

APPLICATION FORM Main exhibitor

Please note that only fully-completed application forms can be processed.

Allocation of stand spaces starts from April 2018.

IMPORTANT: Please note the setting up and dismantling times valid for 2019.

(For details please refer to our Terms of Participation, p. 5, and Important Information, p. 8.)



The international trade show
for optics & design

25 – 27 January 2019
FRIDAY – SUNDAY
Fairground Munich

1

CONTACT DETAILS

Please provide the following details as they appear in the commercial register.

Customer number
(if available)

VAT Reg. No. – Country code/no.
(Compulsory field – EU countries only)

Due to VAT legislation requirements, GHM Gesellschaft für Handwerksmessen mbH (GHM) is only able to issue invoices to its exhibitor = contracting partner or beneficiary its services.

Company name including registered legal form
as in commercial register / Sole trader: last name, first name

Building no./street

Town/postcode

Country

Managing director
(last name, first name)

Ms
 Mr

Contact person for (last name, first name)
trade fair organisation

Ms
 Mr

Phone

Fax

Mobile

E-mail

Homepage

Trade fair development through further contact (no stand construction company)

Company name as in commercial register /
Sole trader: last name, first name

Building no./street

Town/postcode

Country

Contact person for (last name, first name)
trade fair organisation

Ms
 Mr

Phone

Fax

Mobile

E-mail

2

STAND DETAILS AND PRICES

We herewith order the following stand space (excluding stand construction):

Size of stand (min. 12 m²): Area m² Frontage m Depth m

Participation fee:

- Row stand (1 side open) € 199.00 /m² End stand (3 sides open) € 221.00 /m²
 Corner stand (2 sides open) € 213.00 /m² Island stand (4 sides open) € 228.00 /m²

The full price will be charged for every square metre of space or part thereof. Any projecting elements, columns or joists are considered to be part of the area assigned.

Extras:

- Media fee for a compulsory entry in official media – e.g. catalogue – (online/print) of € 450.00. Please complete the form of our contractual partner. We cannot grant any price reduction if only parts of the package are used. The same applies to co-exhibitors.
- AUMA fee of € 0.60 will be charged per square metre of rented space. As the umbrella organisation of the German trade fair industry, AUMA represents the interests of exhibitors, visitors and organisers and provides information and advice to all those involved in trade fairs from Germany and abroad.
- Stands with an accessible upper floor will be subject to an additional fee of 40 % of the basic participation fee for the upper area.
- Waste disposal fee of € 4.50 /m².
- Exhibitors of YES independent design area in halls C1 and C2 will be charged a supplement of € 6.00 /m². (For the purpose of hall design)
- A fee of € 560.00 will be charged for each co-exhibitor, which will be invoiced to the main exhibitor.

All prices indicated are net prices subject to the statutory rate of VAT applicable at the time the service is provided.

Location if possible in the vicinity of:

Location if possible **not** in the vicinity of:

Stand location will be decided by GHM. Exhibitors have no entitlement to a specific location.

3

CO-EXHIBITOR

Registration is being made for co-exhibitors. Please complete an application form for each co-exhibitor.

4

PRODUCT RANGE This application form will only be valid if submitted together with the enclosed **product range form** which needs to be filled in and signed!

The following brands will be presented at the stand:

Note: Data will not be automatically included in the official media.

5

DATA SECRECY STATEMENT

I am aware of the fact that my personal data will be processed and used by GHM Gesellschaft für Handwerksmessen mbH for customer support and contact purposes. I have the right to object to such use of my data at any time. Data will be used for contacting you by mail, phone, fax or e-mail. Should you not wish to be contacted by any of these means of communication, please send an e-mail with the corresponding instructions to datschutz@ghm.de.

This is to register our participation and book the services listed above.

We have taken note of the Terms of Participation and other guidelines and by signing acknowledge their legally binding effect. We also consent to our company data being forwarded to service partners for the purpose of organising the fair.

We confirm that all services rendered by the service provider will be used for our company/co-exhibitor(s) and not for third-party or private purposes. This declaration will remain valid until revoked in writing.

Place/date

Company stamp/legally binding signature

Organiser: GHM Gesellschaft für Handwerksmessen mbH · Willy-Brandt-Allee 1, 81829 Munich, Germany · P.O. Box 82 03 55, 81803 Munich, Germany · P +49 89 189 149 154 · F +49 89 189 149 159 · www.opti.de · opti@ghm.de

>>> Note: NEW as of 01. May 2018: Paul-Wassermann-Str. 5, 81829 Munich, Germany <<<

PRODUCT RANGE Main exhibitor

Please note that this application form is valid only if accompanied by a completed and signed product range.



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COMPANY NAME Main exhibitor

Please classify your products under the following branches of trade / products (please mark the applicable options with an 'x').

Associations

Buying syndicates

Contact lenses and accessories

Diagnostics

Education and training

Frames

Correction frames

Custom-made spectacles

Ready readers

Safety glasses / goggles

Spectacles for children and babies

Sports eyewear

Sunglasses

Hearing aids / audiology

Industry events / trade fairs

IT

Low-vision

Machines

Marketing agencies and business consultancy

Merchandising

Cleaning and care products / cleaning cloths

Display cases

Packaging / carrier bags

Spectacle chains and cords / cases

Raw materials and semi-finished products

Refraction

Sample cases

Shop fixtures and fittings

Spare parts / spectacle elements

Spectacle lenses

Store design and decoration

Surgery (e.g. laser equipment)

Trade journals / specialist literature

Workshop equipment and fittings



Please note that this information is not published automatically in the official media. You will be contacted in due time by our service provider for information to be listed in the official media.



**The product range is an integral part of the application form.
Please return the product range form to us together with the application form.**

Place/date

Company stamp/legally binding signature

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>>> Note: NEW as of 01. May 2018: Paul-Wassermann-Str. 5, 81829 Munich, Germany <<<

APPLICATION FORM Co-exhibitor (to be filled in by main exhibitor!)

Please note that only fully completed application forms can be processed
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1 COMPANY NAME Main exhibitor

1

As main exhibitor we herewith register our co-exhibitor, who will be represented with its own staff and exhibit its own products and services in accordance with the Terms of Participation. An application form must be completed for each co-exhibitor.

2 CONTACT DETAILS Co-exhibitor

2

Please provide the following details as they appear in the commercial register.

Due to VAT legislation requirements, GHM Gesellschaft für Handwerksmessen mbH (GHM) is only able to issue invoices to its exhibitor = contracting partner or beneficiary for its services.

VAT Reg. No. - Country code/no.
(Compulsory field - EU countries only)

Company name including registered legal form
as in commercial register / Sole trader: last name, first name

Building no./street

Town/postcode

Country

Managing director
(last name, first name)

Ms
 Mr

Homepage

Contact person for (last name, first name)
trade fair organisation

Ms
 Mr

Phone

Fax

Mobile

E-mail

3 PRICES

3

A fee of € 560.00 will be charged for each co-exhibitor. The fee and any other incidental services will be invoiced to the main exhibitor. The main exhibitor is as such the party liable towards GHM. Should GHM invoice the co-exhibitor for services provided, the main exhibitor will in all cases bear joint and several liability towards GHM.

The media fee for a compulsory entry in the official media (online/print) is included.

Please complete the form of our contractual partner. We cannot grant any price reduction if only parts of the package are used.

All prices indicated are net prices subject to the statutory rate of VAT applicable at the time the service is provided.

4 EXHIBITOR PASSES

4

Each co-exhibitor will receive 4 exhibitor passes free of charge.

5 PRODUCT RANGE

5

This application form will only be valid if submitted together with the enclosed **product range form** which needs to be filled in and signed!

The following brands will be presented at the stand:

Note: Data will not be automatically included in the official media.

6 DATA SECURITY STATEMENT

6

I am aware of the fact that my personal data will be processed and used by GHM Gesellschaft für Handwerksmessen mbH for customer support and contact purposes. I have the right to object to such use of my data at any time. Data will be used for contacting you by mail, phone, fax or e-mail. Should you not wish to be contacted by any of these means of communication, please send an e-mail with the corresponding instructions to datenschutz@ghm.de.

This is to register our co-exhibitor's participation and book the services listed above. We have taken note of the Terms of Participation and other guidelines and by signing acknowledge their legally binding effect. We also consent to our company data being forwarded to service partners for the purpose of organising the fair.

We confirm that all services rendered by the service provider will be used for our company/co-exhibitor(s) and not for third-party or private purposes. This declaration will remain valid until revoked in writing.

Place/date

Company stamp/legally binding signature

PRODUCT RANGE Co-exhibitor

Please note that this application form is valid only if accompanied by a completed and signed product range.



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COMPANY NAME Main exhibitor

COMPANY NAME Co-exhibitor

Our co-exhibitor is active under the following branches of trade/products (please tick off if applicable):

- Associations
- Buying syndicates
- Contact lenses and accessories
- Diagnostics
- Education and training

Frames

- Correction frames
- Custom-made spectacles
- Ready readers
- Safety glasses / goggles
- Spectacles for children and babies
- Sports eyewear
- Sunglasses
- Hearing aids / audiology
- Industry events / trade fairs
- IT
- Low-vision
- Machines
- Marketing agencies and business consultancy

Merchandising

- Cleaning and care products / cleaning cloths
- Display cases
- Packaging / carrier bags
- Spectacle chains and cords / cases
- Raw materials and semi-finished products
- Refraction
- Sample cases
- Shop fixtures and fittings
- Spare parts / spectacle elements
- Spectacle lenses
- Store design and decoration
- Surgery (e.g. laser equipment)
- Trade journals / specialist literature
- Workshop equipment and fittings



Please note that this information is not published automatically in the official media. You will be contacted in due time by our service provider for information to be listed in the official media.



The product range is an integral part of the application form.
Please return the product range form to us together with the application form.

Place/date

Company stamp/legally binding signature

Terms of Participation

Last updated: January 2018

1. General information about the event

Event: opti 2019 – The international trade show for optics & design
Venue: Fairground Munich
Event duration: Friday – Sunday, 25 – 27 January 2019
Opening times: Friday, 25.01.2019: 10:00 a.m. – 07:00 p.m.
Saturday, 26.01.2019: 09:00 a.m. – 07:00 p.m.
Sunday, 27.01.2019: 09:00 a.m. – 05:00 p.m.

Setting up:

from Wednesday, 23.01.2019 from 08:00 a.m.
till Thursday, 24.01.2019 at the latest **10:00 p.m.** – constructional set up
till Thursday, 24.01.2019 at the latest **12:00 midnight** – decorative set up
(within stand area only)

Dismantling:

from Sunday, 27.01.2019 from 05:00 p.m.
till Monday, 28.01.2019 at the latest 08:00 p.m.

The setting up and dismantling times must be strictly adhered to.
Information on setting up and dismantling will be made available in good time.

2. Registration and conclusion of contract

The application form must be completed in full and duly signed and stamped before being sent to GHM in order for registration to be effective. Registrations from within the EU must bear the appropriate VAT registration number. The submission of the application form is legally binding for the exhibitor. Any amendments, additions and deletions made to the application form or to the Terms of Participation will have no effect. A contract will be established on acceptance by GHM.

GHM will generally confirm receipt of the registration; this does not constitute acceptance of the registration. GHM will submit an offer of location to the exhibitor following an examination period that may last several months. If the exhibitor does not decline the offer of location within an appropriate period named therein, GHM will then send the exhibitor notification of acceptance with the offer of location. This results in the contract coming into existence.

The technical guidelines, the venue's house rules and future circulars in digital or printed form are an integral component of the Terms of Participation. These are subject to subsequent changes, which are then binding for the event.

3. Acceptance

Unless the exhibitor, as an exception, has a legal entitlement to acceptance to participate, GHM reserves the right to deny acceptance as it deems fit. The exhibitor must in all cases supply details of its product range and must provide an assurance that the products exhibited correspond to its product range in order for the application to be approved. Any exhibition products breaching the provisions of industrial property law in Germany (illegal copies) are prohibited.

GHM may revoke acceptance if it was granted as a result of incorrect information or if the prerequisites for acceptance have become void.

GHM is entitled to withdraw from the contract if good cause exists. Good cause exists in particular when an application for insolvency proceedings to be initiated is filed, when such an application is rejected due to insufficient assets or when insolvency proceedings are actually opened. GHM must be notified of this immediately.

GHM is entitled to make acceptance dependent on the timely payment of a registration deposit.

Exhibitors may not sub-let or cede any stand registered in their name to a third party.

4. Stand position and occupation, technical services

The position of the stand will be decided exclusively by GHM. In the interests of the trade fair, GHM is entitled to assign a different position or different size of stand to that listed in the allocation or acceptance and also to reposition or close entrances and exits to the fair site or to the halls or to make structural changes. The exhibitor herewith waives any claims to compensation that may arise or have arisen from the changes described above. However, any rent already paid must be reimbursed to the exhibitor on a pro rata basis. Any projecting elements, columns or joists are considered to be part of the area assigned.

The exhibitor is obliged to occupy the stand and to exhibit the registered products without restriction; other products may not be exhibited. The exhibitor guarantees that it has unrestricted power of disposal over the registered exhibition products and that they are new articles. Used articles are not permitted.

The exhibitor must order all technical services (e.g. water, electricity) from the operator of the venue with whom the exhibitor will conclude a separate contract.

5. Terms of payment and due dates

The invoice for participation will be issued to the exhibitor when acceptance is given. The invoice will cover the aforementioned participation fee including the rent for the stand space, the basic number of exhibitor passes, advice and service from GHM, visitor promotion as well as press and public relations work for the event.
The invoice for participation fee is payable in full by 25 October 2018 at the latest.

Should the invoice be issued after 25 October 2018, it will be payable within 14 days of the date on invoice, or if the period up to the commencement of the event is shorter, by the first day of setting up at the latest. If payment is not made in time, GHM will be entitled to withdraw from the contract immediately and to claim compensation, which will be determined by the applicable provisions of section 13. **Cancellation and space reduction.**

GHM will issue an invoice to the exhibitor after the event containing a final calculation of charges for the services provided by GHM so far not billed. This invoice is payable within 14 days of the date of the invoice. In the event of a delay in payment interest on arrears will be charged in the legally specified amount.

Any fees, bank charges, taxes or levies, in particular VAT, must be paid by the exhibitor. Any amounts retained or deducted by third parties such as taxes and charges withheld at the exhibitor's place of origin will have no effect for GHM. All payments must be made in EUROS. Any complaints regarding invoices must be made within eight days of receipt of the invoice. Complaints at a later date cannot be considered.

6. Offset exclusion

The exhibitor is not entitled to offset claims for payment by GHM with counterclaims unless the counterclaims have been legally established or recognised by GHM.

7. Beneficiary, re-issuing of invoices

The following applies to exhibitors with their registered office in the European Union (excluding Germany): the exhibitor confirms as beneficiary of the services that all services rendered by GHM as service provider will be used for its own business and not for any third-party commercial or private purposes. This declaration will remain valid until revoked in writing. In the event that the exhibitor does not use the service for its own business purposes, GHM will not be liable for any damage or loss that may arise as a result, in particular for any VAT subsequently charged. The exhibitor must communicate its VAT registration number to GHM as confirmation and proof of its business use. Should the exhibitor fail to communicate its VAT registration number, GHM will assume that the service is assessable and liable for tax in Germany and will invoice VAT accordingly. The same applies to a VAT registration number for which the Federal Central Tax Office does not issue a notification of confirmation as well as in the event of the VAT registration number being declared invalid.

For VAT-related reasons GHM is unable to issue or re-issue invoices for services that GHM has rendered, or will render, to the exhibitor as contracting partner to a different invoice than the exhibitor. Should the exhibitor request a change to an invoice that has already been issued, e.g. in the event of a change to the company name, to the company's legal form or to its address, the exhibitor will have to pay an amount of € 150.00 plus VAT. This fee will not be payable in the event of GHM being responsible for incorrect details.

8. Exhibitor passes

Every exhibitor will receive free exhibitor passes for itself and its staff in accordance with the stand size; the passes will be valid for the duration of the event. For a stand size of

up to 20 m ²	3 exhibitor passes
up to 100 m ²	1 additional exhibitor pass for each additional area of 10 m ² or part thereof
over 100 m ²	1 additional exhibitor pass for each additional area of 20 m ² or part thereof

Any further exhibitor passes will be charged for.

Exhibitor passes will be available after settlement of the invoice for participation. Their use is reserved solely for stand staff; it is forbidden to pass them on to third parties or to sell them. They will be blocked in the event of abuse.

9. Co-exhibitor/additional company represented

A co-exhibitor/additional company represented is any other business represented at the stand, regardless of whether with its own staff or merely with their own exhibition products or services. This includes affiliate companies, subsidiaries, sales branches or agencies.

The stand area is allocated as a single unit and to one exhibitor only (contracting partner). Co-exhibitors must be registered by the exhibitor (contracting partner) using a separate application form.

The acceptance of the co-exhibitor/additional company represented does not result in an additional contract between it and GHM. Instead, it is the exhibitor's responsibility to ensure that its co-exhibitors/additional companies represented observe the provisions of the contract and the guidelines. The exhibitor bears the same liability for faults of its co-exhibitors/additional companies represented as it does for its own faults.

Acceptance of co-exhibitors/additional companies represented is subject to payment. The exhibitor must make such payment; it can be invoiced subsequently by GHM. The exhibitor will also be liable towards GHM for any services provided by GHM to co-exhibitors/additional companies represented. Should GHM invoice services directly to co-exhibitors/additional companies represented, this will not diminish the exhibitor's joint liability.

10. Stand design

Stand areas do not include stand construction or technical services. The exhibitor is responsible for the design and construction of the stand and any required compliance with

legal provisions, the technical guidelines, circulars and terms of participation that may result therefrom. The exact details of the technical guidelines can be found on the website. An excerpt is included in the Terms of Participation in the appendix „Important notes“.

11. General information about operating a stand

During official event opening hours, the stand must always be manned by competent members of staff, must be properly equipped and made accessible to visitors. A premature abandonment of the fair stand constitutes a serious breach of these Terms of Participation which will entitle GHM to refuse to accept the exhibitor for future events organised by GHM.

Exhibition materials that, owing to their appearance, smell, noise, vibrations or similar properties, pose a significant risk or disturbance for other exhibitors, visitors or exhibition products of other exhibitors must be removed immediately at GHM's request. This obligation on the part of the exhibitor also exists even when it indicated such properties in the application form and were previously accepted by GHM.

12. Special events

Any event held by the exhibitor on its stand going beyond a usual company presentation or demonstration requires the prior written consent of GHM. GHM is however entitled to place restrictions on or completely prohibit previously approved events if they threaten to disrupt the orderly operation of the fair or of other exhibitors. Audio and audio-visual presentations as well as any other sources of noise are only permitted at the stand provided that they comply with the German Ordinance on Occupational Safety concerning Noise and Vibration Protection in accordance with DIN 15905 Part 5 when measured at the stand boundary. If noise levels exceed this, GHM is entitled to intervene and, where necessary, close the stand in line with section 15. **Revoking allocation, stand closure.** The individual company/exhibitor is responsible for submitting the relevant applications to GEMA and other copyright associations. It is agreed by both sides that the general purpose of the fair and the general interest of the exhibitors is to maximise the flow of customers (= visitors). The exhibitor accordingly agrees not to attract visitors to other locations away from the trade fair site during official opening hours. In the event of any infringement of this provision, GHM is entitled to close the stand in line with section 15. **Revoking allocation, stand closure.**

13. Cancellation and space reduction

Should the exhibitor cancel its allocation in part or full or reduce the allocated space, GHM will strive to rent the area out to another exhibitor. There is, however, no obligation for GHM to do this. Furthermore, cancellation will not affect the exhibitor's payment obligations in accordance with the invoice for participation for the original acceptance.

Should GHM succeed in renting the area out to another exhibitor in part or in full, the amount recovered for the floor space rented out to another exhibitor will be reimbursed to the exhibitor. If another exhibitor already registered relocates its stand to the vacated space, it will only be deemed as letting to a third exhibitor if and to the extent that a higher rent can be generated from this vacated stand and/or the space vacated by the other exhibitor can be rented out to another exhibitor.

In addition, if the cancelled floor space can be rented out to a third party in part or in full the exhibitor will still be liable to GHM for payment of a fixed sum as compensation for the costs incurred by the additional activity. From the date of acceptance, this will amount to 25 % of the total agreed participation fee, however at least € 1,000.00 plus VAT and must be offset against any reimbursement that might be paid. The entire co-exhibitor fee is payable on cancellation by a co-exhibitor/additional company represented.

Any additional services ordered must be cancelled with the respective contracting partner and are subject to the relevant contractual terms and conditions.

14. Official media (catalogue, Internet, mobile)

GHM will publish an official exhibitor directory. GHM reserves the right to choose the appropriate medium (online/print).

GHM will appoint a service provider (hereinafter: provider) to prepare the official media (exhibitor directory). The provider is:

Company	jl.medien e.K.,
Address	Inselkammerstraße 5 82008 Unterhaching, Germany

Where GHM invoices a media fee together with the services it renders, the fee includes the following services:

- Full entry in the list of exhibitors (name, address, telephone, fax, internet address, e-mail address, hall/stand)
- Indication of product range (according to product nomenclature)
- Indication of brand names in the list of trademarks

The provider will contact the exhibitor in order to discuss the details of the content of the entry covered by the media fee. The provider will also provide the exhibitor with information on additional design options and where applicable will conclude a direct agreement in this regard with the exhibitor on the relevant terms of the provider.

The details supplied to GHM on the application form are not considered to be the specifications for the entry. In the case of exhibitors who fail to submit their registration in good time, GHM will be entitled to arrange for an entry in the official medium based on the registration documents supplied without any liability for their accuracy. It will no

longer be possible to include an entry in the print medium if registration is received after the print medium goes to press. This does not result in an entitlement to a reduction in the media fee or to compensation. Payments already made will not be reimbursed. Any claims on the part of GHM against the provider with regard to defects in the publication of the exhibitor's entry in the official medium are herewith assigned to the exhibitor. In return, the exhibitor waives any entitlement to assert such claims against GHM.

15. Revoking allocation, stand closure

GHM is entitled to revoke any stand allocation already made (allocation, acceptance of offer) or to close the exhibitor's stand if:

1. the exhibitor still has outstanding debts from previous trade fairs or
2. the exhibition products do not correspond to the subject of the trade fair, or
3. the selling regulations specified in section 17. **Sales arrangements** are not observed, or
4. promotional material is distributed in violation of the provisions in section 18. **Ban on the distribution of promotional material**, or
5. the provisions regarding special events specified in section 12. **Special events** are not observed or
6. the exhibitor is otherwise in significant breach of its contractual obligations, in particular the obligations contained in the Terms of Participation, house rules and user regulations and the technical guidelines. The exhibitor will be liable to GHM for all damage or loss incurred in the above cases.

GHM must only provide the exhibitor with prior warning in cases where this is deemed necessary with regard to the severity of the breach and the duration and purpose of the trade fair. GHM is also entitled to issue a temporary or permanent ban on participation in future trade fairs. Compensation claims or any other claims on the part of the exhibitor are excluded. Any claims on the part of GHM are subject to the provisions specified in section 13. **Cancellation and space reduction.**

16. Occupation of stand, end of trade fair

The exhibitor only has a claim to the allocated stand space after full settlement of the invoice for participation has been made or proof of this has been presented.

Stand set up must commence by midday at the latest on the day preceding the beginning of the trade fair. If the rented space is not occupied by this time, or if no notification has been given, GHM reserves the right to dispose of the space in another manner from this time onward without having to give notice thereof. Claims on the part of GHM will be determined in accordance with section 13. **Cancellation and space reduction.**

Set up work must be terminated by 10:00 p.m. on the final day reserved for setting up. Decorative set up within the stand area must be completed by 12:00 midnight. If the setting up period is exceeded, GHM is entitled to have the stand superstructures removed and stored at the exhibitor's cost and risk. The original condition must be restored after dismantling. The exhibitor must compensate GHM for any damage caused by improper handling.

The stand must be duly occupied until the official end of the trade fair. A penalty of € 2,000.00 will be due on breach of this provision.

17. Sales arrangements

The direct sale and/or supply of any type of goods, including samples, is prohibited at trade fairs (with the exception of trade-related media).

18. Ban on the distribution of promotional material

Exhibitors may neither affix nor distribute promotional materials such as company signs, brochures or posters outside of their allocated stand space without the written consent of GHM. A penalty of € 2,000.00 will be due on each breach of this provision. Moreover, the stand may be closed in accordance with section 15. **Revoking allocation, stand closure.**

19. Cleaning

The exhibitor is obliged to clean its stand on a daily basis. If the stand is not cleaned by the exhibitor's own staff, only cleaning service providers approved by GHM may be contracted. GHM is only responsible for cleaning the venue site and the hallways.

20. Smoking

Smoking is forbidden in enclosed spaces over the entire Trade Fair Centre.

21. Films/photography

The exhibitor is only permitted to make video and audio recordings during opening times inside its own stand. The exhibitor must request permission from GHM for any filming/photography activity beyond this.

GHM may make video and audio recordings throughout the trade fair venue and use these for its own or general publication purposes. Where necessary for this purpose, the exhibitor will grant GHM permission to avail itself of all intellectual or other property rights which it possesses in its own right or which it has otherwise been granted and assures GHM that it is entitled to grant such permission. Where required, the exhibitor will grant such permission in good time and at its own cost or inform GHM that it is not able to grant such permission. The exhibitor will release GHM from all liability for third-party and compensation claims in this regard.

22. Security

GHM is responsible for overall security in the exhibition halls and at the entrances to the trade fair. Each exhibitor must take care of security for its own stand and for its exhibition

products. Appropriate security guards can only be arranged with a GHM-approved security company; the costs for the service must be paid to the company directly.

23. Right of lien

On acceptance of the exhibitor's registration GHM will have a right of lien over all objects in the fair stand in order to secure its claims against the exhibitor.

24. Liability and insurance

GHM is obliged to enable the exhibitor to occupy and use its stand in accordance with the terms and conditions of this contract. GHM must maintain the halls and the access ways in a usable condition and clean them. Section 19 Cleaning remains unaffected.

GHM is only liable towards exhibitors for damage due to a wilful or grossly negligent breach of contract by GHM or to a wilful or grossly negligent breach of obligation on the part of a legal representative or agent of GHM. In the event of slight negligence GHM will only be liable for a breach of fundamental contractual obligations, i.e. a breach of those obligations that the exhibitor can rely on to be complied with. Any claims relating to culpable injury to life, body or health remain unaffected.

The aforementioned limitations of liability apply for exhibitors who are businesspersons with the provision that liability will in no way be accepted for damage or loss to goods used by exhibitors or to the stand fixtures and fittings. It is immaterial whether the damage or loss occurs prior to, during or after the event. The same applies to the vehicles parked on the trade fair site by exhibitors, their employees or agents. Liability is also excluded for indirect damage and resulting loss of profit.

Exhibitors themselves are liable for any damage or loss that may be culpably caused by themselves, their employees, their agents or their exhibition items and fixture and fittings to persons or property. Every exhibitor is obliged to take out appropriate insurance and to pay the customary premiums (including insurance tax) in due time. Exhibitors from outside Germany are recommended to take out insurance in their home country.

GHM will not accept any consignments on behalf of exhibitors. In justified exceptional cases where it does so, it will not be liable for any losses incurred as a result of incorrect or late delivery.

25. Restrictions

It is not possible for the exhibitor to assert any claim for compensation against GHM if the event cannot be held as a result of force majeure, strikes, political events or for reasons for which GHM is not responsible. This will also apply if GHM is forced to evacuate the exhibition area or parts thereof on a temporary or permanent basis, or if it is forced to postpone or curtail the event. No participation fee will be payable if GHM is responsible for the reason for cancelling the event. Any claim against GHM is excluded.

26. Official regulations / instructions

With regard to other liability, the exhibitor undertakes to obtain adequate knowledge of all relevant legal and official regulations and provisions of the Federal Republic of Germany and to comply with these and to follow any instructions given by trade fair staff immediately.

27. Written form

All legal declarations made by GHM and any modification or amendments, even if verbal agreement was already reached, must be in writing. Verbal undertakings and subsidiary agreements will not be valid and binding unless confirmed in writing. This also applies to the annulment of this clause concerning the written form.

28. Statute of limitation

Claims on the part of the exhibitor against GHM arising from participation in the trade fair and all related legal relationships will lapse after 6 months. The period of limitation will commence at the end of the month in which the final day of the trade fair falls. This does not apply to claims arising from a wilful breach of obligation on the part of GHM.

29. House rules

GHM is responsible for ensuring compliance with the house rules over the entire site of the venue during setting up, for the duration of the fair and during dismantling.

30. Jurisdiction and place of fulfilment

It is agreed that the place of jurisdiction for any disputes arising in connection with this contractual relationship and the place of fulfilment will be Munich when the contracting parties are commercial businesspersons, legal persons governed by public law or a separate estate under public law. It is agreed that Munich will be the place of jurisdiction and place of fulfilment for any legal disputes arising in connection with this contract when the exhibitor is a tradesperson with no general place of jurisdiction in the Federal Republic of Germany. German law applies exclusively; the standards of international private law do not apply.

31. Data protection

As the responsible party in accordance with data protection legislation, GHM guarantees that the collection, storage, modification, transfer, blocking, deletion and use of personal data will be effected in accordance with relevant data protection regulations and other applicable legal provisions.

32. Miscellaneous

The exhibitor is not entitled to derive any rights from previous events or contracts with the event organiser.

The German version of the Terms of Participation is deemed to be the binding version.

Organiser:

GHM Gesellschaft für Handwerksmessen mbH,
P.O. Box 82 03 55, 81803 Munich, Germany
Willy-Brandt-Allee 1, 81829 Munich, Germany

NEW as of 01. May 2018:

Paul-Wassermann-Str. 5, 81829 Munich, Germany

P +49 89 189 149 0

F +49 89 189 149 239

contact@ghm.de

www.ghm.de

VAT Reg. No.: DE 129358691

Important information

Amendments to GHM's Terms of Participation and excerpts from the venue's Technical Guidelines.
The venue's Technical Guidelines also apply.

1. Technical organisation and coordination

The entire technical set up will be arranged by

Company: Messe München GmbH (MMG)
Dept.: Technical Exhibitor Service
Contact: Technical Exhibitor Service Dept. 3
Telephone: +49 89 949 21 147
Fax: +49 89 949 97 21 139
E-mail: tas3@messe-muenchen.de

2. Exhibitor service forms

Exhibitor service forms are available for download at www.opti.de/downloads

Closing date for orders: 5 November 2018

Contractual partners reserve the right to charge a fee or surcharge for late receipt of orders.

3. Setting up and dismantling

Setting up:

from Wednesday, 23.01.2019 from 08:00 a.m.
till Thursday, 24.01.2019 at the latest 10:00 p.m. – constructional set up
till Thursday, 24.01.2019 at the latest 12:00 midnight – decorative set up
(within stand area only)

Dismantling:

from Sunday, 27.01.2019 from 05:00 p.m.
till Monday, 28.01.2019 at the latest 08:00 p.m.

Project management must be given advance notice when the start of setting up is delayed past midday on 24 January 2019. No passes are required for setting up/dismantling. An earlier setting up on Tuesday 22 January 2019 may be possible in individual cases following verification of technical feasibility. Separate approval by the Technical Exhibitor Service TAS3 will be required to this end. The respective request must be submitted to tas3@messe-muenchen.de by 30 September 2018 at the latest.

Set up work must be terminated by 10:00 p.m. on the final day reserved for setting up. The surrounding gangways must be clear from this time onwards. Decorative set up within the stand area must be completed by 12:00 midnight.

Night work authorisation will be required for work after 12:00 midnight on the last set up day or during the night when the fair is closed, i.e. outside the opening times for exhibitors (Friday: 07:00 a.m. – 08:00 p.m., Saturday: 07:30 a.m. – 08:00 p.m., Sunday: 07:30 a.m. – end of dismantling). Each exhibitor must pay a flat fee of € 100.00 (incl. VAT); payment must be made in cash on site.

Contact: Traffic and Security Department, Messe München GmbH
T +49 89 949 21 214, F +49 89 949 97 23970, vs@messe-muenchen.de

If the dismantling period is exceeded, GHM is entitled to have the stand superstructures removed and stored at the exhibitor's cost and risk. The original condition must be restored after dismantling. The exhibitor must compensate GHM for any damage caused by improper handling.

Delivery address for packages to the stand (during setting up and show):

opti 2019
Company
Hall + stand number
Messe München GmbH
Paul-Henri-Spaak-Straße
81829 München
Germany

4. Official media

The official contracting partner is

Company: jl.medien e.K., Inselkammerstr. 5, 82008 Unterhaching, Germany
Telephone: +49 89 66 61 66 22
Fax: +49 89 66 61 66 28
E-mail: mediaservices@opti.de

5. Exhibitor passes

Exhibitor passes (free and charged) can be accessed from the online service centre (OSC) at www.opti.de/exhibitorpasses from November 2018. Exhibitor passes will be available after settlement of the invoice for participation. Their use is reserved solely for stand staff; it is forbidden to pass them on to third parties or to sell them. They will be blocked in the event of abuse.

6. Stand approval

Approval for stand structures higher than 3 m, stand areas greater than 100 m² and two-storey stands must be obtained by 5 November 2018 at the latest.

7. Stand design

Planning and design must be adapted to the type of stand rented (island, end, corner or row stand). The stand boundaries must in no circumstance exceed the allocated stand space.

The following minimum stand sizes can be applied for depending on location:

Row stand (1 side open, minimum 12 m²)
Corner stand (2 sides open, minimum 32 m²)
End stand (3 sides open, minimum 64 m²)
Island stand (4 sides open, minimum 200 m²)

The rear sides of stand walls facing neighbouring stands must be kept neutral, white, clean and must be free of installation material above a height of 2.5 m.

An open stand design should be ensured. This means that closed walls may be installed around the stand edges (including up to 2 m indentation) provided that these do not take up more than 70 % of each side of the stand. The maximum permitted length for a continuous closed wall is 6 m. A closed wall of a maximum of 6 m must be followed by an opening of at least 2 m.

GHM reserves the right to allow exceptions to these regulations in justified individual cases. Optionally, a balustrade not exceeding 1.10 m in height may be erected along the entire length of the side of the stand that needs to be closed. The 70 % rule also applies to a height exceeding this construction height. Departures from this rule are only possible with the written permission of the neighbouring exhibitor in the affected stand opposite. The Technical Guidelines of Messe München also apply.

The exhibitor undertakes to erect walls on all closed sides of the stand and to install floor covering.

The exhibitor must take the character and image of the trade fair into account. In this regard, GHM is authorised to make changes to the design of the stand.

8. Maximum heights for stand structure and advertising

The maximum height is 5 m for a single-storey stand and 7.5 m for a two-storey stand. The maximum height for advertising is 7.5 m (upper edge). For advertising structures, a minimum distance of 2.00 m to neighboring stands must be observed, unless the advertising media is in no way directed toward the adjoining stand.

9. Driving, transportation and parking

Written consent must be obtained from GHM in good time for special loads. The provisions of the German Road Traffic Regulations (StVO) apply when driving on trade fair premises. It is only permitted to drive vehicles up to the halls for loading and unloading. Vehicles must be driven out of the loading yards immediately after loading/unloading finishes and moved to the designated parking areas. Marked traffic lanes and areas reserved for fire department and emergency use etc. must be kept free at all times. For the duration of the trade fair, lorries exceeding 3.5 tons may only park in specially designated parking areas (subject to charge). GHM may have any unauthorised parked vehicles removed at the vehicle owner's expense.

10. Technical fittings

All technical devices, equipment and fixtures must comply with VDE regulations and locally applicable provisions. Electrical fixtures and fittings may only be installed, connected and inspected at the site of the venue by firms authorised by the venue operator.

11. Trade fair advertising space

Advertising space located on the venue site will only be rented out to exhibitors directly by the venue operator.

12. Trade fair end

The trade fair finishes at 05:00 p.m. on 27 January 2019.

Staff must duly occupy the stand until the official end of the trade fair. A penalty of € 2,000.00 will be due on breach of this provision.

13. Acoustic limits for music

The maximum permitted volume for the use of music reproduction systems with loudspeakers is 70 dB (A). However, Messe München GmbH reserves the right to impose further restrictions in special cases. Loudspeakers must always be directed towards the centre of the stand. The trade fair business of surrounding stands may not be impaired. The exhibitor is obliged to ensure that volume levels are complied with. MMG staff or its agents must be allowed access to the stand at all times in order to perform any checks or to adjust the volume level. Should the exhibitor fail to comply with its obligations, MMG will be entitled to stop the playing of music without any special notice and to cut off the power supply to the stand.

14. Information for obtaining special exemption from the driving ban on Sundays and public holidays for commercial vehicles

In accordance with section 30 of the German Road Traffic Regulations, lorries with a gross vehicle weight exceeding 7.5 tons and lorries with a trailer may not operate between 12:00 midnight and 10:00 p.m. on Sundays and public holidays. As a general principle, an exemption for lorries transporting trade fair-related goods can be applied for. Applications for a specific date must be submitted in writing with a justification (including details on the goods transported) to the appropriate authority (e.g. district administration).

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Your Fair Partner

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