

PLASTINDIA 2023

11th International Plastics Exhibition,
Conference & Convention



Feb. 1- 5, 2023, Pragati Maidan,
New Delhi, India.



www.plastindia.org

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Messe
Düsseldorf

A P P L I C A T I O N

Please send the original to:

For use by Messe Düsseldorf only

Kunden-Nummer

Anmeldung erfasst

Anmeldung geprüft

Messe Düsseldorf GmbH
G1 - IPS Gabriele Schreiber
Postfach 10 10 06
40001 Düsseldorf, Germany

 Registration deadline /
Start of hall planning:

Phone: +49 211 4560 7762

Fax: +49 211 4560 877762

E-Mail: SchreiberG@messe-duesseldorf.de

28 September 2022

Website: www.plastindia.org

1

Company and address of the exhibitor*

(contract partner/service recipient* of Messe Düsseldorf GmbH)

Company **

Street **

Post Code **

City **

P.O. Box **

Post Code **

Country **

Company phone **

Company fax **

Our parent company is located (country)

Website **

Company E-Mail **



Our contact person – first name/surname

Phone

E-Mail

Fax



Our Managing Director – first name/surname

Our order number

VAT ID

I herewith confirm that the company (= exhibitor) is an entrepreneur and that all future services of Messe Düsseldorf GmbH will exclusively be purchased for our business. In addition only for companies within EU: I herewith confirm that all future services of Messe Düsseldorf GmbH will be purchased under the explicit use of the VAT-ID No. above mentioned.

Legal (corporate) structure

* after notification of admission by Messe Düsseldorf GmbH

** The basic entry in the catalogue and on the Internet includes company name, address, and contact information, as well as the main area of presentation mentioned. You will receive additional catalogue and portal entry options from the respective publisher after notification of admission.

2

Product categories (Form B)

Please note that product codes are not automatically listed in the catalogue!

 Main area of presentation**
(list one only):

3

Application for stand space

 The following details under 3.1 and 3.2 can only be taken into account
where feasible and cannot be regarded as a condition of participation.

Registration fee 500.– EUR

3.1 Minimum size: 12 m²

Area in m ²	Width in meters		Depth in meters	
	min.	max.	min.	max.

☐ **System stand – basic version** 445.– EUR/m²
Space including stand fitting – Minimum size 12 m² Stand construction
Details for furnishing and design (form D) incl. net surfaces price

☐ **System stand – premium version** 485.– EUR/m²
Space including stand fitting – Minimum size 15 m² Stand construction
Details for furnishing and design (form D) incl. net surfaces price

☐ **Space without standfitting** 415.– EUR/m²
Raw space only – Minimum size 36 m² Price for space only

Surcharges

☐ Corner stand – 2 sides open 10.– EUR/m²

☐ End of block – 3 sides open 15.– EUR/m²

☐ Island site – 4 sides open 25.– EUR/m²

Management fee

All self constructors will be required to pay a management fee of EURO 8.00 / sqm for on-site co-ordination, design approval and construction debris disposal (further details can be obtained from the technical manual)

☐ We request a customised stand construction proposal instead of standard construction

3.3 Details of main exhibit:

☐ Machinery ☐ live Demonstration

Machinery Dimensions in cm: x x Weight/sqm:

We request space in the Raw Material Section ☐

In the absence of any statutory ruling to the contrary, all prices are to be understood as subject to German turnover tax at the statutory rate.

Data protection regulations see www.messe-duesseldorf.de

Please re-enter details

Company
Post Code, City

4 No. of proposed co-exhibitors

The registration of co-exhibiting companies (form E) must also obligatorily be submitted for each co-exhibitor. The exhibitor will receive in due time via email further information about the online invitation/registration. Please note: the co-exhibitor fee is payable for each co-exhibitor.

5 Besides India, we are

■ interested/active in the following markets:

- | | |
|--------------------------------------|------------------------------------------|
| <input type="checkbox"/> Africa | <input type="checkbox"/> North America |
| <input type="checkbox"/> China | <input type="checkbox"/> South America |
| <input type="checkbox"/> Europe | <input type="checkbox"/> South-East Asia |
| <input type="checkbox"/> Russia | <input type="checkbox"/> others |
| <input type="checkbox"/> Middle East | |

6 Third party authorised signatory for all legally binding actions for the exhibitor – after being approved as an exhibitor (incl. authority to accept legal documents)

Third party authorized signatory cannot however be considered as the exhibitor. To be completed only if different from company address above.

Company
Name – first name/surname
Street
Post Code City
Country
Phone Fax
E-Mail

Data protection regulations see www.messe-duesseldorf.de

By signing this application we accept as binding the Conditions of Participation and the Terms of Business as issued by Messe Düsseldorf GmbH, Düsseldorf.

The place of performance and jurisdiction for all mutual obligations is Düsseldorf or, at the request of Messe Düsseldorf, the jurisdiction of the exhibitor's place of business. This also applies to actions under the Bills of Exchange/Cheques Act.

 Registration deadline /
Start of hall planning:

Phone: +49 211 4560 7762

Fax: +49 211 4560 877762

E-Mail: SchreiberG@messe-duesseldorf.de

28 September 2022

Website: www.plastindia.org

7 Invoicing

☐

Electronic invoicing:

(pursuant to clause 10 of the General Terms of Participation)

We would like to receive Messe Düsseldorf GmbH invoices electronically via e-mail as PDF attachments. For VAT regulatory reasons invoices will always be issued to the exhibitor listed under item 1.

The exhibitor guarantees proper invoice processing by the recipient.

Please send the electronic invoice to us at the following e-mail address:

via e-mail to _____

or

☐

Invoicing by mail:

We prefer receiving the invoice by mail. For VAT regulatory reasons invoices will always be issued to the exhibitor listed under item 1.

☐

to the address of the exhibitor listed under item 1

☐

to the following billing address

Company
Street
Post Code City
Country

8 Comments

Comments

Place, Date

Legally binding signature and company stamp of the participant listed under 1

Conditions of participation

Conditions of participation

1	Title of event
2	Organizer
3	Venue
4	Dates
5	Deadline for Registration
6	Registration fee/Catalogue Entry
7	Participation fees
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9	Admission
10	Terms of Payment
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15	Technical Guidelines
16	Fair Insurance and Exclusion of Liability
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18	Reservation of right in case of impairment of the show's runtime
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20	Salvatorian clause

1	Title of event Plastindia 2023 11th International Plastics Exhibition, Conference & Convention 1 – 5 Feb 2023 New Delhi
2	Organizer Messe Düsseldorf GmbH Postfach 10 10 06, 40001 Düsseldorf Messeplatz, 40474 Düsseldorf Germany Phone: +49 211 4560 01 Fax: +49 211 4560 877762 www.messe-duesseldorf.de
3	Venue Pragati Maidan, New Delhi / India
4	Dates Construction: 28 – 31 January 2023 Duration: 1 - 5 February 2023 Dismantling: 6 – 7 February 2023
5	Deadline for Registration 28 September 2022
6	Registration fee / Catalogue Entry 6.1 Catalogue Entry The participation fee includes a basic entry in the catalogue, consisting of exhibitor's name and the full address. The exhibitor is forwarded separate forms in due course for catalogue entries in addition to the 6.1 entry. This provision (6.1) also apply to co-exhibitors. 6.2 The catalogue is issued by the organizer. Exhibitors will receive in plenty of time either from Messe Düsseldorf or an appointed third party full details on catalogue entries and placing of advertisements. No claims can be entertained for incorrect, incomplete or omitted entries.
7	Participation fees The costs of participation to be paid are as set forth in the participation options described under 7.1–7.2 below. 7.1 Stand space inside exhibition hall 7.1.1 Package price: EUR 445.–/m² (Minimum Stand space: 12 sqm) (with surface price) Basic equipment for shell scheme model Stand construction and dismantling, incl. all ancillary costs, comprising: <ul style="list-style-type: none"> Covering the entire floor area of the booth with grey needle punch carpet Stand partition walls to the neighbouring booths, 250 cm high, Octanorm system, white Hanging wooden fascia

- 1 fascia with lettering (without logo) at the aisle, held by aluminium modular system top edge of booth, 33 cm high, white
- 1 table 70 x 70 cm
- 2 chairs
- 1 socket, 2 KW
- 1 spotlight (100 W), per 6 sqm of booth area, incl. power consumption and electric supply

For additional lighting, outlets etc. it is necessary to order a separate electric main connection. Resignation or modifications of a already booked basic or premium package are just valid up to six weeks before beginning of the exhibition. Afterwards, an arrangement fee has to be paid.

7.1.2 Premium Package **EUR 485.–/m²**
 (Minimum Stand space: 15 sqm) (with surface price)

Premium equipment for shell scheme model, 15 sqm stand space
 Stand construction and dismantling, incl. all ancillary costs, comprising:

- High-quality, hard-wearing carpeting in colour of your choice
- Octanorm Maxima lightweight system stand construction, including sturdy cabin, rear and side walls
- Lockable cabin
- Signet board with lettering of your choice (two signet boards on corner stands)
- Furniture comprising 4 chairs, one table and one sideboard (equipment may vary from illustration)
- 1 Waste paper basket
- 1 coat rack
- Power connection (220 V/2 kW)
- 1 HQI spot per 4 sqm stand area, incl. power consumption and electric supply

For additional lighting, outlets etc. it is necessary to order a separate electric main connection. Resignation or modifications of a already booked basic or premium package are just valid up to six weeks before beginning of the exhibition. Afterwards, an arrangement of fee EUR 250.– has to be paid.

7.1.3 Price for Row stand: space only **EUR 415.–/m²**
 Raw space only – Minimum size 36 m²

7.1.4 Management fee **EUR 8.–/m²**

All self constructors will be required to pay a management fee of EURO 8.00 / sqm for on-site co-ordination, design approval and construction debris disposal (further details can be obtained from the technical manual)

7.1.5 Surcharges

Corner stand – 2 sides open **EUR 10.–/m²**
 End of block – 3 sides open **EUR 15.–/m²**
 Island site – 4 sides open **EUR 25.–/m²**

7.2 Double-storey stands are subject to approval. Special terms apply and will be sent on request.

7.3 The registration fee EUR 500.–

7.4 The co-exhibitor fee is EUR 990.–

7.5 Stand construction approval/procedure

The fees for the stand construction approval/procedure by the fairground owners/organisers can be found in the technical guidelines (see also point 14)

7.4 General services and facilities

- Provision of net fair space (stand area) during the official opening hours
- Pro rata charge for collectively used area (difference between gross and net area)
- Stand number
- Cleaning of aisles and passages in halls (exhibitors are responsible for cleaning stands)
- General security (no individual surveillance)
- Fire and protection service during assembly, event and dismantling
- Carpet in the aisles
- General illumination during assembly, event and dismantling
- Design of open-air space and halls (flags, inscriptions)
- Equipping and operating a MD service centre (telephone and telefax exchange, travel agency, forwarding agents, technical facilities office and organiser's office)
- Comprehensive visitor canvassing
- Information stands for visitors
- Mandatory liability insurance by local organisers

Withdrawal fee before admission: **250,00 €**

Any waiver of individual company-specific or general services shall constitute no claim to reduction of the participation fee.

All fees are net, without value added tax, which may have to be paid separately. Any additional technical services required, e.g. power, security elements, water, local labour etc., are provided exclusively by Messe Düsseldorf at an extra charge and can be ordered using special order forms.

Fees for additional stand assembly services supplementary to those included in the participation fee, and any orders for services shall be agreed on or charged according to Messe Düsseldorf's price lists valid at the time of the event. Exhibitors shall pay additional rental fees for use of such areas outside official opening hours.

The fees published by Messe Düsseldorf are fixed prices and are binding on both parties once the exhibitor has been admitted. In the event of any change in the initial conditions agreed between local contractual partners and Messe Düsseldorf or any amendment to legal provisions and fees after admission, Messe Düsseldorf shall be entitled to charge these to the exhibitor at the current rate.

7.5 Taxation

The participation fees, in accordance with article 7 of the contract, are to be understood as net prices, plus any value added tax and/or usage, or rather, service provision tax required by law. If such taxes are triggered by the services, then they are due in addition to the agreed price.

The customer will effect all payments due hereunder without withholding of, deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by any governmental authority in connection with this Agreement. If the customer becomes obligated by law to make such withholding or deduction at source, the customer will pay to the Messe Düsseldorf GmbH such additional amounts as may be necessary to enable the Messe Düsseldorf GmbH to receive on the due date a net amount equal to the full amount which it would have received the payment had not been subject to the Taxes.

The customer shall promptly pay all of the Taxes, deductions and withholdings and shall not later than eight Business Days after receiving the same, furnish the Messe Düsseldorf GmbH with such certificates, receipts or other documents confirming receipt by the competent authority of such payments.

8 Application

Applications must be submitted using the enclosed form, acknowledging these Conditions of Participation. The completed application form bearing a legally binding signature should be mailed to:

Messe Düsseldorf GmbH
 Dept.: G1 - IPS
 P.O. Box 10 10 06
 40001 Düsseldorf
 Germany

No account shall be taken of conditions or provisos contained in applications. Requests for specific sites do not constitute a condition of participation. The application shall be binding irrespective of admission by Messe Düsseldorf. Only upon receipt by Messe Düsseldorf shall the application be deemed to have been submitted; it shall be binding pending final admission or non-admission. Particulars given shall be stored for automatic data processing and shall be made available to third parties upon implementation of the contract. Applications shall be processed in the order received. Any applications received after the registration deadline can only be considered if sufficient space is available. Any services offered by companies having exclusive rights in the fair grounds must be ordered through Messe Düsseldorf.

9 Admission

In principle, only those exhibitors are admitted whose product range is covered by the title and remit of the event. There is no legal right to admission. Messe Düsseldorf decides on the admission of exhibitors and exhibits. Any firm which has failed to meet its financial obligations as against Messe Düsseldorf (from previous fair participations and/or under the terms of these

Conditions of Participation, Item 10) may be rejected. Exhibitors will be informed of admission in writing and admission shall apply only to the exhibitor stated therein. Exhibitors will receive written confirmation surface mail or electronically that they have been admitted with their products. Notification of admission, whether by surface mail or electronically, constitutes the conclusion of the contract between Messe Düsseldorf GmbH and the exhibitor. The electronic transmission has been made, as soon as the confirmation of admission has become accessible to the exhibitor. The exhibitor must ensure that its inbox is checked at regular intervals and that the technical requirements for the receipt of e-mails are available. If the exhibitor's relevant e-mail address changes, then Messe Düsseldorf must be notified immediately. If Messe Düsseldorf suffers loss or damage due to faulty or missing technical requirements and/or due to the exhibitor's failure to notify Messe Düsseldorf of a new email address, then the exhibitor shall be liable to Messe Düsseldorf for compensation. The exhibitor will be given a floor plan showing the position of its stand. If appropriate, a site map of the exhibition centre or a hall plan will be sent via e-mail additionally. Messe Düsseldorf reserves the right to cancel a stand booking approved on the basis of misleading or false information or if the requirements for participation are no longer met or the booking is no longer in accordance with the admission regulations. Should Messe Düsseldorf be compelled to relocate or change individual stands, entrances, exits or aisles at a later point in time, this shall not give rise to any claims. If through no fault on the part of Messe Düsseldorf the space allocated is no longer available, the exhibitor shall be entitled to a refund of the participation fee. No claims for damages may be submitted. Following admission by Messe Düsseldorf (conclusion of the contract), the obligation to pay the participation fee shall remain legally binding even if, for example, the authorities in the exhibiting country do not approve, in whole or in part, the exhibitor's import requirements, or if exhibits fail to arrive in time or to arrive at all (e.g. owing to loss, delays in transit or customs), or if the exhibitor or his agent is delayed or even unable to attend. Should the exhibitor or his agent fail to take over the allocated stand area two days prior to the beginning of the event, such area may be otherwise disposed of. This shall not release the exhibitor from his contractual obligations or entitle him to a demand refund or lodge any other claims.

10 Terms of Payment

10.1 Participation costs set forth in Item 7 shall become due upon approval of the admission. The exhibitor shall be billed for this account.

10.2 Bills for other, separately ordered services or deliveries shall be payable at the time of performance or on the date of the bill at the latest.

10.3 From 1 January 2006, a European Payments Council resolution requires all European banks to process all cross-border euro payments, received within the European Union and the European Economic Area (EEA), with mandatory BIC (Bank Identifier Code - colloquially known as the SWIFT code) and IBAN (International Bank Account Number) information. Remittances

quoting the name of the event, customer's and bill numbers, are payable into any of the following accounts of Messe Düsseldorf, Düsseldorf:

The invoice for participation charges will be sent to the exhibitor together with, or subsequent to, the confirmation of admission and the allocation of space. If an exhibitor chooses electronic invoicing, then the invoice is sent to the email address specified by the exhibitor in electronic form (i.e. by email with a PDF attachment) and without encryption.

The invoice is considered to have been delivered to the exhibitor when the email has reached the exhibitor's domain (i.e. its email account with the internet provider). The exhibitor must ensure that its inbox is checked at regular intervals and that the technical requirements for the receipt of emails are available. If the exhibitor's relevant email address changes, then the trade fair operator must be notified immediately.

If the trade fair operator suffers loss or damage due to faulty or missing technical requirements and/or due to the exhibitor's failure to notify the trade fair operator of a new email address, then the exhibitor shall be liable to the trade fair company for compensation. All complaints must be submitted in writing immediately upon receipt of the invoice. Objections raised at a later date shall not be taken into consideration. Upon receipt of the invoice for participation charges issued by Messe Düsseldorf it is payable immediately without deduction.

Invoices for miscellaneous services or supplies ordered separately are payable with immediate effect, i.e. usually before the relevant show commences, but at the latest at the time the service is provided or the items supplied. If the exhibitor gives instructions to render accounts to a third party, the exhibitor still remains the debtor. Remittances should be endorsed with the invoice number, marked the event and made payable to:

Messe Düsseldorf GmbH
 Postbox 10 10 06
 40001 Düsseldorf
 Germany

and paid into one of the following bank accounts:

Deutsche Bank AG Düsseldorf

BLZ: 300 700 10
 Konto-No: 1641 414 00
 Swift-Code: DEUTDEDD
 IBAN: DE66 30070010 0164141400
 BIC-Code: DEUTDEDDXXX

Commerzbank AG Düsseldorf

BLZ: 300 800 00
 Konto-No: 211 279 600
 Swift-Code: DRESDEFF300
 IBAN: DE05 30080000 0211279600
 BIC-Code: DRESDEFF300

Stadt-Sparkasse Düsseldorf

BLZ: 300 501 10
 Konto-No: 10 117 950
 Swift-Code: DUSSDEDD
 IBAN: DE94 30050110 0010117950
 BIC-Code: DUSSDEDDXXX

10.4 For all outstanding liabilities Messe Düsseldorf may retain the stand equipment and products of the relevant exhibitor as security. Sec. 562a, sent. 2 of Germany's Civil Code (BGB) shall not apply. Messe Düsseldorf shall not be liable for damage to and/or loss of goods to which a lien attaches.

10.5 If invoices are sent to a third party on the exhibitor's instructions, the latter shall still remain debtor.

10.6 In case of default, interest shall be charged at a rate 8% above the current base rate according to Sec. 247 of Germany's Civil Code (BGB). Where payment dates are not met, Messe Düsseldorf shall be entitled to rescind the contract or otherwise dispose of the stand area. Item 11 of the Conditions of Participation shall apply.

10.7 Should the exhibitor request an amendment of its company name or of the address specified in the invoice obtained, Messe Düsseldorf may charge EUR 25,-- for the reissuance and resubmission of the invoice, provided that the request for said amendment is not based on an erroneous entry in the invoice, which is due to a data transmission fault committed by Messe Düsseldorf, i.e. if the entries in the invoice differ from the specifications on the application form.

11 Withdrawal or Non-Participation

Applications can be withdrawn up until admission. A withdrawal fee (see Section 7 of the Conditions of Participation) plus sales tax is payable. Following admission, the exhibitor is no longer entitled to withdraw his application or reduce the exhibition space. Both the participation fee and any other costs actually incurred must be paid. Where the exhibitor fails to occupy the stand area allocated to him and where such area can be otherwise rented by Messe Düsseldorf (except by way of exchange), the exhibitor shall pay 40% of the participation fee as well as any other costs actually incurred. The exhibitor reserves the right to furnish evidence that the costs demanded of him are excessive. Withdrawal by the exhibitor or any waiver of the allocated stand area shall only become effective upon receipt by Messe Düsseldorf of a written declaration to that effect. Messe Düsseldorf is entitled to rescind the contract in the event of an application for insolvency proceedings in respect of the exhibitor's assets or where such an application is rejected on the grounds of insufficient assets. The exhibitor shall inform Messe Düsseldorf thereof at once.

12 Operation of exhibition stands

During the exhibition opening hours the stand must be manned by a sufficient number of staff and should be accessible to visitors. Exhibitors have no right of access to other stands outside the official opening hours, unless permission has been obtained from the stand exhibitors. Exhibition stands must be operated in accordance with the legal conditions and administrative guidelines.

13 Co-exhibitors and group stands

Without the prior consent of Messe Düsseldorf, exhibitors are not permitted to give their allotted stand either fully or in part to a

third party, whether for payment or free of charge. Products or companies other than those specified on the admission slip cannot be advertised on the stand.

Permission to accept co-exhibitors will be given only upon application in writing by the exhibitor to Messe Düsseldorf. The co-exhibitor is liable to the same conditions as the main exhibitor. The co-exhibitor is required to pay the co-exhibitor fee to Messe Düsseldorf. The main exhibitor will, however, always be liable for the payment of the co-exhibitor's fee/Registration fee. If a co-exhibitor is admitted without the consent of Messe Düsseldorf, Messe Düsseldorf will have the right to cancel the contract with the main exhibitor without further notice and to clear the stand at the exhibitor's cost. The exhibitor waives the rights of unwarranted interference. The exhibitor will have no right to claim damages.

Co-exhibitors are all exhibitors who are represented on a stand with their own staff and own exhibits alongside the main exhibitor. Companies with close economic or organisational ties are also classified as co-exhibitors. Company representatives will not be admitted as co-exhibitors. Additionally represented companies are classified as those whose exhibits are shown by the exhibitor. Manufacturers of such equipment, machinery or other products which are necessary for the demonstration of an exhibitor's products are not regarded as co-exhibitors or as additionally represented companies. In accordance with the admissions regulations co-exhibitors can be entered into the catalogue with their full address provided all fees have been paid and the necessary documents have been received by the specified deadline. Messe Düsseldorf can authorise group stands provided they are in keeping with the overall pattern of the event. Exhibitors on group stands are subject to all regulations. If a stand is allocated to two or more companies, each company will be jointly and severally liable to Messe Düsseldorf. Companies on a joint stand should nominate a common representative on the application form.

14 Exhibits

All exhibits must be listed individually on the application form giving an exact description. Any display of inflammable or pungent exhibits or exhibits whose demonstration entails noise requires the prior written consent of Messe Düsseldorf. Exhibits may not be removed during the course of the event. The operation and demonstration of exhibits is only admissible within the scope of legal requirements and accepted standards. Messe Düsseldorf is neither in charge of nor responsible for questions of legal requirements and licenses, quotas or transfers of sales proceeds.

15 Technical Guidelines

The Technical Guidelines are a constituent part of these Conditions of Participation and must be adhered to. The Technical Guidelines shall be handed over to the exhibitor at the latest with the order form for services.

16 Fair Insurance and Exclusion of Liability

Messe Düsseldorf is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which Messe, its legal representatives or agents are responsible, as well as for other damage caused by intentional or grossly negligent

breach of duty by Messe, its legal representatives or agents. Messe is also liable for any damage caused by negligent breach of cardinal contractual duties by Messe, its legal representatives or agents. Cardinal contractual duties are those duties the fulfillment of which enable the contract to be duly executed at all and in the compliance with which the other contracting party may generally trust. If cardinal contractual duties are breached, Messe is liable only if the damage is typical damage and not consequential damage and then only up to 5 times the net participation fee, but no more than EUR 100,000 per claim. Messe is under no circumstances liable for damage to or loss of goods brought to the trade fair by the exhibitor or stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the fair.

For its part, the exhibitor is liable for any culpable damage to persons or property caused by itself, its employees, contractors appointed by it or by its exhibits and exhibition facilities. Each exhibitor is obliged to take out such insurance offering adequate coverage with an insurance company licensed to operate in the European Union and to pay the premiums due (including insurance tax) in good time. The corresponding insurance coverage can also be applied for via the forms in the Exhibitor Service.

17 Circulars

Once the stand areas have been allocated, the exhibitors receive circulars giving information on preparations for and the staging of the fair. Any consequences arising from disregarding these circulars shall be borne by the exhibitor.

18 Reservation of rights in case of impairment of the show's runtime

Any rules and regulations of the host country or of the local contractual partner differing from these Conditions of Participation or imposing additional restrictions shall have precedence at all times. In the event of compelling reasons being on hand Messe Düsseldorf is not responsible for, Messe Düsseldorf is in closer accordance with the provisions stipulated below and under consideration of the exhibitors' interest in the staging of the show entitled to postpone, curtail, extend, temporarily close, or to partially or completely cancel the show.

Such a compelling reason may in particular be on hand in the case of a natural disaster, an epidemic, a pandemic, a war, a violent assembly, a strike, a lock-out, a terror attack or a terror warning (e.g. a bomb threat), a massive outage or severe disruption of traffic lines, supply lines, and / or the accessibility of news or authority-imposed bans or other types of authority-imposed restrictions – as far as such an event is evidently not only a short-term and temporary issue. In case that an alteration of the show's runtime is required due to one of the exceptional events described above or due to an event similar to said events, the time span by which the event is postponed will under consideration of the interests of Messe Düsseldorf remain in a scope reasonable to bear for the exhibitor. In particular will be considered, whether a new runtime for the event is to be located within a thirty percent temporal deviation of the time inter-

val the show usually is held in since the respective previous edition of the show.

Also in the event of the curtailment, the extension, the temporary closure, the partial or complete cancellation of the show required due to one of the exceptional events described above or due to an event similar to said events, these measures will under consideration of the interests of Messe Düsseldorf remain in a scope reasonable to bear for the exhibitor. In the events set out above the exhibitor is not entitled to a reduction of the participation fees.

The exhibitor's obligation to pay the participation fees will in case of any of the aforementioned compelling reasons only cease, if and as far as the show is cancelled. For the sake of an adequate risk allocation between Messe Düsseldorf and the exhibitor, the exhibitor will bear an appropriate share of the costs incurred by the prearrangements of the show.

This share corresponds to the amount that may be set out in the Special Conditions of Participation as to be paid in case of an application is withdrawn up until admission. This share in costs resembles a compensation for the value of the services provided by Messe Düsseldorf to the exhibitor.

In case of a hybrid event Messe Düsseldorf at its own discretion is free to exclusively stage the purely virtual / digital elements of the hybrid event. In this case the participation fees related to the on-site element of the show will be reimbursed. The exhibitor remains obliged to pay the compensation for value set out above, the media fee as it may be set out in the Special Conditions of Participation as well as the participation fees related to the purely virtual / digital element of the hybrid event.

19 Final Provisions

All agreements, individual approvals and special regulations require written confirmation by the trade fair company. Wherever admission documents contain the reference that they have been drawn up by Messe Düsseldorf GmbH by computer, even if they

contain no signature, they are legally binding. If the exhibitor is already registered with Messe Düsseldorf for the relevant event and if he/she has his/her own signature, orders/offers are also valid if they are received by Messe Düsseldorf electronically using this procedure. All claims by exhibitors against Messe Düsseldorf – with the exception of liability with intent – must be made within 6 months. Claims made thereafter are invalid. The period of limitation starts at the end of the month in which the event finished. The place of performance and jurisdiction for all mutual obligations is Düsseldorf or, at the request of Messe Düsseldorf, the jurisdiction of the exhibitor's place of business.

This also applies to complaints arising from cheques or drafts. If the exhibitor loses the case, he/she bears the costs of the legal proceedings as well as the costs of any legal representation.

20**Salvatorian clause**

In the event of any provision of this contract being or becoming wholly or partially ineffective, or should a loophole transpire in this contract, such circumstances shall not affect the validity of the remaining contract. Instead of the ineffective provision and in order to close the loopholes, an appropriate provision shall apply, which in as far as legally possible, most closely approximates the objective which was, or would have been intended by the parties to the contract according to the sense and purpose of the contract, based on their consideration of the provision.

If the ineffectiveness of any provision is due to the extent of service or period (deadline or date), stated therein, it shall be replaced by the legally permitted scope which comes closest to the provision.

The law of the Federal Republic of Germany is applicable.
 The German text is binding.

Messe Düsseldorf GmbH

January 2022