

## Essential Information in brief

Please refer to the enclosed exhibiting conditions



LivingInteriors®  
The event for bathrooms, flooring,  
wallcoverings, lighting  
Cologne, 16th – 22th January 2012

### The registration documents include

Essential information

The forms:

- 1.10 Registration for main exhibitor\*
- 1.11 Enclosure to the registration for main exhibitor
- 1.20 Application for co-exhibitors\*
- 1.21 Application for additional represented companies\*
- 1.30 List of Products

The Koelnmesse Media Package

Conditions of Participation Special Section

Conditions of Participation General Section

**\*Must be returned**

### 1 Opening times

For visitors:

Monday, 16th to Saturday, 21st January 2012, daily from 9:00 a.m. to 6:00 p.m.

Sunday, 22th January 2012, from 9:00 a.m. to 5:00 p.m.

From Friday, 20th January 2012, 2:00 p.m. to Sunday, 22th January 2012, the event will also be open to the general public.

For exhibitors:

Monday, 16th to Saturday, 21st January 2012, daily from 8:00 a.m. to 7:00 p.m.

Sunday, 22th January 2012, from 8:00 a.m. to 6:00 p.m.

### 2 Registration

**Form 1.10** must be submitted by each main exhibitor. Please fill out the registration form completely, stamp it with your company seal, and have a responsible person sign it. The registration is only valid when accompanied by the list of products on **Form 1.30**. Co-exhibitors\* or additionally represented companies\* are required to register using **Form 1.20/1.21**. A separate list of products – **Form 1.30** – must be filled in for each of these companies.

\*see Item V of the General Section of the Conditions of Participation

### 3 Participation fees

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

The participation fee (plus VAT) is:

if you register by 30th June 2011	150.00 EUR/m <sup>2</sup>
if you register on or after 1st July 2011	170.00 EUR/m <sup>2</sup>

In addition, a flat-rate energy fee\* of 8.00 EUR per m<sup>2</sup> and an AUMA fee\* of 0.60 EUR per m<sup>2</sup> will be charged, plus a flat-rate fee for exhibitor services\*.

All prices are net prices and do not include VAT.

**The rental fee for stand area does not include the cost for any constructions.**

\*see Item 3 of the Special Section of the Conditions of Participation

### 4 VAT refunds

Foreign exhibitors (proprietors) may receive a refund of the VAT paid as long as they fulfil the legal requirements. To apply for your refund, please use the VAT refund service offered by Koelnmesse in conjunction with our partner G-VAT. (For information and to order this service, go to the Koelnmesse Service Portal: Marketing Services — VAT refund).

### 5 Turnkey stands

Tel. +49 221 821-2047

Be sure to take advantage of our offer and rent a turnkey stand.

These stands are available in a variety of designs.

You will receive the corresponding offers from us in a separate mailing.

### 6 Construction times

**Start of construction period: Monday, 2nd January 2012, 8:00 a.m.**

**End of construction period: Sunday, 15th January 2012, 6:00 p.m.**

New: Koelnmesse can authorize an earlier start of construction; a fee of 300.00 EUR per day is charged for the extension of the construction period. You will find further information at [www.livinginteriors-cologne.com](http://www.livinginteriors-cologne.com) and [www.imm-cologne.com](http://www.imm-cologne.com).

### 7 Dismantling times

**Start of dismantling period: 5:00 p.m. on Sunday, 22nd January 2012**

**End of dismantling period: 6:00 p.m. on Wednesday, 25th January 2012**

### 8 Space allocation

Space will be allocated **from** July 2011 after your application has been accepted.

### 9 Technical guidelines / services

You may download the Technical Guidelines from the trade fair website or from [www.koelnmesse-service-portal.de](http://www.koelnmesse-service-portal.de). You also have the option of requesting the Technical Guidelines in printed form or on CD-ROM. Our entire range of services can be ordered online at the Koelnmesse Service Portal. You will receive your log-in data in a separate letter with your stand confirmation.

## 10 Structure height / special features

Depending on the hall architecture, the maximum permissible stand height is 4.50 m. This is also the maximum permissible height for all company and product signs and all types of advertising. (Some restrictions apply at the sides of some halls in the passages. Please contact Koelnmesse for further information.)

**New:** The stand must be constructed in a way that makes it as transparent as possible from all sides bordering on aisles – long, enclosed stand designs are not permitted.

If your stand deviates from the construction guidelines in any way or you are planning to have special constructions, please submit your plans to Koelnmesse (Exhibition Technology Department) in duplicate for perusal no later than six weeks prior to the beginning of the event. In addition, lighting equipment may be suspended from the hall ceiling. Please note that for any objects hanging from the hall ceiling, neither the lighting equipment nor its mounts may be connected to the stand construction.

## 11 Scaled drawings

Scaled drawings and floor plans will be sent together with the space confirmation.

## 12 Cancellation / non-participation

After receipt of the signed space application and allocation of space a binding agreement to participate exists. In the event of cancellation or non-participation 25 % of the space rental will be charged if the space can be relet. The full space rental will be charged if the space is not relet.

## 13 Invoice

You will receive the space rental invoice **around** September 2011 together with your free exhibitor and workman passes.

## 14 Exhibitor passes

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

- 2 passes for a stand up to 12 m<sup>2</sup> size
- 4 passes for a stand up to 20 m<sup>2</sup> size
- One additional 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 further unit or part unit of 20 m<sup>2</sup>

## 15 Workmen's passes

You will receive free work passes corresponding to your company's rented stand area. These passes allow **your company's** personnel access to the fair grounds during the construction and dismantling periods. Working passes for authorised stand construction staff who **do not belong to your company** can be obtained on request.

## 16 Media Package

The Media Package is the comprehensive and attention-getting solution for all phases of your trade fair communication. The efficient combination of online, print and mobile marketing maximises the visibility of your messages.

Each participating company, co-exhibitor and additionally represented company must be listed in all of the directories of the Media Package. A fee of 299.00 EUR is charged for this service.

Once you have registered you will receive a brochure containing all the order forms for the Media Package from our official contract partner A. Sutter Fair Business GmbH.

Please note: The editorial and advertising deadline is 1st October 2011. The printed catalogue will be published about two weeks before the fair begins.

## 17 Koelnmesse local representatives

Koelnmesse has local representatives in more than 80 countries from whom you can obtain advice and assistance. You can find a list on our webpage [www.koelnmesse.de](http://www.koelnmesse.de).

## 18 Ban on direct sales

Exhibits may not carry a price tag, and sales to end-consumers are not permitted. Violations will result in stand closures and fines.

## 19 Clearing the stand before the specified time is forbidden

Clearing the trade fair stand before the official end of the event represents a serious breach of the Conditions of Participation and will result in a fine.

Please send to:

Koelnmesse GmbH  
Postfach 21 07 60  
50532 Köln  
Germany  
Fax +49 221 821-3280



16.-22.01.2012

Customer number:

0 9 6 0

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Main exhibitor:

## Registration for Main Exhibitor

List of Products (Form 1.30) must be filled in for registration to be valid

1.10

### 1 Main Exhibitor

#### 1.1 Address:

Company Name (give particulars of legal status such as "Limited, Corporation" etc.):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Street:

\_\_\_\_\_

P.O.Box:

\_\_\_\_\_

Postal Code / City:

\_\_\_\_\_

Country:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Fax:

\_\_\_\_\_

E-Mail\*:

\_\_\_\_\_

Internet\*:

\*required for the online catalogue

Proprietor / Managing Director: (please give first and last name)

\_\_\_\_\_

Correspondence language:

german  english

Register first letter of company name:

\_\_\_\_\_

Contact person for the exhibition is:

Mr/Mrs:

\_\_\_\_\_

Position:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Fax:

\_\_\_\_\_

E-Mail:

\_\_\_\_\_

#### 1.2 We are:

Manufacturers  Marketing company  
 Importer  Association/Organization

Member of the following trade associations (exact details):

\_\_\_\_\_

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

Company:

\_\_\_\_\_

\_\_\_\_\_

Street:

\_\_\_\_\_

Postcode/Town:

\_\_\_\_\_

Country:

\_\_\_\_\_

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

(Required information for companies from EU countries)

\_\_\_\_\_

### 2 Desired stand (allocation as far as possible)

#### 2.1 In accordance with the Conditions of Participation, we hereby order the following stand area.

The participation fee is:

if you register by 30th June 2011\* 150.00 EUR/m<sup>2</sup>

if you register on or after 1st July 2011 170.00 EUR/m<sup>2</sup>

plus proportional energy fee of 8.00 EUR/m<sup>2</sup>

plus AUMA fee 0.60 EUR/m<sup>2</sup>

plus down payment for services

plus VAT

\*Date on which Koelnmesse GmbH receives the registration

Space in total m<sup>2</sup>

Frontal Width in meters min max

Depth in meters min max

We prefer a:  terrace stand  corner stand  
 two-corner stand  island stand

### 3 Exhibits

**The List of Products must be filled in for your registration to be valid.**

Please check your products/services on the enclosed List of Products. Please note that only those products/services registered with the List of Products may be exhibited at the fair.

#### Please note:

The event organizer will use and proceed the information provided in this form within the framework of the fulfilment of contractual duties via an automated procedure that takes the regulations stipulated under the Federal Data Protection Law of the Federal Republic of Germany into account.

**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.**

Please send to:

Koelnmesse GmbH  
 Postfach 210760  
 50532 Köln  
 Germany  
 Fax +49 221 821-3280



16.-22.01.2012

Customer number:

0 9 6 0

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Main exhibitor:

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**Enclosure to the registration  
 for Main Exhibitor**

Invoice address/Address for correspondence

1.11

**1. Invoice address – if different from Main Exhibitor**

If **invoice** should be charged to address other than the one of the Main Exhibitor please enter below:

Company/Name:

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Contact Person:

Street:

Postal Code/City:

Country:

Phone:

Fax:

E-Mail:

Correspondence language:

german     english

**Please note:**

The registered company will be obliged to settle the invoice if the recipient of the invoice fails to effect payment.

**2. Address for correspondence – if different from Main Exhibitor**

If **correspondence** should be sent to address other than the one of the Main Exhibitor please enter below:

Company/Name:

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Contact Person:

Street:

Postal Code/City:

Country:

Phone:

Fax:

E-Mail:

Correspondence language:

german     english

**Please note:**

The event organizer will use and proceed the information provided in this form within the framework of the fulfilment of contractual duties via an automated procedure that takes the regulations stipulated under the Federal Data Protection Law of the Federal Republic of Germany into account.

Please send to:  
 Koelnmesse GmbH  
 Postfach 210760  
 50532 Köln  
 Germany  
 Fax +49 221 821-3280



16.-22.01.2012

Customer number:

0	9	6	0
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Main exhibitor:

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## Application for Co-exhibitors\*

List of Goods (Form 1.30) must be filled in for registration to be valid

**1.20**

**We hereby register companies represented by us or additional exhibitors on our stand according to the Conditions of Participation.**

If you need to register more than one additional companies, please photocopy the blank form first.

Company Name (give particulars of legal status such as "Limited, Corporation" etc.):

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Contact person:

E-mail

Contact person:

Street:

Postal Code /

City:

P.O.Box:

Postal Code /

City:

Country:

general Phone:

general Fax:

general E-mail\*\*:

Internet\*\*:

Turnover tax ID number (VAT):

(Required information for companies from EU countries)

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The company is exhibiting items from the following product groups (please enter the number codes from the List of Goods):

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**Please provide a separate list of exhibits (Form 1.30) for each co-exhibitor that you register.**

### \* Explanation "Co-exhibitors":

Co-exhibitors are companies with their own products **and** their own personnel that use the stand area of a main exhibitor. Companies within groups and subsidiaries count as co-exhibitors.

### Please note:

The event organizer will use and proceed the information provided in this form within the framework of the fulfilment of contractual duties via an automated procedure that takes the regulations stipulated under the Federal Data Protection Law of the Federal Republic of Germany into account.

Date, Place, Stamp, Legally binding signature of the main exhibitor

Please send to:  
 Koelnmesse GmbH  
 Postfach 21 07 60  
 50532 Köln  
 Germany  
 Fax +49 221 821-3280



16.-22.01.2012

Customer number:

0	9	6	0
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Main exhibitor:

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## Application for Additional represented companies\*

List of Goods (Form 1.30) must be filled in for registration to be valid

**1.21**

**In accordance with Item V of the General Section of the Conditions of Participation, we hereby register the following additionally represented companies at our stand:**

If you need to register more than one additional companies, please photocopy the blank form first.

Company Name (give particulars of legal status such as "Limited, Corporation" etc.):

---



---

Contact person:

E-mail

Contact person:

Street:

Postal Code /

City:

P.O.Box:

Postal Code /

City:

Country:

general Phone:

general Fax:

general E-mail\*\*:

Internet\*\*:

Turnover tax ID number (VAT):

(Required information for companies from EU countries)

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The company is exhibiting items from the following product groups (please enter the number codes from the List of Goods):

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Please provide a separate list of exhibits (Form 1.30) for each additional represented company that you register.

**\* Explanation "Additional represented companies":**

Additionally represented companies are companies that have products at the stand but none of their own staff.

**Please note:**

The event organizer will use and proceed the information provided in this form within the framework of the fulfilment of contractual duties via an automated procedure that takes the regulations stipulated under the Federal Data Protection Law of the Federal Republic of Germany into account.

## A package for many contacts

### The Koelnmesse Media Package

You can arrange to have your company benefit from a new dimension in cross-media trade fair communication. Koelnmesse's media package provides you with an individual mix of print, online and mobile advertising materials, which you can use to efficiently reach customers and interested parties. Take advantage of this marketing tool and draw attention to your trade fair presentation before, during and after the event. With the Koelnmesse Media Package you can make new contacts and strengthen existing ones on a long-term basis.

#### How you benefit:

The Media Package is automatically part of your trade fair registration. This ensures maximum effectiveness and time savings when you're making contacts.

#### How to order your Media Package:

You will receive a brochure containing all the order forms for the Media Package from our official contract partner **A. Sutter Fair Business** in combination with the trade fair registration forms. Here you'll also find information about additional advertising possibilities in our trade fair media.

**Turn the page for information about all the services and contents of the Media Package!**

# 3 contact stages for your trade fair success

## 1 Print Catalogue

Print Entry  
Product Group Entry

## 2 Online Catalogue

Online Exhibitor Entry  
Online Schedule Planer  
Online Matchmaking  
Online Route Planner

## 3 Mobile Catalogue

Mobile Exhibitor Entry  
Mobile Navigator

### 1 Print Catalogue

The Print Catalogue is both a reference work and a sector directory that will enable visitors to contact you directly. The Media Package includes your company's entry in the alphabetical list of exhibitors, as well as two entries in the product group list. These services ensure that your company will continue to be in the spotlight long after the fair has ended. They also make it easy for you to stay in touch with customers and visitors.

### 2 Online Catalogue

The Online Catalogue includes all the online services your company will need for successful communication:

- The expanded search function allows visitors to view all of your exhibitor entries clearly with just one click. It also enables a search for products and hall locations.
- With the integrated Online Schedule Planner, visitors can directly request meeting appointments with your company by e-mail.

- Online Matchmaking is the optimal platform for the dialogue between visitors, customers and your company. This ensures that you are represented in all of the product groups listed in your registration, which will increase the number of specific inquiries you will receive.
- Your visitors can use the Online Route Planner to create a custom-tailored visit plan that will include the optimal route to your trade fair stand.

### 3 Mobile Catalogue

Our Mobile Catalogue can be downloaded as an application for mobile devices and is an innovative navigation system as well as a catalogue. Visitors can find out information about your company at the trade fair and then be directed straight to your stand. This will give you more time to engage in talks at the stand.

## How to order your Media Package:

You will receive a brochure containing all the order forms for the Media Package from our official contract partner **A. Sutter Fair Business GmbH** in combination with the trade fair registration forms. Here you'll also find information about additional advertising possibilities in our trade fair media.

## If you have any further questions, please contact our partner **A. Sutter Fair Business GmbH**:

A. Sutter Fair Business GmbH  
Postfach 10 33 34,  
45033 Essen, Deutschland  
Telephone: +49 201 8316-080  
Telefax: +49 2018316-219080  
koelnmesse@sutter.de  
www.fair-business.de

Bitte senden an · *Please send to:*

Koelnmesse GmbH  
Postfach 21 07 60  
50532 Köln  
Deutschland · *Germany*  
Fax +49 221 821-3280



16.–22.01.2012

Kunden-Nr. · *customer no.:*

0 9 6 0

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Name Hauptaussteller · *main exhibitor:*

**Produktverzeichnis**  
*List of Products*

**1.30**

 **Bad**  
*Bathrooms*  
A000010000

 *Armaturen*  
*Fittings*  
A000010010

 *Badewannen*  
*Bathtubs*  
A000010020

 *Badmöbel*  
*Bathroom furniture*  
A000010030

 *Badtextilien*  
*Bath textiles*  
A000010040

 *Dekoration*  
*Decoration*  
A000010050

 *Duschabtrennungen*  
*Shower enclosures*  
A000010060

 *Keramik*  
*Ceramics*  
A000010070

 *Zubehör*  
*Accessories*  
A000010080

 *Sonstiges*  
*Other*  
A000010090

 **Boden**  
*Flooring*  
A000020000

 *Fliesen*  
*Tiles*  
A000020010

 *Fußbodenbeläge*  
*Floor coverings*  
A000020020

 *Holzfußböden*  
*Wooden floors*  
A000020030

 *Laminat*  
*Laminate floors*  
A000020040

 *Natursteine*  
*Natural stone*  
A000020050

 *Teppich*  
*Carpeting*  
A000020060

 *Sonstige Böden*  
*Other flooring*  
A000020070

 **Wand**  
*Wall coverings*  
A000030000

 *Dekoration*  
*Decoration*  
A000030010

 *Farben*  
*Paints*  
A000030020

 *Gardinen*  
*Curtains*  
A000030030

 *Kamine*  
*Fireplaces*  
A000030040

 *Spiegel*  
*Mirrors*  
A000030050

 *Tapeten*  
*Wallpaper*  
A000030060

 *Textile Wandbeläge*  
*Textile wall coverings*  
A000030070

 *Wandgestaltung*  
*Wall design*  
A000030080

 **Licht**  
*Lighting*  
A000040000

 *Badleuchten*  
*Bathroom lighting*  
A000040010

 *Küchenleuchten*  
*Kitchen lighting*  
A000040020

 *Lichtkonzepte*  
*Lighting concepts*  
A000040030

 *Wohnraumleuchten*  
*Home lighting*  
A000040040

 *Sonstige Leuchten*  
*Other lighting*  
A000040050

Name Hauptaussteller · *main exhibitor:*

0 9 6 0

Kunden-Nr. · *customer no.:*

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  **Decke**  
*Ceilings*  
A000050000

  **Akustik Decken**  
*Acoustic ceilings*  
A000050010

  **Stuck**  
*Stucco*  
A000050020

  **Raumgestaltung**  
*Interior decoration*  
A000060000

  **Fensterrahmen**  
*Window frames*  
A000060010

  **Sonstige Dekoration**  
*Other decoration*  
A000060020

  **Treppen**  
*Staircases*  
A000060030


  **Türen**  
*Doors*  
A000060040

  **Sonstige**  
*Other*  
A000070000

  **Fachliteratur**  
*Specialized literature*  
A000070010

  **Informationstechnologie**  
*Data processing*  
A000070020

  **Service & Logistik**  
*Service & logistics*  
A000070030

  **Verbände, Institutionen, Organisationen**  
*Associations, institutions, organizations*  
A000070040

## Conditions of Participation Special Section



LivingInteriors®  
The event for bathrooms, flooring,  
wallcoverings, lighting  
Cologne, 16th – 22th January 2012

### 1 Event organizer, event, venue, dates

- a) The **organizer** of LivingInteriors® 2012 is Koelnmesse GmbH, 50679 Köln, Messeplatz 1.
- b) LivingInteriors® 2012 will take place during imm cologne 2012, from Monday, 16th January, to Sunday, 22th January 2012, in Halls 4.2 and 5.2 of the Koelnmesse exhibition grounds.
- c) **Opening times for visitors** to LivingInteriors® 2012 and imm cologne 2012:  
Monday, 16th to Saturday, 21st January 2012, daily from 9:00 a.m. to 6:00 p.m.  
Sunday, 22th January 2012, from 9:00 a.m. to 5:00 p.m.  
**Opening times for exhibitors** of LivingInteriors® 2012 and imm cologne 2012:  
Monday, 16th to Saturday, 21st January 2012, daily from 8:00 a.m. to 7:00 p.m.  
Sunday, 22th January 2012, from 8:00 a.m. to 5:00 p.m.
- d) **Admission** is limited to trade visitors.
- e) On **Friday**, January 20th from 2:00 p.m. to **Sunday**, 22th January 2012, imm cologne will be open to the **general public** (as an exception to Item 1d). On these days as well, it is **prohibited to offer, sell or otherwise transfer goods to end consumers. Please see Item 6 for details (Rules on Selling/Sales Restrictions/Monitoring/Penalties).**
- f) **The dates** for LivingInteriors® 2012 and imm cologne 2012 are as follows:
  - (1) **Construction of exhibitors' own stands:**  
Construction period begins: Monday, 2nd January 2012, 8:00 a.m.  
End of construction period: Sunday, 15th January 2012, 6:00 p.m.  
Construction must be completed by no later than 6:00 p.m. on Sunday, 15th January 2012. By this time, any stand construction measures must be finished and the aisles must be completely cleared.
  - (2) Koelnmesse can authorize an earlier start of construction; a fee of 300.00 EUR per day is charged for the extension of the construction period.  
You will find further information at [www.livinginteriors-cologne.com](http://www.livinginteriors-cologne.com) and [www.imm-cologne.com](http://www.imm-cologne.com).
  - (3) **Stands constructed by Koelnmesse can be occupied from** Saturday, 14th January 2012.
  - (4) Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 5:00 p.m. on Sunday, 22th January 2012. Dismantling of all stands and exhibits must be finished by 6:00 p.m. on Wednesday, 25th January 2012.

### 2 Eligibility to participate

- a) Only manufacturers and importers from the Federal Republic of Germany and from other countries whose products for exhibition correspond to the List of Products and who are listed in the Register of Companies or the Handicrafts Register will be admitted.  
If the application is approved you will receive confirmation of your floor space in the second half-year.
- b) Exhibitors are not permitted to offer, sell or otherwise transfer goods to end consumers at LivingInteriors® and imm cologne. Please see Item 6 for details (Rules on Selling/Sales Restrictions/Monitoring/Penalties). Koelnmesse maintains the right to deny admission to imm cologne to exhibitors who have violated the sales restriction in Item 6.

### 3 Participation fees and other costs

If Koelnmesse GmbH receives your registration form by 30th June 2011, the participation fee for a stand is 150.00 EUR per m<sup>2</sup>.

If Koelnmesse GmbH receives your registration on or after 1st July 2011, the participation fee for a stand is 170.00 EUR per m<sup>2</sup>.

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

The stand costs cover the rental of exhibition space for the entire duration of the fair, including the stipulated construction and dismantling periods; a specific number of exhibitor and work passes; the use of all technical and service facilities in the trade fair halls; advice by Koelnmesse experts on organization, advertising and public relations work for your participation; complimentary advertising materials for attracting customers to your firm; rooms for press conferences; and press contact services.

For two-storey exhibition stands, the actual allotted area in the second storey is measured with technical precision and calculated at 50 per cent of the cost per m<sup>2</sup> of the floor area.

#### AUMA fee

The Association of the German Trade Fair Industry (AUMA) charges you a fee of 60 euro cents per m<sup>2</sup> for representing your interests. Koelnmesse will calculate and collect the fees in the name of, and on the account of, AUMA. More detailed information is available at [www.auma-messen.de](http://www.auma-messen.de).

#### Energy costs

A proportional flat-rate energy fee of €8.00 per m<sup>2</sup> of occupied stand area will be charged.

#### Down payment for services

Koelnmesse is entitled to collect an adequate down payment for the services provided at an event (e.g., electricity and water supplies, media services etc.). The amount of the down payment for services is based on the services invoiced at the previous event (imm cologne 2011). For exhibitors that did not take part in imm 2011, the down payment amounts to 704.00 EUR net.

After the event is over, a separate invoice is generated for the services provided; the down payment is credited to this amount. Invoice amounts are payable immediately upon receipt. If the down payment exceeds the amount charged for services provided, the excess amount will be paid back to the exhibitor. Exhibitors are not entitled to have interest paid on their down payment.

#### Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Conditions of Participation), a co-exhibitor fee of 600.00 EUR per company will be charged.

The price of the entry in the Media Package is not included in this fee (see Item 7).

#### Catalogue

Entry in the media package is obligatory and costs 299.00 EUR (see Item 7).

#### VAT

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

## 4 Stand sizes, construction and dismantling

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. The participation fee will be calculated according to the exact dimensions of the stand area allocated. Trade fair partition walls for dividing the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee through our online ordering system at the Koelnmesse-Service-Portal (Section S.10). You will receive your log-in data in a separate letter with your stand confirmation.

This fee does not include stand construction.

Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the relocation of water pipes or electrical systems.

Stand construction and design must adhere to all regulations that are valid in Germany (including the NRW venue regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction and design of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons working for him/her to make sure they adhere to the regulations.

The maximum permissible stand height is set at 4.50 metres, insofar as this is permitted by the hall ceiling and any fixed structures that may be present. This is also the maximum allowable height for all company and product signs and all types of advertising.

The stand must be constructed in a way that makes it as transparent as possible from all sides bordering on aisles. A stand front that is 70 per cent open is desired. Long, enclosed stand designs are not permitted along the aisles. The stand sides along the aisles should be made more open by installing elements such as glass cases, niches or displays, for example.

As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for one-storey stands that do not exceed the permitted height of 4.50 metres. 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 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 ground plans, views and design cross-sections with all measurements.

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions.

It only states that Koelnmesse has no objections in terms of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

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

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to provide the notice of approval. The exhibitor is also aware of the fact that in exceptional cases — at his/her request and on his/her 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 concerning the stand must be immediately responded to. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

If at all possible, the trade fair company (Koelnmesse) will try to provide the stand in the desired form.

The following terms are used for the stands:

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

The stand must be constructed to comply with the confirmed form of the stand. The design 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 space.

Banners and company signs are not permitted to encroach into the aisles. Koelnmesse GmbH also offers a completely outfitted turnkey stand system. You will find these offers in the Koelnmesse Service Portal. For information about alternative types of stand construction, please contact Koelnmesse GmbH.

For a surcharge, exhibitors can rent further equipment in addition to the standard furnishings.

### Clearing the stand before the specified time is forbidden

The registered and authorised products must be on display at the stand, and stand personnel must be in attendance, for the entire duration of the fair (General Section of the Conditions of Participation, Item III, Paragraph 2). Dismantling of the exhibition stand and the product presentation may not begin before the end of the event at 7:00 p.m. on Sunday, 22th January 2012. This means that the stand may not be partially or completely cleared, and products may not be packed away, before this time.

**Clearing the trade fair stand before the official end of the event represents a serious breach of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to 2,500.00 EUR (depending on the severity of the violation) for each such violation and/or to exclude the exhibitor from subsequent events.**

## 5 Exhibitor and work passes

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

- Two exhibitor passes for a stand of up to 12 m<sup>2</sup>
- Four exhibitor passes for a stand of up to 20 m<sup>2</sup>
- One additional exhibitor pass for each additional 10 m<sup>2</sup> or part thereof up to a stand size of 100 m<sup>2</sup>
- One exhibitor pass for each additional 20 m<sup>2</sup> or part thereof above this area

The passes are sent together with the invoice.

If stand personnel change during the event, you can exchange a used exhibitor pass (bearing a name) for a new pass one time and free of charge. Passes can be exchanged in the Exhibitors' Office.

You will also receive free passes that allow your company's personnel access to the fair grounds during the construction and dismantling periods:

These passes are only valid up to the start and after the end of the event.

They do not entitle the holders to enter the grounds during the event.

These passes will also be sent together with the invoice for your stand.

In exceptional cases, you can order additional passes for a fee.

## 6 Rules on selling, sales restrictions, monitoring, penalties

- a) In view of the special trade character of LivingInteriors® and imm cologne,  
 (1) it is not permissible to **display prices on exhibited products**;  
 (2) it is not permissible to **offer, sell or otherwise transfer** articles which are related to the theme of this fair (see List of Products; trade literature is excluded) **to end consumers**. Such transactions are prohibited throughout the **entire** fair, including the initial setup and the final dismantling phases, and — particularly — when the fair is open to the general public, Saturday and Sunday.
- b) In view of the special trade character and prestige of LivingInteriors® and imm cologne and rules governing equality of opportunity, it is essential that the regulations stated in Item 6a) be observed **strictly and without exception**.
- c) **Koelnmesse** has the right:  
 (1) to impose a **fine of up to 2,500.00 EUR**, depending on the severity of the violation, on any exhibitor who violates the limitations on sales and visible price markings in Item 6a) (1+2) for each such violation; and/or  
 (2) to **immediately close** the **stand** of any exhibitor who violates or has violated the limitations on sales and visible price markings in Item 6a) (1+2). The stand can be closed while imm cologne is still in progress and without a court order. The exhibitor in question is responsible for any costs or consequences resulting from the stand closure; and/or  
 (3) to **deny admission** to LivingInteriors® and imm cologne to exhibitors who have violated the limitations on sales and visible price markings.

## 7 Media Package

Koelnmesse offers exhibitors a Media Package for its events.

The Media Package consists of the following elements:

- One entry in the alphabetical List of Exhibitors (trade fair catalogue)
- Two entries in the product group list (trade fair catalogue)
- Entry in the online trade fair catalogue with the company name, address, stand location, website, e-mail address and all of the product groups you indicated in Form 1.30
- Entry and activation for imm online Matchmaking with all of the product groups you indicated in Form 1.30, as well as activation of the imm online schedule planner
- Entry in the online route planner
- One entry and image in the online trade fair catalogue with the company name, address, stand location, website and e-mail address, and all of the product groups you marked in Form 1.30

The trade fair catalogue includes an alphabetical list of companies, a list of products, and advertisements. The trade fair catalogue is therefore an important, up-to-date reference work for all interested trade representatives that remains useful even after the event has come to a close.

**Each participating company, co-exhibitor and additionally represented company must be listed in all of the directories of the Media Package.**

A fee of 299.00 EUR is charged for this service.

Once you have registered you will receive a brochure containing all the order forms for the Media Package from our official contract partner A. Sutter Fair Business GmbH.

If the exhibitor fails to submit Order Form 2.10 before the deadline, **entries in the Media Package, which are subject to a fee, will be based on the information given in Form 1.10 ff.**

Late submissions will be included in the supplement to the catalogue at the exhibitor's expense.

The Media Package will be produced by Koelnmesse Service GmbH, Messeplatz 1, 50679 Köln, Germany.

The printing of the catalogue and the processing of the advertising materials will be carried out by

A. Sutter Fair Business GmbH  
 Postfach 10 33 34, 45033 Essen, Germany  
 Tel.: +49 (0)201 8316-080  
 Fax: +49 (0)2018316-219080  
 koelnmesse@sutter.de  
 www.fair-business.de

Customers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. Koelnmesse is not liable for printing errors, incorrect placement, mistakes and other gaps or faults in the printing.

## 8 Verbal agreements

Verbal agreements that go beyond the scope of this contract are not valid until confirmed in writing.

## General Section of the Conditions of Participation

### I Application

1. To indicate your intention to take part in the event, you must return to us a completely filled in form with your legally binding signature (Registration).
2. By signing and returning the form, you acknowledge that the General and the Special Sections of the Conditions of Participation and the Technical Guidelines are binding for your company as part of the contract. You can download the Technical Guidelines from the event's website or from [www.koelnmesse-service-portal.de](http://www.koelnmesse-service-portal.de). You also always have the option of requesting the Technical Guidelines in printed form or on CD-ROM. Within the framework of the fulfilment of contractual duties, the event organizer will process and use the information provided in this form via an automated procedure that takes the regulations stipulated under the Federal Data Protection Law of the Federal Republic of Germany into account.
3. The registration shall be regarded as legally binding on your part, irrespective of admission; no conditions or reservations may be appended to the aforesaid registration. Requests for stands at specific locations, in particular, do not represent conditions for participation.

### II Acceptance/Transfer of stand space

1. The organizer shall accept your application in accordance with the conditions which apply to all participants (acceptance/stand area confirmation).  
There is no legal claim to acceptance. If the number of registration forms complying with the requirement profile and received by the organizer prior to the expiration of the registration period exceeds the number of available exhibition spaces, the organizer shall have the right to make a discretionary decision regarding the admission of registrants to the exhibition. Your company may be disqualified from admission to the exhibition if you failed to fulfil your financial obligations to the organizer at any time, or if you failed to fulfil such financial obligations within the prescribed period of time.
2. The contract comes into effect at the latest upon receipt of the admission (by post, fax or other electronic means of transmission), which is valid without a signature. Should the content of the confirmation of acceptance differ substantially from that of your application, then the contract shall be concluded under the terms of acceptance if you do not lodge a written objection within 2 weeks of receipt of confirmation of acceptance. The same shall apply, if it is necessary to postpone the event or to transfer the event to another location, and the change is deemed to be reasonable with respect to yourself; in this case, the corresponding notification of change from the organizer shall supersede the admission.  
The acceptance only applies to the respective event, the company applying and referred to in the acceptance letter, and its registered products and services. Products and services which do not conform to the list of commodities may not be exhibited or offered at the trade fair.
3. The organizer allocates stand space on the basis of which exhibition theme at the event your registered products belong to.  
There is no right to claim the allocation of stand space in a certain form, in a certain size, in a certain hall or in a certain hall area. Deviations from the requested form or placement of the stand do not provide grounds for an objection to be made under Item II, Paragraph 2 of the General Section of the Conditions of Participation.

4. In special cases for important reasons, the organizer is entitled to subsequently allocate your stand space other than stated in the confirmation of acceptance, to change the size and dimensions of your stand space, to relocate or close entrances or exits and to undertake structural changes in the exhibition halls without claims arising on your part. In the event of a reduction in stand space size, you will be credited with the difference arising from the correspondingly lower participation fee.  
You will be notified without undue delay if the stand space becomes unavailable due to reasons which are beyond the organizer's control. In this case, you will be entitled to a reimbursement of the participation fee. Any further claims for damages, which will exceed the aforementioned reimbursement, shall be excluded in these cases.
5. Any complaints on your part must be submitted in writing immediately or at the latest while the event is in progress; complaints submitted at a later date cannot be considered.
6. The organizer is entitled to revoke the acceptance if it was granted on the basis of incorrect statements or if the company fails to meet the conditions of participation after the acceptance was granted.  
The organizer shall have the right to rescind the contract, if there is a substantial reason or good cause. Such substantial reason exists, in particular, if an application for opening insolvency proceedings against your assets has been made, such an application has been dismissed due to lack of funds, or insolvency proceedings have commenced. You must inform the organizer of this immediately.
7. Prior to receipt of acceptance/stand area confirmation, revocation of registration shall only be possible if permitted by the Special Section of the Conditions of Participation. In this event, a fee specified in the Special Section of the Conditions of Participation shall be paid.
8. Following receipt of acceptance/stand area confirmation, in general, revocation is no longer possible. The organizer can agree to the request for release from the contract in exceptional cases if the stand space no longer required can be rented to another exhibitor. In this instance, the organizer is entitled to demand general reimbursement of the costs incurred corresponding to 25 % of the participation fee without providing proof, unless otherwise specified in the Special Section of the Conditions of Participation. If the Special Section of the Conditions of Participation stipulate that you must purchase a Visitor Promotion Package, the specified price has to be paid in the event that you withdraw from the contract and admission ticket vouchers have been provided.  
Liability for catalogue costs, stand construction costs and other costs, which in particular, have been incurred as a result of a claim by a third party or of services rendered, is not affected.  
You shall have the right to provide proof that a damage or loss has not been incurred or that the extent of the damage or loss incurred is considerably less.  
Occupation of a space which becomes available in the form of an exchange of stand areas by a participant already approved and allotted a space for the event does not represent an alternate stand area rental.  
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.
9. The following cases will fall solely within your scope of risk as exhibitor:
  - a) if the products which you have stipulated for the presentation cannot be introduced at the venue of the event due to the legal requirements prevailing there or due to other reasons, or
  - b) if such products do not arrive in due time, do not arrive undamaged or do not arrive at the venue of the event at all – e.g. as a result of any loss, delay in transport or customs, etc. – or

c) if your journey, the journey of your employees or your stand or installation personnel should be delayed or should become impossible – e.g. because a visa is not granted.

You will remain under obligation to pay all the charges agreed upon.

10. Event-related regulations are detailed in the Special Section of the Conditions of Participation.

### III Construction, arrangement and operation of stands

1. The construction and arrangement of stands must conform to statutory regulations and be in accordance with the regulations of the Special Section of the Conditions of Participation applicable to the event as well as the Technical Guidelines. As an exhibitor, you are obliged to define your assembly measures in advance with the organizer. A stand design which does not conform to the construction regulations of the venue and/or the Technical Guidelines of the organizer or rental company of the venue can be removed or changed by the organizer at your expense.

Any additional technical services that may be required, particularly the installation of electricity, water and safety devices, the recruitment of local auxiliary personnel, etc., can be ordered via the Koelnmesse-Service-Portal (KSP) by means of special order forms against a separate charge. Orders placed by third parties (in particular by stand construction companies) in connection with the construction and design of stand areas are considered to have been commissioned by the exhibitor and at the exhibitor's expense.

2. For the duration of the event the stands must be staffed by personnel and display the products specified in the application and confirmation of acceptance. Vacating the stand prior to the end of the event represents a serious breach of these Conditions of Participation and shall entitle the organizer to assert damage claims and exclude your company from future participation in Koelnmesse Group events.

3. You will be responsible for ensuring compliance with all the statutory provisions of the Federal Republic of Germany. If this is not the case, then the organizer shall have the right to demand the removal of exhibited articles or the non-performance of an activity. Should you fail to comply with this demand immediately, the organizer is entitled to have the products in question removed at your expense and risk and to close your stand, without it being possible for you to claim against the organizer.

4. Products and services may only be presented in the stand area listed in the acceptance/stand 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.

5. The organizer is entitled to demand that you remove products from your stand that do not correspond to the List of Goods or, which through their odour, noises, other emissions or appearance, could constitute a considerable disruption to the operation of the event or put the safety of exhibitors and visitors at risk.

### IV Participation fee and other costs/Terms of payment/Scope of the standardised event services

1. The participation fee for the standardised 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, provision of advertising materials for the exhibitors' own communications measures, 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 standardised 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. The organizer has the right to request additional payment for certain listed services.

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 space and according to the rates specified in the Special Section of the Conditions of Participation. The size of the allocated floor area is calculated without taking projections, pillars, installation connections and other fixed objects into account. Any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings in the stand space do not entitle you to any reduction in the participation fee or other costs.

4. For two-storey exhibition stands, the actual allotted area in the upper storey following the technical inspection is calculated at 50 per cent of the price per m<sup>2</sup> of floor area.

5. After your admission, you will receive an invoice for the participation fee and the other costs; the invoiced amount is due immediately upon receipt of the invoice. The rates stipulated at the time of the admission are net fixed rates plus any accruing value-added tax as well as any comparable taxes which may be imposed at the venue of the event. Please note the regulations for VAT refunds listed in the Special Section of the Conditions of Participation.

6. The organizer shall have the right to increase the rates by the amount of the corresponding cost increment in the event of any increase in its own prime cost, particularly as a result of higher production, purchasing and labour costs as well as higher fees, taxes and other fiscal charges imposed at the venue of the event.

The payment of all liabilities within the prescribed period shall be a prerequisite for the occupation of the stand space.

7. Failure to execute payment on time will result in interest being charged of 8 % above the base rate according to Art. 247 of the German Civil Code. If the damage incurred by the organizer is greater, he shall be entitled to lodge a claim for these damages. The compensation shall become invalid or be reduced, if you can provide evidence that the organizer has incurred little or no damage as a result of the payment default.

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

8. Resulting from the organizer's claim in regard to stand space rental, your exhibits are subject to a contractual lien in the organizer's favour.

9. Any services that have been provided by the organizer will be invoiced in euros. You are obliged 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, such payment must be based with regard to the conversion 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.

10. Any complaints relating to the invoice are to be submitted in writing, immediately, at the latest 2 weeks after receipt; complaints made at a later date cannot be considered.

11. The organizer shall also be entitled to the payment of the full amounts, if you fail to fulfil any of your obligations arising from the contractual relationship. This does not affect claims to damages. In the event of the contract not being fulfilled at all by the organizer, or being fulfilled only in part, you have claims to a proportional reimbursement of any payments you have already made. Claims above and beyond this are ruled out in accordance with the regulations in Items VII and VIII of these Conditions of Participation. The regulations in Item XI of these Conditions of Participation shall remain unaffected.

12. In the event of counter claims being made against those claims arising from the contract, you can only set off or assert your right of retention in as far as your claims have been found to be uncontested or legally valid.

13. 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. The latter remains obliged to pay until such time as the account receivable has been settled in full.

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

1. In principle, stand spaces shall be hired out only as a whole unit and only to one contracting party. As an exhibitor, you are not permitted to relocate, exchange, share, or in any other way make the stand space allocated to you completely or partially accessible to third parties, without the prior consent of the organizer.

2. A stand area may only be used by several companies at once, if the stipulations of the Special Section of the Conditions of Participation allow the participation of co-exhibitors and/or additionally represented companies.

3. Use of the stand area by another company with its own products and own staff (co-exhibitor) requires a special application for permission and approval by the organizer. This also applies to companies who have their own products at the stand but none of their own staff (additionally represented companies). Companies which are members of a group as well as subsidiaries are considered to be co-exhibitors. The organizer reserves the right to demand a special participation fee and other costs for approving co-exhibitors for participation. Such charges and costs will be invoiced to you as the exhibitor. If co-exhibitors and additionally represented companies are to be accepted, the preconditions laid out in Item II of these Conditions of Participation apply; these companies are subject to the General and Special Sections of the Conditions of Participation and the Technical Guidelines.

Should you accommodate a co-exhibitor or a company which is additionally represented, without the express permission of the organizer, this shall be grounds for dissolving the contract with you without notice and to have the stand space vacated at your risk and expense. No claims of any kind can be made against the organizer in this case, especially no claims for damages. Even after confirmation of acceptance has been received, the contract exists exclusively between the organizer and the exhibitor, who is liable for the negligence on the part of his co-exhibitors/additionally represented companies as well as for his own negligence.

4. If several companies wish to participate at the event together on one stand – a group participation – then the existing General and Special Sections of the Conditions of Participation and the Technical Guidelines are binding for each individual company. The registration is accomplished by the group organizer, who is responsible for the group participants' adherence to the Conditions of Participation. Subsequent to acceptance and stand area confirmation, a contractual relationship exists exclusively between the group organizer and the event organizer. Exceptions exist in the case of individual orders for services by the group participants before or during an event.

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 grounds.

2. He is entitled to have exhibits removed from a stand if their display contravenes statute law, offends good morals or is not in keeping with the event programme. Promotion of political and ideological ends is prohibited. In the event of serious offences against the Conditions of Participation, the Technical Guidelines or legal regulations, the organizer is entitled to close your stand or have it vacated.

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

## VII Warranty

The warranty period for deliveries of new articles is 1 year. For used articles, all liability based on warranty is excluded. No warranty claims are available if the damage is due to normal wear and tear, force majeure, faulty or negligent handling, excessive loads or failure to comply with statutory provisions or operating instructions.

## VIII Liability/Insurance

1. 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.

2. Any liability for property damages and pecuniary damages shall be excluded, if it is possible to underwrite the risks. This does not affect liability on the basis of wilful or grossly negligent misconduct. This exclusion of liability is not restricted by the security measures of the organizer. Within the scope of liability, the statutory burden of evidence regulations shall continue to apply; they will not be affected by this clause.

3. As a result of the framework agreement concluded by the organizer, the organizer recommends that you take out exhibition insurance. In addition to this, you can also order special security measures for your stand.

4. As an exhibitor, you will be liable to the organizer for any damage inflicted on the organizer, provided that such damage is attributable to your culpable action or the culpable action of your personnel, your employees or any third party which you have appointed or any other third parties, whose services you are using for the purpose of fulfilling your obligations. It is necessary to observe strict compliance with the Technical Guidelines which will be handed over to you by the organizer, as well as with the information from the organizer's circular letters pertaining to questions on the preparation and implementation of the event.

5. Application of Art. 831 Par. 1 Sentence 2 of the German Civil Code is excluded.

6. In accordance with statutory obligations, the organizer shall be liable for damages caused intentionally or by gross negligence in the event of any damage claims resulting from fatal injuries, bodily or health injuries. Other contractual and/or legal damage claims of any type, including damage claims for consequential damages, shall be excluded, unless the damage was caused by the intentional or grossly negligent action of the organizer.

The foregoing limitations of liability shall apply, to the full extent, to the executive organs, employees, legal representatives, persons employed in performing an obligation and vicarious agents, whose services are used by the organizer for the performance of the contract. Furthermore, the organizer shall be liable for every culpable infringement of an essential contractual obligation. Essential contractual obligations shall pertain only to those contractual obligations which must be complied with during the execution of the contract. This applies to all claims which could arise in connection with this contract. However, damage claims shall be restricted to the payment of typical, foreseeable damages. If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to postpone the event, shorten or extend it due to force majeure, or for other reasons beyond its control, then you are not entitled to any rights, in particular, to claims for damages against the organizer.

The responsibility of the event organizer is limited to fault in all cases without prejudice to any limitations of liability under these Conditions of Participation. 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.

## IX Period of limitation

1. Your claims against the organizer – of whatever type – must be submitted to the organizer in writing immediately or, in any event 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 does not affect the regulations under Item VIII, Paragraph 2 of these Conditions of Participation.

2. Any of your claims, which may be asserted against the organizer and which may arise from the contractual relationship, as well as all other claims relating thereto, shall become statute-barred after 6 months, unless the liability of the organizer results from an intentional action. The limitation period shall commence at the end of the month, in which the closing date of the event falls.

## X Place of fulfilment/place of jurisdiction/applicable law

1. The place of fulfilment shall be the principal place of business of the organizer. The place of jurisdiction, also in a process involving documents, bills of exchange and cheques is, in so far as you are a businessman, legal entity of public law or a separate asset under public law, Cologne. The organizer shall also be entitled, at his option, to lodge his claims at the court of the place where you have your place of business or your branch.

2. All legal relationships between you and the organizer are subject to Federal German Law as well as to the German text.

## XI Reservations/Final Provisions

1. As an exhibitor, you will be solely responsible for compliance with all the laws, guidelines, and other regulations which are in force in the host country, even if the content of the organizer's Conditions of Participation deviate from such regulations. You must obtain information promptly and comprehensively of the relevant regulations prevailing at the venue of the event, and obtain the required knowledge. The organizer will not be liable for damages and other losses which could be incurred on your part as an exhibitor.

2. The organizer shall have the right to postpone, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, as well as individually or collectively, if such an action is required due to unforeseen events such as force majeure, natural disasters, wars, disturbances, strikes, breakdown or obstruction of traffic and communication. In the event of any postponement, shortening, extension or termination, you shall not be entitled to the payment of any resulting damages which you may have incurred. You shall have the right to rescind the contract, if you lose your interest in participating because of such an action, and if you waive the reservation for the stand space allotted to you as a result of this. Upon obtaining knowledge of the change, the rescission of the contract must be declared in a written statement and without undue delay. In case of the cancellation of an event, the organizer shall not be liable for damages and/or other losses which may be incurred on your part. Upon request of the organizer, you will be obligated to defray a reasonable share of the expenses resulting from the preparation of the event. The amount of the share to be paid by each exhibitor shall be stipulated by the organizer after consultation with the business organizations concerned.

3. By signing the application form you recognize the organizer's Conditions of Participation (the General and Special Sections) together with all other regulations relating to the contractual relationship, as binding.

4. Should these provisions be partially legally invalid or contain gaps, this shall not effect the validity of the remaining provisions or the contract. In this event, the parties shall undertake to replace the invalid provision with such a provision or to fill the gap with such a provision, which comes closest to enabling the commercial purpose pursued by the parties to be fulfilled.

5. All alterations to the contract must be made in writing. The same shall also apply to any amendment or cancellation of the written-form clause itself.

# Koelnmesse Tochtergesellschaften, Repräsentanzen, Auslandsvertretungen

## Koelnmesse subsidiaries, representatives and information centres

**Africa** (for Botswana, Kenya, Malawi, Mauritius, Namibia, Tanzania, Zambia, Zimbabwe): Jorrit H. F. Plambeck – International Trade Fair Marketing, 31 Josiah Chinamano Ave, P.O. Box 3794, Harare-Zimbabwe, Tel. +263 4 251490-93, Fax +263 4 251489, E-Mail: info@fairpros.com

**Albania:** Deutsche Industrie- und Handelsvereinigung in Albanien, Rruga Skenderbeg Pall. 4/7, Tirana, Albanien, Tel. +355 4 222 7146, Fax +355 4 225 1791, E-Mail: koelnmesse@dih-al.com

**Andorra:** see España

**Argentina:** Cámara de Industria y Comercio Argentino-Alemana, Av. Corrientes 327, piso 23, C. 1043 AAD Buenos Aires, Tel. +54 11 5219-4000, Fax +54 11 5219-4001, E-Mail: ferias@cadicaa.com.ar

**Australia:** Fairlab Pty. Ltd., 242 Dowling Street, Woolloomooloo / Sydney, Australien, Tel. +61 2 83540068, Fax +61 2 83540069, E-Mail: info@fairlab.com.au

**Belgique/Belgien:** Luc Van Den Eede, Interleuvenlaan 62, BE-3001 Heverlee, Tel. +32 16 394855, Fax +32 16 394858, E-Mail: belux@koelnmesse.be

**Bolivia:** Cámara de Comercio e Industria Boliviano-Alemana, Calle 15 Calacoto Nr. 7791, Torre Ketal, of. 311, P.O. Box 2722, La Paz, Tel. +591 2 2795151, Fax +591 2 2790477, E-Mail: richter@ahkbol.com

**Bosna i Hercegovina:** Deutsch-Slowenische Industrie- und Handelskammer, Tomšičeva 3, 1000 Ljubljana, Slowenien, Tel. +386 1 2528854, Fax: +386 1 2528869, E-Mail: danijel.gostencnik@ahkslo.si

**Brasil:** MDK Feiras Internacionais S/C Ltda, Rua Barão do Triunfo, 520-75 and.cj/71, 04602-002 São Paulo – SP, Tel. +55 11 55354799, Fax +55 11 50936041, E-Mail: mdk@mdkfeirasinternacionais.com.br

**Bulgaria:** Deutsch-Bulgarische Industrie- und Handelskammer, F. J. Curie 25 A, 1113 Sofia, Tel. +359 2 81630-32, +359 2 81630-11, +359 2 81630-10, Fax +359 2 81630-19, +359 2 81630-39, E-Mail: t.mutafova@ahk-bg.org

**Canada:** see USA

**Central America:** Deutsch-Regionale Industrie- und Handelskammer für Zentralamerika und die Karibik, 6a Avenida 20-25, zona 10, Edificio Plaza Maritima, Oficina 3-3, 01010 Guatemala City, Guatemala C.A., Tel. +502 2367 5552, Fax +502 2333 7044, E-Mail: ahkregion@ahkzakk.com, Postanschrift: Section 2969, P.O. Box 02-5339, Miami, FL 33102-5339

**Česká Republika:** Jan Běsperát, Zastoupení Koelnmesse pro CR a SR, K Brečkám 108, CZ-143-00 Praha 4, Tel. +420 2 61 91 01 73, Fax +420 2 61 91 20 80, E-Mail: besperat@koelnmesse.cz

**Chile:** Cámara Chileno-Alemana de Comercio e Industria, Av. El Bosque Norte 0440, Of. 601, Las Condes, Santiago de Chile, Chile, Tel. +56 2 2035320-19, Fax +56 2 2035325, E-Mail: awandelt@camchal.cl

**China:** Koelnmesse Co. Ltd., Unit 1018, Landmark Tower II, No. 8 Dong San Huan North Road, Beijing 100004, Tel. +86 10 65907766/65907787, Fax +86 10 65906139, E-Mail: info@koelnmesse.cn

**Koelnmesse Guangzhou Representative Office,** Room 3311, Metro Plaza, 183 Tianhe Road (North), Tianhe District, Guangzhou 510620, Tel. +86 20 87552467, Fax +86 20 87552970, E-Mail: e.cheung@koelnmesse.cn

**Koelnmesse Shanghai Representative Office,** Unit 2610, Jing'an China Tower, No. 1701 Beijing Road (W), Shanghai 200040, Tel. +86 21 63906161, Fax +86 21 63906858, E-Mail: m.zhang@koelnmesse.cn

**Colombia:** Cámara de Industria y Comercio Colombo-Alemana, DInternational Ltda., Carrera 13, No. 93-40, Piso 4, Bogotá, Tel. +57 1 6513777, Fax +57 1 6513772, E-Mail: martha.cubides@deinternational.com.co

**Costa Rica:** Cámara de Comercio e Industria Costarricense Alemana, Apdo. Postal 10746-1000, San José, Costa Rica C.A., Tel. +506 290 7621, Fax +506 220 3064, E-Mail: info@cacoral.com

**Danmark** (Grönland, Island, Färöer-Inseln): Intermess ApS, Radhusvej 2, 2920 Charlottenlund, Tel. +45 45 505655, Fax +45 45 505027, E-Mail: info@intermess.dk

**Deutschland**

für Sachsen, Thüringen, Sachsen-Anhalt, Brandenburg, Berlin, Mecklenburg-Vorpommern: Petra Prüfer, Weidenweg 60, 10247 Berlin, Tel. +49 30 54984340, Fax +49 30 54984338, E-Mail: petra.pruer@koelnmesse-berlin.de

für Nordrhein-Westfalen, Niedersachsen, Hamburg, Bremen und Schleswig-Holstein: Anne Meil, Wolfhager Str. 109, 34127 Kassel, Tel. +49 561 50690360, Fax +49 561 50690370, E-Mail: meil@koelnmesse-gv.de

für Baden-Württemberg und Teile Bayerns: Ulrike Englmann, Georg-Zorn-Str. 37, 90765 Fürth, Tel. +49 911 200184-0, Fax +49 911 200184-5, E-Mail: koelnmesse@fit4fairs.de

**Rep. Dominicana:** Cámara de Comercio, Industria y Turismo Dominicano-Alemana, Centro Dominicano-Alemán, 2do. Piso, Calle Isabel la Católica No. 212, Zona Colonial, Santo Domingo, Tel. +1 809 68 86700, Fax +1 809 68 79681, E-Mail: ccdomalemana@codotel.net.do

**Ecuador:** Cámara de Industrias y Comercio Ecuatoriano-Alemana, Avenida Eloy Alfaro # 2921 y Portugal, Edificio Millennium Plaza, 4to piso Of. 401, Quito, Tel. +593 02 3332048/3332047/3332046, Fax +593 02 3331637, E-Mail: ferias@ahkecuador.org.ec

**El Salvador:** Cámara Salvadoreña Alemana de Comercio e Industria, Apdo. Postal 01-550, San Salvador/El Salvador C.A., Tel. +503 22432428, Fax +503 22432093, E-Mail: info@DInternational.com.sv

**Egypt (Arab Republic):** German-Arab Chamber of Commerce, 21, Soliman Abaza St., Mohandessin - Giza, P.O. Box 385, 11511 - Ataba - Cairo, Tel. +202 33368183, Fax +202 33368026, E-Mail: fairs@ahk-mena.com

**España:** SGM Ferias & Servicios S.L., Calle del Arenal 20, 3 Izquierda, 28013 Madrid, Tel. +34 91 3598141, Fax +34 91 3500476, E-Mail: info@koelnmesse.es

**Esti (Estland):** Deutsch-Baltische Handelskammer in Estland, Lettland, Litauen; Suurtüki 4b, 10133 Tallinn, Estland, Tel. +372 6276 947, Fax +372 6276 950, E-Mail: koelnmesse.ee@ahk-balt.org

**Finnland:** Edelte Oy, Ms. Päivi Ahvenainen, Sahakyläntie 5, FIN-04770 Sahakylä, Tel. +358 10 6168400, Fax +358 10 6168402, E-Mail: koelnmesse@kolumbus.fi

**France:** Chambre Franco-Allemande de Commerce et d'Industrie, 12, rue Chernoviz, 75782 Paris Cedex 16, Tel. +33 1 45258211 + 42244711, Telecopie +33 1 45256396, E-Mail: koelnmesse@wanadoo.fr

**Great Britain:** International Business Media Services Ltd., 4th Floor, 205/207 City Road, London EC1V 1JN, Großbritannien, Tel. +44 20 7566 6344, Fax +44 20 7566 6341, E-Mail: n.fielder@koelnmesse.co.uk

**Griechenland (Hellas):** Deutsch-Griechische Industrie- und Handelskammer, Dorilaou Str. 10 - 12, 11521 Athen, Tel. +30 210 6419028, Fax +30 210 6445175, E-Mail: koelnmesse@mail.ahk-germany.de

**Guatemala:** Cámara de Comercio e Industria Guatemalteco-Alemana, 6a Avenida 20-25, zona 10, Edificio Plaza Maritima, 01010 Guatemala City, Guatemala C.A., Tel. +502 2 3336036-8, Fax +502 2 3682971, E-Mail: gerencia@deinternational.com.gt

**Honduras:** Cámara de Comercio e Industria Hondureña Alemana, Edificio Plaza del Sol, Avenida la Paz # 2326, Apdo. Postal 3811, Tegucigalpa, Honduras, C.A., Tel. +504 2238 5363, Fax +504 2238 5371, E-Mail: info@deinternational.com.hn

**Hong Kong (SAR):** Koelnmesse Ltd., Unit 2601, 26th Floor, Tung Chiu Commercial Centre, 193 Lockhart Road, Wanchai, Hong Kong, Tel. +852 25118117, Fax +852 25118119, E-Mail: info@koelnmesse.com.hk

**Hrvatska (Kroatien):** Deutsch-Slowenische Industrie- und Handelskammer, Tomšičeva 3, 1000 Ljubljana, Slowenien, Tel. +385 1 5571063, Fax +385 1 5571963, E-Mail: sajam@koelnmesse.hr

**India:** Koelnmesse YA Tradefair Pvt. Ltd., B 501/502, Kemp Plaza Mind. Space, Off Link Road, Chincholi Bunder, Malad (West) Mumbai 400064, Indien, Tel. +91 22 42107802, Fax +91 22 40034433, E-Mail: info@koelnmesse-india.com

**Indonesia:** Perkumpulan Ekonomi Indonesia-Jerman, EKONID, Jl. H A Salim 115, Jakarta 10310, Indonesia, Tel. +62 21 3155644, Fax +62 21 3155276, E-Mail: prieta.perthantri@ekonid.or.id

**Iran:** Iran-German Chamber of Industry and Commerce, P.O. Box 3478, Ave. Africa, Navak Street, No. 16, 1st floor, 1518633741 Tehran, Iran, Tel. +98 21 81331000, Fax +98 21 88794401, E-Mail: r.raminfar@dihk.co.ir

**Ireland:** International Business Media Services Ltd., 4th Floor, 205/207 City Road, London EC1V 1JN, Großbritannien, Tel. +44 20 7566 6344, Fax +44 20 7566 6341, E-Mail: n.fielder@koelnmesse.co.uk

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**Italia:** Koelnmesse S.r.l., Viale Sarca 336/F, Edificio 16, 20126 Milano (MI), Italien, Tel. +39 02 86961326, Fax +39 02 89095134, E-Mail: info@koelnmesse.it

**Japan:** Koelnmesse Co., Ltd., Janome Azabu Juban Building, 2-20-6, Azabu Juban, Minato-ku, Tokyo 106-0045, Japan, Tel. +81 3 54186245, Fax +81 3 54186246, E-Mail: kmjpn@koelnmesse.jp

**Jordan:** Al-Mohanned Trading & Development Corporation, P.O. Box 211446, Amman 11211, Tel. +962 6 5534436, Fax +962 6 5532947, E-Mail: mkhader\_almohead2005@yahoo.com

**Korea:** Rheinmesse Co., Ltd., 27-7, Hannam-dong, Yongsan-gu, Seoul, Korea 140-884, Tel. +82 2 7984101, Fax +82 2 7984383, E-Mail: info@rhmesa.co.kr

**Kosovo:** see Macedonia

**Letlvija (Lettland):** Deutsch-Baltische Handelskammer in Estland, Lettland, Litauen; Vilandes 1, 1010 Riga, Lettland, Tel. +371 6732 1313, Fax +371 6783 0478, E-Mail: koelnmesse.lv@ahk-balt.org

**Lebanon:** INTER ARAB EST, P.O. Box 1547, Jounieh, Tel. +961 9 642884, Fax +961 9 642884, E-Mail: interarab@cyberia.net.lb

**Liechtenstein:** see Schweiz, Suisse, Svizzera

**Lietuva (Litauen):** Deutsch-Baltische Handelskammer in Estland, Lettland, Litauen; Vinco Kudirkos 6, 03105 Vilnius, Litauen, Tel. +370 5212 7932, Fax +370 5213 1013, E-Mail: koelnmesse.lt@ahk-balt.org

**Luxembourg:** see Belgique/Belgie

**Macedonia and the Republic of Kosovo:** Repräsentanz der Deutschen Wirtschaft in Mazedonien, Guro Gakovic 65, MK-1000 Skopje, Mazedonien, Tel. +389 2 3296787, Fax +389 2 3296790, E-Mail: koelnmesse@ahk.mk

**Magyarország (Ungarn):** MON-ART Kft, Beszterce u.611/8, 1034 Budapest, Tel. +36 1 2400810, Fax +36 1 2400810, E-Mail: office@monart.axelero.net

**Malaysia:** Promo Era Sdn Bhd, Lot 8.12, 8th Floor, Wisma Cosway, Jalan Raja Chulan, 50-199 Kuala Lumpur, Malaysia, Tel. +603 2031 6686, Fax +603 2031 9686, E-Mail: Koelnmesse@gmail.com

**Malta:** Koelnmesse S.r.l., Via Brera 4, 20121 Milano, Tel. +39 02 86961326, Fax +39 02 89095134, E-Mail: thomas.rosolia@koelnmesse.it

**Maroc:** Chambre Allemande de Commerce et d'Industrie, 140, Bd Zerkoutni, 6ème étage, 20070 Casablanca, Tel. +212 522 529420, Fax +212 522 475031, E-Mail: monika.riviere@dihkcsa.org

**Mexico:** DInternational de México, S.A. de C.V., Trade Show Department, Centro Alemán/German Centre, Av. Santa Fé 170, piso 1, Oficina 4 – 12, Col. Lomas de Santa Fé, Del. Álvaro Obregón, 1210 México, D.F., Tel. +52 55 15005911, Fax +52 55 15005910, E-Mail: gabriela.gonzalez@deinternational.com.mx

**Montenegro:** see Serbia

**Niederland:** RS Vision Expo BV, Weena 246, 3012 NJ Rotterdam, Tel. +31 10 2064850, Telefax: +31 10 2019555, E-Mail: info@koelnmesse.nl

**New Zealand:** Messe Reps & Travel Ltd., Postal address: P.O. Box 26522, Epsom, Auckland 1344, New Zealand Physical address: Unit 5/27 Mt Eden Road, Eden Terrace, Auckland 1023, New Zealand, Tel. +64 9 3031000, Fax +64 9 3035726, E-Mail: robert@messereps.co.nz

**Nicaragua:** Cámara de Industria y Comercio Nicaraguense-Alemana, Apdo. Postal 1125, Managua, Nicaragua C.A., Tel. +505 2222 7840, Fax +505 2222 7075, E-Mail: gerencia@deinternational.com.ni

**Norge:** Norsk-Tysk Handelskammer, Drammensveien 111B, 0273 Oslo, Postboks 603 Skoyen, 0213 Oslo, Tel. +47 22 128213, Fax +47 22 128222, E-Mail: wiese-hansen@handelskammer.no

**Österreich:** Gesell GmbH & Co. KG, Sieveringer Str. 153, 1190 Wien, Tel. +43 1 3205037, Fax +43 1 3206344, E-Mail: office@gesell.com

**Pakistan:** Liaison Office for Koelnmesse: Gardee Trust Building, Napier Road, Lahore 54000, Tel. +92 42 37238484, +92 42 37231947, Fax +92 42 37220175, E-Mail: messe@liaison.lcci.org.pk

**Panama:** Cámara de Comercio e Industria Panameña Alemana, Apdo. Postal 55-2537, Paillita, Panamá C.A., Tel. +507 2699358, Fax +507 2699359, E-Mail: ihkpanam@cableonda.net

**Paraguay:** Cámara de Comercio e Industria Paraguayo-Alemana, Independencia Nacional 811, Casilla Correo 919, piso 9, Asunción, Tel. +595 21 446594, Fax +595 21 449735, E-Mail: ferias@ahkasu.com.py

**Peru:** Cámara de Comercio e Industria Peruano-Alemana, Camino Real 348, Torre el Pilar, P. 15, Lima 27-San Isidro, Casilla 27-0069, Lima 27-San Isidro, Tel. +51 1 4418616, Fax +51 1 4426014, E-Mail: ferias@camara-alemana.org.pe

**Philippinen:** fairs&more Inc., c/o ECCP, 19/F Phil. AXA Life Centre, Sen. Gil Puyat Avenue cor. Tindalo Street, C.P.O. Box 1302, 1253 Makati City, M.M.La., Tel. +63 2 7596680/8451324, Fax +63 2 7596690/8451395, E-Mail: sabado@eitsc.com

**Polska:** Przedstawicielstwo Targów Koelnmesse w Polsce Grenke Jakubaszek SP., ul. Chmielna 5/7, 00-021 Warszawa, Tel. +48 22 8274670, Fax +48 22 8273456, E-Mail: info@koelnmesse.pl

**Portugal:** see España

**Romania:** Intermess Concept SRL, Sos. Colentina nr. 20, Bl. 9B/122, 021178 Bucuresti, Tel. +40 31 4094176, E-Mail: koelnmesse.romania@rdsmail.ro

**Russia:** OOO „Informationszentrum der Deutschen Wirtschaft“, 1. Kasatschi per. 5, 119017 Moskau, Russland, Tel. +7 495 7301347, Fax: +7 495 7303432, E-Mail: o.yugova@koelnmesse.ru

**Saudi Arabia:** German-Saudi Arabian Liaison, Office for Economic Affairs (GESALO), Head of Trade Fair Dept., 6th Floor, Meezan Tower, Intersection of Olaya Main Street & Makkah Rd., P.O. Box 61695, Riyadh 11575, Saudi Arabien, Tel. +966 01 4623800, Fax +966 01 4628730, E-Mail: valappil@ahk-arabia.com

**Schweiz, Suisse, Svizzera – Liechtenstein:** Handelskammer Deutschland-Schweiz, Tödistrasse 60, 8002 Zürich, Tel. +41 44 2836111, Fax +41 44 2836121, E-Mail: info@koelnmesse.ch

**Serbien und Montenegro:** Delegation der Deutschen Wirtschaft für Serbien und Montenegro, Topčin venac 19-21, 11000 Belgrad, Serbien, Tel. +381 11 2028015, Fax +381 11 3034780, E-Mail: koelnmesse@ahk.rs

**Singapore:** Koelnmesse Pte. Ltd., 152 Beach Road, #25-05 Gateway East, Singapore 189721, Tel. +65 65006700, Fax +65 62948403, E-Mail: info@koelnmesse.com.sg

**Slovenija:** Deutsch-Slowenische Industrie- und Handelskammer, Tomšičeva 3, 1000 Ljubljana, Slowenien, Tel. +386 1 252 88 55, Fax +386 1 252 88 69, E-Mail: majja.horvat@ahkslo.si

**Slovenská Republika:** Zastoupení Koelnmesse pro CR a SR, K Brečkám 108, CZ-143 00 Praha 4, Tel. +420 2 61910173, Fax +420 2 61912080, E-Mail: besperat@koelnmesse.cz

**South Africa:** Southern African-German Chamber of Commerce and Industry, No. 47, Oxford Road, Forest Town 2193, P.O. Box 80708, Houghton 2041, Tel. +27 11 4862775, Fax +27 11 4863625 +4863675, E-Mail: apringle@germanchamber.co.za

**Sverige:** Swedish Fair & Trade Service AB, Box 5215, 10245 Stockholm, Tel. +46 8 6678500, Fax +46 8 6678605, E-Mail: t.wennerblom@swedishfairtrade.se

**Syria:** INDEKO, Ibrahim Damlakhi, P.O. Box 3543, Aleppo, Tel. +963 21 4643993, Fax +963 21 4645994, E-Mail: indeko@sccs-net.org

**Taiwan:** Koelnmesse Representative Office Taiwan, 2FL-B2, No. 333, Sec. 2, Dunhua South Road, Taipei 10669, Taiwan, Tel. +886 2 7711 2200, Fax +886 2 7711 7700, E-Mail: info@koelnmesse-taiwan.com.tw

**Thailand:** Expolink Global Network Ltd., B.B. Building, 10th Floor, # 1007, 54 Sukhumvit 21 (Asoke Rd.), Klong Tye Nua, Wattana, Bangkok 10110, Thailand, Tel. +66 2 6408013, Fax +66 2 6642076, E-Mail: Koelnmesse@expolink.net

**Tunisie:** Chambre Tuniso-Allemande de l'Industrie et du Commerce DInternational, Immeuble le Dome, Rue du Lac Leman, 1053 Les Berges du Lac, Tel. +216 71 965280, Fax +216 71 964553, E-Mail: info@ahktunis.org

**Türkiye:** Tezulas Fuar Dan. Hizm. Ltd. Sti., Bagdat Cad. 181/6, 34730 Ciftehavuzlar – Kadıköy, Istanbul, Türkei, Tel. +90 216 3856633, Fax +90 216 3857400, E-Mail: info@tezulas-fuar.com

**Ukraine:** Target Exhibitions Ltd., Official Representation of Koelnmesse in Ukraine, Starokievskaya Str. 10, Of. 29, P.O. Box 42, Kiev, 04116, Ukraine, Tel. +380 44 5313831, +380 44 5313833, Fax +380 44 4832607, E-Mail: info@koelnmesse.com.ua

**United Arab Emirates:** Koelnmesse GmbH Representation in U.A.E., c/o Photo Magic International L.L.C., Room 412, Pearl Apartments, Al-Diyafah Road, Al-Hudaiba, P.O.Box 13185, Dubai, Tel. +971 4 3984718, Fax +971 4 3987511, E-Mail: koelnmesse@photomagia.ae

**Uruguay:** Cámara de Comercio Uruguayo-Alemana, Plaza Independencia 831 p.2, 11100 Montevideo, Tel. + Fax +598 2 9080898, E-Mail: cazzarini@ahkurug.com.uy

**USA:** Koelnmesse Inc., 8700 West Bryn Mawr Avenue, Suite 604 North, Chicago, Illinois, 60631, Tel. +1 773 3269920, Fax +1 773 7140063, E-Mail: info@koelnmesseafla.com

**Venezuela:** Cámara de Comercio e Industria Venezolano-Alemana, Edificio Coinsa, Piso 4, Av. San Felipe, La Castellana, Apdo. 61236, Caracas 1060-A, Tel. +58 212 2773850, Fax +58 212 2773811, E-Mail: julia.flasdicck@cavenal.org

**Vietnam:** The North Ltd., Foreign Trade, Research & Development, 35 bis Phung Khac Khoan, District 1, Hochiminh city, Vietnam, Tel. +848 3822 7655, Fax +848 3822 4775, E-Mail: koelnmesse@export2global.com