

Please send to:

Koelnmesse GmbH  
Messeplatz 1  
50679 Köln  
Germany  
ism@koelnmesse.de



23.04.-25.04.2023

Client number:

0 0 2 0

Main exhibitor:

## Application Start-up Area

Must be returned. List of product group entries (Form 1.30) must be filled in for registration to be valid.

**1.10**  
Start-up

### 1 Main Exhibitor

#### 1.1 Address:

Company Name:

Street:

Postcode/town:

P.O.Box:

Country:

Tel:

e-mail:

Internet:

President/Owner:

(Please enter first and last Name)

☐ Mr ☐ Ms

Correspondance language:

☐ German ☐ English

Register  
first letter of  
company name:

Contact person for the exhibition is:

☐ Mr ☐ Ms

Tel:

e-mail:

#### 1.2 We are:

☐ Manufacturers

☐ Importers

☐ Marketing company

☐ Association/organisation

☐ Specialist media

#### 1.3 We are registered with the:

☐ Commercial register

At the Magistrate  
Court in:

Commercial  
Register no.:

#### 1.4 Turnover tax ID number (VAT):

(Required information for companies from EU countries)

#### 1.5 Subsidiary/branch of parent company/group:

Company:

Street:

Postcode/town:

Country:

### 1.6 We are members of the following associations

Requirement for participation:

Only companies, which have been on the market for 5 years or less, are eligible for participation in the Start-up Area. Signing this form confirms that this requirement is met.

### 2 We hereby order a 4 square meter stand area in the Start-up Area including construction of the stand and Marketing Package at the package price (excluding VAT) of:

☐ EUR 2,199.00

Please fill in form 1.10a Stand Package Start-up Area, too. There you will find further information on construction, equipment and furnishings.

The complete organization of the stand area and the construction of the stand are the responsibility of Koelnmesse GmbH.

### 3 Products or Services to be exhibited

The application is only valid with the attached List of product group entries!

Please indicate your products/services on the enclosed list of exhibits. Only goods listed here are permitted at ISM.

#### Data Protection Notice:

You can read our Data Protection Notice in the complete participation documents and at any time under [www.koelnmesse.com/data-protection-notice](http://www.koelnmesse.com/data-protection-notice).

We would like to stay in touch with you in the future, in order to keep you appropriately informed of events and similar services. That's why we would like to ask for your consent to contact via electronic media.

☐ I hereby permit Koelnmesse GmbH, as well as its responsible subsidiary abroad and its commercial agents, to send me information by e-mail about future similar trade fairs/events/platforms that are organized in Germany and abroad. A list of the subsidiaries and commercial agents of Koelnmesse GmbH, as well as further details about data protection, can be found in the complete document containing the participation documents. It can also be accessed at any time at [www.koelnmesse.com/data-protection-notice](http://www.koelnmesse.com/data-protection-notice).

I can withdraw my consent at any time in the future (by sending an e-mail to [datenschutz-km@koelnmesse.de](mailto:datenschutz-km@koelnmesse.de))

By signing and returning the registration form, we acknowledge that the General and the Special Sections of Koelnmesse GmbH's Conditions of Participation as well as the stipulations of the Koelnmesse Service Portal (in particular the technical regulations and the supplements contained in the order forms) are binding for our company. We also agree to the terms and conditions of the Start-up Area and the regulations of the stand construction on form 1.10a.

X

Date, Place and Legally binding signature of the main exhibitor

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0 0 2 0

Name of exhibitor:

Client number

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We are exhibiting:  
Hall/Aisle/Stand

**Stand Package  
Start-up Area**

**1.10a**  
Start-up



Example

**The stand package Start-up Area (4 m<sup>2</sup>) at the price of 2,199.00 EUR includes:**

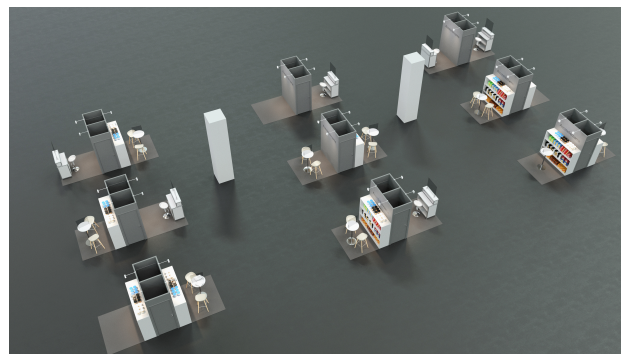
- Stand area
- Flat-rate energy fee
- Marketing Package (trade fair catalogue print, online and mobile)
- Daily cleaning and waste disposal
- 2 exhibitor passes
- Mantling and dismantling of the stand package Start-up Area incl. services as follows:

**Basic Equipment:**

- Floor covering: Carpeting, ribbed, grey
- storage (1 sqm)
- 2 spotlight with boom
- 1 power socket, 230V
- 1 waste basket, 20l
- 1 hand disinfectant (500 ml)
- Graphics:

Company name at backwall, maximum 20 of letters, in black Helvetica typeface:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



**Please note:**

In addition to the basic equipment, you can order further furniture for a fee from our service shop:  
<https://service.ism-cologne.com/serviceshop/login>

Stands will be handed over 24 hours prior to the start of the fair. Exceptions are subject to written arrangements. The invoice is payable immediately upon receipt without deductions. The stand may not be occupied until payment for the stand construction work has been made.

**Important information from Koelnmesse GmbH:**

We hereby declare that we have read and understood the Koelnmesse GmbH Terms and Conditions of Participation (General and Special Sections) and the Technical Guidelines and that we acknowledge them to be binding.

The aforementioned terms are valid for both the company's own representatives as well as independent agents, insofar as they have been commissioned to work at our stand. We are aware that as an exhibitor we are responsible for compliance with the stipulations and are liable for those persons commissioned by us.

We accept as binding the stand plan and confirmation of inventory of equipment which will be sent to us following submission of this order. You may cancel the stand construction order only if you do so no later than six weeks before the stand construction period officially begins. For cancellations received after the deadline, Koelnmesse GmbH is entitled to charge a flat-rate fee for the costs incurred.

Koelnmesse GmbH is entitled to contract a partner company to provide the service ordered. Such a service partner acts in the name of and on behalf of Koelnmesse.

Place of performance and jurisdiction is Cologne. It is agreed that the laws of the Federal Republic of Germany apply.

Company

Departement/contact

Full address, postcode, town, country

Tel.

Fax

e-Mail

Date, signature and company stamp

Please select your additional equipment:  
All prices are net prices. The VAT applicable to each item will be charged at the valid rate.

Equipment



Article No:  
SSBMPDISPLAY4

collection shelf with  
4 shelves

unit(s)

Euro

Frame: metal, matt finished  
Basic unit 1800 mm wide, 1600 mm high,  
50 mm deep



Article No:  
SSBMPDISPLAY5

collection shelf with  
3 shelves

unit(s)

Euro

Frame: metal, matt finished  
Basic unit 1800 mm wide, 1600 mm high,  
50 mm deep



Article No:  
SSBMPDISPLAY6

collection shelf with  
3 shelves slanted and  
1 shelf

unit(s)

Euro

Frame: metal, matt finished  
Basic unit 1800 mm wide, 1600 mm high,  
50 mm deep

**Please note:**  
In addition to the basic equipment, you can order further furniture  
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List of product group entries: Trend  
topics/  
target and sales markets  
Multiple responses possible  
(additional classification characteristics)

1.29

Name of main exhibitor:

(Please also fill in if co-exhibitor/additionally represented company is indicated)

Name of co-exhibitor/additionally represented company:

(Please fill in a separate List of Goods for each co-exhibitor/additionally represented company)

☒ (Please check the appropriate box, multiple responses possible)

### Trend topics

The following trend topics will be communicated separately at ISM. They will provide additional guidance to your relevant visitor target groups.

- |  |   |
|--|---|
| <input type="checkbox"/> Halal                 | <input type="checkbox"/> Functional                   |
| <input type="checkbox"/> Kosher                | <input type="checkbox"/> Handcrafted products/Artisan |
| <input type="checkbox"/> Organic               | <input type="checkbox"/> Private label                |
| <input type="checkbox"/> Fair trade            | <input type="checkbox"/> Limited edition              |
| <input type="checkbox"/> Sugar free            | <input type="checkbox"/> Impulse packages             |
| <input type="checkbox"/> Allergy friendly      | <input type="checkbox"/> Vegetarian                   |
| <input type="checkbox"/> Reformulated products | <input type="checkbox"/> Vegan                        |

### Our target/sales markets are:

- |                                       |   |  |  |   |
|---------------------------------------|---|--|--|---|
| <b>Africa</b>                         | <b>The Americas</b>                             | <b>Asia</b>                              | <b>Europe</b>                                  | <b>Oceania</b>                          |
| <input type="checkbox"/> South Africa | <input type="checkbox"/> USA                    | <input type="checkbox"/> China           | <input type="checkbox"/> Western Europe        | <input type="checkbox"/> Australia      |
| <input type="checkbox"/> West Africa  | <input type="checkbox"/> Canada                 | <input type="checkbox"/> Japan           | <input type="checkbox"/> Northern Europe       | <input type="checkbox"/> New Zealand    |
| <input type="checkbox"/> East Africa  | <input type="checkbox"/> Mexico                 | <input type="checkbox"/> South East Asia | <input type="checkbox"/> Southern Europe       | <input type="checkbox"/> Others Oceania |
| <input type="checkbox"/> North Africa | <input type="checkbox"/> Colombia               | <input type="checkbox"/> India           | <input type="checkbox"/> Russia                |   |
|                                       | <input type="checkbox"/> Brazil                 | <input type="checkbox"/> Middle East     | <input type="checkbox"/> Turkey                |   |
|                                       | <input type="checkbox"/> Others Central America |  | <input type="checkbox"/> Others Eastern Europe |   |
|                                       | <input type="checkbox"/> Others South America   |  |  |   |

### Global Opportunities

We would like to be contacted as a potential exhibitor for the following trade fairs:

#### Food & Beverages:

- |   |   |
|---|---|
| <input type="checkbox"/> Germany, Cologne   Anuga           | <input type="checkbox"/> China, Shenzhen   ANUFOOD China          |
| <input type="checkbox"/> Germany, Cologne   Anuga HORIZON   | <input type="checkbox"/> India, Mumbai   ANUFOOD India            |
| <input type="checkbox"/> Colombia, Bogotá   Alimentec       | <input type="checkbox"/> Thailand, Bangkok   THAIFEX – ANUGA Asia |
| <input type="checkbox"/> Brazil, São Paulo   ANUFOOD Brazil | <input type="checkbox"/> Japan, Tokyo   Wine & Gourmet Japan      |

#### Confectionery & Snacks:

- |   |
|---|
| <input type="checkbox"/> Japan, Tokyo   ISM Japan     |
| <input type="checkbox"/> UAE, Dubai   ISM Middle East |

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Main exhibitor:

### List of product group entries

This directory of products shall not be considered the basis for automatic entry in the directory of products in the official fair media. Our official contractual partners will provide you with all order information and documents for the marketing services offered.

1.30

Please fill in and return with your application

**Name of exhibitor/co-exhibitor/additionally represented company:** \* Please use one List of product group entries per company

**Main exhibits: (max. 2 entries)**  
(Please complete absolutely)

No:

☐

No:

☐

**For co-exhibitors/additionally represented company:**

Name of main exhibitor:

**Products in packets ready to sell in shops** X (Please check the appropriate box, multiple responses possible)

- 1 Chocolate, chocolate products
- 2 Sugar confectionery
- 3 Biscuits
- 4 Snack foods
- 5 Trend Snacks & Natural Snacks
- 8 Ice cream, deep-frozen confectionery / raw pastes
- 9 Other

#### 1 CHOCOLATE, CHOCOLATE PRODUCTS

- |                          |      |   |
|--------------------------|------|---|
| <input type="checkbox"/> | 1.10 | Alpine milk chocolate/Alpine cream chocolate/Alpine full-milk chocolate |
| <input type="checkbox"/> | 1.11 | Dark chocolate/Dark cream chocolate                                     |
| <input type="checkbox"/> | 1.12 | Flaked cracknel chocolate   |
| <input type="checkbox"/> | 1.13 | Block chocolate   |
| <input type="checkbox"/> | 1.14 | Capuccino chocolate   |
| <input type="checkbox"/> | 1.15 | Cola chocolate  |
| <input type="checkbox"/> | 1.16 | Chocolate with fructose and/or sweeteners/Diet chocolate                |
| <input type="checkbox"/> | 1.17 | Superior dark chocolate/Superior full-milk chocolate                    |
| <input type="checkbox"/> | 1.18 | Peanut chocolate  |
| <input type="checkbox"/> | 1.19 | Nut chocolate in transparent packing                                    |
| <input type="checkbox"/> | 1.20 | Fruit chocolate (orange/lemon)  |
| <input type="checkbox"/> | 1.21 | Fruit chocolate with cream  |
| <input type="checkbox"/> | 1.22 | Household chocolate/Household milk chocolate                            |
| <input type="checkbox"/> | 1.23 | Ginger chocolate  |
| <input type="checkbox"/> | 1.24 | Yoghurt chocolate (filled and solid)                                    |
| <input type="checkbox"/> | 1.25 | Cocoa powder, retail pack   |
| <input type="checkbox"/> | 1.26 | Instant cacao powder, retail packs                                      |
| <input type="checkbox"/> | 1.27 | Chocolate crisp   |
| <input type="checkbox"/> | 1.28 | Coconut chocolate   |
| <input type="checkbox"/> | 1.29 | Crème chocolate   |
| <input type="checkbox"/> | 1.30 | Cracknel chocolate  |
| <input type="checkbox"/> | 1.31 | Chocolate coating, retail packs   |
| <input type="checkbox"/> | 1.32 | Aero chocolate  |
| <input type="checkbox"/> | 1.33 | Almond chip chocolate   |
| <input type="checkbox"/> | 1.34 | Almond cracknel chocolate   |
| <input type="checkbox"/> | 1.35 | Almond praline/Hazelnut praline chocolate                               |
| <input type="checkbox"/> | 1.36 | Almond-hazelnut chocolate   |
| <input type="checkbox"/> | 1.37 | Marzipan chocolate  |
| <input type="checkbox"/> | 1.38 | Milk chocolate  |
| <input type="checkbox"/> | 1.39 | Hazelnut milk chocolate   |
| <input type="checkbox"/> | 1.40 | Mocha chocolate, Mocha-cream chocolate, solid/filled                    |
| <input type="checkbox"/> | 1.42 | Nougat (Hazelnut praline) chocolate/Nougat cracknel chocolate           |
| <input type="checkbox"/> | 1.43 | Nut-brittle chocolate, Nut-nougat chocolate                             |
| <input type="checkbox"/> | 1.44 | Peppermint chocolate, solid/filled                                      |
| <input type="checkbox"/> | 1.45 | Small bars of peppermint chocolate, solid/filled                        |

- |                          |      |   |
|--------------------------|------|---|
| <input type="checkbox"/> | 1.48 | Tablet of filled chocolate squares            |
| <input type="checkbox"/> | 1.49 | Puffed-rice chocolate                         |
| <input type="checkbox"/> | 1.50 | Cream chocolate                               |
| <input type="checkbox"/> | 1.51 | Rum and almond chocolate                      |
| <input type="checkbox"/> | 1.52 | Rum and raisin chocolate                      |
| <input type="checkbox"/> | 1.53 | Rum, hazelnut and raisin chocolate            |
| <input type="checkbox"/> | 1.54 | Cream chocolate/cream cracknel chocolate      |
| <input type="checkbox"/> | 1.55 | Alcohol-filled chocolate                      |
| <input type="checkbox"/> | 1.56 | Small bar of chocolate                        |
| <input type="checkbox"/> | 1.57 | Chocolate covering/couverture                 |
| <input type="checkbox"/> | 1.58 | Truffle chocolate                             |
| <input type="checkbox"/> | 1.59 | Full-milk chocolate                           |
| <input type="checkbox"/> | 1.60 | Full-milk cracknel                            |
| <input type="checkbox"/> | 1.61 | Full-milk almond chocolate                    |
| <input type="checkbox"/> | 1.62 | Full-milk mocha chocolate                     |
| <input type="checkbox"/> | 1.63 | Full-milk hazelnut chocolate                  |
| <input type="checkbox"/> | 1.64 | Full-milk nut chocolate                       |
| <input type="checkbox"/> | 1.65 | Full-milk chocolate with whole almond or nuts |
| <input type="checkbox"/> | 1.66 | White chocolate                               |
| <input type="checkbox"/> | 1.67 | Flavoured white chocolate                     |
| <input type="checkbox"/> | 1.68 | Dark (semi-sweet) chocolate                   |
| <input type="checkbox"/> | 1.69 | Dark (semi-sweet) chocolate with whole nuts   |

#### Chocolates

- |                          |      |  |
|--------------------------|------|--|
| <input type="checkbox"/> | 1.70 | Alcohol-filled chocolates  |
| <input type="checkbox"/> | 1.71 | Dessert chocolates   |
| <input type="checkbox"/> | 1.72 | Pralines with fructose and/or sweeteners/Diet pralines                     |
| <input type="checkbox"/> | 1.73 | Peanut chips/peanut lumps/peanut pyramids                                  |
| <input type="checkbox"/> | 1.74 | Chocolate sticks with flavoured, liquid centres                            |
| <input type="checkbox"/> | 1.75 | Fondant chocolates   |
| <input type="checkbox"/> | 1.76 | Fruit chocolates (pineapple, apple, strawberry, raspberry, cherry, orange) |
| <input type="checkbox"/> | 1.78 | Coated jellies   |
| <input type="checkbox"/> | 1.79 | Yoghurt chocolates   |
| <input type="checkbox"/> | 1.80 | Crème chocolates   |
| <input type="checkbox"/> | 1.81 | Chocolates coated coffee beans and coffee chocolates, solid/filled         |
| <input type="checkbox"/> | 1.83 | Advocat chocolates   |
| <input type="checkbox"/> | 1.84 | Cracknel chocolates  |
| <input type="checkbox"/> | 1.85 | Liqueur chocolates   |
| <input type="checkbox"/> | 1.86 | Almond chocolates/almond splitz/almond lumps/almond pyramids               |
| <input type="checkbox"/> | 1.87 | Marzipan chocolates/marzipan and walnut chocolates                         |
| <input type="checkbox"/> | 1.88 | Mocha beans and mocha chocolates, solid/filled                             |
| <input type="checkbox"/> | 1.90 | Mozartkugeln   |
| <input type="checkbox"/> | 1.91 | Nougat (hazelnut nougat) chocolates  |
| <input type="checkbox"/> | 1.92 | Crème praline chocolates   |
| <input type="checkbox"/> | 1.93 | Hazelnut lumps/hazelnut pyramids/hazelnut chips                            |
| <input type="checkbox"/> | 1.94 | Hazelnut chocolates  |

Main exhibitor/co-exhibitor/additionally represented company:

0 0 2 0

Client number:

<input type="checkbox"/>	1.95	Peppermint chocolates
<input type="checkbox"/>	1.96	Chocolate eggs
<input type="checkbox"/>	1.97	Rum-filled chocolates beans/rum-filled chocolate eggs/rum balls (Jamaica rum)
<input type="checkbox"/>	1.98	Walnut chocolates
<input type="checkbox"/>	1.99	Brandy (cognac) chocolates beans
<input type="checkbox"/>	1.100	Brandy (cognac) chocolates eggs
<input type="checkbox"/>	1.101	Brandy (cognac) chocolates with cherries/Brandy chocolates
<input type="checkbox"/>	1.102	Cognac chocolates
<input type="checkbox"/>	1.103	Truffle chocolates

**Other chocolate products**

<input type="checkbox"/>	1.104	Advent calendar/Ramadan calender
<input type="checkbox"/>	1.105	Christmas tree chocolates
<input type="checkbox"/>	1.106	Flaked cracknel
<input type="checkbox"/>	1.107	Chocolates flake for sprinkling
<input type="checkbox"/>	1.108	Chocolate cornflake crisp (milk/plain)
<input type="checkbox"/>	1.109	Hollow chocolate figures (also filled chocolate figures)
<input type="checkbox"/>	1.110	Langues de chat (also filled)
<input type="checkbox"/>	1.111	Toys (also chocolates with toy gifts)
<input type="checkbox"/>	1.112	Chocolate items for the toy-shop
<input type="checkbox"/>	1.113	Advocat-filled chocolate items
<input type="checkbox"/>	1.114	Neapolitains
<input type="checkbox"/>	1.115	Santa sacks
<input type="checkbox"/>	1.116	Santa chocolate canes
<input type="checkbox"/>	1.117	Santa chocolate boots
<input type="checkbox"/>	1.118	Two nuts in a shell
<input type="checkbox"/>	1.119	Easter chocolate products
<input type="checkbox"/>	1.120	Layered chocolates/layered chocolate eggs
<input type="checkbox"/>	1.121	Filled chocolate Biedermeier bouquets
<input type="checkbox"/>	1.122	Gift-eggs
<input type="checkbox"/>	1.123	Puffed-rice pieces, bars
<input type="checkbox"/>	1.124	Grating chocolate
<input type="checkbox"/>	1.125	Chocolate with imprinted designs
<input type="checkbox"/>	1.126	Chocolate bars, filled/solid
<input type="checkbox"/>	1.127	Chocolate cups, chocolate bowls, chocolate pots
<input type="checkbox"/>	1.128	Chocolate leaves, chocolate tiles, chocolate buttons
<input type="checkbox"/>	1.129	Chocolate eggs, solid
<input type="checkbox"/>	1.130	Chocolate barrels/chocolate bottles (filled with liqueurs/ brandy/whisky)
<input type="checkbox"/>	1.131	Chocolate flakes/milk chocolate flakes
<input type="checkbox"/>	1.132	Chocolate-shaped hearts/chocolate-shaped hearts on strings
<input type="checkbox"/>	1.133	Chocolate witch's house
<input type="checkbox"/>	1.134	Chocolate horseshoe
<input type="checkbox"/>	1.135	Chocolate wreath, solid/filled
<input type="checkbox"/>	1.136	Chocolate balls, solid/filled
<input type="checkbox"/>	1.137	Chocolate beetles/lucky chocolate beetles/chocolate lady-birds
<input type="checkbox"/>	1.138	Chocolate coins/chocolate squares/chocolate doubloons
<input type="checkbox"/>	1.139	Chocolate biscuits
<input type="checkbox"/>	1.140	Chocolate butterflies
<input type="checkbox"/>	1.141	Chocolate slices and slithers
<input type="checkbox"/>	1.142	Chocolate vermicelli
<input type="checkbox"/>	1.145	Choc-chips
<input type="checkbox"/>	1.146	Chocolate sticks, solid/filled
<input type="checkbox"/>	1.148	Chocolate balls coated in vermicelli
<input type="checkbox"/>	1.149	Chocolate goods for Christmas
<input type="checkbox"/>	1.150	Chilled chocolate snacks
<input type="checkbox"/>	1.153	Sugar-free chocolate
<input type="checkbox"/>	1.154	Sugar-reduced chocolate
<input type="checkbox"/>	1.155	Fat-reduced chocolate
<input type="checkbox"/>	1.156	Lactose-free chocolate

**2 SUGAR CONFECTIONERY****Hard and Soft Caramels**

<input type="checkbox"/>	2.10	Sweets filled with alcohol
<input type="checkbox"/>	2.11	Aniseed sticks

<input type="checkbox"/>	2.12	Bavarian malt, in bar or as individual sweets
<input type="checkbox"/>	2.13	Sweets in presentation tin or glasses
<input type="checkbox"/>	2.14	Sweets with a fruit centre in tray presentation pack (Vienna Sweets)
<input type="checkbox"/>	2.15	Necklace of sweets
<input type="checkbox"/>	2.16	Fizzy sweets
<input type="checkbox"/>	2.17	Cachous
<input type="checkbox"/>	2.18	Cola drops
<input type="checkbox"/>	2.19	Candies with fructose and/or sweeteners/diet candies
<input type="checkbox"/>	2.20	Drops
<input type="checkbox"/>	2.21	Refrehment candies
<input type="checkbox"/>	2.22	Eucalyptus sweets/eucalyptus and menthol sweets
<input type="checkbox"/>	2.23	Fruit flavoured boiled sweets
<input type="checkbox"/>	2.24	Hazelnut sweets/nut sweets/hazelnut praline sweets
<input type="checkbox"/>	2.25	Honey sweets
<input type="checkbox"/>	2.26	Cough drops
<input type="checkbox"/>	2.27	Yoghurt sweets
<input type="checkbox"/>	2.28	Coffee sweets
<input type="checkbox"/>	2.29	Caramel sweets
<input type="checkbox"/>	2.30	Chews
<input type="checkbox"/>	2.31	Coin crisps
<input type="checkbox"/>	2.32	Herbal sweets
<input type="checkbox"/>	2.33	Cracknel sweets
<input type="checkbox"/>	2.34	Licorice sweets
<input type="checkbox"/>	2.35	Licorice toffees
<input type="checkbox"/>	2.36	Lollipops (cherries on sticks/shaped lollies/also filled lollies)
<input type="checkbox"/>	2.37	Milk/full-milk caramels/milk praline sweets
<input type="checkbox"/>	2.38	Mocha sweets
<input type="checkbox"/>	2.39	Peppermint sweets/balls
<input type="checkbox"/>	2.40	Cream sweets
<input type="checkbox"/>	2.41	Hard caramel dummy
<input type="checkbox"/>	2.42	Chocolate sweets/chocolate mint sweets
<input type="checkbox"/>	2.43	Satin sweets
<input type="checkbox"/>	2.44	Toffees/butter toffees/Fudge
<input type="checkbox"/>	2.45	Vitamin sweets
<input type="checkbox"/>	2.46	Sweets made with non-sugar sweeteners

**Coated sweets**

<input type="checkbox"/>	2.47	Butter buttons
<input type="checkbox"/>	2.48	Coated eggs/coated egg arrangements
<input type="checkbox"/>	2.49	Viennese chocolate-coated almonds
<input type="checkbox"/>	2.50	Chocolate beans
<input type="checkbox"/>	2.51	Chocolate-coated kemels, raisins etc.
<input type="checkbox"/>	2.52	Silver beads/vermicelli/hundreds and thousands
<input type="checkbox"/>	2.53	Burnt almonds

**Tablets**

<input type="checkbox"/>	2.54	Sorbitol fruit tables
<input type="checkbox"/>	2.55	Peppermint tables (rolls/sticks/rounds and squares)
<input type="checkbox"/>	2.56	Sorbitol peppermint tablets
<input type="checkbox"/>	2.57	Glucose tablets
<input type="checkbox"/>	2.58	Vitamin tablets
<input type="checkbox"/>	2.59	Tablets made with non-sugar sweeteners

**Other sweet products**

<input type="checkbox"/>	2.60	Effervescent powder/tablets
<input type="checkbox"/>	2.61	Confections with fructose and/or sweeteners/Diet confections
<input type="checkbox"/>	2.62	Ice-cups
<input type="checkbox"/>	2.63	Fondant products
<input type="checkbox"/>	2.64	Fondant
<input type="checkbox"/>	2.65	Fruit gums/yoghurt fruit gums
<input type="checkbox"/>	2.66	Layered fruit and nut pastes (nut/hazelnut slices/chocolate-almond slices)
<input type="checkbox"/>	2.67	Caramelised peanuts/hazelnuts/almonds
<input type="checkbox"/>	2.68	Sugared jellies
<input type="checkbox"/>	2.69	Sweet gums/jelly bears
<input type="checkbox"/>	2.70	Gums and jelly confectionery
<input type="checkbox"/>	2.71	Ginger products
<input type="checkbox"/>	2.72	Cocoa confectionery
<input type="checkbox"/>	2.73	Cocoa creme/cocoa creme confectionery/cocoa creme products

Main exhibitor/co-exhibitor/additionally represented company

Client number:

0 0 2 0

<input type="checkbox"/>	2.74	Candied fruits, candied blossomings
<input type="checkbox"/>	2.75	Chewing gum (bubble gum/with liquid filling/soft gum)
<input type="checkbox"/>	2.76	Chewing gum with non-sugar sweeteners
<input type="checkbox"/>	2.77	Toys (sweet products combined with toys)
<input type="checkbox"/>	2.78	Toy-house sized sweets
<input type="checkbox"/>	2.79	Fairground products/Parish fair articles
<input type="checkbox"/>	2.80	Coconut balls/coconut eggs
<input type="checkbox"/>	2.81	Coconut flakes, coloured/chocolate coated
<input type="checkbox"/>	2.82	Coconut lumps/balls/sticks/cubes
<input type="checkbox"/>	2.83	Cream-filled figures/hats
<input type="checkbox"/>	2.84	Cracknel (hazelnut/coconut/almond/almond and nut)
<input type="checkbox"/>	2.85	Cracknel eggs/almond cracknel eggs
<input type="checkbox"/>	2.86	Licorice/licorice products
<input type="checkbox"/>	2.87	Marshmallows
<input type="checkbox"/>	2.88	Marzipan products
<input type="checkbox"/>	2.89	Marshmallow treats/Marshmallow cones
<input type="checkbox"/>	2.90	Nougat products
<input type="checkbox"/>	2.91	Orange rounds/orange sticks
<input type="checkbox"/>	2.92	Coated popcorn/coated puffed-rice
<input type="checkbox"/>	2.93	Peppermint slabs/peppermint sticks
<input type="checkbox"/>	2.94	Peppermint rings/peppermint cubes
<input type="checkbox"/>	2.95	Peppermint tablets/peppermint rounds
<input type="checkbox"/>	2.96	Mallow products/mallow eggs
<input type="checkbox"/>	2.97	Dusting and sprinkling products
<input type="checkbox"/>	2.98	White nougat
<input type="checkbox"/>	2.99	Wine gums
<input type="checkbox"/>	2.100	Lemon rounds
<input type="checkbox"/>	2.101	Sugar figures
<input type="checkbox"/>	2.102	Lokum
<input type="checkbox"/>	2.103	Halva
<input type="checkbox"/>	2.104	Pastila (fruit confectionery)
<input type="checkbox"/>	2.109	Cotton candy
<input type="checkbox"/>	2.110	Vegan products
<input type="checkbox"/>	2.111	Sugar-free products
<input type="checkbox"/>	2.112	Sugar-reduced products
<input type="checkbox"/>	2.113	Fat-reduced products
<input type="checkbox"/>	2.114	Lactose-free products

**Spreads and Jams**

<input type="checkbox"/>	2.105	Sweet spreads containing cocoa, nut and dairy cream
<input type="checkbox"/>	2.106	Jams
<input type="checkbox"/>	2.107	Honey & syrup
<input type="checkbox"/>	2.108	Other sweet spreads

**3 BISCUITS**

<input type="checkbox"/>	3.10	Aniseed biscuits
<input type="checkbox"/>	3.11	Sugar paper for baking
<input type="checkbox"/>	3.12	Log cake
<input type="checkbox"/>	3.13	Bear's paws (butter biscuits on a chocolate base)
<input type="checkbox"/>	3.14	Meringues
<input type="checkbox"/>	3.15	Sponge fingers
<input type="checkbox"/>	3.16	Flake pastries
<input type="checkbox"/>	3.17	Butter pretzels/butter pastries/butter biscuits
<input type="checkbox"/>	3.18	Christmas Stollen
<input type="checkbox"/>	3.19	Pastry with fructose and/or sweeteners/Diet pastry
<input type="checkbox"/>	3.20	Dominoes
<input type="checkbox"/>	3.21	Sandwich biscuits with cream filling
<input type="checkbox"/>	3.22	Decorative butter biscuits
<input type="checkbox"/>	3.23	Biscuits made with fresh eggs
<input type="checkbox"/>	3.24	Ice-cream cornets and wafers
<input type="checkbox"/>	3.25	Sugar paper rounds and squares
<input type="checkbox"/>	3.26	Triangle wafers/Flat wafers
<input type="checkbox"/>	3.27	Florentine biscuits
<input type="checkbox"/>	3.28	Biscuits assortments/chocolate coated biscuits
<input type="checkbox"/>	3.29	Stick-shaped biscuits/Shortbread
<input type="checkbox"/>	3.30	Large shortbread coins (fruits biscuits/almond biscuits/hazelnut biscuits)
<input type="checkbox"/>	3.31	Spiced biscuits
<input type="checkbox"/>	3.32	Crunch snaps

<input type="checkbox"/>	3.33	Honey spice cake/honey biscuits
<input type="checkbox"/>	3.34	Karlsbad thins
<input type="checkbox"/>	3.35	Kipferl (Vanilla Kipferl)
<input type="checkbox"/>	3.36	Crisp bread
<input type="checkbox"/>	3.37	Coconut cakes/coconut biscuits
<input type="checkbox"/>	3.38	Cake
<input type="checkbox"/>	3.39	Bar-shaped cakes/small cakes
<input type="checkbox"/>	3.40	Brown gingerbread
<input type="checkbox"/>	3.41	Gingerbread hearts
<input type="checkbox"/>	3.42	Gingerbread hearts on strings
<input type="checkbox"/>	3.43	Sugar covered gingerbread
<input type="checkbox"/>	3.44	Gingerbread on wafer base (Elisen gingerbread)
<input type="checkbox"/>	3.45	Traditional bread/alpine bread
<input type="checkbox"/>	3.46	Macaroons (hazelnut/coconut/almond/marzipan/persipan-marzipan made from apricot kernels)
<input type="checkbox"/>	3.47	Almond pastries/almondbiscuits
<input type="checkbox"/>	3.48	Marbled biscuits
<input type="checkbox"/>	3.49	Marzipan pastries
<input type="checkbox"/>	3.50	Light shortbread/light shortbread biscuits
<input type="checkbox"/>	3.51	Cereal cookies
<input type="checkbox"/>	3.52	Cereal bars
<input type="checkbox"/>	3.53	Hazelnut pretzels/hazelnut biscuits/hazelnut stars
<input type="checkbox"/>	3.54	Orange biscuits
<input type="checkbox"/>	3.55	Gingerbread shapes/gingerbread balls
<input type="checkbox"/>	3.56	Printen (hard gingerbread)
<input type="checkbox"/>	3.57	Bars with biscuits and wafer centre
<input type="checkbox"/>	3.58	Russian bread
<input type="checkbox"/>	3.59	Butter cakes
<input type="checkbox"/>	3.60	Sesame cakes
<input type="checkbox"/>	3.61	Marshmallow wafers/marshmallow wafer crescents
<input type="checkbox"/>	3.62	Layer cakes
<input type="checkbox"/>	3.63	Speculatius biscuits
<input type="checkbox"/>	3.64	Springerle (special Christmas biscuits flavoured with aniseed)
<input type="checkbox"/>	3.65	Spiced cakes/spiced biscuits
<input type="checkbox"/>	3.66	Butter cakes
<input type="checkbox"/>	3.67	Tartlets/flan bases
<input type="checkbox"/>	3.68	Wafers, filled/without filling/plain wafers coated in chocolate
<input type="checkbox"/>	3.69	Wafer eggs/wafer nuts
<input type="checkbox"/>	3.70	Wafer assortment/wafer rolls/wafer fingers
<input type="checkbox"/>	3.71	Cinnamon stars
<input type="checkbox"/>	3.72	Lemon biscuits
<input type="checkbox"/>	3.73	Wholemeal biscuits
<input type="checkbox"/>	3.74	Wholemeal butter biscuits
<input type="checkbox"/>	3.75	Rusk
<input type="checkbox"/>	3.76	Madeleines
<input type="checkbox"/>	3.77	Panettone
<input type="checkbox"/>	3.78	Brioche
<input type="checkbox"/>	3.79	Viennoiseries
<input type="checkbox"/>	3.80	Chilled cake bars/tarts
<input type="checkbox"/>	3.81	Baklava
<input type="checkbox"/>	3.82	Macarons (french almond-based meringue confection)
<input type="checkbox"/>	3.83	Muffins
<input type="checkbox"/>	3.84	Milk- and chocolate rolls/-croissants
<input type="checkbox"/>	3.85	Vegan biscuits
<input type="checkbox"/>	3.86	Sugar-free biscuits
<input type="checkbox"/>	3.87	Sugar-reduced biscuits
<input type="checkbox"/>	3.88	Fat-reduced Biscuits
<input type="checkbox"/>	3.89	Lactose-free biscuits
<input type="checkbox"/>	3.90	Gluten-free biscuits

**4 SNACK FOODS**

<input type="checkbox"/>	4.10	Pretzels/salted cocktail snacks/salted sticks
<input type="checkbox"/>	4.11	Cashew nuts
<input type="checkbox"/>	4.12	Cocktail biscuits
<input type="checkbox"/>	4.13	Peanuts
<input type="checkbox"/>	4.14	Peanut puffs

Main exhibitor/co-exhibitor/additionally represented company

Client number:

0 0 2 0

<input type="checkbox"/>	4.15	Pork scratchings
<input type="checkbox"/>	4.16	Crackers (water biscuits)
<input type="checkbox"/>	4.17	Hazelnuts
<input type="checkbox"/>	4.18	Cheese biscuits/assorted cheese snacks/cheese wafers/cheese rolls
<input type="checkbox"/>	4.19	Potato crisps/potato sticks/other potato snacks
<input type="checkbox"/>	4.20	Cocktail biscuits/mini-pizza biscuits
<input type="checkbox"/>	4.21	Salted pretzels and rolls
<input type="checkbox"/>	4.22	Macadamia nuts
<input type="checkbox"/>	4.23	Macadamia nuts
<input type="checkbox"/>	4.24	Corn snacks
<input type="checkbox"/>	4.25	Almonds
<input type="checkbox"/>	4.27	Assorted nuts/assorted nuts and raisins
<input type="checkbox"/>	4.28	Assorted nuts/tropical fruit and nuts
<input type="checkbox"/>	4.29	Assorted nuts
<input type="checkbox"/>	4.31	Pecan nuts
<input type="checkbox"/>	4.32	Pine kernels
<input type="checkbox"/>	4.33	Pistachio nuts
<input type="checkbox"/>	4.34	Popcorn/Puffed-corn/Puffed-rice
<input type="checkbox"/>	4.35	Rice-snacks
<input type="checkbox"/>	4.36	Salted snacks (pretzels/assortments/sticks)
<input type="checkbox"/>	4.37	Salted snacks – water biscuits
<input type="checkbox"/>	4.38	Soya kernels
<input type="checkbox"/>	4.39	Biscuit snacks
<input type="checkbox"/>	4.40	Walnut kernels
<input type="checkbox"/>	4.41	Wheat snacks
<input type="checkbox"/>	4.42	Onion rings/onion rolls
<input type="checkbox"/>	4.43	Sunflower seeds
<input type="checkbox"/>	4.44	Vegan snack foods
<input type="checkbox"/>	4.45	Sugar-free snacks foods
<input type="checkbox"/>	4.46	Sugar-reduced snack foods
<input type="checkbox"/>	4.47	Fat-reduced snack foods
<input type="checkbox"/>	4.48	Lactose-free snack foods
<input type="checkbox"/>	4.49	Gluten-free snack foods
<input type="checkbox"/>	4.50	Salt-reduced snack foods

**5 TREND SNACKS & NATURAL SNACKS**

<input type="checkbox"/>	5.10	Meat snacks
<input type="checkbox"/>	5.11	Fish snacks
<input type="checkbox"/>	5.12	Other savoury snacks
<input type="checkbox"/>	5.13	Vegan trend snacks
<input type="checkbox"/>	5.14	Dried fruit and vegetables
<input type="checkbox"/>	5.15	Fruit-, vegetable and nut bars
<input type="checkbox"/>	5.16	Fruit purée, vegetable purée
<input type="checkbox"/>	5.17	Fruit crisps, vegetable crisps/crackers
<input type="checkbox"/>	5.18	Chocolate-coated dried fruit (pineapple, apple rings, apricots, dates, figs, plums)
<input type="checkbox"/>	5.19	Smoothies
<input type="checkbox"/>	5.20	Energy and sports bars
<input type="checkbox"/>	5.21	Energy snacks
<input type="checkbox"/>	5.22	Products without additives
<input type="checkbox"/>	5.23	Raw Products
<input type="checkbox"/>	5.24	Coffee specialities
<input type="checkbox"/>	5.25	Tea specialities
<input type="checkbox"/>	5.26	Cocoa specialities / drinking chocolate
<input type="checkbox"/>	5.27	Cereals/Porridge
<input type="checkbox"/>	1.151	Vegan chocolate
<input type="checkbox"/>	1.152	Bean to bar chocolate

**8 ICE CREAM, DEEP-FROZEN CONFECTIONERY / RAW PASTES**

<input type="checkbox"/>	8.10	Plain ice-cream
<input type="checkbox"/>	8.11	Ice-cream bombes and cakes
<input type="checkbox"/>	8.12	Ice-cream containing vegetable fat
<input type="checkbox"/>	8.13	Ice-cream
<input type="checkbox"/>	8.14	Fruit ice
<input type="checkbox"/>	8.15	Ice-cream with non-milk fat
<input type="checkbox"/>	8.16	Real dairy ice-cream with milk
<input type="checkbox"/>	8.17	Real dairy ice-cream with cream

<input type="checkbox"/>	8.18	Ice-cream in wholesale quantities
<input type="checkbox"/>	8.19	Ice-cream in tubs
<input type="checkbox"/>	8.20	Pre-portioned packs
<input type="checkbox"/>	8.21	Other ice-cream products for gastronomic purposes
<input type="checkbox"/>	8.22	Ice-cream in family packs
<input type="checkbox"/>	8.23	Ice-cream in multi-packs
<input type="checkbox"/>	8.24	Packs of ice-cream with individually wrapped portions
<input type="checkbox"/>	8.25	Ice-cream in individual tubs
<input type="checkbox"/>	8.26	Ice-cream bars
<input type="checkbox"/>	8.27	Ice-cream sandwiches
<input type="checkbox"/>	8.28	Cornets
<input type="checkbox"/>	8.43	Sorbet
<input type="checkbox"/>	8.44	Frozen Yoghurt
<input type="checkbox"/>	8.45	Deep-frozen cake
<input type="checkbox"/>	8.46	Deep-frozen pastry

**Raw pastes (exclusively in prepackaged form for retail sale)**

<input type="checkbox"/>	8.29	Peanut paste
<input type="checkbox"/>	8.30	Marzipan
<input type="checkbox"/>	8.31	Praline
<input type="checkbox"/>	8.32	Almond praline
<input type="checkbox"/>	8.33	Hazelnut praline
<input type="checkbox"/>	8.34	Nut paste
<input type="checkbox"/>	8.35	Persipan-marzipan made with apricot kernels
<input type="checkbox"/>	8.36	Chopped and grated products
<input type="checkbox"/>	8.37	Semi-manufactured products
<input type="checkbox"/>	8.38	Macaroon paste
<input type="checkbox"/>	8.39	Nut macaroon paste
<input type="checkbox"/>	8.40	Persipan (marzipan made with apricot kernels) macaroon paste
<input type="checkbox"/>	8.41	Oilseed paste
<input type="checkbox"/>	8.42	Synthetic honey
<input type="checkbox"/>	8.47	Cocoa paste

**9 OTHER**

<input type="checkbox"/>	9.10	Trade associations/institutions
<input type="checkbox"/>	9.11	Specialist publishing house/trade periodicals
<input type="checkbox"/>	9.12	Information/specialist media

# Conditions of Participation Special Section



ISM 2023  
The world's largest trade fair for sweets  
and snacks  
23.04.-25.04.2023

## 1 Organiser, event, venue and dates, visitor admission

### 1.1 Title

ISM is organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany. The conceptual sponsor is the International Sweets and Biscuits Fair Working Group (AISM). The event will be held at Koelnmesse GmbH fair grounds from Sunday, 23 April 2023, to Tuesday, 25 April 2023.

### 1.2 Opening hours

For exhibitors, Sunday - Tuesday from 8:00 a.m. to 7:00 p.m.

For visitors, Sunday - Tuesday from 9:00 a.m. to 6:00 p.m.

### 1.3 Stand build up and dismantling

Build up may begin at 8:00 a.m. on Thursday, 20 April 2023. Build up must be completed by no later than 8:00 p.m. on Saturday, 24 April 2023. The aisles must be completely cleared by this time.

Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 6:00 p.m. on Thursday, 25th April 2023. Admission for dismantling personnel starts at 6:00 p.m. Trucks will be permitted to enter starting at 8:00 p.m.

#### Dismantling period

25.04.2023: from 6:00 p.m. consistently to

26.04.2023: midnight

27.04.2023: 7:00 a.m. – 6:00 p.m.

**From 26.04.2023, midnight till 27.04.2023, 7:00 a.m. dismantling is not possible!**

Dismantling of all stands and exhibits must be finished by 6:00 p.m. on Thursday, 27 April 2023.

For the entire duration of the fair, the registered and authorised exhibits must be on display at the stand, and stand personnel must be in attendance (General Section of the Conditions of Participation, III, Paragraph 3). Stand dismantling may not begin before 4:00 p.m. on 1 February 2023. This means that the stand may not be partially or completely cleared, and exhibits may not be packed away, before this time.

**Koelnmesse GmbH has the right to impose a fine of up to Euro 5,000.00 for each time that an exhibitor violates this regulation. The size of the fine will depend on the seriousness of the violation. Furthermore, Koelnmesse reserves the right to stop the preferential treatment of these exhibitors by not offering them the chance to rebook the same location for the next fair or to ban the exhibitor in question from participating in the next ISM.**

### 1.4 Visitor admission

ISM is open to trade visitors only.

Buyers from the following areas of the retail and wholesale trades are permitted to attend the fair: food and beverage wholesale & import; food and beverage purchasing associations; grocery wholesale; wholesale food remnants; retail confectionery trade; suppliers for food service; cafes, confectioners, bakery operations, pastry shops; confectionery specialist outlets; trade chains and their regional branches; supermarkets; shopping centers; cash & carry operations; discount outlets; drugstore chains; health food wholesalers; department stores - central/local administration; online food retailers; vending machine operators; convenience stores; filling stations - central/local administration; nutrition scientists; food chemists and producers of sweets and snacks according to the list of product group entries.

## 2 Eligibility to participate

### 2.1 Exhibitors

At ISM, only products contained in the list of product group entries that are suitable for distribution to consumers and which are wrapped in packaging that is suitable for the retail trade can be presented. Packaging/packaging materials, as well as raw materials/ingredients that serve for the production of end products ready-to-sell in shops, are not allowed to be exhibited. Exclusively manufacturers that are registered in the trade register or in the register of skilled craftsmen are allowed to participate. You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.

You can exhibit for the companies you represent as a trade representative, sales company, association and importer insofar as the goods exhibited are not offered by any other company at the trade fair, and you possess the necessary rights to present the exhibits.

Koelnmesse GmbH also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand.

Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse GmbH. In the event of a rejection, you will receive a separate letter.

All exhibited products and services must correspond to the focus of the event. See the accompanying list of product group entries, Form 1.30. The products must be new ex-works. Products and services that do not correspond to the list of product group entries and used products may not be exhibited or offered.

### 2.2 Co-exhibitors / additionally represented companies

The participation of co-exhibitors and/or additionally represented companies at ISM is possible. **Excluded from this are co-exhibitors with group participants.** A special application and the acceptance by the organiser are required for the use of the stand area by a co-exhibitor or additionally represented company (see Item V of the General Section of the Conditions of Participation).

## 3 Participation fee and other costs

### 3.1 Participation fee: Euro 241.00 per m<sup>2</sup> of floor space

The participation fee does not include the provision of stand partition walls or other special construction elements. The participation fee is calculated according to the dimensions of the allocated stand area. Hall pillars and other structural elements found within the hired stand area do not entitle the exhibitor to a reduction in the participation fee.

Register by 30 April 2022 to secure the lowest price (early bird price). The regular price will take effect **starting 1 May 2022**.

for applications until 30 April 2022	<b>EUR 203.50 per m<sup>2</sup></b>
for applications <b>as of 1 May 2022</b>	<b>EUR 241.00 per m<sup>2</sup></b>

### 3.2 Energy costs

Exhibitors will be charged a proportional flat-rate energy fee of Euro 14.50 per m<sup>2</sup> of occupied stand area.

### 3.3 Down payment for services

Koelnmesse shall be entitled to charge a reasonable down payment for the services used for the event in question - e.g. electrical and water connections, stand cleaning etc. The down payment for services shall be assessed on the basis of the services charged for the previous event. The down payment for exhibitors who have not participated in the previous event shall total Euro 19.50 per m<sup>2</sup> - plus the costs for the obligatory marketing services (Marketing Package); see Item 7.2., Special Participation Conditions.

Once the event has ended, a separate final invoice for services will be issued; the down payment will be applied towards this amount. The invoice shall fall due for payment immediately following receipt. If the amount of the down

payment should exceed the fees actually incurred for services, the amounts by which the down payment exceeds actual charges shall be refunded to the exhibitor. The exhibitor shall have no claim to payment of interest on the down payment.

### 3.4 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of Euro 310.00 per company will be charged. The price of inclusion in the Marketing Package is not included in this fee (see Item 7.2). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

### 3.5 Marketing services

Use of the marketing services described in Item 7.1 shall be obligatory and is subject to a charge (see Item 7.2, Special Participation Conditions).

### 3.6 VAT

All prices given are net prices. The statutory VAT will be charged separately where applicable.

### 3.6.1 Value added tax registration number

As a rule, Koelnmesse GmbH provides exhibitors (proprietors) with a uniform service – so-called event service – in accordance with Art. 3a.4., Par. (2) of the German ordinance in the online application tool of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse GmbH will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the application forms in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse GmbH in writing of any changes to their VAT identification numbers.

### 3.6.2 Reimbursement of VAT

If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further information is available at [www.bzst.bund.de](http://www.bzst.bund.de).

### 3.7 Costs in the event of non-participation

#### 3.7.1 After receipt of admission/stand area confirmation

You cannot normally withdraw from the contract after you have received the admission/stand area confirmation. The regulations contained in Item II of the General Section of the Conditions of Participation apply. In the event of non-participation, companies that have registered for a trade fair must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25 % of the participation fee.

#### 3.7.1.1 Stand construction by Koelnmesse GmbH – complete stands

If you have booked a complete stand package – comprising the stand area and the stand construction – at Koelnmesse GmbH, it is only possible to cancel the stand construction order up until six weeks before the official build up begins. The date on which Koelnmesse GmbH receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse GmbH is entitled to charge a flat-rate fee for the costs incurred, without providing evidence. These costs amount to 30 % of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of build up, 50 % of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of build up, and 100 % of the agreed fee in the event of a cancellation at a later time or during the build up of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

#### 3.7.1.2 Stand construction by Koelnmesse GmbH – individual stands and turn key-modular-stands

In the event that the stand construction has been ordered separately to the application of an exhibition stand, the cancellation of this order is governed by the general terms of participation of the Koelnmesse Group for services as well as by the special terms of business of the Koelnmesse Groups for services/stand construction. The terms of business of the Koelnmesse Group

are available as a download on the event homepage.

**3.7.2** You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the fee charged.

## 4 Stand sizes and build up

### 4.1 Stand size

The minimum stand size is 12 m<sup>2</sup>.

Please note that hall pillars and other fixed construction elements may be present in the rented stand area.

Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

Trade fair partition walls for separating the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee in Koelnmesse Service-Portal. This fee does not include stand construction.

Koelnmesse GmbH will erect partition walls only if this is necessary for safety reasons due to electrical or water.

### 4.2 Responsibility

Stand build up, design and operation must comply with all the regulations that are valid in Germany (including the special construction regulation, the industrial safety law and regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the employers' liability insurance associations in their currently valid versions). All of these provisions apply to the company's own as well as to independent stand designers, decorators, and sign writers and to all persons insofar as they perform activities commissioned by the exhibitor or on the exhibitor's behalf in connection with the build up, design, operation and dismantling of the stand. The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise build up personnel and other persons working on his behalf to ensure that they adhere to the regulations. The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.

### 4.3 Maximum stand height

The maximum permissible stand height is set at 4.50 m (incl. signage, transparencies and any other advertising promotional structures), insofar as this is permitted by the hall ceiling and any fixed structures that may be present. As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for stands that do not exceed the permitted height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required.

Plans must be submitted in duplicate for approval by Koelnmesse GmbH in good time before the work is carried out, and at least 6 weeks before the event commences. These documents, which can be scrutinized, consist of general outlines, views and design cross sections with all measurements and – if necessary – a statistical calculation. Structures on the boundaries of the space allocated adjoining neighbouring exhibitors have to be designed in a neutral way and must not have advertising promotional material above 2.50 meters. The technical guidelines can be downloaded via the exhibition homepage.

**Two-storey constructions are not allowed.**

### 4.4 Notice of approval

Build up may not commence until the exhibitor has received a copy bearing a notice of approval from Koelnmesse GmbH. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse GmbH has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse GmbH, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse GmbH to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse GmbH can, for this reason, also refuse to issue the notice of approval. You have been informed of the fact that in exceptional cases – at your request and on your account – the stand construction

documents must be submitted to the responsible authorities for scrutiny. Irrespective of official approvals of the stand, any objections made by Koelnmesse GmbH concerning the stand must be immediately responded to. In case of imminent danger, Koelnmesse GmbH is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

#### 4.5 Stand format

The following terms are used for the stand formats:

Terrace stand:	one side open
Corner stand:	two sides open
Two corner stand:	three sides open
Island stand:	four sides open.

Deviations from the requested stand format do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

#### 4.6 Build up and design of the stands

The stand must be constructed to comply with the confirmed stand format. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand area. Banners and company signs are not permitted to encroach into the aisles. Koelnmesse GmbH also offers a completely outfitted turn key stand system. Orders can be placed at [service-shop@exhibitor.koelnmesse.de](mailto:service-shop@exhibitor.koelnmesse.de) (Service Shop).

## 5 Exhibitor and work passes

### 5.1 Exhibitor passes

Each exhibitor receives free of charge and valid for the period from the first day on which build up begins to the final day of dismantling:

- Three passes for a stand up to 20 m<sup>2</sup>
- One pass for each additional 10 m<sup>2</sup> or part thereof up to a stand size of 100 m<sup>2</sup>
- One pass for each additional 20 m<sup>2</sup> or part thereof

The codes for your free exhibitor passes will be sent to you in a separate message from November 2022. Additional exhibitor passes for stand personnel can be ordered afterwards online on the ISM website (Participation and planning > For exhibitors > Service Portal > Exhibitor and stand construction passes - **from November 2022**) against payment.

### 5.2 Work passes

You will also receive free passes that allow people commissioned by you or who work on your behalf to access the fair grounds in order to build up or dismantle your stand. These passes are only valid up to the start and after the end of the event. They do not entitle their holders to enter the fair grounds during the event. The codes for your free work passes will be sent to you together with the codes for your free exhibitor passes from November 2022. Additional work passes can be ordered afterwards online on the ISM website (Participation and planning > For exhibitors > Service Portal > Exhibitor and stand construction passes - **from November 2022**) free of charge.

### 5.3 Exchange and return of passes

All passes are for specific individuals and are non-transferable. Exhibitor and work passes that were paid for but not used can be returned to Koelnmesse GmbH until the last day of the trade fair for a refund of the fee. Transferring a pass to a third party – whether sold or given free of charge – is not permitted and represents a severe violation of the Conditions of Participation, as stipulated by Item VI of the General Section of the Conditions of Participation.

## 6 Rules on selling

In view of the trade nature of the event, direct sales of exhibits or samples at the stands are not permitted. Furthermore, exhibits may not carry a price tag. This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse GmbH has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse

GmbH also has the right to immediately close the stands of any exhibitors who commit such violations.

Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

## 7 Marketing services (Marketing Package)

### 7.1 Scope of obligatory marketing services

Koelnmesse issues official trade fair media to accompany this event.

**The components of these media for main exhibitor, group organiser and group participant are as follows:**

- Entry in the alphabetical list of exhibitors in the fair catalog, the app and additional online trade fair media
- Ten product groups entries in the fair catalog
- Unlimited number of product group entries in the app and additional online trade fair media
- Unlimited number of trademark entries basic in the app and additional online trade fair media
- Set-up and provision of an online press comartment incl. a company profile, a company logo, three press releasess (Englisch/German), ten pictures and five documents
- Integrated leadtracking
- Networking participation incl. scheduling tool
- One product entry premium in the app and additional online trade fair media incl. product photo and product description

**The components of these media for co-exhibitors and other represented companies are as follows:**

- Entry in the alphabetical list of exhibitors in the catalog, in the app and additional online trade fair media
- Ten product group entries in the fair catalog
- Unlimited number of product groups in the app and additional online trade fair media
- Networking participation incl. scheduling tool

### 7.2 Costs for the obligatory marketing services (Marketing Package)

Use of the marketing services listed under Item 7.1 is mandatory for all represented companies, co-exhibitors and other represented companies and costs:

**Euro 1,140.00 per main exhibitor, group organiser and group participant**  
**Euro 350.00 per co-exhibitor and other represented companies**

Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

If an exhibitor still has not submitted an order to the official contractual partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on the respective registration. Where possible, applications and orders received later will also be included in the official fair media. If Koelnmesse GmbH receives orders and applications later than the editorial and advertising deadline, Koelnmesse GmbH shall accept no guarantee for provision of any marketing services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media, or claims for damages.

### 7.3 Special data protection provisions for lead tracking

Trade fair visitors can voluntarily register. Other terms may apply, particularly when visitors can only purchase certain types of tickets by registering. Koelnmesse GmbH forwards the personal data from registered visitors to third parties only if the visitors first agree to have their data used in this way.

Neither the exhibitor, nor Koelnmesse GmbH nor any other third party can require visitors to take part in lead tracking in the event app and so to pass on their personal data. The exhibitor is obliged to delete the personal data that it has received as a result of lead tracking in individual cases if it is requested to

do so by Koelnmesse GmbH or the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data. The exhibitor may only forward the personal data received as a result of lead tracking to third parties if and to the extent that the exhibitor has received express consent from the respective visitor. The exhibitor undertakes to use the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the exhibitor shall exempt Koelnmesse GmbH from all claims by third parties. Existing BSafe regulations still apply.

#### 7.4 Responsibility/release of Koelnmesse from liability

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which in turn shall be entitled to commission another company with concrete execution and with advertisements.

Advertisers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. With regard to Koelnmesse's liability, the regulations on liability contained in the general section of the Conditions of Participation apply.

Koelnmesse GmbH is not liable for damage to property and persons caused by the use of the event app for the lead tracking service unless it can be proved that Koelnmesse GmbH acted deliberately or with gross negligence. Liability is limited to foreseeable damages. Participants use the event app for the lead tracking service at their own risk. Although Koelnmesse strives to provide correct information, it does not guarantee the currentness, accuracy and completeness of the supplied information nor is it liable for such. Koelnmesse does not bear any responsibility for the service's technological availability. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. Maintenance, security and capacity-related issues as well as events over which Koelnmesse has no control (e.g. disturbances of the public communication networks, power outages, etc.) can lead to brief disruptions or a temporary suspension of the services. Koelnmesse does not guarantee that the web pages will be accessible at all times and that participants can call them up flawlessly and without encountering incorrect content or technical difficulties. Koelnmesse is not liable for incorrect information that is produced or disseminated by participants and/or third parties (including cooperation partners) and that is related to the ordering of admission tickets and catalog for trade fairs and exhibitions of the Koelnmesse Group on the Internet. Koelnmesse is especially not liable for e-mails or data entries that the system fails to accept and/or receive because they do not conform to the stipulations of these Conditions of Participation or to the website's technical requirements. Koelnmesse is not liable for the offers made by third parties, especially not if they related to the use of the lead tracking service. Koelnmesse does not guarantee that all links and references to external content that are found during the use of the lead tracking service are correct or complete.

## 8 Commercial property rights

**8.1** Koelnmesse GmbH does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense. If a final court decision has determined res judicata that an exhibitor in connection with one of the events of Koelnmesse GmbH has violated laws of the kind mentioned in paragraph 1, Koelnmesse GmbH is entitled to bar that exhibitor from the next event of this kind after the res judicata court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws regarding the protection of intellectual property or commercial property rights.

**8.2** You will find more detailed information in the No Copy! brochure.

## 9 Non-permissible advertising/ violations of the Conditions of Participation

In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, in particular the following advertising measures are forbidden:

- Exceeding the binding specified booth height
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse GmbH
- Advertising of an ideological or political nature. The exhibitor bears responsibility for the legality of competitions, raffles etc.

In the event of severe violations of the Conditions of Participation, Koelnmesse GmbH may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds – especially claims for damages – are excluded in these cases.

## 10 "Infoscout" – Information service for visitors

Your contact information as provided on Form 1.10 as well as your registered product groups will be made available at the information stands in the halls for interested visitors during the event. Furthermore, with the electronic information system "Infoscout" of Koelnmesse GmbH, you can publish vacancies for trade representatives. You can use Form Z.03 to specify this offer according to products, countries or regions. Exhibitors and visitors can use "Infoscout" free of charge.

## 11 Requirement for a written document

All declarations must be specified in writing.

## 12 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions. Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

## 13 General Section of the Conditions of Participation, Technical Guidelines

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.

## General Section of the Conditions of Participation

### I Registration

Registration can be carried out electronically or by post.

#### 1. Electronic registration process

By completely filling in the registration forms and clicking on the button "Submit binding application" on the website you declare your intention to participate in the event (Registration).

Immediately after the dispatch of your binding registration you receive an automatic confirmation of receipt at the e-mail address you have supplied. This confirmation of receipt simply documents the fact that your registration has been received by the organizer and does not give rise to a contract between you and the organizer.

By dispatching the registration, you acknowledge the General and the Special Sections of the Conditions of Participation and the Technical Guidelines as binding.

#### 2. Postal registration process (insofar as provided)

To indicate your intention to take part in the event, you must return to us a completely filled in and signed registration form (Registration). Alternatively you can scan the completed and signed participation documents and send them to us via e-mail to the e-mail-address given in the registration form. A digital signature can also be provided instead of the scanned signature.

By signing and returning the registration form, you acknowledge that the General and the Special Sections of the Conditions of Participation and the Technical Guidelines as binding.

3. You can download the Conditions of Participation from the event homepage or from the Service Shop. You also have the option of requesting the Technical Guidelines in printed form at any time.
4. The registration is binding on you as of its delivery to Koelnmesse. It cannot be subject to provisos or reservations; in particular requests for specific stand locations do not constitute a condition for participation.
5. The registration can only be revoked prior to your receipt of the acceptance / stand area confirmation when this is permitted by the Special Section of the Conditions of Participation. In this case, you have to pay a fee as stipulated in the Special Section of the Conditions of Participation.

### II Acceptance

1. The organizer decides on your participation on the basis of the stipulations valid for all of the participants in the event (acceptance/stand area confirmation).

There are no legal claims to be admitted. In the event that the organizer receives more registrations corresponding to the admission requirements prior to the deadline for submission of registrations than there is available exhibition space, the organizer will decide which applications for registration are approved according to the organizer's reasonable discretion.

If you have previously failed to fulfil your financial obligations to the organizer or have not fulfilled them punctually, your company can be excluded from acceptance.

2. The contract comes into force with the confirmation of acceptance/stand area confirmation, both of which are valid without signature.

#### 3. Validity of the acceptance

The acceptance/stand area confirmation only applies to the respective event, the company registered and named in the acceptance and the products and services registered. Products and services that do not correspond to the Index of Goods may not be exhibited or offered.

The assignment of a stand area is carried out by the organizer in accordance with the exhibition topic area within the event to which the products you have registered belong.

Exhibitors do not have a right to have a stand area assigned to them of a particular shape, in a particular hall or a specific area within a hall. The exhibitor can specify a minimum and a maximum stand area during registration. Any acceptance by Koelnmesse that is within the specified size range is according to contract. Deviations from the average value of the specified desired sizes of up to 20% are also according to contract. An agreement is necessary in the case of greater deviations outside the desired size. This agreement is granted at the latest with the payment of the participation price.

The organizer is entitled to revoke the acceptance if it was granted on the basis of incorrect statements or if the participant subsequently fails to meet the conditions for acceptance.

#### 4. Change after acceptance

The organizer is entitled to relocate or close entrances and exits, and to make structural changes to the trade fair halls for good cause (e.g. fire, fire protection, other hazard prevention) and taking into account your legitimate interests after acceptance without you deriving any rights from such changes.

In individual cases with good cause and taking into account your legitimate interests, the organizer is furthermore entitled to subsequently assign a different stand area to the one already allocated in the acceptance and to change the size and dimensions of the stand area. If the size of the stand area is reduced, the difference in the participation fee will be refunded to you.

In the event that the date or location of the event has to be changed due to good cause and this change can reasonably be demanded of you then the corresponding changes must be accepted; the acceptance/stand area confirmation is replaced by the organizer's corresponding notification of the changes. A change of location means a change to a location outside the exhibition centre.

You will immediately be notified should the stand area not be available for reasons beyond the organizer's control. In this case, you have the right to receive a refund of the participation fee.

In such cases, there is no entitlement to claim damages that go beyond this refund.

#### 5. Rights of withdrawal

The organizer may withdraw from the contract if there is good cause. Such good cause is particularly the case if an application has been submitted to initiate insolvency proceedings or if such an application has been rejected due to a lack of assets. You must notify the organizer immediately if this is the case.

It is no longer possible for the exhibitor to withdraw a registration after the acceptance/stand area confirmation has been received.

As an exhibitor, you bear the sole risk for the following complications: products that are planned for the presentation cannot be imported as a result of the legal regulations valid at the event location or for other reasons; products arrive at the event location late, damaged or not at all (e.g. because they have become lost or are affected by transport or customs delays); you, your staff, your stand personnel or the personnel charged with the construction of your stand are delayed or prevented from arriving at the event location, e.g. due to the refusal of a visa. You remain obligated to pay any and all costs that have been agreed upon.

The organizer can consent to a request for release from the contract by way of exception if the stand area made available can be assigned to a third party in return for payment. Unless specified otherwise in the Special Section of the Conditions of Participation, the organizer is then authorized to demand a flat-rate amount of 25% of the participation fee for the costs incurred without further evidence. If the stand area cannot be transferred to a third party for a fee, the contract remains

in force and the participation fee must be paid in full. The occupation of the stand area that is no longer reserved by another participant who has already been admitted to the event and assigned a stand area is not considered to be a rental to a third party against payment, as two areas were merely exchanged.

If the Special Section of the Conditions of Participation stipulate that you must purchase a Marketing Package, the specified price has to be paid in the event that you withdraw from the contract and the admission ticket vouchers have been provided. This does not affect your liability for catalogue fees, stand construction fees or other costs, particularly if they involve services from third parties or have arisen due to services that have already been provided.

You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the fee charged.

The co-exhibitor fee must be paid in full in the event a company that has been accepted as a co-exhibitor does not participate.

### III Construction, design and operation of the stands

1. As an exhibitor, you are responsible for ensuring that your trade fair participation, and especially the construction and design of your stand, comply with all the legal standards valid in the Federal Republic of Germany as well as the regulations of these conditions and the Special Section of the Conditions of Participation and the Technical Guidelines including any hygiene regulations. This also applies to the persons working on behalf of the exhibitor, who must be supervised to ensure that they adhere to the stipulations.

2. Additional regulations, especially those of an event-related nature, can be found in the Special Section of the Conditions of Participation and in the Technical Guidelines.

3. Any additional technical services that may be required, in particular the installation of electricity, water and safety measures, the hiring of local personnel, etc., can be ordered from the Service Shop of Koelnmesse GmbH and are invoiced separately. Orders placed by third parties (in particular by stand construction companies) in connection with the construction, furnishing and design of your stand area are considered to have been commissioned by the exhibitor and at the exhibitor's expense.

4. The registered and authorized products must be on display at the stands for the entire duration of the event. Stand personnel must also be in attendance throughout this entire time. Clearing the trade fair stand before the official end of the event represents a serious breach of these Conditions of Participation and entitles the organizer to pursue claims for damages and to exclude your company from future participation in events of the Koelnmesse Group.

5. Products and services may only be presented within the stand area listed in the acceptance/stand area confirmation. You may not distribute products, flyers and other advertising materials in other areas of the exhibition centre without first receiving the organizer's written permission.

6. The legal stipulations of the Federal Republic of Germany need to be complied with during the presentation and sale of products and services. Products that are not intended to be offered or are not approved for sale worldwide must bear a corresponding note or a country-specific label.

7. The organizer can require that you remove products that do not correspond to the Index of Goods, the presentation of which would not comply with legal stipulations of the Federal Republic of Germany or that may cause a significant interference with the operation of the trade fair or give rise to a hazard to the safety of exhibitors and visitors due to smells, noises or any other emissions or due to their appearance.

### IV Participation fee and other costs/Terms of payment

1. The participation fee for the standardized event services covers the rental of the stand area for the entire duration of the event and the construction and dismantling periods stipulated in the Special Section of the Conditions of Participation; a specific number of exhibitor and work passes; the use of technical and service facilities at the exhibition centre; general hall security; cleaning of the generally accessible hall areas; general hall lighting; and advice on organization, advertising and public relations work for your participation.

In addition, the participation fee includes services provided by the organizer as part of the general visitor marketing activities. At the organizer's discretion, these activities especially include a selection of the following services: Placing of advertisements, direct marketing measures (e.g. publication and dispatch of newsletters and other information to potential visitors by mail, fax, or other means of electronic transmission), provision of an online ticket shop, and event-related Internet domains. The standardized event services also include the provision and supply of energy covered by the flat-rate energy fee; in this respect, please note the corresponding regulations of the Special Section of the Conditions of Participation.

The event services also encompass the inclusion in the list of exhibitors. This is obligatory for each exhibitor, co-exhibitor, group participant and additionally represented company. Please note the corresponding regulations of the Special Section of the Conditions of Participation.

2. The participation fee does not include the provision of stand partition walls or other special construction elements.

3. The amount of the participation fee and other costs will be calculated on the basis of the dimensions of the allocated stand area and according to the rates specified in the Special Section of the Conditions of Participation. Projections, pillars, installation connections and other fixed objects are not taken into account in the calculation of the allocated floor area, which is deemed to be in accordance with the contract.

4. In the case of two-storey exhibition stands the participation fee for the stand area of the upper storey approved after technical inspection is governed by the regulations in the Special Section of the Conditions of Participation.

5. After your acceptance you will receive an invoice for the participation fee and other costs; the invoice amount is due immediately on receipt of the invoice. This also applies to all amounts that must be paid within the framework of the contractual relationship, and, in particular, to invoices, as stipulated by Item I, Paragraph 5 and Item II, Paragraph 5 of these conditions.

6. All prices are net fixed prices plus any value added tax and comparable taxes of the event location that may be payable. Please note the regulations for VAT refunds listed in the Special Section of the Conditions of Participation.

7. The organizer shall have the right to increase the various prices to cover the higher costs in the event of an increase in its own production costs as a result of increased costs for manufacturing, procurement and labour as well as energy costs, fees, taxes and other public duties at the event location. The greatest amount that each individual price can rise is limited to 5% if more than 9 months have passed between the time the contract is concluded and the date the event is held, 7.5% if more than 18 months have passed and 10% if more than 24 months have passed.

8. All liabilities must be settled on time in order for you to occupy the reserved stand area.

9. Failure to execute payment on time will result in interest being charged of 9 percentage points above the base rate according to Section 288 of the Civil Code of the Federal Republic of Germany. The organizer is entitled to claim any higher damages it may have suffered. Compensation for damages does not apply or is reduced if you can prove that the organizer has incurred less or no damage as a result of the failure to pay on the due date.

Should settlement of the invoice not be effected by the deadline or not be effected in full, the organizer is, in addition, entitled to terminate the contract with you and to otherwise dispose of the stand area.

10. A right of lien in the organizer's favour arising from the organizer's claim in regard to the provision of the stand area attaches to the objects brought to the exhibition centre by you.

11. The exhibitor agrees to an electronic invoicing process. The dispatch of the invoice is carried out electronically via e-mail to the e-mail address supplied by the exhibitor or by post as a paper invoice at the discretion of the organizer. The exhibitor must immediately notify the organizer of any changes to its e-mail address.

12. Any services that have been provided by the organizer will be invoiced in euros. You are obligated to pay the amount shown on the invoice in the currency shown on the invoice ("billing currency"). If the organizer should be prepared, as a courtesy, to accept settlement of the invoice in a currency other than the billing currency in individual cases, without being under any obligation to do so, the exchange rate of such payment must be based on the official buying rate of the billing currency on the date the payment is received. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are, therefore, at your expense.

13. Should the exhibitor have any complaints about the invoice, they must be submitted in writing or in the case of electronic invoicing also via e-mail immediately or at the latest within two weeks of receipt. Subsequent objections cannot be considered. A processing fee of €100.00 will be charged for every change to an invoice after your receipt of the invoice that is made exclusively at your request and without an error on the part of Koelnmesse GmbH being present.

14. Any projections, pillars, installation connections and other fixed objects in the stand area provided do not entitle you to any reduction in the participation fee or other costs.

15. In the event of the organizer not being able to fulfil the contract in whole or in part, you have a claim to a proportional reimbursement of any payments you have made. Further claims are in accordance with the regulations in Items VII and VIII of these Conditions of Participation. This does not affect the regulation under Item XI of these Conditions of Participation.

16. You can only exercise a right of withholding or set-off against the receivables arising from the contractual relations insofar as your claims are undisputed or have been determined *res judicata*. Claims on the grounds of unjust enrichment (Section 812 of the German Civil Code) remain unaffected.

17. In the event that an invoice is sent to a third party at the request of the exhibitor, this does not constitute any waiver of the right to claim the account receivable from the exhibitor. You remain obligated to pay until such time as the account receivable has been settled in full.

## **V Co-exhibitors, additionally represented companies, group participations**

1. Stand areas can only be rented in their entirety and only to one contracting party. You, as an exhibitor, may not relocate, exchange, share or otherwise make available the stand area that was reserved for you to another party in whole or in part without the organizer's prior permission.

2. The use of the stand area by multiple companies is only permissible when the stipulations of the Special Section of the Conditions of Participation permit the participation of co-exhibitors and/or additionally represented companies.

3. A special application must be approved by the organizer before another company (co-exhibitor) can use the stand area to exhibit its own products with its own staff. This also applies to companies that are represented at the trade fair by their own products, but not by their own staff (additionally represented companies). Companies within a corporate group and subsidiaries count as co-exhibitors.

The organizer has the right to require you, as the exhibitor to pay a participation fee and other costs for co-exhibitors. The organizer also has the right to limit the number of co-exhibitors for each exhibitor. In addition, the preconditions specified in Item II of these Conditions of Participation apply for the admission of co-exhibitors and additionally represented companies. These companies are subject to the Conditions of Participation – General and Special Sections as well as to the technical guidelines.

If you have a co-exhibitor or additionally represented company exhibit at your stand without first obtaining the organizer's explicit permission, the organizer has the right to cancel the contract with you without prior notice and to have your stand area cleared at your risk and expense. No claims of any kind can be made against the organizer in this case, especially no claims for damages.

After acceptance contractual relationships also exist exclusively between the organizer and the exhibitor, who is responsible for the culpability of its co-exhibitors/additionally represented companies as for its own culpability.

4. When multiple companies wish to participate in the event together on one stand area – a group participation – the General Section and the Special Section of the Conditions of Participation and the Technical Guidelines are binding for every individual company. The registration is carried out by the group organizer, who is responsible for ensuring that the group participants adhere to the Conditions of Participation. After acceptance/stand area confirmation contractual relationships exist exclusively between the group organizer and the organizer. Exceptions exist in the case of individual orders by the group participants of services in their own name and on their own account; these are only permissible on site during the period from the first day of stand construction to the last day of the event in question.

5. If a stand area is jointly assigned to two or more companies, they are jointly and severally liable to the organizer.

## **VI Domiciliary rights**

1. The organizer exercises domiciliary rights throughout the exhibition centre.

2. The organizer is entitled to have exhibits removed from a stand if their display violates applicable laws, or is morally offensive or not in keeping with the exhibition programme. Advertising of an political or ideological nature is prohibited. In the event of serious offences against the Conditions of Participation, the Technical Guidelines or the legal stipulations, the organizer is entitled to close your stand or have it vacated.

3. The house and ground regulations for the Cologne exhibition centre apply in their currently valid version.

## **VII Liability for defects**

The limitation period for liability for defects in deliveries of newly manufactured articles is 1 year. Liability for defects in used articles is excluded. A claim does not arise when the damage is as a result of normal wear and tear, force majeure, incorrect or negligent operation, excessive use, or the failure to observe legal requirements or instructions for operation.

## **VIII Liability/indemnity**

1. The organizer is liable without limit for claims, irrespective of their legal grounds, of intent or gross negligence. The organizer is only liable for simple negligence insofar as essential contractual obligations have been breached, and any such liability is limited to foreseeable damage typical of the contract. Essential contractual obligations shall pertain only to those contractual obligations which are indispensable for the performance of the contract and on the fulfilment of which the exhibitor may rely. Otherwise the organizer's liability for damages is excluded.

The aforementioned limitations and/or exclusions of liability do not apply to a legally mandatory specified strict liability (e.g. arising from the Product Liability Act) or the liability from the acceptance of a guarantee or in the case of loss of life, bodily injury or impaired health.

Insofar as the liability is limited or excluded by the aforementioned regulations, this also applies to the liability of the bodies, employees, legal representatives and vicarious agents and officers of the organizer (also with regard to their respective personal liabilities).

2. A strict guarantee liability on the grounds of initial defects of the area provided is excluded.
3. A reduction of the fee due to material defects shall only be considered if the organizer has been notified in writing during the term of the contract of the intention to reduce the fee. Claims to reduction and/or rights of retention of the exhibitor can only be asserted insofar as they are based on legally determined or uncontested claims. Exhibitor's claims for repayment according to Section 812 of the German Civil Code remain unaffected.
4. If and to the extent that the organizer provides water, district heating, gas and electricity from the supply networks of utility companies, the exhibitor shall not assert any further claims for damages in the case of liability on the part of the organizer in the event of service disruptions than those to which the organizer is entitled under the relevant provisions vis-à-vis the respective utility company. The exhibitor shall immediately notify the organizer and directly notify the utility company supplying the service of any damage in writing.
5. If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to reschedule the event, shorten or extend it due to force majeure, or for other reasons beyond its control, then the exhibitor is not entitled to any rights, in particular, to claims for damages against the organizer.
6. Liability continues to be subject to the legal burden of proof rules, which are unaffected by this clause.
7. The organizer does not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are the property of the stand personnel. Therefore the organizer does not assume any liability for the loss of objects, equipment, structures and other valuables brought in by exhibitors and third parties, unless Koelnmesse has assumed custody for a fee. The possibility of hiring hall and stand security personnel for a fee is expressly pointed out.

The organizer transfers the general surveillance of the trade fair halls and the outdoor areas, the oversight of the exterior grounds, and the checks at the entrances to security agencies and their uniformed guards and non-uniformed personnel.

Every visitor and exhibitor in the trade fair halls must be in possession of a valid admission ticket or exhibitor pass and show it to the aforementioned security personnel upon request. The exhibitor will notify those service providers it has commissioned that they will require an admission ticket (e. g. a constructor's ticket). The surveillance and security of individual stands or parts of stands is not included in this general oversight.

8. In the event of contracts that provide for the procurement of certain items, then, unless otherwise expressly agreed in individual cases, the organizer does not assume the risk of procurement.
9. The organizer does not conclude specific insurance for the stand and the items located at the stand. The organizer recommends that the exhibitor insure its participation risk against the normal insurable risks such as fire, burglary, simple theft, damage, water damage etc. including the risks of transport to and from the event itself and at its own expense and that it ensure adequate insurance cover for the construction, trade fair, and dismantling periods including the periods of transport to and from the event.

All cases of theft and damage must be immediately reported to the police, the organizer and the insurance company at Messewache Ost (Security Office East) at Entrance East and thereafter notified in writing.

Stand security personnel may only be hired from the security companies commissioned by the organizer.

10. The exhibitors are also responsible for compliance with all laws, guidelines and other regulations applicable in the Federal Republic of Germany if the content of the organizer's Conditions of Participation deviate from such regulations. They are obligated to inform themselves in good time and comprehensively about the relevant regulations at the event location and to obtain the necessary knowledge.

The organizer is not obligated to provide any notification or information in this regard.

11. As an exhibitor, you are liable to the organizer and third parties for any damage that you, your personnel, your employees or third parties commissioned by you or other third parties that you use to fulfil your obligations culpably inflict on the organizer or third parties. You shall indemnify the organizer in this respect from all claims of third parties. The Technical Guidelines as well as the information contained in the organizer's circulars on questions concerning the preparation and implementation of the event must be strictly observed.
12. The exhibitor shall irrevocably indemnify the organizer from all claims by third parties insofar as these are based on the exhibitor's presentation, the design of the exhibitor's stand, the products presented at the exhibitor's stand, or the intellectual content of these products violating the rights of third parties (in particular, but without being limited to, copyrights, the rights to names and images, trademark rights, competition rights and personal rights) or other statutory provisions. This indemnity obligation encompasses all of the associated costs and expenses (in particular, but without being limited to, warning and legal costs as well as court fees).

## **IX Assertion of claims/period of limitation**

1. Claims against the organizer that are discernible to the exhibitor – of whatever type – must be submitted to the organizer in writing immediately, normally during the course of the event. The date on which the organizer receives the claim will be the sole criterion for determining if it has been received by the deadline. Claims which are received at a later date cannot be considered. This also applies to claims that would have been discernible with due diligence.
2. Claims against the organizer arising from the contractual relationship as well as all other claims relating thereto, shall become statute-barred after 6 months. The limitation period shall commence at the end of the month, in which the closing date of the event falls.

This does not apply to damage claims resulting from (i) loss of life, bodily injury or impaired health, (ii) Germany's Product Liability Act, (iii) essential contractual obligations and (iv) damages caused by the organizer's grossly negligent or intentional actions. The statutory periods of limitation apply in such cases.

## **X Place of performance/place of jurisdiction/valid law**

1. The place of performance is the seat of the organizer. The place of jurisdiction is Cologne, provided you are a merchant, a legal person governed by public law, or a special asset regulated by public law. This also applies to processes relating to documents, notes, and cheques. The organizer may also at its discretion assert claims at the court of the city in which you have your registered seat or your branch office.
2. All legal relationships between you and the organizer are subject to Federal German Law and the German text is authoritative.

## **XI Reservations / force majeure, cancellation of the event**

1. The organizer shall have the right to reschedule, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, in part or in whole, insofar as such an action is required due to compelling reasons for which it is not responsible or unforeseen events such as force majeure, natural disasters, wars, strikes, terrorist attacks or the large-scale breakdown or obstruction of traffic, supply and/or communication links, epidemics or pandemics. The organizer shall immediately notify the exhibitor of such circumstances, provided it is not also prevented from doing so by force majeure. In such cases, the exhibitor has no claim to recompense for the resulting damages.
2. In case the event is cancelled as a result of one of the cases mentioned in Item XI Paragraph 1, the exhibitor is obligated to cover the costs of the services already provided to the exhibitor if the organizer requests it to do so.
3. Cases of force majeure that prevent the organizer or its service partners from fulfilling some or all of their obligations release the organizer from its obligations until the force majeure ceases. The organizer shall immediately notify the exhibitor of such circumstances, provided the organizer is not prevented from doing so by force majeure as well. Strikes, lockouts, regulatory intervention and the impossibility of providing auxiliary materials such as electricity in sufficient amount are considered to be the equivalent of force majeure, unless they are of short duration or caused by the organizer.

## **XII Final provisions**

1. Only those stipulations in Item I Paragraph 1 respectively Paragraph 2 apply to the contractual relationship. Divergent or supplementary terms from the exhibitor do not become part of the contract even if the organizer does not specifically object to them. This applies especially to diverging conditions of payment.
2. Should some of the provisions be invalid or incomplete, the validity of the remaining provisions and the contract shall not be affected. In this case, the parties to the contract undertake to replace the invalid provision or to fill the gap with a provision that comes closest to fulfilling the economic purpose being pursued by the parties to this contract.
3. Any amendments to the contract must be in text form. The same shall also apply to any amendment or cancellation of the text-form clause itself.

Status: November 2020