



GiMA International
Exhibition Group GmbH

TransPoland 2015

Warsaw international transport & logistics exhibition
Warszawskie Centrum Expo XXI, Warsaw, Poland

Exhibitor's name: _____
 Address: _____
 Postal Code/City/Country: _____
 Contact name: _____
 Telephone/Fax: _____ E-Mail: _____
 Technical contact name: _____
 Telephone/Fax: _____ E-Mail: _____

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 Internet: http://www.gima.de

Contact: Meike Zielinski
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Managing Director:
 Mathias Lauk
 Company Registration Number
 HRB 77380

We hereby confirm our participation at TransPoland 2015, Warsaw, Poland.

■ Prices: EUR

Indoor space only (Min. 12 m²) per sqm EUR 175
 Including: space, general cleaning, pavilion security

A	Typ A Inline booth	opening onto alley)	without surcharge	<input type="checkbox"/>
B	Typ B Corner	(opening onto 2 alleys)	+ 10% on base rate	<input type="checkbox"/>
C	Typ C Peninsular	(opening onto 3 alleys)	+ 15% on base rate	<input type="checkbox"/>
D	Typ D Island	(opening onto 4 alleys)	+ 20% on base rate	<input type="checkbox"/>
	Split level	(two storey stand supplement)	+ 50% on space covered	<input type="checkbox"/>

Space reserved _____ sqm x EUR 175 = EUR _____
 + Stand surcharge _____ % = EUR _____

Basic package stand construction: _____ sqm x EUR 25 = EUR _____

Rear and side walls, carpet, fascia panel with company name (up to 20 characters) on each opened stand site, orange carpet, 1 table, 2 chairs, 1 coat rack, 1 paper bin, 1 spotlight for every 3 m², electrical main connection 230 V, 2 kW incl. 1 double socket 230 V

Outdoor space only _____ sqm x EUR 80 = EUR _____

Registration EUR 350

Computerised registration system and company profile in the official show catalogue, and on the Internet page.

Sub-Exhibitor Fee _____ companies x EUR 350 = EUR _____
 Registration

Total cost/EUR _____

Additional costs for technical connections will arise as well as the venue will charge a management fee for self constructors.

■ Payment schedule & procedure

50 % of total charges payable upon receipt of invoice. Remaining balance due until 04 July 2015. VAT may be added to invoice if applicable (currently 19%). All payments to be made by bank transfer to: GiMA International Exhibition Group GmbH:
 Deutsche Bank AG, account 023 55 72 00, sort code 200 700 24.
 Swift (BIC)Code: DEUTDEDBHAM, IBAN: DE82 2007 0024 0023 55 72 00.

The execution of this contract and its receipt by GiMA, is deemed conclusive evidence of the applicants agreement to pay the full fees due. The application is non-cancellable by the Applicant. Applicant further acknowledges that GiMA, having incurred expenses as a result of the contract/application, is not required to refund any of the fees and that GiMA is also entitled to any unpaid amounts that may be owing by the applicant to GiMA. With this signature we hereby confirm our acceptance of the General Terms of Business as listed on the reverse side of this form.

Date

name

authorised signature

**General Business Terms and Conditions of GiMA GmbH
(hereinafter referred to as GiMA)**

I. Contractual basis and supplementary provisions

Contractual relationships between the exhibitor and GiMA are governed by the General Business Terms and Conditions and the Technical Manual.

II. Registration and admission

- (1) Registration for a trade fair or exhibition is effected by means of the registration form provided and under acceptance of these participation terms. The registration constitutes an irrevocable contractual offer by which the exhibitor is bound until the start of the exhibition or a written refusal by GiMA.
- (2) If a number of exhibitors wish to hire a stand jointly, they must in the registration application nominate an authorised exhibition representative, with whom alone GiMA will negotiate. The authorised representative is liable for the fault of the parties authorising it and for its own faults. The participating exhibitors are jointly and severally liable towards GiMA.
- (3) No legal right to admission exists. GiMA decides on the admission of exhibitors and exhibits. GiMA reserves the right to impose special regulations after agreement with the local offices. Only products which reflect the theme of the exhibition can be admitted. Admission and space confirmation are sent to the exhibitor on receipt of its legally binding registration application.
- (4) Conditions or reservations stipulated by the registration applicant are ineffective. All additional agreements such as orders for services or technical connections, individual approvals and special approvals must be confirmed in writing by GiMA.
- (5) Space allocations are made by GiMA. Exhibitors' wishes are largely taken into account but are not guaranteed. If there is good and substantiated reason, GiMA may – in variance from the registration – allocate a place in a different position or alter the stand size by up to 10% compared with the registered area.
- (6) Any stand area not taken up by the registered party or its authorised agent one day before the start of the exhibition may be otherwise disposed of without any right for the registered party to demand repayment or assert other claims.
- (7) Contrary general business terms and conditions of the registration applicant are not recognised by GiMA.
- (8) For the purpose of exhibition administration and for advertising purposes, the details provided by exhibitors may be recorded, processed or used or in this connection divulged to third parties only in accordance with the Federal German data protection legislation which applies at the relevant time. The exhibitor hereby gives its consent to this unless an express objection is lodged.
- (9) Through its registration application the exhibitor consents - on its own behalf and/or on behalf of the sub-exhibitors - to its/their company names being entered in the list of exhibitors. The entry will be charged to the exhibitor. Only registered exhibitors will be included in the list of exhibitors. Legal claims as the result of incorrect, incomplete or missing entries may be pursued only in the case of wilful intent or gross negligence by GiMA.

III. Due date of payments; payment default

- (1) The entire amount owed under the contract is payable on exchange of contract.

- (2) If the due date for payment is not met, the registered party is obliged, without a reminder, to pay GiMA the customary rate of bank interest.
- (3) For all unfulfilled obligations, GiMA has a right of lien and retention over exhibition items and other stand equipment brought in. Such items may be stored at the expense and risk of the registered party. They may be sold by GiMA after written notification if payment is still outstanding. Excess proceeds will be credited to the registered party after deduction of all costs.

IV. Sub-exhibitors

- (1) The prior permission of GiMA is required if sub-exhibitors or joint exhibitors are to be allowed to use an allocated stand or parts thereof. Sub-exhibitors and joint exhibitors must be separately named by the registration applicant on a binding basis in a letter attached to the application, stating their full address and product type. Admission of one or more sub-exhibitors or joint exhibitors will be notified to the registration applicant by GiMA. Only after receipt of this is a sub-exhibitor or joint exhibitor allowed to take part.
- (2) If sub-exhibitors or joint exhibitors are admitted without the prior permission of GiMA, GiMA will be entitled to terminate the contract without prior notice to the registered party and arrange for the stand to be cleared at the expense of the registered party.
- (3) The registered party is liable towards GiMA for the fault of sub-exhibitors or joint exhibitors as for its own fault.

V. Insurance and liability

- (1) Orderly insurance of exhibition items and all other appliances and equipment against all risks during transportation, installation and dismantling and during the event, particularly against damage, theft, etc., is the responsibility of the registered party and/or its authorised agent.
- (2) The liability of GiMA for personal injury and property damage is at all events limited to cases of wilful intent and gross negligence.
- (3) Liability excludes indirect damage and loss of profit.
- (4) The registered party and/or its authorised agent are liable for all damage incurred by third parties as the result of its participation, including damage to buildings and the exhibition site and equipment. The registered party expressly indemnifies GiMA against any resulting recourse claims by third parties unless they relate to gross negligence or wilful intent on the part of GiMA or its assistants in performance.
- (5) GiMA is not liable in the event of cancellation, relocation or change of date as the result of force majeure, particularly disasters, environmental pollution, war, commotion, terror, crimes by third parties, energy shortages, etc.

VI. Withdrawal

- (1) GiMA is entitled to withdraw from the contract if an application is filed for composition or bankruptcy proceedings over the assets of the registered party or such application is rejected because of lack of assets. The registered party must notify GiMA about this without delay.
- (2) Prior complete payment of the remuneration for participation is a condition for occupation of the stand area, for an entry in the list of exhibitors and for the issue of exhibitor passes. Any variance from this does not constitute a deferred payment concession. In the case of non-payment even after a deadline has been set with the threat of refusal, GiMA is entitled to

- dispose of the stand area as it sees fit and/or to withdraw from the contract.
- (3) If GiMA withdraws from the contract for the reasons stated in VI. (1) or (2), the registration applicant will still be obliged to pay the full invoice amount. GiMA may in addition claim compensation for damages. In this event, the exhibitor will not be entitled to claim compensation for damages and/or loss of profit. Contractually agreed remuneration already paid will not be refunded. The exhibitor will still be obliged to pay outstanding remuneration.

VII. Non-participation

If the exhibitor fails to take up the space allocated to it and this area can be re-let by GiMA (excluding swaps), the registered party must pay 50% of the cost of participation. If re-letting is not possible, the full invoice amount must be paid. The exhibitor is entitled to prove to GiMA that no damage or loss was incurred or that a lesser damage or loss was incurred.

VIII. Guarantee

Complaints about any defects in the stand or the exhibition space must be reported in writing to GiMA without delay and at the latest on the last set-up day, so that GiMA is able to correct any existing defects. Later complaints cannot be taken into account and result in no entitlement to pursue claims against GiMA.

IX. Offsetting

- (1) Against claims of GiMA the registered party is only entitled to offset claims under section 537 or 538 of the German Civil Code/BGB or otherwise only if the counterclaim of the registered party is undisputed or a legally unappealable title exists. Retention rights may be asserted by the registered party only with regard to claims under the present contract.
- (2) Claims by the registered party are time barred after six months. The statute-of-limitation period starts at the end of the month in which the final day of the relevant event lies.

X. Registration, stand, stand management

- (1) It is not possible in all cases to draw up optimum hall layout plans with regard to pillars, electrical connections, water connections and fire hydrants, so it is not possible to avoid the necessity to lay visible long cables and hoses. Existing pillars, electrical connections, water connections and fire hydrants are integral components of the site area and must be accessible at all times.
- (2) No recourse claims may be pursued if, after successful registration of exhibition and advertising areas, GiMA has to relocate or change entrances or exits.
- (3) During the event the exhibitor must manage the stand in accordance with typical exhibition standards in terms of the personnel employed on the stand and the display of exhibition and advertising material. Infringements will trigger a flat-rate damage-compensation charge of EUR 5,000. Further damages will be charged to the exhibitor against documentation.

XI. Visa formalities

- (1) Admission to the exhibition does not automatically guarantee the issue of visas. This is entirely at the discretion of the host country.
- (2) The exhibitor is solely responsible for obtaining the necessary visas.

XII. Third-party intellectual property rights

- (1) GiMA expects exhibitors to observe the intellectual property rights of third parties. If it is proven to GiMA through a court ruling that an exhibitor is in whatever form infringing the intellectual property rights of another exhibitor, the exhibition items,

literature/advertising material, etc. constituting the infringement may be removed from the stand by GiMA and stored by it until the end of the exhibition at the expense and risk of the party causing the infringement. In addition, GiMA may in this event close the stand of the party causing the infringement, ban it and its personnel from entering the exhibition site and exclude the infringer from future exhibitions.

- (2) If such measures prove to be unjustified, no recourse claims may be pursued against GiMA unless it is guilty of wilful intent or gross negligence.

XIII. Customs formalities

- (1) The current import regulations of the host country apply exclusively.
- (2) All the necessary details about this must be agreed by the exhibitor with the responsible hall carrier.
- (3) GiMA cannot be held responsible for changes in the legal position and erroneous information.

XIV. Transportation

- (1) For organisational reasons and in order to ensure optimum coordination of carriage arrangements, GiMA will name and notify to the exhibitor a hall carrier with sole responsibility.
- (2) GiMA will not accept any consignments on behalf of the exhibitor. The exhibitor is not entitled to name GiMA as the recipient of goods consignments.
- (3) Storage of packaging material on or behind stands, in open spaces and in corridors or aisles is strictly forbidden. In the case of infringement, GiMA is entitled to arrange for removal of empty packaging at the exhibitor's expense.
- (4) The hall carrier named by GiMA performs its service on the basis of the exhibitor's commission. GiMA accepts no liability in this regard.
- (5) For all damage incurred the exhibitor is directly liable, regardless of the carrier's liability.

XV. Construction and dismantling

- (1) Stand plans with layout and elevation sketches and details of technical facility connections must be submitted to GiMA for approval at the latest six weeks before the start of construction.
- (2) To ensure that the exhibition has a complete appearance, GiMA is entitled - in the event of non-participation by the exhibitor - to arrange for other use of the stand area not taken up by the exhibitor. If the efforts of GiMA to sell the stand area other than by means of a swap with the stand area of another exhibitor prove successful, the exhibitor will have to pay only an administration contribution of 50% of the participation remuneration plus statutory value-added tax. The exhibitor will be entitled to prove that the administration charge demanded from it is too high. If no interested party can be found at such short notice, GiMA will be entitled to design and arrange the stand at the exhibitor's expense.
- (3) The hand-over date stipulated by GiMA for all documents must in all cases be met by the exhibitor and/or the exhibition-construction companies commissioned by it.
- (4) If, as the result of late hand-over, GiMA is unable to process and hand over documents to third parties in good time, GiMA will be entitled to prohibit construction of the stand.
- (5) This will not give the exhibitor any rescission or termination right. On the contrary, the exhibitor will be liable to pay compensation for damages to GiMA.
- (6) The design and equipment of the stand are generally at the exhibitor's free discretion. If the stand is not built by GiMA, the back and side walls and the carpeting must be provided by the exhibitor/stand constructor. Use of the walls of other stands is strictly forbidden.

- (7) The stipulations and approvals of GiMA and local authorities must be observed.
- (8) If spaces are required for construction and/or dismantling outside the official hours, the resulting costs will be borne by the exhibitor.
- (9) Installation and dismantling of exhibits will be carried out by the exhibitor.
- (10) Dismantling may commence only after the event has closed.
- (11) If dismantling is not finished by the stipulated deadline, GiMA may clear the stand at the exhibitor's expense and arrange for storage of the exhibits at the exhibitor's expense and risk.
- (12) A right of lien to the materials stored will be acquired by GiMA in the amount of the costs. The materials stored may be sold after written notification if payment is still outstanding. Excess proceeds will be credited to the exhibitor after deduction of all costs.
- (13) The rented area, the stand construction elements and the furnishings must be returned by the exhibitor in their original condition. Cleaning and repair costs will be borne by the exhibitor.

XVIII. Applicable law

German law applies exclusively.

XVI. Technical provisions

- (1) The provisions of the Technical Manual apply.
- (2) Necessary official approvals (eg for stands with two floors) must be obtained and complied with by the exhibitor at its own expense. This also applies to requirements imposed by GiMA. Approval by GiMA does not constitute a substitute for any official approvals which may be required.
- (3) In the case of infringement, the responsible party is fully responsible for the damage incurred.
- (4) Special reference is made here to the regulations on environment protection, waste avoidance and waste disposal.
- (5) If, as the result of non-compliance by the exhibitor or third parties commissioned by it, GiMA is forced to satisfy the aforementioned requirements (for example in terms of subsequent waste separation, etc.), the exhibitor will bear full liability for all resulting costs including possible contractual penalties.
- (6) For compliance with all other technical regulations and safety-law provisions the exhibitor is liable as the contractual partner of GiMA.
- (7) The exhibitor is liable for all damage resulting from unauthorised use of electricity and water or unauthorised discharge of waste water.
- (8) GiMA is not liable for damage as the result of performance fluctuations in technical connections or force majeure or cut-offs/restrictions by decree of the safety authorities or utility suppliers.

XVII. Place of performance and jurisdiction; saving clause

- (1) The place of performance is Hamburg.
- (2) For all present and future claims under the business relationship with registered traders, including bill and cheque receivables, the exclusive place of jurisdiction is Hamburg.
- (3) The same place of jurisdiction applies if the registered party does not have a general place of jurisdiction in Germany or if it moves its residence or normal domicile from Germany after exchange of contract or if its residence or normal domicile is unknown at the time an action is filed.
- (4) If individual clauses should be ineffective or unenforceable, this will have no effect on the remaining provisions. The ineffective or unenforceable provision will be replaced by an effective and enforceable provision which comes as close as possible to the economic purpose of the ineffective or unenforceable provision. The same applies in the event of an omission.