

Conditions of Participation Special Section



Anuga
Cologne, 07.–11.10.2017

1 Organiser, event, venue and dates, visitor admission

1.1 Name

Anuga 2017 is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, in conjunction with the Federal Association of the German Retail Grocery Trade (BVLH), Am Weidendamm 1A, 10117 Berlin, the Federation of German Food and Drink Industries (BVE) and DEHOGA. The legal person obliged to render services to the exhibitors is Koelnmesse GmbH. The event will take place at the Koelnmesse fair grounds from Saturday, 07 October 2017 until Wednesday, 11 October 2017.

1.2 Opening hours

For exhibitors: Saturday to Wednesday from 9:00 a.m. to 7:00 p.m.
For visitors: Saturday to Wednesday from 10:00 a.m. to 6:00 p.m.

1.3 Stand build up and dismantling

Build up may begin at 7:00 a.m. on Wednesday, 27 September 2017. Build up must be completed by no later than 8:00 p.m. on Friday, 6 October 2017. 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, 11 October 2017. Please note Item IX Paragraph 3 of these Conditions. Admission for dismantling personnel: from 6:00 p.m. Trucks will be permitted to enter: from 8:00 p.m. Dismantling of all stands and exhibits must be finished by midnight on Sunday, 15 October 2017.

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, commercial 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 (BVLH) – 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 at Anuga. Such producers must exhibit products that correspond to the focus of the event (see the list of products). 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.

You can exhibit for the companies you represent as a commercial representative, sales company, association and 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 GmbH 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 appropriate form on demand.

All exhibited products and services must correspond to the focus of the event. See the accompanying list of products, Form 1.31.

Sweets and snack products (see list of products 1.31) may only be presented to a limited extent). Stands may be no larger than 20 m².

Medicinal products may be presented only if they have been 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. Please note the regulation in Item III of the General Section of the Conditions of Participation.

Organic products may only be presented within the trade show Anuga Organic if they have the appropriate certifications. Exhibitors at the trade show Anuga Organic are furthermore obliged to present mostly organic products at their stand. Application for participation at the trade show Anuga Organic is only valid in combination with Form 1.32.

The products must be new ex-works. Products and services that do not correspond to the list of products and used products may not be exhibited or offered.

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

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)

If registered by 30 Sept. 2016 EUR 238.00 (early bird discount)
If registered on or after 1 Oct. 2016 EUR 254.00.

(The price is determined by the date the application forms are received by Koelnmesse GmbH)

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

In the case of two-storey exhibition stands, the area in the upper level actually approved after technical inspection will be calculated at 50 % of the participation fee per m² of the floor space.

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.

The two-storey exhibitions stands will be invoiced for after the exhibition is finished.

3.2 AUMA fee

The Association of the German Trade Fair Industry (AUMA) charges you a fee of Euro 0.60 per m² for representing your interests. Koelnmesse GmbH 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

Euro 9.00 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 upper level of a two-storey exhibition stand.

3.4 Down payment for services

Koelnmesse shall be entitled to charge a reasonable down payment for the services used for the event in question – e.g. electrical and water connections, stand cleaning, etc. The down payment for services shall be assessed on the basis of the services charged for the previous event. The down payment for exhibitors who have not participated in the previous event shall total 30.00 EUR/m² – plus the obligatory marketing services (Marketing Package) in the amount of Euro 990.00.

Once the event has ended, a separate final invoice for services will be issued;

the down payment will be applied towards this amount. The invoice shall fall due for payment immediately following receipt. If the amount of the down payment should exceed the fees actually incurred for services, the amount by which the down payment exceeds actual charges shall be refunded to the exhibitor. The exhibitor shall have no claim to payment of interest on the 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 Euro 250.00 per company will be charged. The price of an entry in the Marketing Package is not included in this fee (see Item VII). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

3.6 Marketing services

Use of the marketing services described in Item 7 shall be obligatory and shall cost Euro 990.00.

3.7 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.

3.7.1 Value added tax identification number

As a rule, Koelnmesse GmbH provides exhibitors (proprietors) with a uniform service – so-called event service – in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse GmbH will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the application form in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse GmbH in writing of any changes to their VAT identification numbers.

3.7.2 VAT refund

If, in exceptional cases, services are not provided as uniform services in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further information is available at www.bzst.bund.de.

3.8 Costs in the event of non-participation

3.8.1 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.

3.8.1.1 Stand construction by Koelnmesse – completely outfitted stands

If you have ordered a completely outfitted stand from Koelnmesse GmbH – i. e. stand area and stand construction – you may only rescind the order to have the stand constructed six weeks before the official start of build up. The date on which Koelnmesse GmbH receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse GmbH is entitled to charge a flat-rate fee for the costs incurred, without providing evidence. These costs amount to 30 % of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of build up, 50 % of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of build up, and 100 % of the agreed fee in the event of a cancellation at a later time or during the build up of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

3.8.1.2 Stand construction by Koelnmesse – individual stands and ready-to-use system stands

In a case where the stand construction has been ordered independently of the application of a stand area, the provisions of the corresponding order form

of Koelnmesse GmbH, Form S.12, shall apply in the event of a cancellation of this order.

3.8.2 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 build up

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 GmbH will erect partition walls only if this is necessary for safety reasons due to water or electrical installations.

4.2 Responsibility

Stand build up 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 build up and design of the stand. The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise build up personnel and other persons working on their behalf to ensure that they adhere to the regulations.

4.3 Maximum stand height

The maximum height for structures or advertising material of all stand constructions (incl. signs, banners and other advertising and construction elements) is determined separately for each hall, to the extent that existing structures within the hall can individually accommodate any. Exceeding the limits of the maximum structure and advertising heights of any kind (lighting, screens and any stand construction) must be applied for and approved by Koelnmesse GmbH at the latest six weeks before build up starts. The rear walls of stands should be decorated in a neutral manner.

Hall 11: 5,00 m	Hall 4.2: 5,00 m	Hall 9: 8,00 m
Hall 2.1: 5,50 m	Hall 5.1: 5,00 m	Hall 10.1: 5,00 m
Hall 2.2: 5,00 m	Hall 5.2: 5,00 m	Hall 10.2: 5,00 m
Hall 3.1: 4,25 m	Hall 6: 8,00 m	Hall 11.1: 4,50 m
Hall 3.2: 5,00 m	Hall 7: 8,00 m	Hall 11.2: 4,50 m
Hall 4.1: 5,00 m	Hall 8: 8,00 m	Hall 11.3: 5,00 m

The maximum height for structures or advertising material of all stand constructions in passages and boulevards is 3.00 m.

4.4 Notice of approval

Stand build up may not commence until the exhibitor has received a copy bearing Koelnmesse GmbH's notice of approval. This notice of approval does not release the exhibitor from compliance with the relevant requirements. It only states that Koelnmesse GmbH has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse GmbH, the exhibitor is obliged to submit any additionally required information relating to the stand immediately. There is no obligation on the part of Koelnmesse GmbH to ensure compliance with other requirements. Nevertheless, if an infringement of the relevant requirements is found to have been committed, Koelnmesse GmbH 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 GmbH concerning the stand must be immediately responded to. In case of imminent danger, Koelnmesse GmbH is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

4.5 Stand format

The following terms are used for the stand formats:

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 format do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

4.6 Build up and design of the stands

The build up of the stands must comply with the stand format 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 the stand area.

Banners and company signs are not permitted to encroach into the aisles. Koelnmesse GmbH also offers a completely outfitted turn key-stands system. Orders can be placed at www.koelnmesse-service-portal.de (KSP).

5 Passes/admission tickets

5.1 Exhibitor and work passes

Each exhibitor receives the following amount of passes free of charge, valid for the period from the first day on which build up 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 exhibitor 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 the participation fee. Additional exhibitor passes for stand personnel can be requested from Koelnmesse Exhibitor Service Centre for a fee of Euro 110.00 per pass plus the statutory rate of value-added tax. The form required for this, Form 1.41, can be ordered from Exhibitor Services at the telephone number: +49 221 821-2994 or by sending an e-mail to: tickets@koelnmesse.de

You will also receive free passes for persons under contract to you or who invoice you in connection to activities related to build up and dismantling the stand, in order that they may enter the fair grounds. 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 fair grounds during the event. The passes are also sent together with the invoice for the participation fee.

Additional passes may be requested via the Koelnmesse Exhibitor Service Centre if required.

All passes are for specific individuals and are non-transferable. If stand personnel change during the event, you can exchange a used exhibitor pass (i. e. one bearing a name) one time and free of charge for a new pass. The passes are issued in the Exhibitor Services Centre.

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, in accordance with Item VI of the General Section of the Conditions of Participation.

5.2 Admission tickets

As an exhibitor, you are entitled to purchase Priority Tickets for only Euro 25.00 plus VAT per ticket. These tickets entitle the holder to a one-day visit and can be ordered by filling in Form 1.50. In addition, as an exhibitor, you may obtain Special Guest Cards for only Euro 85.00 each (plus VAT). This entitles the holder to enter the fair grounds during the exhibitor opening times. Before and after the "regular" visitor opening hours however (one hour before and one hour after), the holder of a Special Guest Card must be accompanied by an exhibitor with an exhibitor pass. During the visitor opening hours, the holder of a Special Guest Card is granted access without being accompanied by an exhibitor. The Special Guest Cards are valid for all five days of the fair and can be ordered by filling in Form 1.40. Transferring Priority Tickets and Special Guest Cards to third parties for money is not permitted and represents a severe violation of the Conditions of Participation, in accordance with Item VI of the General Section of the Conditions of

Participation.

5.3 Return of passes

Unused passes and admission tickets cannot be returned to Koelnmesse GmbH.

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 GmbH has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse GmbH 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 Marketing services (Marketing Package)

7.1 Scope of marketing services

Koelnmesse issues official trade fair media to accompany the events it hosts. The components of these media are as follows:

- Entry in the alphabetical list of exhibitors in all available fair media
- Five product group entries in the fair catalogue
- Unlimited number of product groups in the app and the online exhibitor search
- Set-up and provision of an online press compartment incl. a company profile, a company logo, five press releases, ten pictures and five documents
- App for recording visitors at fair stand with Koelnmesse registration data – number of usage licences based on exhibitor passes provided free of charge
- Inclusion and activation for Matchmaking365
- Activation for the Schedule Organiser Online
- Use of the database of new products in the press area

7.2 Costs for the obligatory marketing services (Marketing Package)

Use of the marketing services listed under Item 7 is mandatory for all represented companies, co-exhibitors and other represented companies and costs Euro 990.00. Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore this approval is also a prerequisite for any offers or order confirmations.

If an exhibitor still has not submitted an order to the official contract partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on Registration Form 1.10 or 1.20/1.21. Where possible, registrations and orders received later will also be included in the official fair media. If Koelnmesse receives orders and registrations later than the editorial and advertising deadline, Koelnmesse shall accept no guarantee for provision of any marketing services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media, or claims for damages.

7.3 Responsibility/release of Koelnmesse from liability

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which in turn shall be entitled to commission another company with concrete execution and with advertisements.

The advertiser shall be responsible for the content of advertisements and entries, and for any damages resulting therefrom. Koelnmesse does not accept responsibility for printing errors, incorrect placement, errors and omissions or faulty printing.

8 Commercial property rights

8.1 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 res judicata that an exhibitor in connection with 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 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

9.1 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 GmbH
- Advertising of an ideological or political nature The exhibitor bears responsibility for the legality of competitions, raffles etc.
- Advertising measures focused on closed stand sides.

9.2 In the event of severe violations of the Conditions of Participation, Koelnmesse GmbH 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.

9.3 Dismantling the trade fair stand and/or the product presentation before the official end of the event represents a serious breach of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse GmbH is entitled to impose a fine of up to Euro 5,000.00 (depending on the severity of the violation) for each such violation and/or to exclude the exhibitor from subsequent events.

10 "Infoscout" – Information service for visitors

During the event, your contact details from Form 1.10, as well as a list of your registered product groups will be passed on to interested visitors at the information stands in the halls. Furthermore, with Koelnmesse GmbH'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.

As of: Mai 2016