

Conditions of Participation Special Section



aquanale 2011
International Trade Fair for
Sauna.Pool.Ambience.
Cologne, October 26th to 29th, 2011

1 Organiser, event, venue and dates, visitor admission

1.1 Title

The aquanale 2011 is being organized by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

The event will be held at the Cologne Exhibition Centre from Wednesday, 26.10.2011 to Saturday, 29.10.2011.

1.2 Opening times

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

For visitors: daily from 10:00 a.m. to 6:00 p.m.

1.3 Stand construction and dismantling

Stand construction may begin at 8:00 a.m. on Wednesday, 19.10.2011.

Construction must be completed by no later than 6:00 p.m. on

Tuesday, 25.10.2011. The aisles must be completely cleared by this time.

Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 6:00 p.m. on 29.10.2011.

Admission for dismantling personnel from: 6:00 p.m.

Trucks will be permitted to enter from: 8:00 p.m.

Dismantling of all stands and exhibits must be finished by 6:00 p.m. on Wednesday, 02.11.2011.

1.4 Visitor admission

aquanale 2011 is a trade fair. Only trade visitors are admitted.

2 Eligibility to participate

2.1 Exhibitors

Only manufacturers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at aquanale 2011. Such producers must exhibit products that correspond to the focus of the event (see the List of Goods). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.

You can exhibit for the companies you represent as a trade representative, sales company, association and importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits.

Koelnmesse also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand.

Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter.

All exhibited products and services must correspond to the focus of the event (see the accompanying List of Goods, Form 1.30). The products must be new ex-works. Products and services that do not correspond to the List of Goods and used products may not be exhibited or offered.

2.2 Co-exhibitors

The participation of co-exhibitors and/or additionally represented companies at aquanale 2011 is possible. A special application and an acceptance by the organiser are required for the use of the stand area by a co-exhibitor (see Item V of the General Section of the Conditions of Participation).

3 Participation fee and other costs

3.1.1 Participation fee of floor space:

141.00 EUR/m² early-bird discount

(Registration until January 31st, 2011)

147.00 EUR/m² standard rate

(Registration from February 1st, 2011)

The participation fee does not include the provision of stand partition walls or other special construction elements.

The participation fee covers the rental of exhibition space for the entire duration of the fair, including the stipulated construction and dismantling periods; a specific number of exhibitor and work passes — see Item 5.1; the use of all technical and service facilities in the trade fair halls; advice by Koelnmesse experts on organization, advertising and public relations work for your participation; complimentary advertising materials for attracting customers to your firm; rooms for press conferences; and press contact services.

For two-storey exhibition stands, the actual allotted area in the upper storey following the technical inspection is calculated at 50 % of the price per m² of floor area.

The participation fee will be calculated according to the dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not provide grounds for a reduction in the participation fee.

3.2 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e.V. — AUMA) charges you a fee of 0.60 EUR cents per m² of exhibition space for representing your interests. Koelnmesse will calculate and collect the fees in the name of, and on the account of, AUMA.

More detailed information is available at www.auma-messen.de.

3.3 Energy costs

Exhibitors will be charged a proportional flat-rate energy fee of 6.95 EUR per m² of occupied stand area.

3.4 Down payment for services

Koelnmesse and/or Koelnmesse Service are entitled to collect an adequate down payment for the services provided at an event — e.g., electricity and water supplies, media services etc. The amount of the down payment for services is based on the services invoiced at the previous event. For exhibitors that did not take part in aquanale 2009, the down payment amounts to 654.00 EUR. Following the event, a separate invoice will be drawn up for the services provided; the down payment will be 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.

3.5 Visitor Promotion Package

Every main exhibitor receives a Visitor Promotion Package together with his/her stand space confirmation. This package consists of a corresponding number of complimentary admission ticket vouchers at a special discount price. The number of ticket vouchers and the price for every main exhibitor are calculated according to the confirmed stand area. The following scale applies:

Confirmed stand area	Number of admission ticket vouchers (Day ticket)	Price of the Promotion Package
12 m ²	15	150.00 euros
up to 30 m ²	30	300.00 euros
up to 50 m ²	50	400.00 euros
up to 100 m ²	80	500.00 euros
over 100 m ²	100	600.00 euros

The aforementioned costs for the Visitor Promotion Package are invoiced with the participation fee. The exhibitor data is printed on every voucher.

If you desire an amount of admission ticket vouchers which exceeds the amount you receive in your Visitor Promotion Package, you can order additional ones at the regular price of 12.00 EUR per redeemed voucher. To do so, please fill out and return form, which you can find in the advertising material package.

3.6 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of 300.00 EUR per company will be charged. The price of the Media Package is not included in this fee (see Item 7). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

3.7 Catalogue

Entry in the Media Package «Catalogue/Internet/Matchmaking» is obligatory and costs 249.00 EUR (see Item 7).

3.8 VAT

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

3.9 Reimbursement of VAT

Foreign exhibitors (proprietors) may receive a refund of the VAT invoiced as long as they satisfy the legal requirements.

Foreign companies from countries within the European Union (EU)

Foreign companies based in an EU member state can only submit applications for VAT reimbursement in the country in which they are based. Each member state has an online portal set up for this purpose. The applications have to be submitted in the country in which the company is based by 30th September of the following year. Information about the electronic portal of the country where your company is based is available directly from the responsible authority.

Foreign companies based in a non-EU country

Foreign companies based in a country outside the EU can make use of the VAT reimbursement service of Koelnmesse Service GmbH. You can find information and apply for your reimbursement in the Koelnmesse-Service-Portal under Marketing Services – VAT Reimbursement (Rückerstattung Mehrwertsteuer).

3.10 Costs in the event of non-participation

3.10.1 After receipt of acceptance/stand area confirmation

If you withdraw your application to participate before you receive the acceptance/stand area confirmation, you will have to pay a fee of 500.00 EUR.

3.10.2 After receipt of acceptance/stand area confirmation

You cannot normally withdraw from the contract after you have received the admission/stand area confirmation. The regulations contained in Item II of the General Section of the Conditions of Participation apply.

In the event of non-participation, companies that have registered for a trade fair must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation fee subject, however, to the minimum fee of 1,000.00 EUR.

3.10.2.1 If you have also ordered stand construction services from Koelnmesse Service, you may cancel the stand construction order only if you do so no later than six weeks before the stand construction period officially begins. The date on which Koelnmesse Service receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse Service is entitled to charge a flat-rate fee for the costs incurred. These costs amount to 30% of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of construction, 50% of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of construction, and 100% of the agreed fee in the event of a cancellation at a later time or during the construction of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

3.10.2.2 In a case where the stand construction has been ordered independently of the registration of a stand area, the provisions of the corresponding order form of Koelnmesse Service GmbH, Form S.12, shall apply in the event of a cancellation of this order.

3.10.3 You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the amount charged.

4 Stand sizes and construction

4.1 Stand size

The minimum stand size is 12 m².

Please note that hall pillars and other fixed construction elements may be present in the rented stand area.

Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

Trade fair partition walls for separating the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee using Forms S.10.

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.

4.2 Responsibility

Stand construction and design must adhere to all regulations that are valid in Germany (including the regulations of the Sonderbauverordnung, 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 on their behalf to ensure that they adhere to the regulations.

4.3 Maximum stand height

The stand height is set at 3.50 m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present.

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 permitted 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.

4.4 Notice of approval

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 issue the notice of approval. You have been informed of the fact that in exceptional cases — at your request and on your 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 responded to immediately.

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.

4.5 Form of stand

The following terms are used for the stand forms:

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

Deviations from the requested stand shape do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

4.6 Construction and design of the stands

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 also offers a completely outfitted turnkey stand system. Orders can be placed at www.koelnmesse-service-portal.de (KSP).

5 Exhibitor and work passes

5.1 Receipt of the 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 12 m²;

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

one exhibitor pass for each additional 10 m² or partial 10 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 the Koelnmesse Service Portal (KSP) for a fee.

You will also receive free passes that allow your personnel access to the fair grounds during the construction and dismantling periods. These passes are only valid up to the start 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 rental fee. Non-company stand designers require a special permit to undertake construction work in the halls.

5.2 Exchange and return of passes

If stand personnel change during the event, you can exchange a used exhibitor pass (i.e. one bearing a name) one time and free of charge for a new pass. The passes are issued in the Exhibitor Services office. 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 Section of the Conditions of Participation.

6 Rules on selling

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

This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

7 Media Package

7.1 Elements of the Media Package

Koelnmesse offers its exhibitors a Media Package for its events. The Media Package consists of the following elements:

- One entry in the alphabetical List of Exhibitors (printed catalogue)
- Entries in the product group list (printed catalogue)
- Entry in the online catalogue with company name, address, stand location, website and e-mail address, and all product groups you indicated in Form 1.30
- Entry and activation for aquanale Online Matchmaking with all of the product groups you indicated in Form 1.30
- Activation for the aquanale online schedule planner
- Entry in the online route planner
- One entry and image in the Mobile Exhibition Guide (M.E.G.) with company name, address, stand location, website and e-mail address and all of the product groups you marked in Form 1.30

The printed catalogue includes an alphabetical list of companies, a list of products and advertisements. The printed catalogue is therefore an important, up-to-date reference work for all interested trade representatives that remains useful even after the event has come to a close.

7.2 Costs for inclusion in the Media Package

Each participating company, co-exhibitor and additionally represented company must be listed in all of the directories of the Media Package. A fee of 249.00 EUR is charged for this service.

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 1.20/1.21 and are subject to a fee. Late submissions will be included in the supplement to the catalogue at the exhibitor's expense.

7.3 Responsibility/release of Koelnmesse from liability

Koelnmesse Service GmbH, Messeplatz 1, 50679 Köln, Germany, has been commissioned to create the Media Package. Production of the catalogue and advertisements will be carried out by

Neureuter Fair Media,
Redaktionsbüro Essen, Westendstr. 1, 45143 Essen, Germany,
Tel. +49 201 36547-303, Fax +49 201 36547-325,
koelnmesse@neureuter.de

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 Commercial property rights

8.1 Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.

If a final court decision has determined *res judicata* that an exhibitor in connection with one of Koelnmesse's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the *res judicata* court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

8.2 You will find more detailed information on our homepage – No Copy!

9 Non-permissible advertising/violations of the Conditions of Participation

In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, in particular the following advertising measures are forbidden:

- Exceeding the binding specified booth height
 - Advertising activities outside the rented stand area without the prior written permission of Koelnmesse
 - Advertising of an ideological or political nature
- The exhibitor bears responsibility for the legality of competitions, raffles etc. In the event of severe violations of the Conditions of Participation, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds — especially claims for damages — are excluded in these cases.

10 "Infoscout" — Information service for visitors

The information about your company that you submitted on Forms 1.10 to 1.30 will be made available at the information stands in the halls for interested visitors during the event. Furthermore, with Koelnmesse's electronic information system Infoscout you can publish vacancies for trade representatives.

You can use Form Z.03 to specify this offer according to products, countries or regions. Exhibitors and visitors can use Infoscout free of charge.

11 Requirement for a written document

All explanations must be specified in writing.

12 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions. Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

13 General Section of the Conditions of Participation, Technical Guidelines

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.