

SPECIAL CONDITIONS OF PARTICIPATION AT h+h americas 2024

1. The Fair, The Organizers, The Venue, The Dates

The Trade Fair h+h americas is being organized by

Koelnmesse Inc.
Cologne International Trade Fairs
8770 W Bryn Mawr Ave, Suite 1300
Chicago, IL 60631, USA

Hereinafter referred to as the organizer.

The exhibition is being held from May 1 - 3, 2024 (Wednesday – Friday) at Donald E. Stephens Convention & Conference Center in Rosemont, IL.

The exhibition is open to exhibitors from May 1 - 3, 2023, from 9 am – 6 pm on Wednesday, May 1st, 9:00 – 6 pm on Thursday, May 2nd, and 9:00 – 2:00 pm Friday, May 3rd. (*Special note: hours of the exhibit hall or subject to change.*)

Conference hours on Tuesday, April 31st, to be determined.

The period for set up and the period for dismantling shall be determined by the organizer as set out in the Exhibitor Service Manual. The period for dismantling sets the time frame in which the exhibitor has to leave.

2. Eligibility to Take Part

Exhibitors should be manufacturers and suppliers of goods and services that are included in the nomenclature of the exhibition (“List of Goods” as stated in the application forms) and if they are produced by the exhibitor at his own manufacturing plant or are offered as parts or accessories thereof. Admission is also open to exhibitors displaying items or offering services which, in accordance with the List of Goods, are in keeping with the overall theme of the event, and which the exhibitor has had manufactured or offered under his own name.

In addition, importers and dealers may participate, if their application for h+h americas is approved by the manufacturer(s) of the respective products and brands and if they are not to be exhibited by the original manufacturer. The agreement of the manufacturer(s) must be documented upon request. In case of failure of this pre-condition, the organizer has the right to withdraw the acceptance of the importer and/or dealer.

The Exhibitor must be the authorized agent of all products intended to be displayed and/or sold at the exhibition. Exhibitors shall not solicit business in aisles or booths other than their own, nor shall they distribute samples and/or leaflets outside the confines of their rented space.

The organizer will make the final decision about the acceptance of exhibitors and products.

3. Participation Costs, Payment Terms and Cancellation Terms

Your participation will entail the following costs:

Booth Costs – Exhibition

- Space Price is US \$ 26.50 per square foot.
- The minimum size for Booth Space is 100 square feet.
- Exhibit price includes; exhibit space as confirmed, basic booth carpet, pipe and drape walls and show marketing package.

The booth costs include the rent for the exhibition space for the entire duration of the event, including the setup and dismantling periods. Each exhibitor will receive a specific number of exhibitor and work badges, the use of all general technical and service facilities in the fair halls like lighting, ventilation, air conditioning, use of electricity on the booth, general surveillance of the halls, and cleaning of the aisles; consulting on organizational matters by Koelnmesse Inc. employees, show directory listing according to Item 7. The basic booth rental cost does not include the installation and use of compressed air, the installation of water connections, and the use of water in the booth or electric.

If a written request to change (downsize) the assigned exhibit space(s) is received by Koelnmesse Inc. a downsize and / or re-allocation of the booth space is subject to the absolute discretion of the organizer. The exhibitor is obligated to pay Koelnmesse Inc. the change fee, equivalent to the dollar value of the space being returned, in the event that the original space cannot be rented to another participant before the commencement of the event.

A deposit of 1/3 of the total contract value is due with submission of the Application for Main Exhibitor (Form 1.10) to the organizer. 50 % of the contracted exhibit cost is due no later than 30 days post contract. Exhibitors in a specially designated exhibit zone are required to pay 50 % of the contracted price upon submission of their application form. An invoice for the remaining balance of the booth cost will be issued and sent to you after receipt of application. This invoice is to be paid in full no later than 60 days before commencement of the event according to the terms of payment as indicated on the invoice. If payments are not made based on the invoice deadlines, any applied discounts are subject to being voided.

The aforementioned payments may be made by check, credit card or wire transfer according to the terms of payment as indicated on the said invoices. All bank and administrative charges as well as foreign exchange differences are to be borne by exhibitors.

If an exhibitor fails to pay according to the abovementioned terms and payment schedule, the organizer reserves the right to release the reserved space for the exhibitor without notice.

If an exhibitor cancels its participation ON OR BEFORE November 1, 2023, the exhibitor shall remain liable to the organizer for a cancellation fee in the amount of 25% of the total participation fee.

If an exhibitor cancels its participation between November 1, 2023 and February 1, 2024 (both dates inclusive), the exhibitor shall remain liable to the organizer for a cancellation fee in the amount of 50 % of the total participation fee.

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If exhibitor cancels its participation after February 1, 2024 or fails for any reason whatsoever to utilize the booth space allotted to him, the exhibitor shall remain liable to the organizer for a cancellation fee in the amount of 100% of the total participation fee (including any balance due at the time of cancellation).

The booth costs for the shell scheme construction include complete booth packages, general set up and dismantling of the booth as specified in the Application for Main Exhibitor (Form 1.10) as well as general hall cleaning of the aisles. The booth costs do not include the installation and use of building services such as compressed air and water connections.

Co-exhibitors

Co-exhibitors will be permitted in the booth pursuant to the terms of Section V. (2) in the General Conditions of Participation. If the co-exhibitor application is approved by organizer, a supplemental fee of USD \$950.00 will be charged per co-exhibitor. This includes the basic show directory listing according to item 7 below.

Any and all costs caused by the co-exhibitor or services additionally ordered shall be payable separately by the main exhibitor.

- Booth Sharing is limited to a total of 2 exhibitors (1 Main / 1 Co-Exhibitor)
- Main Exhibitors have sole responsibility for the booth payment

4. Fitting and Arrangement of the Booths

- (a) Please take into account that where necessary hall pillars and other permanent construction features are contained in the rented booth spaces, the participation fee is calculated on the basis of the exact measurements of the booth space allocated.
- (b) Booth construction will only be provided if ordered by the exhibitor as stated on the application form.
- (c) Any planned structure exceeding 11 feet must be approved in advance by Koelnmesse Inc. in writing. The booth must be constructed to comply with the dimension of the space allocated. Plans for non-booth structures or designs for booths with meeting rooms or where technical calculations are required, as well as plans for technical fittings should be submitted to Koelnmesse Inc. no later than 6 weeks prior to the beginning of the event for organizer's approval.

Any planned structure exceeding 11 feet requires examination and approval by hall management. Koelnmesse Inc. shall assume responsibility for forwarding these plans to hall management as commissioned by and for the account of the exhibitor and shall notify the exhibitor of the outcome. Koelnmesse Inc. will not release the exhibition space in question for construction work until the results of the inspection have been received.

Any other fitting and arrangement of the booth is left to the exhibitor but should be appropriate for the event in question. The exhibitor's company name must be clearly visible on each booth.

Each Shell Scheme exhibitor will receive a booth number according to the booth confirmation. The booth number has to be displayed visibly during the entire exhibition.

5. Exhibitor Passes and Passes for Booth Construction Staff

As an exhibitor you will receive 3 passes per the standard 100 sq. ft. booth space.

The passes will be valid from the first day of the setup period until the last day of the dismantling period.

6. Rules on Selling

In view of the professional nature of the event, the organizer shall have the right to prohibit the direct sale and open-price-labeling of exhibits or samples in the booth, in particular in case of an official order or to intervene in all cases where safety and orderly conduct on the exhibition floor is at peril. Compensation or claims for reimbursement by the exhibitor are ruled out in the case of the aforementioned measures.

If the exhibitor participates in the Sample Sale promotion program, the Exhibitor agrees to comply with the following terms and conditions:

1. Compliance with Laws: It is the sole responsibility of the exhibitor to comply with all local, state, and federal laws governing retail sales, including but not limited to tax laws, licensing requirements, and any other relevant regulations.
2. Indemnification: The exhibitor agrees to indemnify and hold harmless h+h americas and Koelnmesse Inc, including their officers, directors, employees, and agents, from any tax liabilities or penalties that may be incurred by the exhibitor during or as a result of participating in the Event.
3. Illinois Department of Revenue - Special Events Unit: Exhibitors are advised to contact the Illinois Department of Revenue - Special Events Unit in advance of their scheduled event(s) to ensure timely receipt of the Special Event Tax Payment Form. The exhibitor is responsible for completing and submitting the attached Illinois Department of Revenue - Special Event Tax Payment Form and any other required documentation related to tax compliance. Koelnmesse is required to report all companies known to be conducting sales.
4. Illinois Sales Tax Compliance: Exhibitors are required to comply with Illinois sales tax regulations. For information on Illinois sales tax compliance, please refer to the attached copy of the Illinois Department of Revenue website at <https://www2.illinois.gov/pages/default.aspx> (search "Taxes at Fairs, Festivals, Flea Markets, and Craft Shows").

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5. Contact Information: Exhibitors may contact Ms. Wagner, Illinois Department of Revenue, Special Events Unit, for any questions or concerns related to tax compliance. The contact details are as follows:

- Name: Ms. Wagner
- Address: 9511 Harrison Street, Des Plaines, IL 60016
- Office: (847) 294-4475
- Fax: (847) 294-4214
- Email: rev.spcialevents@illinois.gov

6. General Terms:

a. The exhibitor acknowledges that H+H Americas and Koelnmesse Inc. are not responsible for the exhibitor's compliance with tax laws and other legal requirements.

b. h+h americas reserves the right to request proof of compliance with applicable laws and regulations from any exhibitor.

c. h+h americas reserves the right to remove or restrict the participation of any exhibitor found to be in violation of applicable laws or regulations.

d. The exhibitor agrees to abide by all additional rules and regulations set forth by h+h americas for the Event.

7. Show Directory

Koelnmesse Inc. will provide a printed and online show directory which includes an alphabetical list of exhibitors, a list of goods and advertisements. The show directory will be an important and up-to-date source of reference for all interested attendees and provides added value before, during and after the show. The corresponding directory entry form is provided within the Exhibitor Service Manual.

All entries in the show directory must be submitted to Koelnmesse Inc. or to the company commissioned by Koelnmesse Inc. by the deadline of the entries. The organizer of the fair reserves the right to commission a third company with the production of the show directory.

Koelnmesse Inc. does not accept any liability for printing errors, incorrect placing, mistakes and other gaps or faults in printing. The advertiser shall be responsible for the content of submitted advertisements and entries and for any omission or mistakes resulting from them.

8. Verbal Agreements

Any verbal agreements, individual permissions and exceptions outside the framework of this contract are not valid until confirmed in writing by the organizer.

9. Exhibitor Service Manual

After signing the application form and the formal admission of the exhibitor by the organizer, the exhibitor will receive the Exhibitor Service Manual. In this manual the exhibitor can order the different free-of-charge and charge-able services (such as e.g. additional furniture, additional booth cleaning, extra security etc.) that the organizer offers.

10. Intellectual Property Rights

Koelnmesse Inc. as a professional organizer of international exhibitions, respects and expects our Exhibitors to respect the lawful rights of the owners of intellectual property rights. For the purpose of protecting the lawful rights of the owners of intellectual property and facilitating the handling of intellectual property infringement complaints at the exhibition held by Koelnmesse Inc. the organizer has set out the intellectual property protection rules to be complied with at the exhibition in the Exhibitor Service Manual according to the relevant laws and regulations. Please refer to the Exhibitor Service Manual for details.

11. General Conditions of Participation

We would like to draw your attention to the provisions contained in the General Conditions of Participation for Trade Fairs. All legal relationships between the exhibitor and the organizer are subject exclusively to the laws of the State of Illinois. The following documents comprise the agreement between exhibitor and organizer:

- Application for Exhibit Space Form 1.10 and 1.30
- Special Conditions of Participation
- General Conditions of Participation
- Koelnmesse Inc. Privacy Policy
- Exhibitor Service Manual
- Applicable rules of the exhibition facility

12. Personal Data Privacy Policy

Your personal data privacy is important to us and the organizer is highly committed to respecting and managing personal data collected through this application form. Please refer to the organizer's website at <https://koelnmessenafra.com/koelnmesse-inc-privacy-policy> for the policy details. By signing this application form, the exhibitor acknowledges and agrees to be bound by this policy in regards to how your personal data will be collected, used and (where required) disclosed by the organizer.

(last amended June 11, 2023)