

Conditions of Participation

Special Section



Anuga
Cologne, 8th to 12th October 2011

1 Organizer, event, venue and dates, visitor admission

1.1 Name

Anuga 2011 is being organized by Koelnmesse GmbH, 50679 Köln, Germany, Messeplatz 1, in conjunction with the Federal Association of the German Retail Grocery Trade, Am Weidendamm 1A, 10117 Berlin.

It will be held at the Koelnmesse exhibition centre from Saturday, 8th to Wednesday, 12th October 2011.

1.2 Opening times

For exhibitors: daily from 8:00 a.m. to 7:00 p.m.
For visitors: daily from 9:00 a.m. to 6:00 p.m.

1.3 Stand construction and dismantling

Stand construction may begin on Wednesday, 28th September 2011.

Construction must be completed by no later than 8:00 p.m. on Friday, 7th October 2011.

The aisles must be completely cleared by this time.

Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 6:00 p.m.

on Wednesday, 12th October 2011.

Admission for dismantling personnel will start at 6:00 p.m.

Trucks will be permitted to enter starting at 7:00 p.m.

Dismantling of all stands and exhibits must be finished by midnight on Monday, 17th October 2011.

The stand may not be partially or completely cleared, nor may exhibits be packed away, before the official start of dismantling. Koelnmesse has the right to impose a fine of up to 5,000.00 EUR for each time that an exhibitor violates this regulation. The size of the fine will depend on the seriousness of the violation. Koelnmesse may in addition/as an alternative bar the exhibitor in question from participating in the following event.

Hall layout planning will begin on 30th November 2010.

1.4 Visitor admission

Anuga is open to trade visitors only. The following groups are permitted to attend: decision-makers (managing directors, procurement/purchasing, market administration, sales, marketing) from food retailers and wholesalers, beverage retailers and wholesalers, trading cooperatives, drugstores, health food stores, trade representatives, food importers and exporters, skilled food trades, the food industry and suppliers to the food industry. Also: employees with responsibility from food service and catering companies serving segments such as hotels, traditional catering, system/brand catering, company canteens and communal/institutional catering.

Also permitted to attend are employees with responsibility from departments for the procurement and use of technical facilities and equipment; the segment of large-scale kitchen planning; and the specialist trade for technology for large-scale catering facilities.

Also admitted are employees of nutrition institutes, nutritionists, home economists and food technologists. Students and school pupils in certain areas of study can obtain admission tickets and gain permission to visit the event exclusively from the Federal Association of the German Retail Grocery Trade (BVL) — following official approval.

2 Eligibility to participate

2.1 Exhibitors

Only manufacturers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate in Anuga. Such producers may only exhibit products that correspond to the focus of the event (see the List of Goods). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.

The area available to exhibitors of **confectionery** is restricted (see definition of confectionery in the List of Goods, Form 1.31). Stands may be no larger than 20 m². This also applies to exhibitors at group stands.

Medicinal products may be presented only if approved by the Federal Institute for Drugs and Medical Devices (BfArM) or the Commission of the European Communities and the Council of the European Union.

You can exhibit for the companies you represent as a trade representative, sales company, association or importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits.

Koelnmesse also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in an appropriate form on demand.

Decisions regarding company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter.

All exhibited products and services must correspond to the focus of the event. See the accompanying List of Goods, Form 1.31. The products must be new ex works. Products and services that do not correspond to the List of Goods and used products may not be exhibited or offered.

2.2 Co-exhibitors

The participation of co-exhibitors and/or additionally represented companies at Anuga is possible. A special application and the acceptance by the organiser are required for the use of the stand area by a co-exhibitor (see Item V of the General Section of the Conditions of Participation).

3 Participation fee and other costs

3.1 Participation fee: per m² of floor space

(minimum recommended size: 12 m²)

Registration until 31st October 2010 190.00 EUR (early-bird discount)

Registration from 1st November 2010 204.00 EUR

(Based on the date the registration forms are received by Koelnmesse)

The participation fee does not include the provision of stand partition walls or other special construction elements.

The participation fee covers the rental of exhibition space for the entire duration of the fair, including the stipulated construction and dismantling periods; a specific number of exhibitor and work passes — see Item 5.1; the use of all technical and service facilities in the trade fair halls; advice by Koelnmesse experts on organization, advertising and public relations work for your participation; complimentary advertising materials for attracting customers to your firm; rooms for press conferences; and press contact services.

For two-storey exhibition stands, the actual allotted area in the second storey is measured with technical precision and calculated at 50 per cent of the price per m² of floor area. The participation fee will be calculated according to the dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not provide grounds for a reduction of the participation fee.

3.2 AUMA fee

The Association of the German Trade Fair Industry (AUMA) charges you a fee of 0.60 EUR per m² for representing your interests. Koelnmesse has agreed to take over the calculation and collection of the fees in the name of, and on the account of, AUMA.

More detailed information is available at www.auma-messen.de.

3.3 Energy costs

6.00 EUR per m² of occupied stand area as a proportional flat-rate energy fee for electricity, water consumption, compressed air etc. at your stand. The flat-rate energy fee is also charged for storage spaces and for the second-storey space of a two-storey exhibition stand.

3.4 Down payment for services

Koelnmesse and/or Koelnmesse Service GmbH are entitled to collect an adequate down payment for the services provided at an event — e.g. electricity and water supplies, media services etc. The amount of the down payment for services is based on the services invoiced at the previous event. For exhibitors that did not take part in the previous event, the down payment amounts to 754.00 EUR. Following the event, a separate invoice will be drawn up for the services provided; the down payment will be 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. Exhibitors are not entitled to have interest paid on their down payment.

3.5 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of 250.00 EUR per company will be charged. The price of an entry in the Media Package is not included in this fee (see Item 7). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

3.6 Catalogue

Entry in the Media Package "Catalogue/Internet/Matchmaking" is obligatory and costs 349.00 EUR (see Item 7).

3.7 VAT

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

3.8 Reimbursement of VAT

Foreign exhibitors (proprietors) may receive a refund of the VAT paid with the invoice as long as they fulfil the legal requirements.

3.8.1. Foreign proprietors from the EU may submit their refund applications to the Bundeszentralamt für Steuern only via the online site provided for this purpose in their respective countries.

3.8.2. Foreign proprietors from non-EU countries may use the VAT reimbursement service (subject to a fee) offered by Koelnmesse Service GmbH in conjunction with G-VAT (for information and ordering, go to Marketing Services > Reimbursement of VAT in the Koelnmesse-Service-Portal). Alternatively, they can send their refund claims directly to the Bundeszentralamt für Steuern, Dienstsitz Schwedt, Passower Chaussee 3b, 16303 Schwedt/Oder, Germany
Tel.: +49 228 406-1200, fax: +49 228 406-2661,
e-mail: vorsteuervergütung@steuerliches-info-center.de.

3.8.3. Further details are available on the Internet at: www.bzst.bund.de.

3.9 Costs in the event of non-participation

3.9.1 After receipt of admission/stand area confirmation

You cannot normally withdraw from the contract after you have received the admission/stand area confirmation. The regulations contained in Item II of the General Section of the Conditions of Participation apply.

In the event of non-participation, companies that have registered for a trade fair must pay compensation amounting to 25% of the participation fee if the reserved stand area can be rented to a third party.

3.9.1.1 If you have also ordered stand construction services from Koelnmesse Service GmbH, you may cancel the stand construction order only if you do so no later than 6 weeks before the stand construction period officially begins. The date on which Koelnmesse Service GmbH receives the exhibitor's declaration is the criterion for determining if the deadline has been met. If the declaration revoking the order is received after the deadline, Koelnmesse Service GmbH is entitled to demand that you pay the costs for the dismantling of the respective stand. These costs amount to 100% of the agreed fee in the event of a cancellation during the construction of the stand, 50% of the agreed fee in the event of a cancellation within 3 weeks prior to the start of construction, and 30% of the agreed fee in the event of a cancellation within 4 weeks prior to the start of construction. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

3.9.1.2 In a case where the stand construction has been ordered independently of the registration of a stand area, the provisions of the corresponding order form of Koelnmesse Service GmbH, Form S.12, shall apply in the event of a cancellation of this order.

3.9.2 You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the fee charged.

4 Stand sizes and construction

4.1 Stand size

The minimum stand size is 12 m².

Please note that hall pillars and other fixed construction elements may be present in the rented stand area.

Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

Trade fair partition walls for separating the stand area are not automatically provided. However, if they are needed as stand construction elements, they can be ordered for a fee from www.koelnmesse-service-portal.de.

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.

4.2 Responsibility

Stand construction and design must adhere to all regulations that are valid in Germany (including the special construction regulation, 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 sign writers and to all persons insofar 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 on their behalf to ensure that they adhere to the regulations.

4.3 Maximum stand height

The maximum permissible stand height is set at 4.50 m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present. 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 the permissible 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 must be auditable, consist of ground plans, views and design cross-sections with all measurements.

4.4 Notice of approval

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 compliance with the relevant requirements. 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 compliance with other requirements.

Nevertheless, if an infringement of the relevant requirements is found to have been committed, Koelnmesse can, for this reason, also refuse to issue the notice of approval. You have been informed of the fact that in exceptional cases — at your request and on your account — the stand construction documents must be submitted to the responsible authorities for auditing.

Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be immediately responded to. 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.

4.5 Stand form

The following terms are used for the stand forms:

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

Deviations from the requested stand shape do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

4.6 Construction and design of the stands

The stand must be constructed to comply with the stand form that has been 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. Orders can be placed at www.koelnmesse-service-portal.de (KSP).

5 Exhibitor passes and work passes

5.1 Receipt of the passes

Each exhibitor receives, free of charge and valid for the period from the first day on which construction work begins to the final day of dismantling:

- Two passes for a stand up to 10 m²
- Four passes for a stand up to 20 m²
- One pass for each additional 10 m² or part thereof up to a stand size of 100 m²
- One pass for each additional 20 m² or part thereof

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 the Koelnmesse Sales Service Centre for a fee. 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 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 to you together with the invoice for your stand rental fee. Independent stand construction teams require special admission passes in order to be able to begin stand construction in the halls. All passes are for specific individuals and are non-transferable.

5.2 Exchange and return of passes

If stand personnel change during the event, you can exchange a used pass (bearing a name) for a new pass one time and free of charge. The passes are issued in the Exhibitor Services office.

Exhibitor passes and work passes that were paid for but not used can be returned to Koelnmesse until the last day of the trade fair for a refund of the fee. Transferring a pass to a third party – whether sold or given free of charge – is not permitted and represents a severe violation of the Conditions of Participation, as stated in Item VI of the General Conditions of Participation.

6 Rules on selling

In view of the trade nature of the event, direct sales of exhibits or samples at the stands 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.

Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

7 Media Package

(Form 2.10)

7.1 Elements of the Media Package

Koelnmesse offers its exhibitors a Media Package for its events.

The Media Package consists of the following elements:

- One entry in the alphabetical List of Exhibitors (trade fair catalogue)
- Two entries in the product group list (trade fair catalogue)
- Entry in the online trade fair catalogue with company name, address, stand location, website and e-mail address, and all of the product groups you indicated in Form 1.31
- Entry and activation for Anuga Online Matchmaking with all of the product groups you marked in Form 1.31
- Activation for the Anuga online schedule planner
- Entry in the online route planner
- One entry and image in the mobile trade fair catalogue with company name, address, stand location, website and e-mail address and all of the product groups you marked in Form 1.31

The trade fair catalogue includes an alphabetical list of companies, a list of products and advertisements. The trade fair 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.

7.2 Costs for inclusion in the Media Package

Each participating company, co-exhibitor and additionally represented company must be listed in all of the directories of the Media Package.

A fee of 349.00 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 Form 1.20/1.21 and are subject to a fee.

Late submissions will also be included in the supplement to the catalogue at the exhibitor's expense. The Media Package will be produced by Koelnmesse Service GmbH. Activities related to the production of the catalogue and the advertisements are the responsibility of

A. Sutter Fair Business GmbH

Postfach 10 33 34, 45033 Essen, Germany

Tel. +49 201 8316-001, Fax +49 201 8316-099

info@fair-business.de

7.3 Responsibility/release of Koelnmesse from liability

Koelnmesse Service GmbH, Messeplatz 1, 50679 Köln, Germany, has been commissioned to create the media package. In turn, the company is authorised to assign the production of the catalogue and publishing of advertisements to a third-party company.

Customers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. Koelnmesse is not liable for printing errors, incorrect placement, mistakes and other gaps or faults in the printing.

8 Commercial property rights

8.1 Koelnmesse 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 *res judicata* that an exhibitor in connection with one of Koelnmesse's events has violated laws of the kind mentioned in Paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the *res judicata* court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

8.2 You will find more detailed information in the No Copy! brochure.

9 Non-permissible advertising/ violations of the Conditions of Participation

In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, the following advertising measures in particular are forbidden:

- Exceeding the binding specification of the booth height
- Advertising activities conducted outside the rented stand area without the prior written permission of Koelnmesse
- Advertising of an ideological or political nature

The exhibitor bears responsibility for the legality of competitions, raffles etc.

In the event of severe violations of the Conditions of Participation, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds — especially claims for damages — are excluded in these cases.

10 "Infoscout" — Information service for visitors

The information about your company that you submitted on Forms 1.10 to 1.31 will be made available to interested visitors at the information stands in the halls during the event. Furthermore, with Koelnmesse's electronic information system Infoscout you can publish vacancies for trade representatives.

You can use Form Z.03 to specify this offer according to products, countries or regions. Exhibitors and visitors can use Infoscout free of charge.

11 Requirement for a written document

All declarations must be specified in writing.

12 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions.

Should the invalidity of a 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.

13 General Section of the Conditions of Participation, Technical Guidelines

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.