

Conditions of Participation Special Section



FSB 2009
International Trade Fair for
Amenity Areas, Sports and Pool Facilities
Cologne, October 28th to 30th, 2009

1 Event organizer, event, venue, dates

FSB 2009 is organized by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

It will take place at the Koelnmesse exhibition grounds from Wednesday to Friday, October 28th to 30st, 2009.

Opening times

For visitors: daily from 10:00 a.m. to 6:00 p.m.

For exhibitors: 9:00 a.m. to 7:00 p.m.

Stand construction and dismantling

You may begin stand construction on October 21st, 2009, 8 a.m.

Construction should be completed by 6 p.m. on Tuesday, October 27th, 2009.

Dismantling may begin not earlier than 6 p.m. on Friday, October 30st, 2009.

Dismantling of all stands and exhibits should be finished by 6:00 p.m. on November 3rd, 2009.

2 Eligibility to participate

FSB, the International Trade Fair for Amenity Areas, Sports and Pool Facilities is intended to provide an overview of the relevant products and services offered by the companies in the sector.

In keeping with this objective, acceptance to exhibit at FSB is essentially restricted to manufacturers and their distributors and importers whose products correspond to the focus of the event (see List of Goods).

Koelnmesse also requires that proof of the nature of the manufacturer's business or of the activities of the manufacturer's distributor or importer be submitted in appropriate form.

If several of the manufacturer's distributors or importers satisfy the same requirements, those companies with exhibits of a quality and market position that is most dispensable for FSB on the whole can be denied permission to participate.

Distributors can be permitted to participate as co-exhibitors if they provide representative support for the manufacturer at the manufacturer's stand. Such participation as co-exhibitor, however, requires registration by the exhibiting manufacturer in question.

If a company does not satisfy the requirement of being a manufacturer or manufacturer's distributor but offers, in addition to the products listed in the List of Goods, related services that serve the intended use and practical application of these products, such a company can be admitted as an exhibitor if and insofar as the products to be exhibited come from manufacturers who satisfy this requirement and are represented as exhibitors at the event.

A listing in the commercial register (or in a comparable register) must be substantiated and supported in the registration.

The organizers decide which companies may be permitted to participate, which products and services may be exhibited, and the location of exhibitor stands at FSB.

3 Commercial property rights

Koelnmesse GmbH does not want any exhibitors who, in the process of producing, disseminating, selling, owning or advertising their products, violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense. If a final court decision has determined that an exhibitor at one of Koelnmesse GmbH's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse GmbH is entitled to bar that exhibitor from the next event of this kind after the court decision is res judicata if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

4 Participation fees and other costs

As an exhibitor, the following costs will apply:

137.00 euros/m² early-bird discount

(Registration until January 31st, 2009)

147.00 euros/m² standard rate

(Registration from February 1st, 2009)

The participation fee does not include the provision of stand partition walls.

These costs cover the rental of exhibition space including the stipulated construction and dismantling period; a specific number of exhibitor and work passes; the use of all technical and service facilities in the trade fair halls; advice by Koelnmesse GmbH experts on organization, advertising and PR work; complementary advertising materials for attracting your firm's customers; provision of rooms and areas for press conferences; press contact services and inclusion in general event and sector PR. For two-storey exhibition stands, the actual allotted area in the second storey is measured with technical precision and calculated at 50 % of the price per m² of floor area.

AUMA fee

The Association of the German Trade Fair Industry (AUMA) charges you a fee of 0.60 euro per m² for representing your interests. Koelnmesse has agreed to take over calculating and collecting the fees in the name of, and on the account of, AUMA. More detailed information is available at www.auma-messen.de.

Energy costs

A proportional flat-rate energy fee of 4.95 euros per m² of occupied stand area will be charged.

Down payment for services

Koelnmesse GmbH and Koelnmesse Service GmbH are entitled to collect an adequate down payment for services provided at an event (e.g. power and water supply etc.). The amount of the down payment for services is based on the services invoiced at the previous event (FSB 2007). For exhibitors that did not take part in FSB 2007, the down payment amounts to 618.00 euros.

After the event is over, a separate invoice is drawn up for the services provided; the down payment is credited to this amount. Invoice amounts are payable immediately upon receipt. If the down payment exceeds the amount charged for services provided, the excess amount will be paid back to the exhibitor. All exhibitor claims on interest for the down payment are excluded.

Visitor Promotion Package

Every main exhibitor receives a Visitor Promotion Package together with his/her stand space confirmation. This package consists of a corresponding number of complimentary admission ticket vouchers at a special discount price. The number of ticket vouchers and the price for every main exhibitor are calculated according to the confirmed stand area. The following scale applies:

Confirmed stand area	Number of admission ticket vouchers (Day ticket)	Price of the Promotion Package
12 m ²	15	150.00 euros
up to 30 m ²	30	300.00 euros
up to 50 m ²	50	400.00 euros
up to 100 m ²	80	500.00 euros
over 100 m ²	100	600.00 euros

The aforementioned costs for the Visitor Promotion Package are invoiced with the participation fee. The exhibitor data is printed on every voucher.

If you desire an amount of admission ticket vouchers which exceeds the amount you receive in your Visitor Promotion Package, you can order additional ones at the regular price of 12.00 euros per redeemed voucher. To do so, please fill out and return form, which you can find in the advertising material package.

Co-exhibitor charge

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Conditions of Participation), a co-exhibitor fee of 300.00 euros per company will be charged. The price of the Media Package is not included in this fee (see Item 8). All prices given are net prices. The statutory VAT will be charged separately where applicable.

Media Package

Entry in the Media Package is obligatory and costs 249.00 euros (see Item 8).

VAT

All prices given are net prices. The statutory VAT will be charged separately where applicable.

VAT refunds

Foreign exhibitors (proprietors) may receive a refund of the VAT paid with the invoice as long as they fulfil the legal requirements. To apply for your refund, please use the VAT refund service offered by Koelnmesse Service in conjunction with our partner C-VAT (For information and to order this service, go to the Koelnmesse Service Portal: Marketing Services > VAT refund).

Alternatively, send your refund claim directly to:
 Bundeszentralamt für Steuern, Dienststz Schwedt,
 Passower Chaussee 3b, 16303 Schwedt/Oder, Germany,
 Tel. +49 228 406-1200, Fax +49 228 406-2661,
 E-mail: vorsteuerverguetung@steuerlichen-info-center.de,
 Internet: www.bzst.bund.de

Withdrawal / non-participation

You can revoke your registration at any time until you receive the admission / stand space confirmation. A withdrawal / non-participation fee of 500.00 euros will be invoiced in such cases. As a rule, the exhibitor can no longer be released from the contractual relationship once the admission / stand space confirmation has been received. Exceptions to this rule can be made if the space that becomes available as a result of withdrawal or non-participation can be rented to another party. In such instances 25% of the participation fee (but a minimum of 1,000.00 euros) will be charged to defray the costs incurred. If the stand cannot be re-rented, the full participation fee must be paid.

5 Stand sizes and construction

The minimum stand size is 12 m².

Please note that hall pillars and other fixed construction elements may be present in any part of the rented stand area. The participation fee will be calculated according to the exact dimensions of the stand area allocated. Trade fair partition walls for dividing the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee (information at Koelnmesse Service Portal).

This fee does not include stand construction.

Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

Stand construction and design must adhere to all regulations that are valid in Germany (including the NRW venue regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction and design of the stand. The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons working for him/her to make sure they adhere to the regulations.

As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for one-storey stands that do not exceed 3.50 m in height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and at least 6 weeks before the event commences.

These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to provide the notice of approval. The exhibitor is also aware of the fact that in exceptional cases at his/her request and on his/her account the stand construction documents must be submitted to the responsible authorities for scrutiny.

Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be immediately complied with. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

If at all possible, the trade fair company (Koelnmesse) will try to provide the stand in the desired form. The following terms are used for the stands:

Terrace stand:	one side open
Corner stand:	two sides open
Two-corner stand:	three sides open
Island stand:	four sides open

The stand must be constructed to comply with the form of the stand confirmed. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space.

Banners and company signs are not permitted to encroach into the aisles. Koelnmesse Service GmbH also offers a completely outfitted turnkey stand system. Order Forms S.01 to S.08 found at the Koelnmesse Service Portal. For information about alternative types of stand construction, please contact Koelnmesse Service GmbH.

For a surcharge, exhibitors can rent further equipment in addition to the standard furnishings.

6 Exhibitor passes and work passes

As an exhibitor you receive, free of charge and valid from the first day of construction to the last day of dismantling:

- two exhibitor passes for each stand of up to 12 m²;
- four exhibitor passes for each stand of up to 20 m²;
- one exhibitor pass for each additional 10 m² or partial 10 m², up to a stand size of 100 m²;
- and one exhibitor pass for each additional 20 m² or partial 20 m².

The passes are sent together with the invoice for your stand.

If more exhibitor passes are needed for stand personnel, they can be requested from Koelnmesse for a fee (Order form Z.01 from the advertising material package).

If stand personnel change during the event, you can exchange a used exhibitor pass (bearing a name) one time and free of charge for a new pass. The passes are issued in the Exhibitor Services office. You will also receive free passes that allow your company's personnel access to the fair grounds during the construction and dismantling periods. These passes are only valid up to the start of, and after the end of, the event. They do not entitle the holders to enter the grounds during the event. These passes will also be sent together with the invoice for your stand.

7 Rules on selling

In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag.

This regulation does not apply to printed matter such as trade publications and specialist journals.

8 Media Package (Forms 2.10, 2.30)

Koelnmesse offers exhibitors a Media Package for its events.

The Media Package consists of the following elements:

- One entry in the alphabetical list of exhibitors (printed catalogue)
- Two entries in the product group list (printed catalogue)
- One entry in the online catalogue: Company name, address, stand location, website and e-mail address and all of the product groups you marked in Form 1.30
- Entry and activation for FSB Online Matchmaking with all product group entries given in Form 1.30
- Activation for the FSB online schedule planner
- Entry in the online route planner
- One entry and image in the Mobile Exhibition Guide (M.E.G.):
Company name, address, stand location, website and e-mail address and all of the product groups you marked in Form 1.30

The printed catalogue includes an alphabetical list of companies, a list of goods and advertisements. The printed catalogue is therefore an important, up-to-date reference work for all interested trade representatives that remains useful even after the event has come to a close.

Each participating company, co-exhibitor and additionally represented company must be listed in the Media Package. A fee of 249.00 EUR is charged for this service.

If the exhibitor fails to submit Order Form 2.10 before the deadline, **entries in the media package are based on the information given in Form 1.10 or 1.20/1.21 and are subject to a fee.**

Applications received subsequently will be included in the catalogue supplement under the above mentioned conditions.

The catalogue will be produced by Koelnmesse Service GmbH.

Printing of the catalogue and advertisements will be carried out by Thomas Neureuter GmbH

Redaktionsbüro Essen

Postfach 10 20 52, 45020 Essen, Germany

Tel. +49 201 1006-426

Fax +49 201 1006-172

e-mail: fsb@neureuter.de

9 Advertising

In order to ensure that the overall image of the event is retained and exhibitors are protected from unfair campaigns, the following advertising measures are forbidden:

1. Exceeding the specified stand height.
2. Distributing printed matter or advertising material in the aisles, halls or elsewhere on the exhibition grounds.
3. Staging visual or audio presentations without prior registration and approval.
4. Staging any kind of presentation in the aisles.
5. Competitions or prize drawings, including those outside the trade fair booth, during which participants are obliged to enter the booth of the advertiser are not permitted. The exhibitor bears responsibility for the legality of competitions, raffles etc.
6. Advertising of an ideological or political nature.
7. Accompanying events on or outside the exhibition grounds during the open hours of the trade fair.

Should it be unclear whether an exhibitor's advertising measures are permitted on the exhibition grounds, Koelnmesse must be consulted early enough to allow sufficient time to assess the matter.

Should the terms of exhibition be violated, Koelnmesse may immediately close the stand of the exhibitor in question and clear it without resorting to legal assistance.

10 Verbal agreements

Verbal agreements that go beyond the scope of this contract are not valid until confirmed in writing.

11 Severability clause

Should a provision of this contract prove to be wholly or partly void or should the contract have omissions, this shall not affect the validity of the remaining provisions. A provision shall take the place of the invalid provision or fill the omission that, as far as legally possible, comes closest to what the contractual parties intended or, given the sense and purpose of this contract, would have intended if they had considered the matter.

Should the invalidity of provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

12 "Infoscout" – the Visitor Information System

Information about your company, as provided on forms 1.10 to 1.30, will be made available to interested visitors at the information stands in the halls during the trade fair. In addition, you may use Koelnmesse's "Infoscout" electronic information system to **publish vacancies for trade representatives**.

You can use form Z.03 in the advertising material package to specify this offer in terms of products, countries or regions.

Exhibitors and visitors can use the "Infoscout" system **free of charge**.