

## Special Terms of Participation (B) Start-up Joint Pavilion

The General Terms and Conditions of Participation A Joint Pavilions and the Technical Guidelines of Messe München GmbH shall apply, insofar as the present Special Terms of Participation for Joint Pavilions do not contain any provisions in derogation thereof.

### Duration:

Monday, 17 to Saturday, April 22, 2023

### Opening hours visitors:

Monday to Friday 09:30–18:00  
Saturday 09:30–16:00

### Opening hours for exhibitors:

Monday to Friday 07:30–19:00  
Saturday 07:30 until the end of dismantling

### Organizer and financing body:

Messe München GmbH  
Messegelände  
81823 München  
Germany

Tel. +49 89 949-11308  
Fax +49 89 949-11309  
[info@bau-muenchen.com](mailto:info@bau-muenchen.com)  
[www.bau-muenchen.com](http://www.bau-muenchen.com)

All prices indicated below are net and subject to applicable value-added tax.

### B 1 Application

The application is to be submitted online at [www.bau-muenchen.com/start-ups-en](http://www.bau-muenchen.com/start-ups-en). The application can also be filed via an application form, which can be requested from the exhibition organizer. It is to be submitted to Messe München GmbH fully completed and signed.

Start of space allocation is June 2022.

### B 2 Eligibility

Admissible as exhibitors are all German manufacturers; all manufacturers from abroad or their German branch establishments; main importers; specialist dealers or service companies authorized by manufacturers; and those firms that are authorized by a manufacturer's works to exhibit its products. Main importers and authorized specialist dealers may only exhibit exhibits from manufacturers which are not represented at this trade fair/exhibition themselves.

All exhibits must correspond to the product index of the respective trade fair/exhibition and be designated by name and exact type in the application. Objects other than those announced and admitted must not be exhibited. The Messe München GmbH exhibition organizer has the final decision on admission.

### B 3 Participation fee, advance payment for services (cf. A 7)

The participation fee for the Start-up Joint Pavilion is: **EUR 2,900**

The "BAU Start-up" stand package can only be used by legally independent, young innovative companies with new product and process developments that are less than ten years old and have fewer than 50 employees.

The "BAU Start-up" package per exhibitor includes:

- 1 work space (approx. 6 m<sup>2</sup>) on the "BAU Start-up" area
- 2 exhibitor passes free of charge
- stand construction and equipment
- technical services (WLAN, power plug)
- logo graphic print at workspace
- daily cleaning and waste disposal (includes fixed waste-disposal fee)
- listing at online exhibitor directory (includes mandatory communication fee)
- AUMA charge included
- media services: marketing-, press- and social-media-campaigns

**Note:** Additional services can be booked individually.

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 9 "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.

#### Mandatory communication fee

Exhibitors will be charged a communication fee for each of their stands amounting to **EUR 1,200**. This fee includes the basic entry in the directories/BAU 365, and other communication services as set out in provision B 8 "Directories/BAU 365 (media services)." Exhibitors can book other entries in the respective advertising media for extra charges. Prices for the additional listing and promotion opportunities are given on the respective order forms, which will be sent to exhibitors by the media services partners contracted by Messe München GmbH.

#### AUMA charge

The German Council of Trade Fairs and Exhibitions (AUMA) levies all exhibitors a charge of **EUR 0.60/m<sup>2</sup>** of rented exhibition space. This amount is charged by Messe München GmbH and transferred directly to AUMA.

#### Fixed waste-disposal fee

The mandatory, flat-rate waste disposal fee in the amount of **EUR 8.50/m<sup>2</sup>** is to cover the disposal of all waste generated at 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.

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### B 4 Terms of payment (cf. A 7)

The amounts invoiced in all invoices issued by Messe München GmbH in connection with the event are to be transferred in euros, without deductions and free of all charges to one of the accounts specified in the respective invoice, indicating the customer number. The times of payment specified in the invoices are binding and are to be complied with.

The final invoice for all additional costs (e.g. technical services (cf. A 7), services, electricity, parking permits, ticket vouchers, etc.) will be sent to the exhibitor after the end of the event (approx. 6 weeks). It is payable immediately upon receipt.

Due to value-added tax legislation requirements, Messe München GmbH can only issue or re-address 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. A 7). 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

Further information on the dates for assembly and dismantling will be provided in a separate information letter approx. 8 weeks before the start of the trade fair.

#### Logistics control system during setup and dismantling for trucks:

Vehicles with a **total length of more than 8 m or over 7.5 tons** are required to reserve a time slot for deliveries and pick-up of cargo in advance, and report to the truck check-in on arrival before entering the grounds. Further information will be made available with the traffic guide.

On the last day of setup, April 16, 2023, all delivery and stand-construction vehicles must be removed from the halls and the outdoor exhibition area by 18:00 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 respective exhibitor. Furbishing work and decoration inside the stand 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

Further information on the dates for assembly and dismantling will be provided in a separate information letter approx. 8 weeks before the start of the trade fair.

Access to the fairgrounds for stand construction firms and delivery vehicles on April 22, 2023 no earlier than 16:00.

An extension of the dismantling time is unfortunately not possible.

The setup and dismantling dates indicated in the Special Terms of Participation must be strictly observed. Stands that are not occupied on the last day of setup may be used for another purpose by Messe München GmbH. Exhibitors that are admitted to the fair are also obligated to participate in the fair. During the entire trade fair and the stipulated opening hours, all stands must be properly equipped and sufficiently staffed with qualified personnel.

Transporting fair-related equipment from the stand and dismantling stands prior to the conclusion of the fair is not permitted. In the event of a violation of this regulation, Messe München GmbH is entitled to charge the exhibitor a contractual penalty of **EUR 5,000**.

### B 6 Technical installations

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. For further details about order deadlines, please refer to the Exhibitor Shop. 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.

### B 7 Sales regulations

Open selling or other provision of goods and services from the stand is not permissible. Exhibited articles may be delivered to purchasers only after the end of the fair. It is not permitted to show the selling price openly. Under

No. 64 GewO (German trade regulation act), it is permissible to sell only to commercial resellers, commercial consumers and bulk purchasers.

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### B 8 Directories/BAU 365 (media services)

The basic entry includes an company profile (900 characters), place, hall and stand number as well as the listing in the product index and this is invoiced by Messe München GmbH (cf. B 3 Mandatory communication fee). The first and last name, telephone, fax and mobile numbers, and e-mail address will require the explicit final approval and consent by the exhibitor, as it may potentially be personal data; otherwise this information may not be published. Exhibitors can book additional listings and other presentation opportunities in these communication media in a separate order process. The booking option will be made available to applicants in good time by the media service partners commissioned, who handle these extra listings with the applicant in their own name and on their own account. Messe München GmbH assumes no responsibility for the accuracy and completeness of the directories/BAU 365.

The exhibitor is solely responsible for the permissibility under law—and particularly the law on competition—of entries placed in the company profile of Messe München GmbH at the instigation of the exhibitor. Should third parties assert claims against Messe München GmbH on account of the imper-

missibility of the entries under law in general or the law on competition, the placer of the entries shall hold Messe München GmbH fully safeguarded against all claims asserted including all costs of any necessary legal defense on the part of Messe München GmbH. The same applies to entries from exhibitors, co-exhibitors and exhibitors on joint stands that the respective exhibitor has arranged in the Messe München GmbH directories/BAU 365.

The official media services partners for the directories/BAU 365 are:

NEUREUTER FAIR MEDIA GmbH Büro Essen Westendstraße 1 45143 Essen Germany Tel. +49 201 36547-410 Fax +49 201 36547-325 <a href="mailto:bau@neureuter.de">bau@neureuter.de</a>	Online platform BAU 365 Plan.One GmbH Kammerratsheide 36 33609 Bielefeld Germany
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### B 9 Exhibitor passes (as Mobile or Print@home-Tickets)

Exhibitors of the Start-up joint pavilion obtain 2 exhibitor passes valid for the duration of the event.

The exhibitor passes also show the first and last name of the ticket holder next to the company name. Ordering, shipping and invoicing of the exhibitor passes will be handled online.

The data contained on the exhibitor pass can, once consent is received, be published as the exhibitor's contact person on the online platform BAU 365.

Additional exhibitor passes can be ordered through the BAU Exhibitor Shop (expected available as of summer 2022) at the following link: [www.bau-muenchen.com/shop/en](http://www.bau-muenchen.com/shop/en)

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

Prices for exhibitor passes are listed in the Exhibitor Shop. Exhibitor passes are intended for stand staff only and may not be passed on to third parties. In case of abuse, Messe München GmbH is entitled to withdraw the exhibitor pass. The number of exhibitor passes does not increase through the taking in of co-exhibitors.

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

### B 10 Photo, film and video shooting (cf. A 10)

For professional photo and film shots of the exhibitor's own stand during setup, throughout the duration of the trade fair and dismantling, authorization is required from Messe München GmbH unless the exhibitor commissions persons who have already been admitted for this purpose and these possess a valid pass issued by Messe München GmbH. The exhibitor or the photographer commissioned receives the authorization at the security control center of Messe München GmbH, Administration Building, access via Gate 1. For the

authorization, a written order issued to the photographer as well as the applicant's ID card is to be submitted. A fee is charged for the authorization. Information on the exact fee and other terms for applying for the authorization will be made available in summer 2022.

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

### B 11 Stand parties

Stand parties on the exhibition stand require authorization by Messe München GmbH and must be notified no later than 7 calendar days prior to the start of event. Events on April 17, 18, 19, 20 and 21, 2023 may start no earlier than 18:00 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 stand party do not access other trade fair booths or touch any exhibits located there. The exhibitor is to ensure that the attendees of his stand party 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 stand party.

The services provided by Messe München GmbH in connection with each stand party 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.



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### B 12 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—BAU 2023)
- Hall (designation: A, B or C as well as the number of the hall (1–6)) or the outdoor exhibition area (designation: F and the block number (5–13))
- Stand number of the exhibition stand (e.g.: A6.510)
- Name of the exhibitor
- Messengelände/Willy-Brandt-Allee, 81829 Munich, Germany

Messe München GmbH does not take delivery of consignments, letters and other mail intended for exhibitors or third parties. 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 13 Noise, sound effects

All types of performances and presentations as well as all forms of visual, moving or acoustic advertising require Messe München GmbH's prior written approval. They may not disturb any other event participants, cause crowding

that blocks the aisles nor drown out the public address system in the halls. The noise level at the stand perimeter may not exceed **70 dB (A)** (see Technical Guidelines 4.7.7, 5.8.1, 5.11).

### B 14 Alterations

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