

Messe Frankfurt, Inc.  
1600 Parkwood Circle, Suite 615  
Atlanta, GA 30339, USA

**Bridget Ferris, Sales Manager**  
Phone: 678 - 732 - 2426  
Fax: 770 - 984 - 8023  
Website: [www.messefrankfurt.us](http://www.messefrankfurt.us)  
Email: [Bridget.Ferris@USA.MesseFrankfurt.com](mailto:Bridget.Ferris@USA.MesseFrankfurt.com)

## USA Pavilion - Exhibitor Contract

### 1. Exhibitor Information

Company name	<input type="text"/>		
Contact name / Title	<input type="text"/>		
Street address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/>
		Zip	<input type="text"/>
Phone *	<input type="text"/>	Fax *	<input type="text"/>
Email	<input type="text"/>	Web	<input type="text"/>

\* By providing your fax number and/or email address you are consenting to receive communications from Messe Frankfurt, Inc. and its affiliates via these media

### Company Type

<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Distributor/Wholesaler	<input type="checkbox"/> Publisher	<input type="checkbox"/> Representative
<input type="checkbox"/> Association	<input type="checkbox"/> Other (please specify):	<input type="text"/>	

### Please list your top competitors

### Please list any company you would like to be near

\* We can not guarantee preferred placement, but will do our best to accommodate you

### Please check the product category you will be showcasing

<input type="checkbox"/> Repair & Maintenance	<input type="checkbox"/> Accessories & Tuning	<input type="checkbox"/> Parts & Systems
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### Please list the products you will be showcasing

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## 2. Turnkey Booth Package

Includes following depending on booth size:	9-15 sqm	16-21 sqm	22-30 sqm
Organization and onsite management	yes	yes	yes
Promotional Activities	yes	yes	yes
Partition Walls	yes	yes	yes
Carpet	yes	yes	yes
Company Sign	yes	yes	yes
Shelf	2	4	6
Set of 1 table 30 x 30 inch and 3 chairs	1	2	3
Halogen Spot Lights	1	2	3
Electricity Connection & Triple Outlet, 240 Volt	3	6	9
Preliminary and daily cleaning	yes	yes	yes
Access to Business Lounge * See Terms and Conditions	yes	yes	yes
Exhibitor Badges	2	4	5
Daily catering	yes	yes	yes
Overnight perimeter security	yes	yes	yes
Marketing Package *	Standard Entry	Standard Entry	Standard Entry

\* Included in the obligatory Marketing Package is the standard catalogue entry (includes company name, hall and stand number), internet portal on the event Website and in Productpilot.com, the year round business to business portal, entry in "Compass", the onsite visitor information system and support with press and advertising work. Other marketing opportunities are available at an additional cost.

## 3. Turnkey Booth Package (minimum size 9 sqm per company)

Booth Size	Inline	Corner
<b>Cost per sqm</b>	<b>€ 615</b>	<b>€ 675</b>
9 sqm (97 sq. ft.)	€ 5,535	€ 6,075
12 sqm (129 sq. ft.)	€ 7,380	€ 8,100
15 sqm (161 sq. ft.)	€ 9,225	€ 10,125
18 sqm (194 sq. ft.)	€ 11,070	€ 12,150
21 sqm (226 sq. ft.)	€ 12,915	€ 14,175

\* All companies must fill out their own application form; no joint-stand participants are allowed. We will do our best to allocate your booth request, but it is not guaranteed. A minimum of 18sqm is required in order to receive a corner location.

	x		=	
sqm		€ per sqm		€ Total

A deposit of 50% of the total pavilion participation price is required at the time the signed pavilion contract is submitted. The final balance is payable by March 11, 2012.

Cancellation of this contract on or before March 1, 2012 will result in an administration charge of 50% of the total contract amount. Cancellation after March 1, 2012 will result in an administration charge of 100% of the total contract amount.

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#### 4. Payment will be made with (Invoices must be paid in Euros)

\* **Wire Transfer:** Wire transfer information will be listed on your invoice. Exhibitor is responsible for all fees incurred in the transfer of funds.

\* **Check** payable to Messe Frankfurt, Inc., 1600 Parkwood Circle, Suite 615, Atlanta, GA 30339, USA

\* There will be a fee of 3.5% charged for all invoices paid in USD

\* The exchange rate when the payment is processed by Messe Frankfurt's Bank is the rate that will apply

#### 5. Name of legally responsible officer or representative

We hereby accept the General Terms and Conditions of this event provided by Messe Frankfurt Exhibition GmbH and Messe Frankfurt, Inc. and summarized on page 4 of this document. Please contact Messe Frankfurt, Inc. for the complete paper version of the General Event Conditions.

Name

Title

Signature

Date

# GENERAL TERMS AND CONDITIONS FOR USA PAVILIONS AT MESSE FRANKFURT GmbH EVENTS

## 1. General

**1.1 Introduction** - (1) The USA Pavilion Organizer is: Messe Frankfurt, Inc., 1600 Parkwood Circle, Suite 615, Atlanta, Georgia 30339, Telephone: (770) 984-8016, Fax: (770) 984-8023. (2) The trade show organizer is Messe Frankfurt Exhibition GmbH, Ludwig-Erhard-Anlage 1, 60327 Frankfurt/Germany. (3) An Exhibitor is an applicant that has been accepted for participation in an Event by Messe Frankfurt Exhibition GmbH and by Messe Frankfurt Inc. for participation in the USA Pavilion. Acceptance as an Exhibitor shall be in the form of a written confirmation. (4) The General Terms and Conditions of the Event as published by Messe Frankfurt Exhibition GmbH shall apply to all Events organized by Messe Frankfurt. (5) Additional terms and conditions of each Event shall be set forth and issued to the Exhibitor in a separate information entitled "Specific Terms and Conditions of the Event" when applicable. (6) This USA Pavilion Exhibitor Contract shall conclude a contract between the Exhibitor and Messe Frankfurt Inc. The Exhibitor acknowledges Messe Frankfurt Exhibition GmbH's General Terms and Condition of the Event as an element of the contract of participation. In case of inconsistencies, the Specific Terms and Conditions shall take precedence over the General Terms and Conditions. (7) Violations of any of the Terms and Conditions of the contract of participation by an Exhibitor shall entitle Messe Frankfurt to exclude an Exhibitor from an Event and to seek remedies for damages caused by such violations. (8) Exhibitors participating in a USA pavilion organized by Messe Frankfurt, Inc. must additionally comply with the Terms and Conditions of such a pavilion as designated in this contract or otherwise communicated by Messe Frankfurt, Inc.

**1.2 Registration** - The Messe Frankfurt Exhibition GmbH's General and Specific Terms and Conditions governing the Event apply to all USA Pavilion exhibitors.

**1.3 Acceptance as an Exhibitor** - Messe Frankfurt Inc. shall have discretion to accept or reject any USA Pavilion exhibitor applicant. Additionally, Messe Frankfurt Exhibition GmbH reserves to right to exclude an exhibitor accepted by Messe Frankfurt, Inc. for important reasons. No Exhibitor shall infer a right to acceptance from past acceptance at an Event organized by Messe Frankfurt.

**1.4 Composition of the Event** - Messe Frankfurt Exhibition GmbH shall have the right to determine the composition and theme of the Event at its sole discretion.

**1.5 Booth Allocation** - Messe Frankfurt, Inc. reserves the sole right to determine each exhibitor's booth allocations within a USA Pavilion. An undesired booth placement or later reconfiguration of the USA Pavilion for an important reason does not give the Exhibitor the right to withdraw from this contract.

**1.6 Booth Confirmation** - (1) Messe Frankfurt, Inc. shall accept an Applicant as an Exhibitor only by written confirmation on this Contract Form, setting forth details of the booth allocated and the products or services to be displayed. The Booth Confirmation shall be based on the information provided by the applicant on the Exhibitor Contract. The Exhibitor shall adhere to the descriptions, specifications and other representations provided therein. (2) Booth Confirmation shall apply only to the Exhibitor specified. The Exhibitor shall not assign the booth to any third party. The Exhibitor shall not include or represent in the assigned booth any company or products not specifically accepted by Messe Frankfurt. (3) Proposed alterations to an Exhibitor's program shall be provided in writing to Messe Frankfurt, Inc. not later than two months prior to the Event. (4) The Exhibitor shall pay outstanding account balances with Messe Frankfurt, Inc. under terms and deadlines indicated in this Agreement. Failure to settle previous outstanding accounts shall entitle Messe Frankfurt, Inc. to withdraw Booth Confirmation and to exclude the Applicant from participation. (5) The Exhibitor shall notify Messe Frankfurt immediately upon the initiation by it, or by any creditor, of bankruptcy, insolvency, or settlement proceedings relating to the Exhibitor. Upon receipt of notice of such proceedings, Messe Frankfurt, Inc. shall be entitled to immediately cancel the contract of participation by written notice delivered by registered mail to the last known address of the Exhibitor with the cancellation fees outlined in the Agreement being applicable.

**1.7 Conditions of Payment** - Unless otherwise agreed in writing between the Exhibitor and Messe Frankfurt, Inc., a deposit of 50 % of the total pavilion participation price is required at the time the Exhibitor submits this signed USA Pavilion Exhibitor Contract. The final balance is payable 6 months before the first day of the Event. In case an Exhibitor application for space rental is not accepted by Messe Frankfurt, Inc. for any reason, the deposit will be promptly returned. Should timely payments not be made as stated, Exhibitor agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorney fees and court costs which may be incurred by Management or any affiliate in pursuing and collecting payment.

**1.8 Exhibitor Cancellation** - Upon cancellation of the contract by the Exhibitor prior to or on March 1, 2012, the exhibitor is liable for an administrative fee of 50% of the total charges due under the Agreement. Upon cancellation after March 1, 2012, the Exhibitor will be liable for 100% of the pavilion participation price.

**1.9 Event Schedules** - The Messe Frankfurt Exhibition GmbH's General and Specific Terms and Conditions governing the Event apply (available from Messe Frankfurt, Inc.'s Atlanta office)

**1.10 Use of Booth** - The Messe Frankfurt Exhibition GmbH's General and Specific Terms and Conditions governing the Event apply in addition to the conditions outlined above

**1.11 Exhibits** - The Messe Frankfurt Exhibition GmbH's General and Specific Terms and Conditions governing the Event apply.

**1.12 Visitor Authorization** - The Messe Frankfurt Exhibition GmbH's General and Specific Terms and Condition governing the Event apply.

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**1.13 Sales Activities** - (1) The exhibitor may accept orders and commissions from trade buyers who furnish proof of their identity and may conclude purchase and service contracts to be put into effect outside of the Event. The same applies to purchase of exhibits for delivery after the Event has concluded. (2) Counter sales, i.e. the sale and negotiation of goods or services (as well as the sale of food and refreshments) are prohibited.

**1.14 Advertising and Publicity** - The Messe Frankfurt Exhibition GmbH's General and Specific Terms and Conditions governing the Event apply.

**1.15 Picture and Sound Recordings** - The Messe Frankfurt Exhibition GmbH's General and Specific Terms and Condition governing the Event apply.

**1.16 Media and Press Relations** - Activities of the media, such as radio, television, film, and trade press shall be conducted through the Messe Frankfurt Press Office or representative.

**1.17 Protection of Intellectual Property** - The Exhibitor undertakes to ensure that exhibits comply with all patents, trademarks, copyright or other laws and other requirements for the protection of intellectual property. In case of a breach of this obligation, Messe Frankfurt Exhibition GmbH's reserves the right to exclude an Exhibitor from the Event without any refund of the participation fees paid or due. This stipulation does not create an obligation for Show/Pavilion Management to take such action. Messe Frankfurt Exhibition GmbH's and Messe Frankfurt, Inc. do not accept any liability for commercial rights infringements that may be committed by an exhibitor.

**1.18 Exclusion of Liability** - The Messe Frankfurt Exhibition GmbH's General and Specific Terms and Condition governing the Event apply.

**1.19 Security Regulations, Accident Prevention and other Legal and Official Directives** - The Messe Frankfurt Exhibition GmbH's General and Specific Terms and Conditions governing the Event apply

**1.20 Insurance** - (1) It is the responsibility of the Exhibitor to provide sufficient insurance protection. (2) In case of any incident giving case to a possible claim, immediate written notification shall be given by the Exhibitor to the insurance carrier, as well as to Messe Frankfurt Exhibition GmbH, and, for instances involving public safety, to the police representatives on duty during the Event.

**1.21 Submission of Claims** - All claims of the Exhibitor resulting from this Agreement shall be made in writing to Messe Frankfurt, Inc. no later than fourteen (14) days following the last day of the Event

**1.22 Place of Performance and Jurisdiction** - Messe Frankfurt, Inc. and the Exhibitor hereby agree that German law shall govern this contract with regard to any disputes arising hereunder. Place of Jurisdiction is Frankfurt am Main, Germany.

**1.23 Severability** - If any provision of the contract of participation should be or become invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions. The parties shall replace the invalid or unenforceable provision with another provision that will come as close as possible to the original commercial intent of the parties.

**1.24 Amendment** - Exhibitor and Messe Frankfurt, Inc. agree that the contract of participation may be altered or amended only by a written document executed by both parties.

**1.25 Pavilion cancellation** - Messe Frankfurt, Inc. has the right to cancel the Pavilion at any time due to lack of a minimum participation or any other reason or without reason provided. In this case Messe Frankfurt, Inc. may provide an alternative space and a turn key booth package to Exhibitors. Deposits paid by the Exhibitor will be returned or credited for the new offered booth package at the sole discretion of the Exhibitor.

## **2. Provisions on Booth Construction and Dismantling, Booth Design and Technical Supplies**

**2.1 Booth Construction and Dismantling** - The Messe Frankfurt Exhibition GmbH's General and Specific Terms and Conditions of the Event shall govern booth construction and dismantling

**2.2 Delivery of Exhibition Goods** - The Messe Frankfurt Exhibition GmbH's General and Specific Terms and Conditions governing the Event apply.

**2.3 Packing Material** - The Messe Frankfurt Exhibition GmbH's General and Specific Terms and Condition governing the Event apply.

**2.4 Designated Booth/Exhibit Area** - Exhibitor may use only the booth area contracted for at the Event. Demarcations are not to be crossed with supplementary superstructures or exhibition articles or displays. Booth superstructures are to be installed so as not to constitute any hindrance to the neighboring booth or impede the view of that booth.

**2.5 Booth Numbers** - Booth numbers are issued by Messe Frankfurt, Inc. They may neither be removed nor covered or otherwise rendered illegible for the period of the Event

**2.6 Fire Prevention** - The Exhibitor shall not use any flammable decorations or covering for display purposes. All fabrics or other material used for decoration purposes shall be flameproof. The Exhibitor shall comply with all applicable fire prevention regulations.

**2.7 Cleaning** - Preliminary and daily cleaning will be provided by Messe Frankfurt, Inc.

**2.8 Booth guards** - The Messe Frankfurt Exhibition GmbH's General Terms and Conditions governing the Event apply.

**2.9 Clearing of the Booths** - The Messe Frankfurt Exhibition GmbH's General Terms and Conditions governing the Event apply.

**2.10 Lounge**- The lounge is to be used solely by USA Pavilion exhibitors and their customers for brief discussions. It is not meant to replace a meeting room or your booth. Keep in mind that there are other exhibitors that may want to use the lounge. Daily drinks, snacks and lunch will be available for exhibitors and their business guests.

**2.11 Obligatory Marketing Package**- The Marketing Package is an obligatory charge by Messe Frankfurt Exhibition GmbH for every exhibitor. 1) Entry in the catalogue (includes company name, Hall and stand number) 2) Entry in the Quick Finder 3) Entry in the Internet portal on the event website and in productpilot.com, the year round business-to-business portal 4) Entry in "Compass", the onsite visitor information system 5) Entry in XyberScout 6) Entry on the hall signs at entrances 7) Support with press and advertising work.

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