alternatively, send your refund claim directly to the
Bundeszentralamt für Steuern, Dienstsitz Schwedt,
Passower Chaussee 3b, 16303 Schwedt/Oder, Germany,
Tel. +49 228 406-1200, Fax +49 228 406-2661,
e-mail: vorsteuerverguetung@steuerliches-info-center.de,
Internet: www.bzst.bund.de

4 Stand sizes and construction

The minimum stand size is 9 m².

Please note that hall pillars and other fixed construction elements may be present in any part of the rented stand area. The participation fee will be calculated according to the exact dimensions of the stand area allocated. Trade fair partition walls for dividing the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee by using Form S.10 from the Service Package (enclosed with the space confirmation).

This fee does not include stand construction.

Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

Stand construction and design must adhere to all regulations that are valid in Germany (including the NRW venue regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction and design of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons working for him/her to make sure they adhere to the regulations.

The maximum permissible stand height is 4.50 m (halls 4.1, 5.1, 10.1)
6.00 m (halls 6, 7, 9)

As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for one-storey stands that do not exceed the permissible height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and at least 6 weeks before the event commences.

These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to provide the notice of approval. The exhibitor is also aware of the fact that in exceptional cases at his/her request and on his/her account the stand construction documents must be submitted to the responsible authorities for scrutiny. Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be immediately complied with. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

If at all possible, the trade fair company (Koelnmesse) will try to provide the stand in the desired form. The following terms are used for the stands:

Terrace stand:	one side open
Corner stand:	two sides open
Two-corner stand:	three sides open
Island stand:	four sides open

The stand must be constructed to comply with the form of the stand confirmed. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space.

Banners and company signs are not permitted to encroach into the aisles. Koelnmesse Service GmbH also offers a completely outfitted turnkey stand system. Order Forms S.01 to S.08 are included in the Service Package, which will be sent to you with your space confirmation.

For information about alternative types of stand construction, please contact Koelnmesse Service GmbH.

For a surcharge, exhibitors can rent further equipment in addition to the standard furnishings.

On the last day of construction, the aisles must be completely cleared by **8:00 p.m.**

5 Exhibitor passes and work passes

As an exhibitor you receive, free of charge and valid from the first day of construction to the last day of dismantling:

two exhibitor passes for each stand of up to ten m²;

four exhibitor passes for each stand of up to 20 m²;

one exhibitor pass for each additional ten m² or partial ten m², up to a stand size of 100 m²;

and one exhibitor pass for each additional 20 m² or partial 20 m².

The passes are sent together with the invoice for your stand.

If more exhibitor passes are needed for stand personnel, they can be requested from Koelnmesse for a fee (Order Form 1.40 from the Service Package).

All passes are for specific individuals and are non-transferable. Exhibitor and work passes that were paid for but not used can be returned to Koelnmesse until the last day of the trade fair for a refund of the fee. Transferring a pass to a third party – whether sold or given free of charge – is not permitted and represents a severe violation of the Conditions of Participation, in accordance with Item VI of the General Conditions of Participation. You will also receive free work passes that allow your company's personnel access to the fair grounds during the construction and dismantling periods. These passes are only valid up to the start of, and after the end of the event. They do not entitle the holders to enter the grounds during the event. These passes will also be sent together with the invoice for your stand.

6 Rules on selling

In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag.

7 Media Package (Forms 2.10, 2.30)

For the Media Package for each of its events, Koelnmesse publishes a catalogue which includes an alphabetical list of companies, a list of goods, and advertisements. The catalogue and the electronic media and functions in the Media Package provide all interested trade visitors with indispensable lists of goods and exhibitors before, during and after the event.

Each participating company and co-exhibitor must be listed in the catalogue's alphabetical List of Exhibitors. A fee of 289.00 euros is charged for this service. Entry in the List of Products is optional and costs 99.00 euros per entry.

If the exhibitor fails to submit Order Form 2.10 before the deadline, **entries in the Media Package are based on the information given in Form 1.10 or Form 1.20 and are subject to a fee.**

Late submissions will be included in the supplement to the catalogue at the exhibitor's expense. The Media Package will be produced by Koelnmesse Service GmbH.

Printing of the catalogue and advertisements will be carried out by Druckerei J.P. Bachem GmbH & Co KG, Cottbuser Str. 1, 51063 Köln, Germany, Postfach 80 0109, 51001 Köln, Germany, Tel.: +49 221 6478-308, fax: +49 221 6478-399, e-mail: katalog@arquana.com

Customers are responsible for the content of their advertisements and entries and are liable for any damages related thereto.

Koelnmesse is not liable for printing errors, incorrect placement, mistakes and other gaps or faults in the printing.

8 "Infoscout" information service for visitors

The information about your company that you submitted on Forms 1.10 to 1.31 will be made available at the information stands in the halls for interested visitors during the event. What's more, with Koelnmesse's electronic information system "Infoscout" you can find out about vacant **trade representative vacancies**.

You can use the Form Z.03 in the service package to specify this offer according to products, countries or regions.

Exhibitors and visitors can use "Infoscout" free of charge.

9 Advertising

In order to ensure that the overall image of the event is retained and exhibitors are protected from unfair campaigns, the following advertising measures are forbidden:

1. Exceeding the specified stand height.
2. Distributing printed matter or advertising material in the aisles, halls or elsewhere on the exhibition grounds.
3. Staging visual or audio presentations without prior registration and approval.
4. Staging any kind of presentation in the aisles.
5. Competitions or prize drawings, including those outside the trade fair booth, during which participants are obliged to enter the booth of the advertiser are not permitted. The exhibitor bears responsibility for the legality of competitions, raffles etc.

10 Verbal agreements

Verbal agreements that go beyond the scope of this contract are not valid until confirmed in writing.