



iba 2015

The world's leading trade fair for
bakery, confectionery and snacks
12 – 17 September 2015
Fairground Messe München

Terms of Participation

Last updated: July 2013

1. General information about the event

Event:	iba 2015
Venue:	Fairground Messe München
Event duration:	Saturday 12 September 2015 – Thursday 17 September 2015
Opening times:	Saturday – Wednesday 9.30 a.m. – 6 p.m. Thursday 9.30 a.m. – 5 p.m.
Setting up:	Saturday 5 September 2015 8 a.m. – Friday 11 September 2015 6 p.m. non-stop
Dismantling:	Thursday 17 September 2015 5 p.m. – Monday 21 September 2015 6 p.m. non-stop

The setting-up and dismantling times must be strictly adhered to.
Information on setting up and dismantling will be made available in good time.

2. Registration and conclusion of contract

The application form must be completed in full and duly signed and stamped before being sent to GHM in order for registration to be effective. Registrations from within the EU must bear the appropriate VAT registration number. The submission of the application form is legally binding for the exhibitor. Any amendments, additions and deletions made to the application form or to the Terms of Participation will have no effect. A contract will be established on acceptance by GHM.

GHM will generally confirm receipt of the registration; this does not constitute acceptance of the registration. GHM will submit an offer of location to the exhibitor following an examination period that may last several months. If the exhibitor does not decline the offer of location within an appropriate period named therein, GHM will then send the exhibitor notification of acceptance with the offer of location. This results in the contract coming into existence.

The technical guidelines, the venue's house rules and future circulars in digital or printed form are an integral component of the Terms of Participation. These are subject to subsequent changes, which are then binding for the event.

3. Acceptance

Unless the exhibitor, as an exception, has a legal entitlement to acceptance to participate, GHM reserves the right to deny acceptance as it deems fit. The exhibitor must in all cases supply details of its product range and must provide an assurance that the products exhibited correspond to its product range in order for the application to be approved. Any exhibition products breaching the provisions of industrial property law in Germany (illegal copies) are prohibited.

GHM may revoke acceptance if it was granted as a result of incorrect information or if the prerequisites for acceptance have become void.

GHM is entitled to withdraw from the contract if good cause exists. Good cause exists in particular when an application for insolvency proceedings to be initiated is filed, when such an application is rejected due to insufficient assets or when insolvency proceedings are actually opened. GHM must be notified of this immediately.

GHM is entitled to make acceptance dependent on the timely payment of a registration deposit.

The exhibitor may not sub-let or cede any stand registered in its name.

4. Stand position and occupation, technical services

The position of the stand will be decided exclusively by GHM. In the interests of the trade fair, GHM is entitled to assign a different position or different size of stand to that listed in the allocation or acceptance and also to reposition or close entrances and exits to the fair site or to the halls or to make structural changes. The exhibitor herewith waives any claims to compensation that may arise or have arisen from the changes described above. However, any rent already paid must be reimbursed to the exhibitor on a pro rata basis. Any projecting elements, columns or joists are considered to be part of the area assigned.

The exhibitor is obliged to occupy the stand and to exhibit the registered products without restriction; other products may not be exhibited. The exhibitor guarantees that it has unrestricted power of disposal over the registered exhibition products and that they are new articles. Used articles are not permitted.

The exhibitor must order all technical services (e.g. water, electricity) from the operator of the venue with whom the exhibitor will conclude a separate contract.

5. Terms of payment and due dates

The invoice for participation will be issued to the exhibitor when acceptance is given. The invoice will cover the aforementioned participation fee including the rent for the stand space, the basic number of exhibitor passes, advice and service from GHM, visitor promotion as well as press and public relations work for the event. The invoice for participation fee is payable by 30 June 2015 at the latest. Should the invoice be issued after 30 June 2015, it will be payable within 14 days of the date on invoice, or if the period up to the commencement of the event is shorter, by the first day of setting up at the latest. If payment is not made in time, GHM will be entitled to withdraw from the contract immediately and to claim compensation, which will be determined by the applicable provisions of section 13 Cancellation and space reduction.

GHM will issue an invoice to the exhibitor after the event containing a final calculation of charges for the services provided by GHM so far not billed. This invoice is payable within 14 days of the date of the invoice. In the event of a delay in payment interest on arrears will be charged in the legally specified amount.

Any fees, bank charges, taxes or levies, in particular VAT, must be paid by the exhibitor. Any amounts retained or deducted by third parties such as taxes and charges withheld at the exhibitor's place of origin will have no effect for GHM. All payments must be made in EUROS. Any complaints regarding invoices must be made within eight days of receipt of the invoice. Complaints at a later date cannot be considered.

6. Offset exclusion

The exhibitor is not entitled to offset claims for payment by GHM with counterclaims unless the counterclaims have been legally established or recognised by GHM.

7. Beneficiary, re-issuing of invoices

The following applies to exhibitors with their registered office in the European Union (excluding Germany): the exhibitor confirms as beneficiary of the services that all services rendered by GHM as service provider will be used for its own business and not for any third-party commercial or private purposes. This declaration will remain valid until revoked in writing. In the event that the exhibitor does not use the service for its own business purposes, GHM will not be liable for any damage or loss that may arise as a result, in particular for any VAT subsequently charged. The exhibitor must communicate its VAT registration number to GHM as confirmation and proof of its business use. Should the exhibitor fail to communicate its VAT registration number, GHM will assume that the service is assessable and liable for tax in Germany and will invoice VAT accordingly. The same applies to a VAT registration number for which the Federal Central Tax Office does not issue a notification of confirmation as well as in the event of the VAT registration number being declared invalid.

For VAT-related reasons GHM is unable to issue or re-issue invoices for services that GHM has rendered, or will render, to the exhibitor as contracting partner to a different invoice than the exhibitor. Should the exhibitor request a change to an invoice that has already been issued, e.g. in the event of a change to the company name, to the company's legal form or to its address, the exhibitor will have to pay an amount of 50 % plus VAT. This fee will not be payable in the event of GHM being responsible for incorrect details.

8. Exhibitor passes

Every exhibitor will receive free exhibitor passes for itself and its staff in accordance with the stand size; the passes will be valid for the duration of the event. For a stand size of

up to 20 m ²	3 exhibitor passes
up to 100 m ²	1 additional exhibitor pass for each additional area of 10 m ² or part thereof
over 100 m ²	1 additional exhibitor pass for each additional area of 20 m ² or part thereof

Any further exhibitor passes will be charged for.

Exhibitor passes will be available after settlement of the invoice for participation. Their use is reserved solely for stand staff; it is forbidden to pass them on to third parties or to sell them. They will be blocked in the event of abuse.

9. Co-exhibitor/additional company represented

A co-exhibitor/additional company represented is any other business represented at the stand, regardless of whether with its own staff or merely with their own exhibition products or services. This includes affiliate companies, subsidiaries, sales branches or agencies.

The stand area is allocated as a single unit and to one exhibitor only (contracting partner). Co-exhibitors must be registered by the exhibitor (contracting partner) using a separate application form.

The acceptance of the co-exhibitor/additional company represented does not result in an additional contract between it and GHM. Instead, it is the exhibitor's responsibility to ensure that its co-exhibitors/additional companies represented observe the provisions of the contract and the guidelines. The exhibitor bears the same liability for faults of its co-exhibitors/additional companies represented as it does for its own faults.

Acceptance of co-exhibitors/additional companies represented is subject to payment. The exhibitor must make such payment; it can be invoiced subsequently by GHM. The exhibitor will also be liable towards GHM for any services provided by GHM to co-exhibitors/additional companies represented. Should GHM invoice services directly to co-exhibitors/additional companies represented, this will not diminish the exhibitor's joint liability.

10. Stand design

Stand areas do not include stand construction or technical services. The exhibitor is responsible for the design and construction of the stand and any required compliance with legal provisions, the technical guidelines, circulars and terms of participation that may result therefrom. The exact details of the technical guidelines can be found on the website. An excerpt is included in the Terms of Participation in the appendix „Important notes“.

11. General information about operating a stand

During official event opening hours, the stand must always be manned by competent members of staff, must be properly equipped and made accessible to visitors. A premature abandonment of the fair stand constitutes a serious breach of these Terms of Participation which will entitle GHM to refuse to accept the exhibitor for future events organised by GHM.

Exhibition materials that, owing to their appearance, smell, noise, vibrations or similar properties, pose a significant risk or disturbance for other exhibitors, visitors or exhibition products of other exhibitors must be removed immediately at GHM's request. This obligation on the part of the exhibitor also exists even when it indicated such properties in the application form and were previously accepted by GHM.

12. Special events

Any event held by the exhibitor on its stand going beyond a usual company presentation or demonstration requires the prior written consent of GHM. GHM is however entitled to place restrictions on or completely prohibit previously approved events if they threaten to disrupt the orderly operation of the fair or of other exhibitors. Audio and audio-visual presentations as well as any other sources of noise are only permitted at the stand provided that they comply with the German Ordinance on Occupational Safety concerning Noise and Vibration Protection in accordance with DIN 15905 Part 5 when measured at the stand boundary. If noise levels exceed this, GHM is entitled to intervene and, where necessary, close the stand in line with section 15 Revocation of allocation, stand closure. The individual company/exhibitor is responsible for submitting the relevant applications to GEMA and other copyright associations. It is agreed by both sides that the general purpose of the fair and the general interest of the exhibitors is to maximise the flow of customers (= visitors). The exhibitor accordingly agrees not to attract visitors to other locations away from the trade fair site during official opening hours. In the event of any infringement of this provision, GHM is entitled to close the stand in line with section 15 Revocation of allocation, stand closure.

13. Cancellation and space reduction

Should the exhibitor cancel its allocation in part or full or reduce the allocated space, GHM will strive to rent the area out to another exhibitor. There is, however, no obligation for GHM to do this. Furthermore, cancellation will not affect the exhibitor's payment obligations in accordance with the invoice for participation for the original acceptance.

Should GHM succeed in renting the area out to another exhibitor in part or in full, the amount recovered for the floor space rented out to another exhibitor will be reimbursed to the exhibitor. If another exhibitor already registered relocates its stand to the vacated space, it will only be deemed as letting to a third exhibitor if and to the extent that a higher rent can be generated from this vacated stand and/or the space vacated by the other exhibitor can be rented out to another exhibitor.

In addition, if the cancelled floor space can be rented out to a third party in part or in full the exhibitor will still be liable to GHM for payment of a fixed sum as compensation for the costs incurred by the additional activity. From the date of acceptance, this will amount to 25 % of the total agreed participation fee, however at least € 500 plus VAT and must be offset against any reimbursement that might be paid.

The entire co-exhibitor fee is payable on cancellation by a co-exhibitor/additional company represented.

Any additional services ordered must be cancelled with the respective contracting partner and are subject to the relevant contractual terms and conditions.

14. Official media (catalogue, Internet, mobile)

GHM will publish an official exhibitor directory. GHM reserves the right to choose the appropriate medium (online/print).

GHM will appoint a service provider (hereinafter: provider) to prepare the official media (exhibitor directory). The provider is:

jl.medien e.K., Inselkammerstraße 5, 82008 Unterhaching, Germany www.jl-medien.de. Where GHM invoices a media fee together with the services it renders, the fee includes the following services:

- Full entry in the directory of exhibitors (name, address, telephone, fax, Internet address, e-mail address, hall/stand)
- Three entries in the directory of products (name, country, hall/stand)

The provider will contact the exhibitor in order to discuss the details of the content of the entry covered by the media fee. The provider will also provide the exhibitor with information on additional design options and where applicable will conclude a direct agreement in this regard with the exhibitor on the relevant terms of the provider.

The details supplied to GHM on the application form are not considered to be the specifications for the entry. In the case of exhibitors who fail to submit their registration in good time, GHM will be entitled to arrange for an entry in the official medium based on the registration documents supplied without any liability for their accuracy. It will no longer be possible to include an entry in the print medium if registration is received after the print medium goes to press. This does not result in an entitlement to a reduction in the media fee or to compensation. Payments already made will not be reimbursed.

Any claims on the part of GHM against the provider with regard to defects in the publication of the exhibitor's entry in the official medium are herewith assigned to the exhibitor. In return, the exhibitor waives any entitlement to assert such claims against GHM.

15. Revoking allocation, stand closure

GHM is entitled to revoke any stand allocation already made (allocation, acceptance of offer) or to close the exhibitor's stand if:

1. the exhibitor still has outstanding debts from previous trade fairs or
2. the exhibition products do not correspond to the subject of the trade fair, or
3. the selling regulations specified in section 17 are not observed, or
4. promotional material is distributed in violation of the provisions in section 18, Ban on the distribution of promotional material, or
5. the provisions regarding special events specified in section 12 are not observed or
6. the exhibitor is otherwise in significant breach of its contractual obligations, in particular the obligations contained in the Terms of Participation, house rules and user regulations and the technical guidelines. The exhibitor will be liable to GHM for all damage or loss incurred in the above cases.

GHM must only provide the exhibitor with prior warning in cases where this is deemed necessary with regard to the severity of the breach and the duration and purpose of the trade fair. GHM is also entitled to issue a temporary or permanent ban on participation in future trade fairs. Compensation claims or any other claims on the part of the exhibitor are excluded. Any claims on the part of GHM are subject to the provisions specified in section 13, Cancellation and space reduction.

16. Occupation of stand, end of trade fair

The exhibitor only has a claim to the allocated stand space after full settlement of the invoice for participation has been made or proof of this has been presented. Stand set-up must commence by midday on 11 September 2015 at the latest. If the rented space is not occupied by this time, or if no notification has been given, GHM reserves the right to dispose of the space in another manner from this time onward without having to give notice thereof. Claims on the part of GHM will be determined in accordance with section 13, Cancellation and space reduction. Set-up work must be terminated by 6.00 p.m. on the final day reserved for setting up. If the setting-up period is exceeded, GHM is entitled to have the stand superstructures removed and stored at the exhibitor's cost and risk. The original condition must be restored after dismantling. The exhibitor must compensate GHM for any damage caused by improper handling.

The stand must be duly occupied until the official end of the trade fair. A penalty of € 2,000.00 will be due on breach of this provision.

17. Sales arrangements

The direct sale and/or supply of any type of goods, including samples, is prohibited at trade fairs (with the exception of trade-related media).

18. Ban on the distribution of promotional material

Exhibitors may neither affix nor distribute promotional materials such as company signs, brochures or posters outside of their allocated stand space without the written consent of GHM. A penalty of € 2,000.00 will be due on each breach of this provision. Moreover, the stand may be closed in accordance with section 15 Revoking allocation, stand closure.

19. Cleaning

The exhibitor is obliged to clean its stand on a daily basis. If the stand is not cleaned by the exhibitor's own staff, only cleaning service providers approved by GHM may be contracted. Any waste generated by the exhibitor will be disposed of at the exhibitor's expense. The exhibitor must arrange and supervise the disposal of waste. GHM is only responsible for cleaning the venue site and the hallways.

20. Smoking

Smoking is forbidden in enclosed spaces over the entire Trade Fair Centre.

21. Films/photography

The exhibitor is only permitted to make video and audio recordings during opening times inside its own stand. The exhibitor must request permission from GHM for any filming/photography activity beyond this.

GHM may make video and audio recordings throughout the trade fair venue and use these for its own or general publication purposes. Where necessary for this purpose, the exhibitor will grant GHM permission to avail itself of all intellectual or other property rights which it possesses in its own right or which it has otherwise been granted and assures GHM that it is entitled to grant such permission. Where required, the exhibitor will grant such permission in good time and at its own cost or inform GHM that it is not able to grant such permission. The exhibitor will release GHM from all liability for third-party and compensation claims in this regard.

22. Security

GHM is responsible for overall security in the exhibition halls and at the entrances to the trade fair. Each exhibitor must take care of security for its own stand and for its exhibition products. Appropriate security guards can only be arranged with a GHM-approved security company; the costs for the service must be paid to the company directly.

23. Right of lien

On acceptance of the exhibitor's registration GHM will have a right of lien over all objects in the fair stand in order to secure its claims against the exhibitor.

24. Liability and insurance

GHM is obliged to enable the exhibitor to occupy and use its stand in accordance with the terms and conditions of this contract. GHM must maintain the halls and the access ways in a usable condition and clean them. Section 19 remains unaffected.

GHM is only liable towards exhibitors for damage due to a wilful or grossly negligent breach of contract by GHM or to a wilful or grossly negligent breach of obligation on the part of a legal representative or agent of GHM. In the event of slight negligence GHM will only be liable for a breach of fundamental contractual obligations, i.e. a breach of those obligations that the exhibitor can rely on to be complied with. Any claims relating to culpable injury to life, body or health remain unaffected.

The aforementioned limitations of liability apply for exhibitors who are businesspersons with the provision that liability will in no way be accepted for damage or loss to goods used by exhibitors or to the stand fixtures and fittings. It is immaterial whether the damage or loss occurs prior to, during or after the event. The same applies to the vehicles parked on the trade fair site by exhibitors, their employees or agents. Liability is also excluded for indirect damage and resulting loss of profit.

Exhibitors themselves are liable for any damage or loss that may be culpably caused by themselves, their employees, their agents or their exhibition items and fixture and fittings to persons or property. Every exhibitor is obliged to take out appropriate insurance and to pay the customary premiums (including insurance tax) in due time. Exhibitors from outside Germany are recommended to take out insurance in their home country.

GHM will not accept any consignments on behalf of exhibitors. In justified exceptional cases where it does so, it will not be liable for any losses incurred as a result of incorrect or late delivery.

25. Restrictions

It is not possible for the exhibitor to assert any claim for compensation against GHM if the event cannot be held as a result of force majeure, strikes, political events or for reasons for which GHM is not responsible. This will also apply if GHM is forced to evacuate the exhibition area or parts thereof on a temporary or permanent basis, or if it is forced to postpone or curtail the event. No participation fee will be payable if GHM is responsible for the reason for cancelling the event. Any claim against GHM is excluded.

26. Official regulations / instructions

With regard to other liability, the exhibitor undertakes to obtain adequate knowledge of all relevant legal and official regulations and provisions of the Federal Republic of Germany and to comply with these and to follow any instructions given by trade fair staff immediately.

27. Written form

All legal declarations made by GHM and any modification or amendments, even if verbal agreement was already reached, must be in writing. Verbal undertakings and subsidiary agreements will not be valid and binding unless confirmed in writing. This also applies to the annulment of this clause concerning the written form.

28. Statute of limitation

Claims on the part of the exhibitor against GHM arising from participation in the trade fair and all related legal relationships will lapse after 6 months. The period of limitation will commence at the end of the month in which the final day of the trade fair falls. This does not apply to claims arising from a wilful breach of obligation on the part of GHM.

29. House rules

GHM is responsible for ensuring compliance with the house rules over the entire site of the venue during setting up, for the duration of the fair and during dismantling.

30. Jurisdiction and place of fulfilment

It is agreed that the place of jurisdiction for any disputes arising in connection with this contractual relationship and the place of fulfilment will be Munich when the contracting parties are commercial businesspersons, legal persons governed by public law or a separate estate under public law. It is agreed that Munich will be the place of jurisdiction and place of fulfilment for any legal disputes arising in connection with this contract when the exhibitor is a tradesperson with no general place of jurisdiction in the Federal Republic of Germany. German law applies exclusively; the standards of international private law do not apply.

31. Data protection

As the responsible party in accordance with data protection legislation, GHM guarantees that the collection, storage, modification, transfer, blocking, deletion and use of personal data will be effected in accordance with relevant data protection regulations and other applicable legal provisions.

32. Miscellaneous

The exhibitor is not entitled to derive any rights from previous events or contracts with the event organiser.

The German version of the Terms of Participation is deemed to be the binding version.

Organiser:

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