

1. **General information:** Every contractor within the meaning of the UGB (Companies law), hereafter briefly referred to as "exhibitor" is entitled to sign up for participating in the events of Messe Wels GmbH & Co KG – hereafter briefly referred to as "MW". Exclusively MW decides and reserves the right to refuse requests on participation any time without giving reasons.
Exclusively the present exhibition regulations are valid for the legal relationship between MW and the exhibitor. Contrary conditions by the exhibitor, even if they are not expressly contradicted by MW, are ineffective.
2. **Registration:** Registration is made exclusively in writing using the MW's registration forms laid out for the respective event. With the company's stamped and signed registration the exhibitor has made an irrevocable offer and fully accepted the exhibition regulations. Any reservations in the registrations are irrelevant. Deletions, additions and amendments on the registration form and the exhibition regulations are irrelevant. Incomplete filling-in of individual lines on the registration form can never be interpreted against MW. The exhibition regulations are analogously also effective for all supplementary orders such as e.g. for insertions and advertisements in the catalogue, for renting the exhibition stand and other objects, for the provision of power, water, telephone and internet connections etc. The exhibitor is subject to all regulations according to trade law, the local police or other rules and will put up the exhibition stand to the state-of-the-art.
 - 2.1. **Co- and sub exhibitors** must be registered by the main exhibitor and at his expense and will be charged to him according to the valid co- and sub exhibitors' rate. Partial and/or total assignment of the exhibition place or the exhibition stand to third parties, in return for or without payment, is not allowed.
 - 2.2. **Data protection:** The exhibitor gives his explicit consent that his data given to MW may be published in all print and electronic media, that these data are retained electronically and that they may be used by MW and other companies for the purpose of direct mailing within the frame of the legal regulations. With his company signature the exhibitor accepts the sending of electronic post by MW for promotion purposes.
3. **Allocation of the stand:** With the consignment of the stand acknowledgement by MW to the exhibitor, the registration is considered as accepted and the exhibitor binds himself to participate in the event. The exhibition place is allocated for one event, provided that no other written agreement has been made. MW is entitled to allocate the stand in another position than the one given in the stand acknowledgement and/or to change the stand area as stated in the stand acknowledgement by +/- 15%. If the stand area is changed, the rent for the stand is changed to the same degree. Variations of the physical structure of exhibition halls or outdoor spaces, such as e.g. changes of entries/exits, which are carried out within the announced period, will not enable the exhibitor either to withdraw from the contract or will there arise any claims against MW.
 - 3.1. **Withdrawal from the stand allocation:** The MW is entitled to cancel an exhibition contract already acquired and effective in law, without compensation, if meanwhile judicial composition or bankruptcy proceedings, rejection of bankruptcy petition for lack of assets or the exhibitor's liquidation occur or if there are still outstanding debts from prior events or if the exhibitor's exhibited articles do not correspond with the subject of the event.
4. **Rent for the stand:** The rental fees can be seen in the respective registration forms and do not include taxes and duties. The rental fee bills are due within 14 days after receipt, net without discount. Rental fee bills, which are issued directly before the beginning of the event (within the last 14 days), are immediately due. If payment of the rental fee bill is not effected on time, at the latest before the event starts, MW reserves the right to withdraw from the contract without setting an extension of time and to forbid the use of the exhibition stand.
5. **Lien:** For not fulfilled claims by MW against the exhibitor, the MW is entitled to a lien on all goods, which the exhibitor has brought onto the exhibition site. Retained objects will be stored at the exhibitor's risk and cost.
6. **Exhibition products and services:** Products other than business specific or those which have been applied for must not be offered by the exhibitor. MW is entitled to remove and store such products, which do not suit the setting of the exhibition event, at the exhibitor's cost and risk even after the allocation of the stand to the latter.
 - 6.1. **Exhibition sale:** The direct sale of products notified under item 6 at the exhibition stand is allowed to the end consumer as well as to the reseller. Prerequisites for such sales are a valid VAT nr., the adherence to national consumption tax laws (tax on alcohol, sparkling wine, beer, tobacco, VAT) and all legal and official regulations. Foreign exhibitors from the EU zone or from third countries should only carry out sales after prior agreement with the tax office in Graz-city, in order to avoid unwitting tax evasion.
7. **Withdrawal from the contract/payment of damages:** The exhibitor is obliged to pay 40 % for withdrawal from the contract up to eight weeks before the beginning of the event, 100 % within eight weeks and/or in case of the justified withdrawal from the contract by MW, of the amount resulting from the rent for the stand, the handling charge and obligatory advertisement plus the official contract fee and MW reserve the right to assert any exceeding damage. If the exhibitor has not taken on the rented stand area by 12 noon of the day before the exhibition starts, MW receives the right to the justified withdrawal from the contract. From this moment onwards MW can otherwise dispose of the stand area without prior notice.
 - 7.1. **Termination of the contract:** MW holds the householder's rights on the exhibition site. Every exhibitor must take care that his official representatives (employees, representatives, appointees etc.) meet the exhibition regulations and other regulations of the exhibition contract and he is fully responsible for their acts or omissions. The exhibitor expressly agrees that MW is entitled to cancel the contractual relationship immediately in case of violation against the exhibition regulations by the exhibitor or his official representatives and to forbid any business activity on the exhibition stand. In this case the exhibitor is neither entitled to refund the respective rent for the stand or the area nor to any claim for damages whatsoever from this part against MW.
8. **Care of the stand:** The accredited exhibitor is obliged to participate in the event. The exhibition stand must be occupied with competent personnel during the whole exhibition period. Particular care has to be taken that the exhibition stand is occupied continuously from the beginning of the event.
9. **Exhibitor's pass:** Every exhibitor receives a certain number of exhibitor's passes according to the area of the stand or the amount of the stand rent. Additionally requested exhibitor's passes are subject to payment.
10. **Erecting, dismantling and design of the stand:**
 - 10.1. **Design of the stand:** The consigned stand areas are understood to be without stand panels and without furnishing. The exhibitor's stand structure must not exceed the height of 3.0 metres. Higher stand structures are only possible after presentation of construction plans and written approval by MW. The respective construction plans must be submitted to MW not later than 2 months before the beginning of the event. Company logos and company names can only exceed the height of this structure with MW's approval. The back panels of the stand directly next to the neighbour's stand must be white or light grey. Only the use of incombustible or flame-proof impregnated material (B1, Q1) is allowed for the stand design.

For safety reasons, superstructures of glass may only be placed at a distance of 50 cm from the edge of the stand. Safety glass is excluded from this regulation.

If the stand is erected by MW or their cooperation partners, nailing, drilling and gluing on the stand panels or hall walls is forbidden. Damages will be charged at the original price.

Exclusively the exhibitor takes the risk for delivery, erecting and dismantling as well as the transportation of the exhibition goods. MW itself will not receive any delivery and will not be responsible for any loss and incorrect delivery.

It is forbidden to fix objects of any kind directly to the floor, the walls and ceiling constructions or to fix them with mechanical tools. Stand structures and decorations, which do not comply with the style of the event, must be changed or removed according to MW's instruction and choice.

10.1.1. Special height of stand structures: In the new exhibition centre (Messezentrum Neu - hall 20) and in the BRP-Rotax Hall (hall 19) a height of the structure may reach up to 5.0 meters, a deviation from item 10.1.

10.2. The times for erecting and dismantling must be respected exactly. Setting up the stand must be started before 12 noon and completed before 6 pm on the last day. If the rented stand area is not occupied by this deadline, MW reserves the right to dispose otherwise of the stand area from this moment onwards without further notice.

If the erecting period is exceeded, MW is entitled to charge the so arising costs to the exhibitor. Dismantling the stand must under no circumstances be started before the official end of the event. In case of violation a contractual penalty of € 700 plus VAT must be paid. If the dismantling period is exceeded, MW is entitled to restore the original state of the stand area at the exhibitor's cost. The exhibitor must replace damages, which were caused by improper handling, to MW at the original prices.

10.3. Additional superstructures: For a stand structure with two-floors an extra charge of 50% will be added to the rent for the stand per m² overbuilt area. The official guidelines such as the installation of emergency lighting and/or a sprinkler system must be met taking into account the respective hall type. The arising costs for these installations are added to the exhibitor's account.

11. Erecting in mobile halls: In mobile halls the admissible maximum weight limit on the floor is 500kg/m². The erecting height in mobile halls is limited to 2.5 m at the most.

12. Technical stand facilities: The water, light (230V) and power current supply (400V) as well as the connection to the data and telecommunication net must be registered on the respective forms. The respective tariffs will apply. Every kind of installation must only be made by technicians who are authorised by MW and must not be carried out by the exhibitor himself. The operation of electrical devices must meet the respectively valid standards and legal regulations. MW is entitled to estimate an adequate advance payment for operating costs in the course of the rental fee settlement for the stand according to item 4.

12.1. Failure of the technical supply (e.g. current, water, compressed air, heating, ventilation, communication etc.) must be reported immediately to MW's technical department. MW will not take any responsibility for damages, which result from failure due to power fluctuations or acts of God or from an interruption of supply on the instructions of authorities or the current, water or energy suppliers.

13. Cleaning: MW cares for the cleaning of the site, where it is not occupied by exhibition stands, and the corridors in the halls. The cleaning of the rented stand area basically is the respective exhibitor's duty, however it must only be carried out outside the exhibition hours. Residual waste must be disposed of into the containers or bin bags provided by MW. If the above obligations are neglected, MW is entitled to let the necessary cleaning and disposal work be carried out at the expense of the defaulting exhibitor.

Disposal of hazardous waste must be arranged by the exhibitor. Constructive elements of the stand, products and carpets, which have been left behind, will be disposed of afterwards at the exhibitor's expense.

14. Traffic regulations: Driving with vehicles of any kind on the exhibition site is done at one's own risk and is only allowed with corresponding permission, a valid entrance permit according to the zone and/or valid parking permit. Driving on the exhibition site and parking vehicles in the exhibition area is generally forbidden during the event. MW can make an exception to this and issue respective parking or entrance permits. MW is entitled to issue parking or entrance permits on the condition that a payment is charged. The parking or entrance permit must be placed clearly visible behind the windscreen of the respective vehicle. The parking or entrance permit is only valid for the vehicle, which it is issued for. It can be withdrawn anytime by MW.

MW is entitled to collect a deposit for the entrance into the exhibition site and to limit the maximum staying period. If the fixed staying period is exceeded, the deposit is forfeited. This regulation is valid during the erecting and dismantling period as well as during the event, in which MW allows driving on the exhibition site during the event hours.

Driving in the halls is only allowed during loading and unloading. The determined allowable weight on the hall floors as well as the height and width of the doors must be considered. The engine must be stopped during loading and unloading. Generally it is forbidden to park vehicles in the halls.

Campers and caravans must not be parked on the exhibition site for the purpose of overnight stays. Areas, which have been designated as camp sites related to the event by MW, are excluded from this regulation.

Lorries over 3.5 t must not be parked on the parking areas.

An absolute no stopping restriction applies to the whole exhibition site except the specially designated areas. MW reserves the right to remove vehicles, trailers, containers, boxes and empties of any kind, which have been parked in the no stopping restriction areas or in any other unlawful way, at the expense and risk of the causer, holder or owner.

15. Promotion:

15.1. Advertising media of MW: Every exhibitor agrees that his company and eventual co- and sub exhibitors are named in the media (print and electronic media) designated for the respective event and charged the fees related to this. Obligatory inserts will also be made at the exhibitor's cost, even if he has not given an explicit order. The content of the insert in the media is based on the information of the service record or, in case of missing data, the data from the registration form. MW will not take any responsibility for the consequences of data, which are given incorrectly or incompletely by the exhibitor in the registration form or in the service record.

15.2. Advertisement by the exhibitor on the venue: Advertising by images, sound and writing for services and merchandise other than as approved require MW's explicit written approval.

Banners, company signs, advertising labels and other advertising material must not be mounted or distributed outside the exhibition stand, not extend into the corridors and not exceed the height of 3.0 m. Mounting billboards, posters or other advertising material or distributing advertising material outside the stand is only allowed under special agreement with MW at separate charging.

In case of unfair competition against other exhibitors and of advertising or any other statements, which can damage the exhibition, MW is entitled to close the stand immediately, in such case any reduction of the stand rent and other costs is excluded.

Printed material and means of advertising may only be distributed within the allocated stand. A fee will be charged for advertising activities outside the stand, which are subject to approval and must be registered in time with MW. Surveys by external companies are not allowed on the exhibition site. The free distribution of samples is allowed.

MW owns all advertising rights within the exhibition site.

Advertising announcements may only be made via MW's loudspeaker system. The rules of fair competition must be strictly observed. All advertising efforts by the exhibitor, which impede or reduce the business activity of other exhibitors in an inadmissible way, are not allowed.

The exhibitor refrains from acts (such as own events, in-house exhibitions etc.) during the exhibition period, which could keep MW's potential visitors away from visiting the exhibition. In case of counteracts, MW is free to interdict the further exercise of such measures and/or further participation in the exhibition with immediate effect and obligates the exhibitor to clear the stand without reimbursement of expenses.

16. **Photographs, drawings, films and sound:** MW is entitled to take photos on the exhibition site and to film as well as to use such pictures for its own purpose or for general publication. The exhibitor renounces all objections in this context from commercial protective rights, in particular from copyrights and the law against unfair competition (UWG). The exhibitor is not entitled to make or let films, photos, drawings, sound recordings or other pictures of the exhibition objects and exhibited goods outside his own stand be taken.
17. **Activities on the exhibition stand, special events:** All kinds of special events on the exhibition stand or the exhibition site are only admissible during the general opening hours, respecting the legal regulations and require MW's written approval. All costs (staff, electricity) for prolongations of the normally attended time (i.e. the respective exhibition opening hours) will be charged to the exhibitor. The maximum level of acoustic or audiovisual presentations on the exhibition stand must not exceed 60 dB(a), measured at the edge of the stand. If a higher level of sound is not immediately discontinued at MW's request, MW reserves the right to take suitable measures – if necessary the closure of the stand. MW is entitled to limit or prohibit presentations, which impair the regular exhibition order, even if prior consent has been given. Registrations with AKM must be carried out by the respective companies themselves. The exhibitors are responsible for all copyrights from picture and sound carriers in the course of their advertising activities. The exhibitor is obliged to have regards for other participants at the event, not to violate against public morals and not to misuse his participation at the event for ideological, political or other purposes, which are extraneous to the event. The distribution of food and drinks for money is prohibited to the exhibitor, who is not registered as gastronomy.
18. **Exhibition insurance:** The rent for the stand does not include any insurance for the erected exhibition stand nor for objects carried into the exhibition stand. It is the exhibitor's duty to take out exhibition insurance for any risks in the course of his exhibition participation to cover various risks such as fire, burglary, theft, transport and liability. The exhibitor is responsible to the complete extent of loss for all damages, which are caused to people or goods within the exhibition site in the course of his participation at an event.
19. **Security:** MW provides general security in the hall and on the site during the event with regular inspection rounds by the security guards. Exhibitors have no legal right for special stand protection (theft protection). Additional stand protection must be ordered separately by the exhibitor and will be charged directly with the commissioned company. Every kind of stand protection commissioned by the exhibitor must be notified to MW, as far as it takes place during the opening hours of the exhibition centre, by giving the data of the security company in writing in good time. Service of a third party's security company commissioned by the exhibitor to guard the stand outside the opening times of the exhibition centre requires an additional prior written consent by MW. The instructions of the security services commissioned by MW must be followed.
20. **Liability and compensation:** MW will not take any responsibility in case of theft, loss or damage of goods, which have been introduced or left behind by the exhibitor or third parties, especially exhibits and stand equipment. MW is not obliged to take out any kind of insurance. MW will not take any responsibility for the vehicles, which the exhibitor, his employees or contract partners have parked on the exhibition site. The exhibitor is liable for eventual damages, which are caused by himself, his employees, his contract partners or his exhibits and equipment to people or goods. MW must be held harmless and non-actionable. During the erecting and dismantling period every exhibitor is obliged to exercise particular care for the safety of his goods. Valuable and easily removable exhibits must be removed from the exhibition stand outside the exhibition opening hours (especially at night) and kept safe by the exhibitor himself at his own risk. MW is not liable for monetary, health or other damages of any kind, which are caused to the exhibitor himself, his employees or third persons for which reason whatever in the context with the arrangement, execution or handling of an exhibition. MW is not responsible for any profit loss. This exclusion of liability also applies if damages are caused by defective buildings or facilities of MW. MW is only liable if damages were caused wilfully by itself or its employees. It is the victim party's duty to prove such conditions. The exhibitor can not derive any kind of claim against MW for acts or omissions by other exhibitors, their employees or contract partners.
- 20.1. Eventual defective pre-existing objects, especially those, which entitle the exhibitor to a reduction of the rent for the stand, must be notified to MW's exhibition management immediately after becoming known, in order to give MW the possibility to remedy this. Notices of defects by third parties have no impact on the present contractual relationship. The exhibitor can not deduct any legal consequences from the design of other exhibitors' exhibition stands or empty areas. All notices of defects, even those notified orally or in writing during the event, must be notified (again) to MW by registered mail within 7 days after the end of the event. If this deadline is missed the exhibitor will lose any legal rights.
- 20.2. No liability is taken for incorrect inserts or entries in the official exhibition catalogue and/or other printed material for the exhibition (misprints, formal errors, wrong classification, missing inserts, etc.).
- 20.3. Schedule/place of the event: If the event has to be postponed, abbreviated, prolonged or relocated for any reasons, the exhibitors will not be entitled to withdrawal or compensation. If the event does not take place for reasons, which MW is not responsible for (such as acts of God, strike, political incidents), MW can charge 25% of the stand rent as general compensation for costs from the exhibitor. This right will not apply if MW is responsible themselves for not holding the event.
21. **Place of jurisdiction, place of fulfilment, fees:** Place of jurisdiction and fulfilment is Wels/Austria. Exclusively Austrian rights apply except the UN Convention on Contracts for the International Sale of Goods. The exhibitor will carry the taxes and fees related to the exhibition contract. In case of delayed payment interest of 12% p.a. shall be agreed upon. The defaulting exhibitor obliges himself to refund eventual reminder, collection and information costs
22. **Salvatory clause:** If single provisions of this contract are or will become invalid in total or partly, or if there is a loophole in this contract, this will not affect the validity of the other provisions. An appropriate regulation should apply instead of the invalid provision or the loophole, which is as close as legally possible to what the parties would have wanted, if they had taken the item into consideration.