

General Terms of Contract for Exhibitions of ORTEC Messe und Kongress GmbH

1. Organizer

ORTEC Messe und Kongress GmbH, Bertolt-Brecht-Allee 24, 01309 Dresden

2. Application

- a) Application for an exhibition of the ORTEC Messe und Kongress GmbH occurs by sending in the completed application form for the respective event.
- b) In addition to the stand area, a one-time service-fee will be charged for miscellaneous services, that will be due along with registration.
- c) The price of stand areas will rise by 15 % if you register after the deadline quoted in the supplementary conditions.
- d) The applicant acknowledges all points of these terms of contract by sending in the completed application form.
- e) The applicant acknowledges with his signing of the application form any legal regulations pertaining to labour law, trade law and fire protection as well as the house rules.

3. Admission (acceptance of the application)

- a) After the application form has been sent in, the contract is secured upon written confirmation by the organizer (admission or invoice).
- b) The organizer decides upon admission and positioning. The application does not include any legal claim to participate. The contract is concluded upon reception of the admission confirmation by the exhibitor.
- c) The organizer is entitled to limit the exhibition as to particular exhibitor, product or visitor groups. Exclusion of competition can not be claimed.
- d) The offer for exhibition is based on principle upon the nomenclature as a part of the organizer's information material and the designation of the event. An offer contradicting the exhibition's character or standard can be excluded even during the event. This shall not affect any claims of the organizer against the exhibitor.
- e) The exhibition of products not applied for and not admitted is not allowed.
- f) The organizer is also entitled to refuse admission without stating any reasons or subject the admission to prepayment of the stand rental charge.

4. Modifications – Force majeure

- a) In the event that the exhibition cannot take place due to force majeure, the organizer is entitled to hold the exhibitor liable for up to 1/3 of the stand rental charge with regard to general reimbursement of costs and expenses. Additional expenses are payable to the full amount.
- b) In the event of ascertainable compelling reasons the organizer is entitled to cancel, shorten or postpone an exhibition. In the event of postponement the exhibitor is entitled to claim to be released from the contract if there arises a coincidence with another event already booked by him. In the event of the exhibition being shortened the exhibitor is not entitled to be released from the contract. Any reduction of the stand rental charge can not be granted. In any case damage claims are excluded for both parties.

5. Rental charge, orders

- a) The prices for the stand rental charge and any additional expenses are stated in the application form.
- b) Prices for services not included there are to be inquired at the organizer and are not part of this contract but subject to written supplementary agreement. The general terms of contract for exhibitions shall also be applicable to any orders in the application form and any subsequent order forms.
- c) The stated stand rental charges are for the overall exhibition period.
- d) All prices are understood plus value added tax.
- e) The leased objects (system stands and furniture) must not be nailed, painted or damaged otherwise.
- f) The leased furniture has to be emptied and handed over in the evening of the last exhibition day. No liability is accepted for any objects of the exhibitor left in the leased furniture.
- g) The lessee is liable for damages and losses from delivery to return, even if he has already left the stand. Missing or damaged leased objects will be invoiced at the repurchase price.
- h) The prices stated in the Order forms apply until 3 weeks prior to the exhibition opening. Orders received after this date and until 10 days prior to the exhibition will be surcharged by 10 %. Reorders received less than 10 days prior to the exhibition are only accepted with reservation. In the event that the reorder is realisable, realisation will be effected on the spot against cash with an additional charge of 30 % on the price stated in the order form.
- i) In the case of items that were not deliverable, the organizer reserves the right to replace them with items of equal value and quality.

6. Stand renting

- a) The stand position is allocated by the organizer from a point of view required by the exhibition's conception. The date of entry of the application form is irrelevant. If possible, requests are taken into consideration.
- b) The exhibitor will receive the floor plan and stand number in good time prior to the beginning of the exhibition. Objections must be submitted in writing within eight days. No further complaints can be accepted after the named deadlines. The position of the stand or any changes are then binding.
- c) After the expiry of this term complaints are no longer possible. The position of the stand or modifications are deemed to be acknowledged. The exhibitor concerned cannot withdraw from the agreement for this reason.
- d) The organizer is entitled to change the layout of the exhibition ground and/or the entrances and exits. The exhibitor is not entitled to any claims.

7. Co-exhibitors, subletting, assignment to third parties, shared stands

- a) The exhibitor is not entitled to sublet, to share, to exchange or to assign in part or as a whole his allocated stand with other companies or to third parties.
- b) In the event of the approved participation of a co-exhibitor (personally represented at the stand), the co-exhibitor charge will become due (see application form). The co-exhibitor is represented in the catalogue and entitled to receive his exhibitor's identity card and advertising material. For co-exhibitors that are not pre-registered with the organizer, a late registration fee of 30 % will be charged, on top of the regular co-exhibitor fee which will also be due.
- c) Additionally represented companies are represented at the stand only by their products or services (not by their own personnel). A charge becomes due for their entry into the exhibition catalogue (see application form).
- d) Unauthorised subletting entitles the organizer to charge another 50 % of the stand rental charge unless the space occupied by the sublessee must be cleared.
- e) In the event that a stand is let to several exhibitors, each of them is jointly and severally liable. For a shared stand an authorised person has to be announced to the organizer. He is considered as the negotiating party and notification to him shall be deemed applicable for any exhibitor of the shared stand.
- f) A service charge of € 52.- plus value added tax per co-exhibitor arises in the event of a co-exhibitor's cancellation of registration.

8. Terms of payment

- a) As a rule the exhibitors receive an invoice with their admission. A down payment of 50 % is due for payment upon reception of this invoice according to the date fixed for payment (14 days after the invoice date). The other 50 % of the invoiced sum and any supplementary charges are due four weeks prior to the beginning of the exhibition at the latest. Invoices made out less than six weeks prior to the beginning of the exhibition are due for payment immediately to the full amount. In general all invoices must have been paid before the beginning of the exhibition. The delay starts upon the expiry of the day fixed for payment in the invoice. A standard charge of € 5.- shall be payable to cover the expenses for each reminder sent out as a result of default.
- b) The organizer is entitled to charge annual interest on arrears to the amount of 3 % above the discount rate of the European Central Bank as of the due date.
- c) In the event that the organizer has not made use of his right to cancel the contract pursuant to paragraph 9b and the applicant has not met his payments to the full amount until ten days prior to the beginning of the exhibition, the organizer is entitled to dispose of the stand concerned for other parties or different uses after he has forwarded a reminder to the applicant three days earlier and the applicant has not met his payments until one day before further disposal. The financial obligation of the applicant subsists in this case.
- d) The organizer is entitled to exercise the lessor's lien for any obligations not fulfilled under the contract at the relevant exhibition stand. In the event that costs arise for example through storage or transport of the products after payment by the exhibitor, these amounts are charged to the exhibitor's account.

9. Termination of contract

- a) The written contract confirmation (admission or invoice) received upon the completed and signed application form has been sent in is binding (performance of contract). The exhibitor cannot withdraw unilaterally from the contract. Where there is no mutual agreement on the termination of the contract and the exhibitor does not fulfil his obligation to occupy the stand, he shall be obliged, in addition to the fulfilment of the contract (numbers 100 - 999 of the registration form), to reimburse the costs of additional expenditure (e.g. decoration).
- b) Should the exhibitor fail in effecting due payments pursuant to paragraph 8 a in part or as a whole after having received two reminders, the organizer shall be entitled to terminate the contract within ten days after the second reminder was received by the exhibitor. In this case the organizer is entitled to claim compensation to the amount of 100 % of the contract value. The level of the standard compensation will be higher or lower as the case may be if the organizer is able to prove that a higher level of damage has been caused or the exhibitor is able to prove that the organizer has incurred a lower level of damage. The stand rental charge (paragraphs 100 to 199 of the application form) and the additional expenses (paragraphs 200 to 999 of the application form) are the contract value.
- c) In the event that the organizer agrees to terminate the contract by mutual agreement, the organizer is entitled to claim compensation from the applicant to the amount of 25 % of the contract value in case of a termination until 15 weeks prior to the beginning of the exhibition, 50 % of the contract value in case of a termination until 10 weeks prior to the beginning of the exhibition and 100 % of the contract value in case of a termination after that date.

10. Stand layout

- a) Only full metres/square metres can be rented as stand space.
- b) The prices per square meter for the different stand types stated in the application form are understood as prices without partition walls and equipment. Each exhibitor is obliged to equip his stand with partition walls, carpeting and facing. These can be ordered from the organizer. If the exhibitor fails to order them from the organizer, he is obliged to provide his own stand system.
- c) The stand height for the exhibitor's own stand system is limited to 2.5 m. Company logos or names may exceed this height by max. 40 cm.
- d) Two-storey stands are subject to the organizer's approval. In the event that such a stand is approved, the stand rental charge increases by 50 %.
- e) Should the exhibitor intend to use his own stand system, he must explicitly state this in the application form. The organizer is entitled to request a true-to-scale drawing. The exhibitor must notify the contracted construction

firm, if any, to the organizer. Only materials granted a B1 certificate (hardly inflammable) may be used for the stand. The organizer is entitled to have unapproved stands modified or removed, where appropriate, at the exhibitor's expense. In the event that a stand has to be closed for the above mentioned reasons, there does not exist any claim for reimbursement of the stand rental charge or compensation.

- f) Name and address of the exhibitor have to be presented in a clearly recognisable way at the stand throughout the exhibition.

11. Installation, heating

- a) The organizer will provide general lighting and heating at his own expense.
b) Only the organizer or companies approved by him are allowed to make any installations for the exhibition. Connection points and devices which do not comply with the safety requirements or the consumption of which is higher than stated before can be removed at the exhibitor's expense. The exhibitor is liable for any damages caused by installations not made by the organizer.
c) The relevant terms for technical connection points are stated in the application form. It is not permissible to use any connections or installations other than those belonging to the stand. An unauthorised further distribution to other exhibitors is also impermissible.
d) The organizer is not liable for any fluctuations and interruptions of electricity, water, gas or compressed air supply.

12. Set-up

- a) Before setting up the exhibitor must contact the exhibition management.
b) Setting up of the stands is only possible within the stated period of time (see Supplement to General Terms of Contract for Exhibitions). The exhibitor is obliged to complete the set-up of his stand within the stated period of time.
c) In the event of non-compliance with the setting-up times and after one previous reminder setting an adequate term for the completion of the stand, the organizer is entitled to dispose of the stand concerned for different uses after the fruitless expiry of the term. This does not relieve the exhibitor of his obligation to pay the stand rental charge and all additional expenses to the full amount. Claims for compensation are excluded.
d) If an exhibitor does not turn up at the fair, all claims from the fulfilment of the contract still remain valid. The organizer reserves the right to also charge for the additional costs incurred through the changes in arrangements at short notice and any necessary decorations.
e) All rental stands and rental furniture that have been ordered are to be checked for their correct erection and completeness (hand-over report); any defects are to be reported immediately. The customer is liable for any losses and damages after the hand-over.

13. Identity card

Upon confirmation of their application the exhibitors receive an order form for the exhibitor identity cards. The identity cards will be handed out to the exhibitors after all outstanding debts have been paid completely. During the fair days the fairground may only be entered with the access tickets.

14. Access regulations for vehicles

The duration of stay for passenger cars and/or motor lorries on the exhibition ground is limited to max. two hours due to organizational reasons. The time of stay is regulated by depositing € 50.00 upon driving in. In the event that the approved duration of stay is exceeded, an amount of € 25.00 is withheld for each half-hour commenced (exceptional permissions with reservation at the exhibition management office).

15. Operation of the stand

- a) The exhibitor is obliged to keep his stand occupied throughout the exhibition.
b) The organizer's instructions have to be followed. The organizer is entitled to close and clear a stand in the event of gross violation of the applicable legal regulations, the general terms of contract or the usual behaviour towards visitors and exhibitors. Claims against the organizer are excluded in this case.
c) Measures which might cause distortions of competition or disturbances of the general public are subject to the organizer's explicit approval (loudspeakers and/or light equipment, planned demonstrations, emissions). Exhibitors who run equipment or machines that generate certain emissions are obligated to have a government approved ventilation system installed at their own cost. Advertising of any kind and particularly the distribution of printed advertising material is only permissible outside the stand if the fair authorities give their written approval.
d) The organizer is responsible for general cleaning. The exhibitor is responsible for cleaning the stand unless he explicitly ordered the stand cleaning service. The exhibitor is obliged to avoid refuse and to separate unavoidable waste. Additional waste management costs are invoiced pursuant to the principle of causation.

16. Dismantling

- a) The exhibition stands must be dismantled within the specified dismantling periods (see supplement to the general terms and conditions of business). Rental furniture must be returned before 6.30 p.m. on the last day of the fair by the stand personnel or made ready for collection (furniture emptied), rental stands on the first day of dismantling before 12 noon. Up to this time the exhibitor will be held liable for any losses and damages.
b) In the event that the exhibitor leaves his stand before the end of the exhibition, 50 % of the stand rental charge will be imposed as a contractual penalty.
c) In the event that the organizer has exercised his lien for the exhibits, these must not be removed from the stand.

- d) The organizer is entitled to dispose of exhibition items left after dismantling at the exhibitor's expense. Damage to floors and walls has to be repaired perfectly otherwise these repairs will be carried out by the organizer at the exhibitor's expense. Further claims for compensation remain unaffected.
e) The organizer will remove and store any stands or objects not having been dismantled or cleared after the expiry of the dismantling period at the exhibitor's expense without being liable for loss or damage.

17. Liability, insurance, guarding

- a) The organizer is responsible for the general guarding of the ground and the halls. The exhibitor is responsible for watching over and guarding the stand, also during the setting-up and dismantling periods.
b) The organizer does not accept liability for any damage, loss and so on occurred during the exhibition, setting-up and dismantling periods or transport.
c) The organizer recommends to each participant to provide for his own liability insurance, stand guarding, if needed, and insurance of the exhibition goods at his own expense. Subject to the organizer's approval guarding can also be shared with other exhibitors. Surveillance can also be organized jointly with other participants – though in every case this requires the organizer's consent.
d) The organizer is only liable for any damage caused in intent or gross negligence by the organizer.

18. Catalogue

- a) The obligation of entry into the catalogue arises for the exhibitor upon sending in the application form. Your entry in the catalogue, internet, and/or the electronic trade-show information system will consist of your exhibition data, your firm's logo, a self-description, as well as three entries in the product listing. This will all be included in the service-charge.
b) Advertisements in the catalogue are only possible in the stated formats. The prices will increase by 10 % for special positioning in the vicinity of certain product groups for example according to prior agreement with the organizer.
c) In the event that an entry has not been entered in its entirety or only partially or imperfectly, claims for compensation are excluded.
d) The printer's copy can be sent by e-mail, ISDN or disk (CD-ROM, DVD-ROM). No commission can be paid to any agency the services of which might have been used.

19. Photographing, filming

- a) Commercial photographing, drawing and filming on the exhibition ground is only allowed to the businesses approved by the organizer.
b) The organizer is entitled to photograph, draw or film exhibition stands and to publish the results. The exhibitor waives all copyright claims.

20. Agreements

In any case all oral agreements require the organizer's written confirmation to be valid.

21. Forfeiture

All claims of the exhibitor against the organizer which have not been put forward within two weeks after the end of the exhibition are forfeited.

22. Place of performance/jurisdiction

The place of performance for all obligations arising hereunder is Dresden. The place of jurisdiction for all disputes arising from this contract, also for legal action based on a bill of exchange or a cheque, is Dresden. The contract is subject to German law.

Supplementary to the General Terms of Contract for Exhibitions the following shall apply for the exhibition FLORIAN in Karlsruhe, October 8 to 10, 2009:

1. Name of exhibition

FLORIAN
Trade Fair for Fire Brigades, Fire-and-Disaster Control
with Rescue Service Forum aescutec®

2. Organizer

ORTEC Messe und Kongress GmbH
Bertolt-Brecht-Allee 24, 01309 Dresden, Germany
phone +49 351 315330, fax +49 351 3153310

3. Venue Date

Oktober 8 to 10, 2009,
Thu/Sat 9 a.m. to 5 p.m., Fri 9 a.m. to 7 p.m.

4. Place of exhibition

Messe Karlsruhe · dm-arena, Messeallee 1, 76287 Rheinstetten

5. Application deadline

June 30, 2009

6. Setting-up and dismantling periods

Setting-up of the stands:
October 6, 2009, from 9 a.m. to 10 p.m. exhibitors with own stand construction;
October 7, 2009, from 7 a.m. to 10 p.m. all exhibitors
Dismantling times for exhibitors:
October 10, 2009, from 5.30 p.m. to 10 p.m.,
October 11, 2009, from 7 a.m. to noon
The setting-up and dismantling periods be able to change by organizer. Imperative necessities variations by exhibitors needs written approval of organizer.