



CIMT 2023
**The 18th China International
 Machine Tool Show**
10 – 15 April 2023, Shunyi Halls
(former NCIEC), Beijing

Messe München GmbH
 Messegelände
 81823 Munich, Germany
 Tel.: +49 89 949-20424
 E-mail: cimt-cmt@messe-muenchen.de
 URL: messe-muenchen.de

Exhibitor application form for the German Group (1/2)



Company

Street, P.O. Box

City, postal code

Country

Area code

Telephone

Fax

E-mail (of responsible project-manager)

Contact:

Mr.

Ms.

Position

(please name here above the responsible project-manager!)

Application deadline

07th October 2022

Space will be allocated on first come first serve basis as per space availability and in accordance to the needed load-capacity of the flooring for the working exhibits of exhibitors!

Member of the following trade associations:

Website

European VAT ID-No. of your company

We are:

Manufacturer Dealer Importer Distributor Service company (multiple entries possible)

Headquarter of the parent company (city, country), if applicable: _____

BILLING ADDRESS (only if address differs from above)

Company

Contact

Address

Telephone

E-mail

The exhibitor remains liable for payment, even when the invoice is sent to a separate billing address. Subsequent changes regarding contact details – especially the wish of re-issuing of invoices – are being charged with a handling fee of EUR 100,00. Invoices are being sent by e-mail.

We wish to participate and need due to our planned exhibits to apply for:

Price category	Price	Space request (minimum 12 m ²)
<input type="checkbox"/> Space within regular halls	EUR 360/m ² + reg. fee (€ 450,-/- main exhibitor)	_____m ²
<input type="checkbox"/> Space within temporary halls	EUR 330/m ² + reg. fee (€ 450,-/- main exhibitor)	_____m ²

Important notes

- This application form is only valid when the applicant receives a written admission confirmation from the organizer, which signifies the conclusion of the rental contract (Final Admission).
- The organizers cannot guarantee to comply with your demand. Space will be allocated depending on the availabilities.
- In case of cancellation the regulations according to A 6. of the General Terms of Participation respectively B 6. of the Special Terms of Participation have to be observed.

Shell scheme packages:

Shell scheme packages are mandatory for space applications smaller than **36 sqm in regular halls**, respectively smaller than **24 sqm in temporary halls**. There will be a variety of shell scheme packages on offer – latest coming with the Final Admission in 2022.

Co-exhibitors:

A charge of **EUR 395** will be applicable for each co-exhibitor or additionally represented company. Please fill out the form "Application for registration of co-exhibitors or represented companies" attached (page 3).

The attached Special Terms of Participation (B) and the General Terms of Participation (A) are recognized as legally binding in all parts. Each applicant acting on behalf of a third party shall be directly liable for meeting the demands of Messe Muenchen in respect of the above trade fair.

Please go to page 2/2



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Exhibitor application form (German Group)

Index of products and services (2/2)

Important: mandatory attachment to the CIMT 2023 Exhibitor application form

We shall be presenting exhibits and/or services, which belong to the following product group(s) in the CIMT 2023 product index. This information is necessary for correct space allocations, not meant for any entries within the show-catalogue of CIMT 2023.

Main product groups:

Please tick, which main product groups you are planning to display or which services you offer principally:

1	Metal Working Machines	<input type="checkbox"/>	7	Metal Forming	<input type="checkbox"/>	13	Test & Measurement	<input type="checkbox"/>
2	Cutting Machine Tools	<input type="checkbox"/>	8	Surface Treatment	<input type="checkbox"/>	14	Material Handling	<input type="checkbox"/>
3	Foundry	<input type="checkbox"/>	9	3-D-Printing	<input type="checkbox"/>	15	Electric, Hydraulic, Pneumatic Components	<input type="checkbox"/>
4	Welding	<input type="checkbox"/>	10	Tools	<input type="checkbox"/>	16	Servo Systems & Motors	<input type="checkbox"/>
5	Abrasive Technologies	<input type="checkbox"/>	11	Industrial Robots, Automation	<input type="checkbox"/>	17	Control, Software, IT	<input type="checkbox"/>
6	Laser, Plasma Non-Traditional Processing	<input type="checkbox"/>	12	Other Manufacturing Technologies	<input type="checkbox"/>	18	Engineering Consultancy, Services, R&D	<input type="checkbox"/>

The Principal Product-Segments of CIMT 2023:

Machine Tools – Forming Machines/Laser Technology – Automation/Robotics – Tools – Accessories/Components

Important: Please fill-in:

Some areas are not suitable for heavy exhibits (more than 500 kg) and/or working exhibits, which need 3-phase power-supply. Please tick below what kind of exhibits you are planning to display at **CIMT 2023**:

- We plan to display **(working) machines**, weighing **more than 500kg**, which also will need **3-phase power** and further technical connections, like **pressed air** or **water/waste-water** supply..
- We will have only tools, parts and components, small machines or samples on display, respectively will have an information-booth only.

We hereby acknowledge and accept the "General Terms and Conditions" as well as the "Special Terms & Conditions". Please do not transfer any (down-)payment – there will be separate invoicing after final admission.

Place : _____ Date: _____

Company stamp & legally binding signature:



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Co-exhibitor/ additionally represented company Application form (German Group)

(to be filled in by the main exhibitor)

MAIN EXHIBITOR

STAND NO. (if already known) | _____ | **COMPANY** | _____ |
Mobile | _____ | **E-mail** | _____ | **Tel.** | _____ |

We hereby authorize the company below as co-exhibitor at our stand at **CIMT 2023**. The company has all technical and commercial documents necessary for the information of visitors concerning the exhibits on displays. The exhibits correspond with the "Index of products and services" of CIMT 2023.

CO-EXHIBITOR

ADDITIONALLY REPRESENTED COMPANY *)

Company

 Street, P.O. Box

 City, postal code

 Country

 Area code Telephone Fax

 E-mail (of responsible project-m

 Contact: Mr. Ms. Position

*) such like distributor, agent, representative, branch-office, etc., if those shall be counted and listed as exhibitor...

Website

 Legal representative (like president, chairman, general manager, etc.)

(please name here above the responsible project-manager!)

They are:

Manufacturer Dealer Importer Distributor Service company (multiple entries possible)

Headquarter of the parent company (address, country), if applicable: _____

INDEX OF PRODUCTS AND SERVICES

1	Metal Working Machines	<input type="checkbox"/>	7	Metal Forming	<input type="checkbox"/>	13	Test & Measurement	<input type="checkbox"/>
2	Cutting Machine Tools	<input type="checkbox"/>	8	Surface Treatment	<input type="checkbox"/>	14	Material Handling	<input type="checkbox"/>
3	Foundry	<input type="checkbox"/>	9	3-D-Printing	<input type="checkbox"/>	15	Electric, Hydraulic, Pneumatic Components	<input type="checkbox"/>
4	Welding	<input type="checkbox"/>	10	Tools	<input type="checkbox"/>	16	Servo Systems & Motors	<input type="checkbox"/>
5	Abrasive Technologies	<input type="checkbox"/>	11	Industrial Robots, Automation	<input type="checkbox"/>	17	Control, Software, IT	<input type="checkbox"/>
6	Laser, Plasma Non-Traditional Processing	<input type="checkbox"/>	12	Other Manufacturing Technologies	<input type="checkbox"/>	18	Engineering Consultancy, Services, R&D	<input type="checkbox"/>

The participation fee for each admitted co-exhibitor/ additionally represented company is **EUR 395** and will be charged to the main exhibitor. The fee covers administrative costs, the basic entry in the show directories and free exhibition badges.

Place : _____ **Date:** _____

Company stamp & legally binding signature (main-exhibitor):



CIMT 2023
The 18th China International
Machine Tool Show

Venue: Shunyi Halls (former NCIEC), Beijing, P. R. China
Duration and opening hours: April 10 – 15, 2023; 09:00–17:00
Contact: Messe München GmbH
 Am Messesee 2, 81829 Muenchen, Germany
 Tel.: +49 89 949-20424
 E-mail: cimt-cmnt@messe-muenchen.de
 URL: messe-muenchen.de Muenchen India

Special Terms of Participation (B)

B 1. Attendance fees

1.1.1 Space Rental Packages (min space 12 sqm)

Space Rental Package – regular halls €	360,00/sqm
(min 12 sqm / raw space only min 36 sqm)	
Space Rental Package – temp. halls €	330,00/sqm
(min 12 sqm / raw space only min 24 sqm)	

1.2.1 Registration Fee (exhibitor) € **450,00**

1.2.2 Registration Fee (per co-exhibitor) € **395,00**

Exhibitors and co-exhibitors are required each to pay the a. m. registration fee. The registration fee includes:

- Basic entry into the alphabetical list of the exhibition (printed show catalogue of organizer)
- Basic entry on the official website of the exhibition
- Issuing of exhibitor badges (foc referring to stand size)
- Common visitor promotion and information material
- Special advertising expenses for the German Group at CIMT
- General advertising expenses
- Administrative expenses

1.3. Stand Construction, like various package offers, additional stand equipment – mandatory for booth sizes less than 36, respectively 24 sqm – as well as technical connections, like power, pressed air, water and waste-water connections, must be ordered separately (see **Booth Construction Order Form** of Messe München Shanghai, respectively the **Exhibitor Manual** – issued latest with the final admission).

B 2. Space Rental Packages Services for Exhibitors

2.1. Services

- 2.1.1. Technical and organizational management by MMG during preparation, event-days and after the exhibition.
- 2.1.2. Coordination with organizers and service-providers
- 2.1.3. Provision of an organizer's office / service station on-site
- 2.1.4. On-site personnel during build-up and duration of the event (German, Chinese, English speaking)
- 2.1.5. Provision of a German Lounge for exhibitors, their staff and their visitors (subject to capacity and availability)
- 2.1.6. Daily cleaning of the aisles
- 2.1.7. Security and fire-protection

2.2. Remarks

- 2.2.1. An abandonment of single specific or general services causes no claim to reduce the participation fee.
- 2.2.2. All materials and the total equipment are provided for the duration of this event on a rental basis only.

B 3. Permitted exhibits and exhibitors (see A 9.)

All domestic and foreign manufacturers or their Chinese subsidiaries, general importers and specialist dealers authorized by the manufacturers are admitted as exhibitors. General importers and authorized specialist dealers may only exhibit machines and plants whose manufacturers are not represented at CIMT 2023.

All exhibits must correspond to the relevant range of exhibits for this trade fair and be designated by name and category on the application form. Articles other than those permitted and registered, as well as used or leased machinery, may not be exhibited. The Chinese organizer CMTBA and Messe Muenchen have the final decision. Organizers of joint companies' participations with an own stand are exhibitors as defined by the Special Terms of Participation.

B 4. Co-exhibitors and additionally represented companies (see A1/2/4)

Permission for co-exhibitors and additionally represented companies must be requested in writing (please refer to the "Co-exhibitor/additionally represented company application form"). The registration fee is EUR 395 for each co-exhibitor or additionally represented company admitted.

B 5. Exhibitor's Manual

The Exhibitor's Manual for the German Group at CIMT 2023 will be sent to every exhibitor after the official admission. Technical or other services within the scope of the trade fair can be ordered in compliance with the there mentioned rules and conditions.

B 6. Cancellation Fee

(s. A 6. of General Terms of Participation)

In case of cancellation of participation by the exhibitor, following cancellation fees are due:

- Cancellation after receipt of application form, but before deadline / allocation date printed on application form: EUR 250,00
- Cancellation after deadline date printed on application form, but before admission date: EUR 500,00
- Cancellation after admission: full attendance fee

B 7. Terms of payment (see A 4.)

The deadlines for payment given in the invoices must be observed. This application form is only valid when the applicant receives a written admission confirmation from the organizer, which signifies the conclusion of the rental contract. Each square meter or part thereof will be included in full in the calculation, the floor area always being considered without taking account of projections, supports, service connections and the like. The applicant shall be invoiced for 100% of the projected participation price shortly after receiving his written admission confirmation. This payment will be refunded if the applicant is not admitted to the trade fair, but will be forfeited if unilaterally the applicant withdraws totally from the undertaking. Payment of the invoices is due immediately after receipt unless other payment deadlines are stated in the invoices. Payment of the participation price as well as payment for admitting co-exhibitors is a prerequisite for occupation of the exhibition area.

The applicant or exhibitor will receive invoices for all additional charges (e.g. technical services, advertising material) with the confirmation of the order; they are to be paid immediately on receipt. All invoiced amounts in all Messe Muenchen invoices, which are connected with the event, are to be paid in EUR, without deductions and free of all charges, by credit transfer to the account specified in the invoices, mentioning the exhibitor's company name and invoice number. If any deductions or withholdings are required to be made under applicable law, the amount payable to Messe Muenchen shall be grossed up such that the amount actually paid to Messe Muenchen shall be no less than the amount of the invoice.

Attention: Additional handling fees and reimbursement may apply in cases of subsequently changed billing-addresses demanded by the exhibitor and resulting in additional expenditure of work for Messe München. (s. Point 4.03 of General Terms of Participation)

B 8. Circulars

When the stand areas have been allocated, exhibitors will be informed by circulars about preparations, participation and the event. Exhibitors solely are responsible for any consequences that arise as a result of ignoring the contents of these circulars and are responsible to facilitate receiving these circulars.

B 9. Alterations

The trade show organizer or the responsible venue management may be forced to alter any conditions, which Messe Muenchen has to observe then as well and reserves the right to make alterations and additions in matters affecting technical arrangements and safety.

As of July 2022

Place : _____ Date: _____

Company stamp & legally binding signature:

General Terms of Participation (A)

1. Contracting parties

1.01 Messe München GmbH, in the following referred to as Messe München
Am Messesee 2, 81829 München, Germany

1.02 Company applying for the participation in an event as exhibitor, in the following referred to as exhibitor.

2. Application, admission as exhibitor and rental contract

2.01 In order to take part, the exhibitor must complete the official application and submit it to Messe München before the closing date (application deadline). The exhibitor thereby accepts the General Terms (A) and the Special Terms of Participation (B). The application is legally binding. Conditions imposed by exhibitors are not accepted.

2.02 The closing date for applications is indicated on the application form (page 1).

2.03 All potential exhibitors wishing to take part in the event are to express their wish to do so by submitting an application as exhibitors for the respective event to Messe München. The application is to be submitted via e-mail completely filled-in, stamped and signed or online if this is offered. With the application, exhibitors express to Messe München their serious interest in taking part in the event as exhibitors. Messe München is entitled to treat applications which are received after the application deadline or after the start of stand allocation as late applications and desist from processing them. All exhibits must be described precisely in the application form. Co-exhibitors and additionally represented companies must be named in the application form or have to be registered latest before the admission will be sent out. The same particulars must be specified for them as for the exhibitor. Incomplete applications cannot be considered.

2.04 The exhibitor accepts that the General Terms and the Special Terms of Participation are legally binding as soon as an application has been submitted. The contract concerning stand space rental and participation in event (rental agreement) is not deemed to have been concluded before Messe München provides its notice of admission. Messe München's notice of admission also constitutes its acceptance of contract. Exhibitors do not have a legal claim to admission unless such a claim exists by law.

2.05 Exhibitors who have not fulfilled their financial obligations vis-à-vis Messe München, e. g. in respect of previous events, or have infringed the regulations governing the use of the exhibition center or General Terms and the Special Terms of Participation may be excluded from admission. Messe München is entitled to withdraw from the contract or to terminate the contractual relationship without notice if admission was based on incorrect or incomplete statements by the exhibitor, or if, at a later date, the exhibitor no longer fulfills the conditions for admission. Only such items as have been declared and admitted may be exhibited. Messe München may differ from the type, size and location of the exhibition space requested by the exhibitor and, as far as permitted by law, exclude exhibits from admission or make admission subject to appropriate conditions.

2.06 The rental contract comes into force when Messe München has notified the exhibitor in writing that he is admitted. This generally occurs when layout planning work has been completed. Messe München and the local organizer are also entitled to relocate or close entrances and exits to and from the exhibition grounds and halls, and to make other structural alterations. Exhibitors cannot make claims against Messe München because of such changes. Messe München and the local event venue's authorities may also subsequently, i. e. after conclusion of the rental contract, change space allocations, and in particular change the location, type, dimensions and size of the exhibition area rented by the exhibitor, insofar as this is necessary for reasons of safety or public order, or because the fair is oversubscribed and further exhibitors must be admitted or because changes in the assignment of exhibition space ensure that the facilities and space required for the fair are used more efficiently. However, such subsequent changes may not exceed the scope which the exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lower participation fee, the difference in amount is to be refunded to the exhibitor; there is no right to interest on the amount to be reimbursed. Further claims against Messe München are excluded.

2.07 If exhibitors cannot use their stand space or are prevented from making full use of same because they have infringed legal or official regulations or the General Terms and Special Terms of Participation, they are nevertheless obliged to pay the participation fee in full and to pay Messe München compensation for all damage caused by themselves, their legal representatives or their agents; exhibitors are not entitled to cancel or terminate the contract unless the law specifically entitles them to do so. Without the prior consent of Messe München, which must be in writing, the exhibitor may not relocate, exchange or share his stand nor surrender it in part or in full to such third parties as are not co-exhibitors or additionally represented companies admitted for this stand by Messe München. The dates for stand set-up and dismantling must be strictly observed. Stands not occupied by the last day of the set-up period may be disposed of as Messe München sees fit.

3. Co-exhibitors

3.01 Stand areas are let only as a single unit and only to a single exhibitor as a matter of principle. However, the exhibitor is entitled to have co-exhibitors at his stand, provided he has registered them with Messe München and obtained Messe München's prior written consent. Messe München does not give its consent until the co-exhibitors concerned have accepted, in writing, the General Terms and the Special Terms of Participation. Co-exhibitors are subject to the same terms and conditions as main exhibitors.

3.02 A compulsory registration fee for each co-exhibitor applies as stipulated in the Special Terms of Participation.

3.03 The main exhibitor is liable for the debts and negligence of his co-exhibitors and their employees.

4. Terms of payment

4.01 When applying to take part, a down payment must be made on the participation fee expected; the amount is indicated in the application form. If the exhibitor is not admitted, the down payment is being reimbursed.

4.02 After receiving the invoice for the participation fees, the total amount minus the down payment becomes due. The terms of payment in the notice of admission/on the invoice must be observed. Exhibitors may occupy their exhibition area only if the invoice has already been paid in full.

4.03 If the exhibitor should subsequently change its contact details or wish to have an invoice re-issued, a handling fee becomes due as mentioned in the application form. As stipulated in the Special Terms of Participation, handling fees and reimbursement may apply also in cases of other subsequent changes demanded by the exhibitor and resulting in additional expenditure of work for Messe München.

4.04 If, despite being given a warning and extra time, the exhibitor does not observe the terms of payment, Messe München is entitled to withdraw from the contract and allocate the stand area to another participant.

4.05 The exhibitor is responsible for all taxes which may occur in the country where the exhibition takes place. In case such taxes are levied, the exhibitor has to pay them in addition to the participation fees. The exhibitor is not allowed to withhold any part of the participation fees.

4.06 Invoices are being sent principally by e-mail.

5. Assignment, set-off, lien

The assignment of claims against Messe München, offsetting against the participation fee and the enforcement of a lien are excluded.

6. Cancellation of the contract

6.01 Messe München is entitled to withdraw from the contract if composition or bankruptcy proceedings have been instituted against the exhibitor. The exhibitor must inform Messe München thereof immediately. Messe München is entitled to withdraw from the contract if the exhibitor fails to meet its financial obligations arising from this contract. Messe München extends the deadline by 5 days and this deadline for payment is not met either. Messe München is also entitled to withdraw from the contract if the exhibitor neglects its duty arising from this contract to respect Messe München's rights, objects of legal protection and interests and Messe München can no longer be reasonably expected to adhere to the contract.

6.02 Messe München is entitled to withdraw from the contract with the exhibitor or to terminate the contractual relationship with the exhibitor without notice if no rental contract for rental space is concluded between the local organizer and Messe München or if the local organizer refuses to provide rental space for Messe München. In this case exhibitors do not have any claims against Messe München, in particular no claims for damages.

6.03 If the exhibitor cancels his participation, the fees specified in the Special Terms of Participation fall due.

6.04 Apart from the right to terminate a contract specified by law, the exhibitor is not entitled to withdraw from the contract or to reduce the stand size unilaterally. The exhibitor has no entitlement to a change in the stand space already rented and above all not to a reduction in the size of the stand space concerned. If the exhibitor does not occupy the exhibition area allocated to him, he must pay the expenses mentioned in the Special Terms of Participation. Should the exhibitor declare his withdrawal from the event, Messe München is entitled to otherwise dispose of the rented space.

6.05 Messe München's right to claim further damages remains unaffected.

7. Stand equipment, design and lettering

The exhibitor undertakes to provide adequate stand constructions on its entire exhibition space during the entire event. The equipment and individual design of the stands are the exhibitor's concern in as far as they exceed the scope specified in the Special Terms of Participation.

The construction regulations applicable at the event's venue as well as Messe München's construction guidelines must be observed. They are included within the Exhibitor Manual which is sent to the exhibitor accompanying the notice of admission or shortly after.

The exhibitor undertakes to coordinate its stand design with Messe München before the event. Messe München is entitled to remove or change at the exhibitor's expense a stand if its design does not comply with the construction regulations applicable at the event's venue or with Messe München's construction guidelines.

8. Warranty

Complaints about any defects regarding the stand or exhibition area are to be made in writing to Messe München immediately upon notice, at the latest on the last day of assembly, so that Messe München can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against Messe München.

9. Exhibits, stand personnel

Highly flammable or strong smelling exhibits or those whose demonstration involves noise may be exhibited only with Messe München's prior consent in written form. Exhibits may not be removed during the course of the event. The exhibitor undertakes to provide qualified stand personnel during the entire event.

10. Transport, assembly and dismantling of exhibits and stand equipment

The transport of exhibits to the exhibition stand and back, the storage of packaging, the use of lifting and carrying equipment, the employment of staff for packing and unpacking, the assembly and dismantling of exhibits, repacking and other associated activities are solely the exhibitor's concern. Messe München assumes no liability regarding these activities.

Messe München may prescribe, with binding force, a forwarding agent to carry out transportation within the exhibition grounds or from the port of arrival.

In any case the officially appointed forwarding agent's guidelines have to be observed.

11. Liability and insurance

11.01 Messe München is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which Messe München, its legal representatives or agents are responsible, as well as for other damage caused by intentional or grossly negligent breach of duty by Messe München, its legal representatives or agents. Messe München is also liable for any damage caused by negligent breach of cardinal contractual duties by Messe München, its legal representatives or agents. Cardinal contractual duties are those duties the fulfillment of which enable the contract to be duly executed at all and in the compliance with which the other contracting party may generally trust. If cardinal contractual duties are breached, Messe München is liable only if the damage is typical damage and not consequential damage and then only up to 5 times the net participation fee, but no more than EUR 100,000 per claim. Messe München is under no circumstances liable for damage to or loss of goods brought to the event by the exhibitor or stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the event. The same applies to vehicles left on the exhibition grounds by exhibitors, their employees or contractors appointed by them. For its part, the exhibitor is liable for any culpable damage to persons or property caused by itself, its employees, contractors appointed by it or by its exhibits and exhibition facilities. Each exhibitor is obliged to take out such insurance offering adequate coverage with an insurance company licensed to operate in the host country of the event and to pay the premiums due (including insurance tax) in good time.

11.02 Exhibitors solely are responsible for the safety of their stands and personnel during assembly, the actual event and dismantling.

12. Force majeure, cancellation of the event

12.01 If, as a result of force majeure or other circumstances beyond its control (e. g. failure of the power supply), Messe München is compelled, to vacate one or more exhibition areas temporarily or for longer periods, or the event is postponed or curtailed by the event organizer or Messe München as a result of force majeure or other circumstances beyond their control (e. g. failure of the power supply), the exhibitors do not thereby acquire the right to withdraw, cancel or reduce payment, nor do they have any other claims against Messe München, in particular claims for damages. The same applies if the exhibitor cannot participate in the event due to force majeure or some other reasons beyond Messe München's control. If the exhibitor is prevented from participating in the event for a reason for which it is personally responsible, the provisions set out in section 6. apply. If the event organizer or Messe München cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond their control, or because it has become unreasonable for the event organizer or Messe München to hold the event, Messe München is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.

12.02 Upon Messe München's demand, the exhibitor is obliged to bear an appropriate share of the costs incurred for the preparation of the event or joint presentation. Messe München determines the share to be paid by each exhibitor.

13. Data protection

13.01 Personal data which is collected on or transmitted by the exhibitor may be used for the fulfillment of the business purposes of Messe München within the framework of the statutory data protection provisions. Messe München and its affiliated companies, as well as its foreign representatives, are moreover entitled to use these personal data in order to inform exhibitors on a regular basis about the services provided by Messe München and its affiliated companies and foreign representatives by letter, e-mail, phone or fax. An overview of affiliated companies and foreign representatives, some of which reside outside the European Union (EU) and the European Economic Area (EEA), can be retrieved from our website www.messe-muenchen.de under the section "International." The exhibitor shall establish the preconditions required under data protection law to enable the above uses by means of appropriate measures (e. g. obtaining consent of his employees). The exhibitor is liable to Messe München for damages and expenses resulting from the infringement of this obligation and shall hold Messe München harmless from any third party claims upon first demand.

13.02 Some services which are necessary for the exhibitor's participation in the event will be rendered by third parties (e. g. freight forwarder, travel agency, catalogue publisher). Messe München is entitled to inform such third parties about the exhibitor's application and to transfer the relevant data.

14. Proviso

Regulations and guidelines of the authorities responsible in the host country, which deviate from these General Terms of Participation and the Special Terms of Participation or any of Messe München's individual regulations, or that impose additional restrictions, always have priority. The event organizers or the lessor of the exhibition grounds and Messe München are not liable for damages and other disadvantages sustained by the exhibitor.

15. Final provisions

15.01 The range of services covered by the participation fee is described in the Special Terms of Participation and Messe München's Exhibitor Manual.

15.02 If the exhibitor has commissioned Messe München to perform services subject to a charge, which are outside the scope of the Special Terms of Participation and the services listed in Messe München's Exhibitor Manual, he will be invoiced for the costs incurred.

15.03 All verbal agreements, individual and special arrangements are valid only with Messe München's written confirmation.

15.04 For both parties, the rights and obligations arising from this contractual relationship are governed by the law of the Federal Republic of Germany.

15.05 Munich is the place of performance, for all financial obligations too. Munich is the agreed place of jurisdiction for all litigations arising from the contract if the contracting parties are traders, legal persons under public law or a special fund under public law, or at least one of the contracting parties does not fall within the general jurisdiction of the German courts. The same shall apply if, after conclusion of the contract, one of the contracting parties moves his place of residence or customary place of abode from Germany, or his personal whereabouts are not known at the time of bringing an action.

15.05 All the exhibitor's claims against Messe München lapse after a period of six months from the end of the month in which the closing date of the event falls.

15.07 Should the provisions set out in the General Terms of Participation and the Special Terms of Participation be invalid or incomplete, the validity of the other provisions and that of the contract remains unaffected. In such cases, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue.

Messe München GmbH, Munich, July 2022

Place: _____

Date: _____

Company stamp & legally binding signature