

Special Terms of Participation (B) Joint Pavilion Exhibitors

The General Terms and Conditions of Participation A and the Technical Guidelines of Messe München GmbH shall apply, insofar as the present Special Terms of Participation do not contain any provisions in derogation thereof. Messe München GmbH's Covid-19 prevention and hygiene measures also apply.

Duration:

Tuesday, 27 to Friday, June 30, 2023

Opening hours visitors:

Tuesday to Thursday 09:00 – 17:00
Friday 09:00 – 16:00

Organizer and financing body:

Messe München GmbH
Am Messesee 2
81829 München
Germany

Tel. +49 89 949-11518
Fax +49 89 949-11519
info@world-of-photonics.com
world-of-photonics.com

Joint Pavilion Exhibitors hereinafter referred to as “exhibitors” or “joint pavilion exhibitors.”

All prices indicated below are net prices. Insofar as German value-added tax is applicable, they are subject to statutory value-added tax.

B 1 Application, placement proposal, admission

Deadline for registration is **Friday, September 16, 2022.**

In addition to the data required as per the General Terms of Participation, the application must specifically list all exhibitors and their co-exhibitors including name, full address (no P. O. box), telephone and fax numbers, Internet address (URL), the respective trade fair contact with phone number and e-mail address, as well as the exhibition space the organizer has allocated to the exhibitor concerned. Furthermore, the application must list the products/services shown by each exhibitor.

In the placement proposal (stand offer), which Messe München GmbH offers to the organizer, Messe München GmbH determines the square meters of exhibition space that may be allocated to which admissible exhibitor designated in the application. In its placement proposal, Messe München GmbH reserves the right to determine the space assignment for individual exhibitors designated in the application.

The organizer is entitled to return to Messe München GmbH **50%** of the rented space before December 16, 2022.

B 2 Eligible exhibitors

The organizer undertakes to let the exhibition space rented from Messe München GmbH solely to exhibitors as designated in the application, who display eligible products and services conforming to the index of products and services. Insofar as Messe München GmbH has included in the placement proposal confirmed by the organizer a layout plan of the areas for the individual exhibitors designated in the application, the organizer may not deviate from this layout plan.

Such exhibitors as are not named in the application may not exhibit in the joint pavilion. Messe München GmbH is entitled to demand of the organizer that any exhibitor not named in the application clear the space occupied by him. If

an exhibitor designated in the application does not wish to participate in the joint pavilion, the organizer is to notify Messe München GmbH to this effect without delay; the area provided to the organizer is then reduced by the space Messe München GmbH intended for the exhibitor concerned.

The index of products and services must be completed for each exhibitor.

Moreover, exhibitors on the joint pavilion must meet the following qualification: Manufacturer, Importer, Distributor or Service company.

B 3 Participation fee, other charges

The net participation fee is: **EUR 250**
per m² of exhibition space rented by the organizer from Messe München GmbH.

Two-story stand construction

On two-story constructions, the upper floor space is charged at **80%** of the respective ground floor rate.

Messe München GmbH offers the organizer by way of its placement proposal a participation fee. When calculating the exhibition area, each square meter of exhibition space Messe München GmbH lets to the organizer or the organizer sublets or assigns to exhibitors is charged in full, with the exhibition area calculated principally as a rectangular space taking no account of projections, beams, installation connection areas, etc.

The participation fee covers the stand space rental and moreover comprises extensive services provided by Messe München GmbH, which include in

particular: advice on stand planning, advice on the technical conditions and requirements on site regarding stand design, advice on setting up and dismantling the stand, concept and public relations work for the fair, visitor marketing and visitor acquisition for the fair, preparation and organization of trade-fair related opening events, press conferences, presentations and exhibitor evenings, insofar as these are organized by Messe München GmbH, the preparation and implementation of forums and special shows, insofar as these are organized by Messe München GmbH or third parties on behalf of Messe München GmbH, the provision of exhibitor passes for authorized persons in accordance with clause B 11 “Exhibitor passes”, the provision of advertising media, the lighting, heating and air-conditioning of all the exhibition spaces, basic guard service for the event site, regular cleaning of general areas, the provision of loudspeaker systems used for informing visitors to the fair, and other visitor information systems including signage, the provision of visitor lounges, meeting rooms and catering facilities for exhibitors, visitors and the press within the exhibition premises, the deployment of first-aid operatives as well as traffic routing to and within the event site.

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Cont. B 3 Participation fee, other charges

Mandatory communication fee

Each exhibitor at the joint pavilion will be charged a mandatory communication fee amounting to **EUR 545**. This fee includes the basic entry in the trade fair media (print, online and mobile, cf. B 10 Media services) plus one copy of the visitor guide (hand-out on site at the fair). It also covers the basic entry in the visitor guide, and other communication services as set out in provision B 10 "Media services (print, internet, mobile)." Exhibitors can book other entries in the respective advertising media for extra charges. The additional entries and advertising options, as well as the prices provided by the Media Services Partner commissioned by Messe München GmbH, will be displayed in the Exhibitor Shop and may be booked via a separate ordering system.

Fixed waste-disposal fee

The mandatory, flat-rate waste disposal fee in the amount of **EUR 4.90/m²** is to cover the disposal of all waste generated at the organizer and the exhibitor's booth during setup and dismantling and throughout the duration of the trade fair. The disposal of production waste, entire stand elements and complete exhibition stands is not covered by this fee.

AUMA charge

The German Council of Trade Fairs and Exhibitions (AUMA) levies all exhibitors a charge of **EUR 0.60/m²** of rented exhibition space. This amount is charged by Messe München GmbH to the organizer for all exhibitors in the joint pavilion and transferred directly to AUMA. The AUMA charge will be invoiced together with the participation fee.

Advance payment

The organizer is to pay Messe München GmbH an advance service payment amounting to **EUR 20/m²** of the exhibition space Messe München GmbH lets to the organizer.

Energy cost surcharge

An energy cost surcharge of **EUR 5/m²** of rented exhibition space will be charged. In principle, the participation fee includes the costs for lighting, heating and air conditioning of all exhibition spaces. Due to the recent sharp rise in energy prices, Messe München GmbH is forced to charge this energy cost surcharge in addition.

B 4 Terms of payment (cf. A 7)

The participation fee is due for payment together with the mandatory communication fee, the flat waste disposal charge for waste generated during the event, the AUMA charge and the advance service payments as well as with the other items listed in the invoice as of the deadline stated in the invoice.

Prior payment of the invoiced amounts is a condition for access to the joint exhibition area, the basic entry in the catalog and the provision of exhibitor passes. All invoiced amounts in all Messe München GmbH invoices relating to the event, must be transferred in **EUR**, without deductions and free of all charges to one of the accounts specified in the respective invoice, indicating the reference number.

Due to value-added tax legislation requirements, Messe München GmbH can only issue or readdress invoices to an invoice recipient other than the exhibitor, if the recipient is Messe München GmbH's contractual partner concerning the

services to be charged. If the exhibitor wants to designate the invoice recipient as the contractual partner of Messe München GmbH instead of himself, he can request the appropriate form at the e-mail address provided in the application. The form should be completed and signed with legally binding effect and returned to Messe München GmbH. Messe München GmbH is under no obligation to accept the different invoice recipient named by the exhibitor as its contracting party. Insofar as Messe München GmbH has already rendered services to the exhibitor at the time of receipt of this form, Messe München will have to bill these services to the exhibitor (cf. A7). Should the exhibitor wish to have an invoice re-issued because the name, legal form or address of the invoice recipient has changed, the exhibitor is bound to pay Messe München GmbH a fee of **EUR 50** for each invoice amendment, unless the data included in the original invoice in respect of the name, legal form or address of the invoice recipient was incorrect and Messe München GmbH was responsible for the incorrect data.

B 5 Dates of setting up and dismantling (cf. A 15)

Setup

June 24 and 25, 2023, each 07:00 – 23:00
June 26, 2023, 07:00 – 18:00

Note:

An early setup for LASER World of PHOTONICS 2023 can be offered. This is subject to a fee and can be requested via the TAS2.

Truck check-in during setup:

Trucks over **7.5 tons** must register at the truck (LKW) check-in on site. Further information will be made available with the traffic guide.

On the last day of setup, June 26, 2023, all delivery and stand-construction vehicles must be removed from the halls and the outdoor exhibition area by 20:00 at the latest. Vehicles which are still in the halls or the outdoor exhibition area after this time will be removed by Messe München GmbH at the risk and expense of the organizer. Furbishing work and decoration in the exhibitor's own stand space is possible until 20:00.

An extension of the setup time is permissible only in exceptional cases and with the prior written consent of Messe München GmbH, Technical Exhibition Services Division.

Dismantling

June 30, 2023, 16:00 – 24:00
July 1, 2023, 07:00 – 23:00
July 2, 2023, 07:00 – 18:00

Access to the fairgrounds for stand construction firms and delivery vehicles on June 30, 2023 no earlier than 18:00.

Truck check-in during dismantling:

Trucks over **7.5 tons** must register at the truck (LKW) check-in on site. Further information will be made available with the traffic guide.

An extension of the dismantling time is permissible only in exceptional cases and with the prior written consent of Messe München GmbH, Technical Exhibition Services Division.

Should exhibits be removed or the stand dismantled before the fair closes, Messe München GmbH can demand that the organizer pays a contractual penalty of **EUR 500**.

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B 6 Stand design and equipment

Stand designs for two-story constructions, for stands larger than **100 m²**; stand structures exceeding **3 m** in height or covered/canopied stands require prior authorization. Dimensioned drawings including floor plans and elevations on a scale of 1:100 must be submitted in duplicate to Messe München GmbH's Technical Exhibition Services Division for approval no later than 6 weeks before setup begins.

Halls, general

One-story construction

The maximum construction height is **6 m**. The maximum advertising height (upper edge) is **7.50 m**.

Two-story construction

The maximum construction height is **6 m**. The maximum advertising height (upper edge) is **7.50 m**.

In addition, the maximum construction height (clearance) alongside the hall walls must be observed (see description of halls and outdoor exhibition grounds).

The partition walls facing the neighboring stand must be kept white, neutral, free of installations and clean above a height of **2.50 m**. It is recommended that organizers install partition walls (height **2.50 m**) as demarcation to neighboring stands. Messe München GmbH supplies partition walls only at the request and expense of the organizer. Please submit orders for these walls or additional cabin walls (height **2.50 m**) using forms 2.13 to 2.17. In the case of advertising structures directly facing adjoining stands, there must be a minimum distance of **2 m** to the stand perimeters. Flashing or changing lights must not be used for advertising purposes. The stand design must be adapted to suit the type of rented stand (row, corner, end, island stand), e.g. by partition wall systems. The joint pavilion should also meet the character of the respective trade fair to preserve the visual identity of the event. Messe München GmbH is entitled to demand changes in stand design on this account.

Stand construction approval

Please note that each installer of an exhibition stand is solely responsible for its construction, setup and operation, as well as for compliance with public statutory regulations, insofar as applicable to exhibition stands, and compliance with Messe München GmbH's Technical Guidelines and the General Terms of Participation. No approval of plans from Messe München GmbH is necessary given compliance with the following requirements:

- stand and/or advertising structures no higher than **3 m**
- stand area no larger than **100 m²**
- stand is without covering/canopy.

Any stand concepts in non-compliance with the aforementioned requirements are to be submitted in duplicate for approval to Messe München GmbH's Technical Exhibition Services Division, containing to-scale stand design plans (ground plan, elevations and sectional drawings) no later than 6 weeks prior to official setup date. If items are to be suspended from the hall ceiling, the work involved must be carried out by Messe München GmbH's contractors. The placing of motor vehicles of any kind on the stand area for exhibition or decorative purposes is prohibited and is permissible only in exceptional cases on the prior written consent of the Exhibition Management. Moreover, multi-story stands and special constructions (such as bridges, stairs, cantilever roofs, galleries, etc.) are as a general rule subject to separate approval. Please consult the "Building Regulations" set out in form 1.3. for further information.

Please note under all circumstances the requirements set out in the Technical Guidelines and the information included in the individual notices. The respective exhibitor services order forms for further processing and additional stand services will be made available to you in due time.

B 7 Technical installations

Applications for electrical installation, water and telephone connections can be considered only if submitted through the Exhibitor Shop. Messe München GmbH provides information about applicable connection fees and specific terms of delivery in the Exhibitor Shop. For further details about order deadlines, please refer to the Exhibitor Shop. The technical services designated accordingly in the Technical Guidelines such as the provision of installations to supply the stand with electricity and water can be ordered only from Messe München GmbH.

Wired telecommunications equipment may only be provided by Messe München GmbH; Deutsche Telekom AG and other network operators are not authorized at the exhibition center. To connect his own stand area, the exhibitor may operate his own wireless LAN network at his stand after prior written approval from Messe München GmbH; the specifications of Messe München GmbH are to be complied with. Technical services should be ordered no later than **Wednesday, May 17, 2023**.

B 8 Use of equipment

Only cranes, fork-lift trucks and working platforms may be used that have been provided by the Messe München GmbH service partners responsible. In

special cases, permission must be obtained from Messe München GmbH's Technical Exhibition Services Division.

B 9 Sales regulations

Direct sales and other services or deliveries made from the stand are not permitted. Exhibited goods may not be delivered to purchasers until after the fair has closed. It's not permitted to show the selling price openly. In accordance

with section 64 of trade regulations (GewO), sales are permitted only to wholesalers, resellers or trade customers.

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B 10 Media services (print, internet, mobile)

The organizer will ensure that each exhibitor at the joint pavilion submits the package booking, print—internet—mobile, or will submit such booking for each exhibitor at its joint pavilion. Entries are mandatory and subject to a fee.

For joint pavilion exhibitors, the basic entry includes:

- in the alphabetical exhibitor directory: the company name, street, postcode, place, country code, telephone number, e-mail/website address, hall and stand number
 - in the application directory: two entries with company name, hall and stand number
 - in the product and service directory: three entries with company name, hall and stand number
- as well as
- social media links (online and mobile)
 - entry in visitor guide
 - digital contact form

An upgrade of the media offer with text component (teaser text and company text) can be booked for an extra charge of **EUR 200**.

The basic entry is subject to a charge (cf. B3—Mandatory communication fee) Additional listing options, e.g. in the product directory, and other advertising opportunities in these media can be booked via the Exhibitor Shop. The Exhibitor Shop will be available for order placement in good time. The online ordering system will be made available to applicants in good time by the commissioned media services partner. The media services partner handles these extra listings with the ordering party in his own name and his own account. Messe München GmbH assumes no liability for the accuracy or completeness of the trade fair media (print, online and mobile).

The official media services partner for this trade fair is:

jl.medien GmbH
Inselkammerstraße 5
82008 Unterhaching
Germany
Tel. +49 89 666166-24
info@world-of-photonics-media.com

B 11 Exhibitor passes

Each joint pavilion organizer and exhibitor receives 2 free exhibitor passes independently of stand size.

Additional exhibitor passes can only be purchased via the Exhibitor Shop for **EUR 56/piece**. Exhibitor passes are intended solely for stand personnel, and must not be passed on to third parties.

Please note: both free and fee-based tickets should be ordered and personalized via the Exhibitor Shop.

In case of abuse, Messe München GmbH is entitled to withdraw the exhibitor pass.

The exhibitor pass does NOT entitle the holder to free use of local public transport (MVV—Munich Transport and Tariff Association).

B 12 Communication/Circular letters

Following stand allocation, organizers will be informed by circular (e-mail) of further details concerning preparation and organization of the trade fair.

B 13 Noise, sound effects, GEMA

Machine demonstrations as well as video, music and stage shows, etc. held during the event (see opening hours) require the prior authorization of Messe München GmbH and must be conducted in such a way that neither visitors nor other exhibitors are disturbed. Accordingly, loudspeakers and other acoustic amplifiers/sound systems must be turned towards the exhibition stand and may not sound off on neighboring stands or aisles. The sound level may not exceed **70 dB (A)** at the stand perimeter (see also Technical Guidelines 4.7.7, 5.8.1 and 5.15). Messe München GmbH reserves the right to limit or prohibit demonstrations of any kind—irrespective of previous authorization—causing noise, optical disturbances or for other reasons constituting a hazard or impairment to the event and especially to event participants. The relevant statutory provisions must be observed.

Under the terms of the Copyright Act, the permission of GEMA – Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (Musical Performance and Mechanical Reproduction Copyright Watchdog) is required for musical renditions of any kind. Further information can be obtained directly from the following GEMA contact:
GEMA, 11506 Berlin, kontakt@gema.de, www.gema.de
Unnotified reproductions of music may result in damage compensation claims by GEMA (§ 97, copyright law).

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B 14 Photography, filming, video recording and sketching (cf. A 10)

A fee-based authorization by Messe München is required for professional photo and film recordings at the exhibition center. All information on this will be published in the Exhibitor Shop in the corresponding leaflet.

The usage of drones during LASER World of PHOTONICS 2023 is expressly prohibited at all times (setup, runtime, dismantling).

B 15 Evening events

Evening events on the exhibition stand require authorization by Messe München GmbH and must be notified by June 6, 2023 at the latest. Events on June 27, 28 and 29, 2023 may start at 17:00 and must end no later than 22:00. Until 22:30, the necessary clearing-up work may be undertaken on the stand area. By 23:00 at the latest, all persons must have left the fairgrounds. The exhibitor is responsible for ensuring that the attendees of his evening event do not access other trade fair booths or touch any exhibits located there. The exhibitor is to ensure that the attendees of his evening event follow the instructions of the safety and security service employed by Messe München GmbH.

The minimum scope of the safety and security services necessary is determined by Messe München GmbH. The exhibitor indemnifies and holds Messe München GmbH harmless in connection with the evening event.

The services provided by Messe München GmbH in connection with each evening event are charged to the exhibitor in the final invoice.

To ensure a smooth, uninterrupted event, we recommend that you consult with your booth neighbors of the planned party in advance. Please note that the volume of musical renditions on the stand may not exceed **70 dB (A)**.

B 16 Deliveries

Consignments, letters and other mail to be delivered to the exhibitor's stand must carry the following details:

- Name of the event (Messe München GmbH—LASER World of PHOTONICS 2023)
- Hall (designation: A, B or C as well as the number of the hall (1–6)) and stand number of the exhibition stand (e.g. A2.503)
- Company name (c/o Name of the exhibitor)
- Mobile phone of a contact person of the respective exhibitor
- Am Messesee 2, 81829 Munich, Germany

Messe München GmbH does not take delivery of consignments, letters and other mail intended for exhibitors or third parties. Consignments can only be accepted by an employee of the exhibiting company on site at the stand. Exhibitors are advised not to deposit shipments or other objects unsecured in the hall or the outdoor exhibition area during setup and dismantling times.

Services with regard to the receipt and dispatch of consignments are offered by the authorized freight forwarders at the exhibition center.

B 17 Restoration of exhibition areas

All exhibition areas must be handed over to Messe München GmbH's Technical Exhibition Services Division in their original condition by the stipulated date for

completion of dismantling. To this end, the areas must be registered in good time with the Technical Exhibition Services Division for inspection and approval.

B 18 Contractual penalty

If the exhibitor culpably violates the above-mentioned regulations (Terms of Participation A and B), after an unsuccessful, disciplinary warning, Messe München GmbH is entitled to claim a contractual penalty of **EUR 500** per day.

B 19 Alterations

Messe München GmbH reserves the right to make alterations and additions in matters affecting technical handling and safety.

Messe München GmbH also reserves the right to amend and supplement its Covid-19 prevention and hygiene protocols; exhibitors will be informed of any changes in good time.