

Display Regulations

The following Display Regulations are supplementary to the Terms and Conditions specified in the USA Pavilion Application. Please review and follow all regulations carefully.

A. In general, display material may be placed up to a height **not exceeding 250cm** without prior written permission from Koelnmesse Inc. Exhibitors who like to add customized signage should contact Koelnmesse Inc. eight weeks prior to the show for necessary arrangements.

B. Wall graphics may appear on any of the inside walls of the booth. Outside walls must be devoid of all copy, logos or other graphics of any kind.

C. **Pop-up displays are not permitted in the USA Pavilion.**

D. **Any booth construction needs prior approval by Koelnmesse Inc.**

E. For reasons of safety and courtesy, no signs, display items or decorative material may protrude into the aisles or extend into neighboring booths. All aisles, passageways, lobbies or exits leading to a fire extinguisher must be left unobstructed.

F. To keep the aisles clear and to avoid the annoyance to neighbors, the distribution of literature, samples or other material outside of rented exhibit space is prohibited.

G. Any display or graphic deemed unprofessional in appearance or offensive, at the sole discretion of Koelnmesse Inc., will not be permitted.

H. An official booth number sign will be provided by Koelnmesse Inc., it must be displayed at all times.

I. Move in **MUST** be completed by 6:00 PM the night before the opening day of the show, or Koelnmesse Inc. may make provisions to complete this task at the Exhibitor's expense.

J. All Exhibitors' activities must be kept within the confines of the Exhibitor's own booth space. Koelnmesse Inc. shall require that any activity, including the projection of sound beyond the confines of the booth space or any other unnecessary noise or disturbance be discontinued in the event that valid complaints are filed.

K. **The Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photography, or other copyrighted material in the exhibitor's booth or display. Approval must be obtained from GEMA - German Performing Rights Society - for any public performance of copyrighted music by sound media (e.g. record, cassette, CD), picture/sound media (e.g. VCR), for instrumental performances or musical presentations, including as part of the screening of films.**

L. Exhibitors must keep a fully equipped and staffed booth during all opening hours throughout the entire show. If the Exhibitor fails to comply, Koelnmesse Inc. may make provisions to equip and staff the Exhibitor's booth at Exhibitor's expense.

M. Exhibitors may not dismantle their booths, including the removal or packing of individual items, prior to the official closing of the show.

N. Direct sales of food, drinks, souvenirs, etc. at the show is not permitted.

Participation in Anuga 2023 shall be subject to the Pavilion/Turnkey Terms and Conditions. By signing the Pavilion/Turnkey Terms and Conditions, the undersigned exhibitor ("Exhibitor") acknowledges that a duly authorized representative has read, understands and agrees to the Pavilion/Turnkey Terms and Conditions. All applications received by Koelnmesse Inc. are subject to acceptance by Koelnmesse Inc. in writing. A contract is finalized upon signature and submission to Koelnmesse Inc. and Koelnmesse Inc.'s execution of such acceptance. The required down payment is due at time of application. Koelnmesse Inc. hereby gives notice of its objection to and rejection of any different or additional terms.

1. Koelnmesse Inc. agrees:

- a. To provide Pavilion/Turnkey booth space at **Anuga 2023** in Cologne, Germany.
- b. To provide the following exhibition services: overall booth/exhibition design, fabrication, installation and dismantling of rental display system, furniture and standard identification signs; electricity for normal usage; daily cleaning or other services described in the Anuga 2023 Pavilion/Turnkey application and the Pavilion/Turnkey brochure/flyer. Koelnmesse Inc. has the sole authority to assign, reassign and allocate space. Koelnmesse Inc. reserves the right to adjust the price of the exhibit package per square meter respectively per booth and additional services and options in the event of significant exchange rate fluctuations.

2. Exhibitor agrees:

- a. To submit a completed application form, duly signed by an authorized representative. A USD 1,250 deposit via credit card must be received immediately to be considered for placement/booth allocation. The deposit payment may be made using the credit card payment form in the application package.* Such deposit is fully refundable in the event Koelnmesse Inc. is unable to offer space. If deposit payment is not received, the request will be removed.

**Payment by check in USD, money order in USD or wire transfer in USD may be arranged; please contact us for details.*

- b. General payment schedule: To pay 50% of the contracted amount within 30 days of signed contract (reduce by deposit payment if applicable); pay 100% of the total contracted amount on or before day 150 prior to first show day.
- c. If applicable, in the event that the EURO to USD exchange rate surpasses 1.18 Koelnmesse Inc. reserves the right to adjust the Pavilion/Turnkey prices. Adjustment will apply to all Pavilion/Turnkey applicants.
- d. To make payment in full 150 days prior to the commencement of the show to Koelnmesse Inc. for exhibit space and booth equipment as well as for additional services ordered.
- e. To keep a fully equipped and staffed booth in the Pavilion/Turnkey during all opening hours throughout the entire show.
- f. To provide and keep in force during the show period comprehensive general liability insurance and property damage insurance, in addition to all-risk property insurance covering all of Exhibitor's property brought into or used in connection with the show. Exhibitor understands that Koelnmesse Inc. does not maintain insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain such insurance.
- g. To pay for shipping costs, shipping duties and expenses in connection with handling of Exhibitor's property, samples, and the removal of said property from the exhibition site after the close of the show, unless such expenses are covered by the "exhibit package." Failure to comply may result in additional charges for Exhibitor.
- h. To assure that all its products arrive undamaged prior to the opening of the show.

3. **Applications.** Koelnmesse Inc. reserves the right to accept or refuse applications for any reason. Confirmation of participation, as well as space allocation is made solely by Koelnmesse Inc. upon receipt of the required deposit. Pavilion/Turnkey participation is open to USA/Canadian/Mexican organizations, their overseas subsidiaries, agents, representatives and licensees.

4. **Cancellation.** All cancellations must be made in writing. Koelnmesse Inc. will assess the following cancellation fees:

- Cancellation on/before 240 days prior to first day of show will incur a 25% fee of total exhibit costs;
- Cancellation between 239-151 days prior to first day of show will incur a 50% fee of total exhibit costs;
- Cancellation less than 150 days prior to first day of show will incur a 100% fee of total exhibit costs.

5. **Admissible Exhibits.** Exhibitor will not display any products without the endorsement or approval of the manufacturer of the products. Exhibitor represents that it has full authority and all approvals necessary to display its products at the show. Koelnmesse Inc. reserves the right to determine the eligibility of any exhibitor or product for inclusion in the show. Exhibitor shall not exhibit or permit to be exhibited in the space allocated to them, any merchandise other than that specified in this application. Exhibitor agrees that Koelnmesse Inc. may remove any exhibit items that it determines, in its sole discretion, are of a disruptive, objectionable or inappropriate nature. Exhibitor shall not (i) attach a price tag to any exhibited item; or (ii) offer, sell or donate any exhibit items to end-consumers during the show and the exhibit removal phase. Koelnmesse Inc. reserves its rights to close Exhibitor's booth, and have it locked in case of any violations. Exhibitor shall reimburse Koelnmesse Inc. for any expenses incurred in connection with any closing and removal of Exhibitor's booth. Koelnmesse Inc. reserves its right to decline admission to any exhibitor in the future who has previously violated any terms and conditions hereof.

6. **Termination.** The contract may be terminated by Koelnmesse Inc. at any time if (a) Exhibitor fails to pay the balance due of the exhibit fees 150 days prior to commencement of the show, or (b) Exhibitor fails to perform and comply with any representations, warranties or other terms and conditions of the contract. In case of such termination, Koelnmesse Inc. has the right to withhold from Exhibitor possession of the exhibit space, and Exhibitor shall forfeit all exhibition fees.

7. **Guidelines.** Please refer to the "Exhibitor's Service Manual" for information on the installation, construction and character of the Pavilion/Turnkey.

8. **Assignment and Co-Exhibitor.** Koelnmesse Inc. shall have the right to assign or transfer its rights and obligations hereunder to an affiliated third party without the prior written consent of Exhibitor. Exhibitor may not assign, sublease or allow the use of the booth space to any co-exhibitors or other third parties without prior written consent of Koelnmesse Inc. Affiliated companies of Exhibitor are considered to be co-exhibitors. Co-exhibitors must submit their own applications to Koelnmesse Inc. Main exhibitor is liable for the entire exhibition fee.

9. **Services.** Koelnmesse Inc. does not warrant or represent, and Exhibitor acknowledges that no representation has been made to it, that the services provided hereunder will result in any particular level or type of financial result for Exhibitor.

10. **Relationship.** Koelnmesse Inc. and Exhibitor understand and agree that the contract does not create a fiduciary relationship between Koelnmesse Inc. and Exhibitor, that Koelnmesse Inc. and Exhibitor are and will be independent contractors and that nothing in the contract is intended to make either Koelnmesse Inc. or Exhibitor a general or special agent, joint venture, partner, or employee of the other for any purpose. Exhibitor understands and acknowledges that the contract is not binding on Koelnmesse GmbH and show co-organizers.

- 11. Force Majeure.** Koelnmesse Inc. and Koelnmesse GmbH, the show co-organizers, shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from any (a) act of God, (b) fire, flood, earthquake, blizzard, storm or other casualty, (c) strike, lockout or other labor dispute, (d) riot, insurrection, civil commotion, sabotage, vandalism or enemy or hostile governmental action, (e) inability to procure labor, materials or supplies, (f) transportation delay or freight embargo, (g) law, statute, ordinance, order, rule, regulation or requirement of any federal, state or municipal government, or any appropriate agency, officer, department, board of commission thereof, whether now or hereafter in force, (h) judicial or other legal restriction or proceeding, actual or threatened, pertaining to or affecting the performance of any covenant to be performed hereunder, (i) other condition beyond the control of the party suffering the delay.
- 12. Domiciliary Rights.** Exhibitor acknowledges that Koelnmesse Inc. and its agents have the right to exercise domiciliary rights throughout the exhibition facility. Koelnmesse Inc. and its agents have the right to decline, prohibit or remove any exhibition or portions thereof if their display contravenes law, including German administrative and public law, offends good morals or is not in keeping with the event program. Promotion of political and ideological purposes is prohibited. In the event of serious offenses, Koelnmesse Inc. is entitled to close Exhibitor's booth or have it vacated.
- 13. Indemnification.** Exhibitor shall indemnify and hold harmless Koelnmesse Inc., Koelnmesse GmbH and its respective affiliates, shareholders, directors, officers, employees, agents, representatives and contractors, and show co-organizers (collectively, the "Indemnified Parties") from and against any and all claims arising from, relating to or otherwise in respect of Exhibitor's participation in the Pavilion/Turnkey or any acts by Exhibitor, its agents or employees in connection with Exhibitor's participation. For purposes of this indemnification clause, "claims" shall mean any and all demands, complaints, proceedings, losses, damages, liabilities or obligations and any fees, costs, and expenses related thereto, including reasonable attorneys' fees. Each Indemnified Party has the right to defend any claim. This indemnification clause shall survive the contract.
- 14. Limitation of Liability.** Notwithstanding any other provision of the contract, in no event shall Koelnmesse Inc., Koelnmesse GmbH, and show co-organizers, be liable to Exhibitor for any consequential, special, indirect or punitive damages whatsoever. Koelnmesse Inc., Koelnmesse GmbH and show co-organizers, and their contractors shall not be liable for any act or omission in connection with the contract except to the extent that such act or omission constitutes gross negligence or willful misconduct of Koelnmesse Inc. The liability of Koelnmesse Inc. shall in no event exceed an amount equal to the fees paid by Exhibitor. All claims by Exhibitor against Koelnmesse Inc. arising from or relating to Exhibitor's participation in the Pavilion/Turnkey shall be made in writing no later than six (6) months following the last day of the show.
- 15. Intellectual Property.** Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from Exhibitor's or Exhibitor's agents' or employees' use of any music, written material, dramatic rights, inventions, devices or similar items in connection with Exhibitor's participation in the show, which items are the subject of any copyright, trademark, trade name, patent, franchise or other contractual or statutory protection.
- Exhibitor represents and warrants that it owns all right, title and interest in and to the intellectual property it uses in connection with Exhibitor's participation in the show. Exhibitor agrees to indemnify, defend and hold harmless Koelnmesse Inc., Koelnmesse GmbH, and show co-organizers, and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such use.
- 16. Entire Contract.** The Application, the Pavilion/Turnkey Terms and Conditions hereto constitute the entire contract between Koelnmesse Inc. and Exhibitor concerning the subject matter hereof and supersede any and all prior contracts. No amendment or change of the contract shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing, except for changes permitted hereunder to be made unilaterally by Koelnmesse Inc.
- 17. Severability.** If any provision of the contract shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If necessary to affect the intent of the parties, the parties will negotiate in good faith to amend the contract to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.
- 18. Compliance with Laws.** During the show, Exhibitor must comply with all local laws, regulations, rules and ordinances in force of event's host country. In the event of serious offences, Koelnmesse Inc. is entitled to close Exhibitor's booth or have it vacated.
- 19. Governing Law.** The contract and the Pavilion/Turnkey Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict of law rules.
- 20. Jurisdiction.** Each party agrees that the federal and state courts sitting in Chicago, Illinois have exclusive jurisdiction to hear and to determine all claims and disputes between the parties arising out of the contract. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation.