

Conditions of Participation, Special Section

1 Organiser, event, venue and dates, visitor admission

1.1 Title

The polisMOBILITY is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

The event will be held at the Cologne Exhibition Centre from Wednesday, 18.05.2022 to Saturday, 21.05.2022.

1.2 Opening hours

For exhibitors, daily from 09:00 a.m. to 07:00 p.m.
For visitors, daily from 10:00 a.m. to 06:00 p.m.

1.3 Stand construction and dismantling

1.3.1 General provisions

Work may proceed in the halls and outdoor areas during the general construction and dismantling times from 07:00 a.m. to 10:00 p.m. (to 06:00 p.m. on the last day of construction) insofar as no divergent provision has been specified.

1.3.2 Stand construction

Stand construction may begin at 07:00 a.m. on Thursday, 12.05.2022. Construction must be completed by no later than 06:00 p.m. on Tuesday, 17.05.2022. The aisles must be completely cleared by this time.

1.3.3 Stand dismantling

Dismantling of the trade fair stand and the goods presentation may not begin before the end of the event at 06:00 p.m. on Saturday, 21.05.2022. Admission for dismantling personnel: from 06:00 p.m.. Trucks will be permitted to enter from 08:00 p.m..

1.4 Visitor admission

polisMOBILITY is open to the general public.

2 Eligibility to participate

2.1 Exhibitors

Only producers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at polisMOBILITY. Such producers must exhibit products that correspond to the focus of the event (see the Products List). 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 sales 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 may also require that proof of the nature of the manufacturer's business or of the activities as the manufacturers' sales company or importer be submitted in an appropriate form on demand.

Decisions on company acceptance, 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.

2.2 Co-exhibitors

The participation of co-exhibitors at polisMOBILITY is possible. A special application and acceptance by the organizer 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).

Enabling a co-exhibitor to participate on the stand area without first obtaining the approval of Koelnmesse is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to €5,000.00 (depending on the severity of the

violation) for each such violation and / or to exclude the exhibitor from subsequent events. The stipulations of Item V of the General Section of the Conditions of Participation are not affected.

2.3 Group participation

The participation of group participants in the polisMOBILITY is possible. A special application (Form 1.13) and approval by the group organizer is required for the use of the stand area by a group participant (see Item V of the General Section of the Conditions of Participation).

Group organizers may only register companies as group participants and admit them to their stand area if they have their registered office in the same country as the group organizer or in a country bordering on the group organizer's country. The admission by the group organizer on its stand area of a company that does not have its registered office in the same country as the group organizer or in a country bordering on the group organizer's country constitutes a serious violation of these Conditions of Participation.

Koelnmesse is entitled to impose a fine of up to €5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the group organizer from subsequent events. The stipulations of Item V of the General Section of the Conditions of Participation are not affected.

3 Participation fee and other costs

3.1 Participation fee

Renting a stand area costs per m²:

	Early Bird (until 31.10.2021)	Standard rate (from 01.11.2021)
Terrace stand	205.00 EUR	220.00 EUR
Corner stand	220.00 EUR	235.00 EUR
Two-corner stand	235.00 EUR	250.00 EUR
Island stand	250.00 EUR	265.00 EUR

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

The participation fee will be calculated according to the exact dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not constitute grounds for a reduction of the participation fee.

For two-storey trade fair stands, the actual area allotted in the second storey after the technical inspection has been carried out is invoiced at 50 per cent of the participation price per m² of floor area.

3.2 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e. V. — AUMA) charges you a fee of EUR 0.60 per m² of exhibition space for representing your interests.

Koelnmesse GmbH will calculate and collect 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

Exhibitors will be charged a proportional flat-rate energy fee of €10.00 per m² of occupied stand area.

3.4 Down payment for additional costs for services

Koelnmesse is entitled to collect an adequate down payment for the services used by an exhibitor at an event (e.g. electricity and water supplies, stand cleaning etc.). The amount of the down payment for additional costs for services amounts to €20.00 per m² — plus the obligatory marketing services (marketing package); see Item 7.2, Special Conditions of Participation.

A separate invoice for the services provided will be drawn up after the trade fair is over; the down payment will be credited towards this amount. Invoice amounts are payable immediately upon receipt. If the down payment exceeds the amount actually 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 €350.00 per company will be charged. The price of an entry in the Marketing 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 Marketing services

The exhibitor undertakes to pay for the marketing services specified under Item 7 (see Item 7.2, Special Conditions of Participation).

3.7 Value-added tax

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

3.7.1 Value added tax identification number

As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service — a so-called event service — pursuant to Section 3a.4. Par. (2) of the German ordinance on the application of VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse 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 registration form in order to be considered proprietors. Exhibitors must immediately notify Koelnmesse 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 offerings 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 Prior to receipt of acceptance / stand area confirmation

Insofar as the supplier revokes its registration before receipt of the acceptance/stand area confirmation, it undertakes to pay a fee in the amount of €500.00.

3.8.2 After receipt of acceptance / stand area confirmation

Normally, such a withdrawal from the contract after receipt of the acceptance/stand area confirmation is not permitted. The regulation contained in Item II of the General Section of the Conditions of Participation applies.

In the event of your non-participation, you must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation fee subject, however, to the minimum fee specified in Item 3.8.1.

3.8.2.1 Stand construction carried out by Koelnmesse — complete stands

If you have ordered the provision of a complete stand — stand area and stand construction — from Koelnmesse, you may cancel the stand construction order only if you do so no later than six weeks before the stand construction period officially begins. The date on which Koelnmesse receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse 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 construction, 50% of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of construction, and 100% of the agreed fee in the event of a cancellation at a later time or during the construction of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

3.8.2.2 Stand construction carried out by Koelnmesse — individual stands and turnkey system stands

In a case where the stand construction has been ordered independently of the

registration of a stand area, the provisions of the Koelnmesse Group's General Terms and Conditions for Services and the Koelnmesse Group's Special Terms and Conditions for Services — Stand Construction shall apply in the event of a cancellation of this order. You may download these Terms and Conditions of the Koelnmesse Group from the event website or from the service shop of the event.

3.8.2 You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the amount 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. If they are needed as stand construction elements, however, they can be ordered for a fee in our Serviceshop.

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, design and operation must comply with all the regulations that are valid in Germany (including the special construction regulation, the industrial safety law and regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the employers' liability insurance associations in their currently valid versions). All of these provisions apply to the company's own as well as to independent stand designers, decorators, and signwriters and to all persons insofar as they perform activities commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction, design, operation and dismantling of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction and dismantling personnel and other persons working on its behalf, in order to ensure that they adhere to the regulations.

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

4.3 Overall 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 permitted height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. The plans of the trade fair stand 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 auditable documents consist of ground plans, elevations 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 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 immediately submit any additionally required information related to the trade fair stand.

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 issue the

notice of approval. Please note that in exceptional cases — on your behalf and on your 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 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 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 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 stands must be constructed in compliance with the stand form that has been approved.

The arrangement of the stands is left to the exhibitor but must be appropriate for the event in question.

The exhibitor has to obtain information about 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 extend into the aisles. Koelnmesse also offers a completely outfitted turnkey stand system. Orders can be placed using the stand construction configurator: <https://koelnmesse.mystand-configurator.de/>.

5 Exhibitor and work passes

5.1 Exhibitor passes

Each exhibitor receives free passes that are valid for the period from the first day on which construction work begins to the final day of dismantling:

- 3 passes for a stand of up to 20 m²
- One additional pass for each additional 10 m² up to 100 m²,
- One additional pass for each additional 20 m² over 100 m²

The codes for the passes are provided to the customer in digital form and must be redeemed online via the event's ticket shop. The passes and travel tickets can only be used via the app of the respective event. The registration in the app must use the same data as used at the ticket shop. Additionally required exhibitor passes can be ordered online via our service shop for a fee.

5.2 Work passes

You will also receive free passes that allow people commissioned by you or who work on your behalf to access the exhibition centre in order to construct or dismantle your stand. 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.

- 4 passes for a stand of up to 20 m²
- One additional pass for each additional 10 m² up to 100 m²,
- One additional pass for each additional 20 m² over 100 m²

You will receive the passes digitally with the exhibitor passes

5.3 Transfer of passes forbidden

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 stipulated by Item VI of the General Section of the Conditions of Participation.

6 Rules on selling

In view of the trade nature of the event, direct sales of exhibits or samples from the trade fair 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 Marketing services (marketing package)

7.1 Scope of supply of obligatory marketing services for main exhibitors, group organizers and group participants

Koelnmesse publishes official trade fair media for its events. These are composed of:

- Integrated leadtracking in the app and @home
- Participation in the networking in the app and @home including appointments
- Unlimited number of product groups in the fair catalogue, in the app, the online exhibitor search and @home
- Unlimited number of basic brand entries in the app, online exhibitor search and @home
- Entry in the alphabetical list of exhibitors in all available fair media

Scope of supply of obligatory marketing services for co-exhibitors and additionally represented companies

- Participation in the networking in the app and @home including appointments
 - Unlimited number of product groups in the fair catalogue, in the app, the online exhibitor search and @home
 - Entry in the alphabetical list of exhibitors in all available fair media
- Specific General Terms and Conditions apply to certain of the marketing services listed above. These can be called up in the service shop of the event.

7.2 Costs for the obligatory marketing services (marketing package)

The obligatory marketing services listed under Item 7.1 are provided to all participating companies, co-exhibitors and additionally represented companies and incur the following costs:

€1,050.00 per main exhibitor, group organizer and group participant
 €350.00 per co-exhibitor

You will receive all of the ordering information and documentation relating to the marketing services offered from our official contract partners. Please note that a participation by your company is only fixed on acceptance by Koelnmesse. The offers and order confirmations are therefore subject to the condition precedent that the acceptance has been issued.

If the official contract partners have not received an order form from the exhibitor before the editorial and advertising deadline, the entry included in the official trade fair media will be based on the information given in the respective registration. The entry is subject to a fee. Registrations and orders received after this deadline will also, insofar as possible, be taken into account in the official trade fair media. In the case of orders and registrations that are received by Koelnmesse later than the editorial and advertising deadline, Koelnmesse will make no guarantee of the full provision of all marketing services. Claims of any kind, in particular claims that seek to reduce the costs for inclusion in the official trade fair media or claims of compensation for damages are expressly excluded in these cases.

The editorial and advertising deadline is 28/03/2022.

7.3 Special data protection provisions for lead tracking

Trade fair visitors can voluntarily register. Other terms may apply, particularly when visitors can only purchase certain types of tickets by registering. Koelnmesse GmbH forwards the personal data from registered visitors to third parties only if the visitors first agree to have their data used in this way. Neither the exhibitor, nor Koelnmesse GmbH nor any other third party can require visitors to take part in lead tracking by scanning their admission tickets and so to pass on their personal data. In addition, the exhibitor is obliged in individual cases to delete the personal data that it has received as a result of lead tracking if it is requested to do so by Koelnmesse GmbH or the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data.

The exhibitor may only forward the personal data received as a result of lead

tracking to third parties if and to the extent that the exhibitor has received express consent from the respective visitor. The exhibitor also undertakes to use the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the exhibitor shall exempt Koelnmesse GmbH from all claims by third parties. Existing BSafe regulations still apply.

7.4 Responsibility/release of Koelnmesse GmbH from liability

Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, is the publisher of the official trade fair media. Koelnmesse may assign the practical implementation of the advertising to a third party company.

Advertisers 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.

Koelnmesse GmbH is not liable for damage to property and personal injury caused by the use of the FairMate Leadtracking app for the lead tracking service unless it can be proved that Koelnmesse GmbH acted deliberately or with gross negligence. Liability is limited to foreseeable damages. Participants use the FairMate Leadtracking app for the lead tracking service at their own risk. Although Koelnmesse strives to provide correct information, it does not guarantee the currency, accuracy and completeness of the supplied information nor is it liable for such. Koelnmesse assumes no responsibility for the technical availability of the services offered. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. In particular, maintenance, security and capacity-related issues as well as events over which Koelnmesse has no control (e.g. disturbances of the public communication networks, power outages etc.) can lead to brief disruptions or a temporary suspension of the services. Koelnmesse does not guarantee that the web pages will be accessible at all times and that participants can call them up flawlessly and without encountering incorrect content or technical difficulties. Koelnmesse is not liable for incorrect information that is produced or disseminated by participants and/or third parties (including cooperation partners) and that is related to the ordering of admission tickets and catalogues for trade fairs and exhibitions of the Koelnmesse Group on the Internet. Koelnmesse is especially not liable for e-mails or data entries that the system fails to accept and/or receive because they do not conform to the stipulations of these Conditions of Participation or to the website's technical requirements.

Koelnmesse is not liable for the offers made by third parties, especially not if they are related to the use of the lead tracking service.

Koelnmesse does not guarantee that all links and references to external content that are found during the use of the lead tracking service are correct or complete.

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 can find more 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 specified overall height;
- Advertising activities 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.

9.2 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.

9.3 Dismantling the trade fair stand and / or the exhibits 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 is entitled to impose a fine of up to €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

The information about your company that you submitted to us on your application will be made available at the information stands in the halls for interested visitors during the event. Furthermore, with Koelnmesse's electronic information system Infoscout you can publish vacancies for sales 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 regarding 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 as a whole 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.