

117. GDS

**INTERNATIONAL EVENT
FOR SHOES & ACCESSORIES
Düsseldorf
12/03 – 14/03/14**

Conditions of Participation

A Special Conditions of Participation GDS 2014

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A Special Conditions of Participation

1 Organizer

Messe Düsseldorf GmbH
Messeplatz
Stockumer Kirchstraße 61
40474 Düsseldorf
Germany
Postal address:
P.O. Box 10 10 06
40001 Düsseldorf
Germany
Telefon: +49 (0)211-45 60 01
InfoTel: +49 (0)211 45 60-900
Telefax: +49 (0)211-45 60-668
InfoFax: +49 (0)211 45 60-86100
Internet <http://www.messe-duesseldorf.de>
(referred to as **Messe Düsseldorf** in the text)

2 Title of event

GDS
INTERNATIONAL EVENT
FOR SHOES & ACCESSORIES
DÜSSELDORF

3 Sponsors

Bundesverband des Deutschen Schuheinzelhandels e.V.
Salierring 44
50677 Köln
Germany
Phone +49(0)221 240 91 07
Fax +49(0)221 240 86 70

Hauptverband der Deutschen Schuhindustrie e.V.
HDS/L
Waldstrasse 44
63007 Offenbach/Main
Germany
Phone +49(0)69 829 74 10
Fax +49(0)69 81 28 10

4 Venue

Düsseldorf, Exhibition Centre
Halls 2 - 7

5 Duration, opening times and dates

Start of hall planning:
28/10/13

Stand construction:
07/03/14 (7.30 am) - 11/03/14 (10 pm)

Duration:
12/03 - 14/03/14

Opening times:
Wednesday 9 am to 6 pm
Thursday 9 am to 6 pm
Friday 9 am to 5 pm

Stand dismantling:
14/03/14 (6 pm) - 16/03/14 (4 pm)

Orders and approvals in connection with stand erection shall be basically in writing.

Breakdown: Dismantling of stands may commence immediately after the end of the exhibition.

It is not allowed to pack exhibits, remove them from the Fair Grounds or start dismantling in any other way before the closing of the Exhibition. The exhibitor will be obliged to pay a fine of € 1,000 to Messe Düsseldorf if this rule is not observed.

*Subject to alteration

6 Product offer

GDS, the shoe fair in Düsseldorf, is a trade fair.

GDS is an international footwear exhibition which provides specialist shoe and textile retailers with an overview of suppliers' collections in the form of samples. A shoe collection consists of a homogeneous programme which presents uniformity with regard to the type of shoe, quality, price, fashion orientation and target group. Exhibits and presentation themes are classified into special „lines“ which will be taken into consideration when planning and assigning space:

prime²:

Craftsmanship, exquisite materials and perfect finish – at the Concept Area „prime square“ the range is determined by renowned, high-quality brands.

white cubes:

Progressive, high-fashion labels showing future trends to a selected, international audience – this is „white cubes“. A concept area in pure white that offers a magnificent stage for exclusive collections. An area featuring the highest quality products, which is accessible solely to visitors (retailers only) with a special, personal invitation. It is a condition of admission to this area that customer details are submitted to Messe Düsseldorf for the despatch of special, personal visitor invitations. Lists should be sent in Excel format, laid out in accordance with the Messe Düsseldorf specified standard, together with the official form and should show the complete customer address. Contact names and gender are absolutely essential. For **new exhibitors** this list is a condition of admission to the show. **Old exhibitors** are committed to providing a list of any new or potential customers gained since the previous GDS. The complete visitor list will be made available to all the exhibitors in the area after the event. Applicants agree for their customer details to be passed on in this way. A jury will decide whether an applicant is suitable for participation in the white cubes area.

urban authentic:

Trend is a tradition at „urban authentic“. Heritage brands showcase tomorrow's streetwear here.

urban active:

Style meets performance. „urban active“ is the platform for collections blending high tech with comfort and design.

urban fresh

„urban fresh“ – trendy lifestyle as a hot spot for popular labels with fresh, dynamic fashion flair.

design attack

„design attack“ presents 100 hand-picked design newcomers with their hip lifestyle lines. This Area surprises visitors with a completely themed design. A jury will decide whether an applicant is suitable for participation in this area.

upper style

Established prime brands showcase their current fashion trends – characterised by precious materials and a passion for a highly polished finish.

superior

International, fashionable collections – fusing style with quality – ranging from casual to business looks.

essential

The forum for fashion-oriented German brands with a comfort and quality statement.

kidwalk

kidwalk – the whole world of kids' shoe brands. Welcome to the big trends for little feet.

kidwalk concept

The exhibition stand concept comes with a compelling modular stand construction system, fresh and young design, individual brandings and a communicative atmosphere.

shop & deco

Retail experience: „shop & deco“ features innovative ideas for successful merchandise display.

Exhibitors are required to indicate on the application form the products they intend to display and state the collections together with their country of origin. Only products which have been registered may be admitted. Descriptions on the application form which do not correspond to the list of exhibits cannot be accepted. Collections, which are displayed anywhere within a 50 km radius of the Trade Fair – apart from within the exhibitor's own permanent place of business – during the 5 days prior to and during the Trade Fair, are excluded from the exhibition.

7 Participation fees and other charges

The following net participation fees have been set for GDS. Prices apply as per square metre of floor space.

urban authentic	€ 139.00/m ²
urban active	€ 139.00/m ²
urban fresh	€ 139.00/m ²
upper style	€ 139.00/m ²
superior	€ 139.00/m ²
essential	€ 139.00/m ²
kidwalk	€ 139.00/m ²
shop & deco	€ 139.00/m ²
prime ²	€ 280.00/m ²
white cubes	€ 280.00/m ²
kidwalk concept	€ 280.00/m ²
Trade Forum	€ 220.00/m ²
design attack	
young designer	€ 500.00/6 m ²
design attack	€ 1,111.00/6 m ²
design attack	€ 2,222.00/12 m ²

Withdrawal fee before admission € 1,000.00

Media fee € 350.00

Additional exhibitor passes € 33.61/each

Includes validity as a public transport ticket for all means of transport integrated in the Rhein-Ruhr-Verkehrsverbund (VRR transport authority - price category D, region South/Süd).

The media-flat rate to be paid by every exhibitor serves the publishing of the exhibitor data in the electronic media and possibly other media along with use of the event's Internet page by the exhibitors.

Charges for services are printed on the respective order forms. An advance payment for these services will be charged on the basis of the amount charged for the last event. Exhibitors who did not participate in the latest event shall have to make such advance payment in the amount of € 15.00 per square metre. After-fair settlement of accounts shall be based on services actually ordered.

An additional charge of € 0.60 per m² is levied as a contribution to the Confederation of German Trade Fair and Exhibition Industries (AUMA).

The regular minimum stand space is 20 m². Smaller areas are possible only if they become available during hall planning. Space will be provided in units of a square metre. Part of a square metre will be charged as a full unit. In computing the charge for space that is not rectangular, the area making up a rectangle will be included. Projections, pillars, columns and space for installation connections will all be included in space costs.

The participation fee does not include any stand demarcation walls.

The participation and all other charges will be calculated in Euro.

These are net prices and sales tax, calculated at the legally fixed rate at the time of the event, is payable in addition, is payable in addition, unless there are other legal provisions.

8 Exhibitor passes

The exhibitor passes (see No. 7 of the Special Conditions of Participation) are exclusively for the exhibitor, his/her stand staff and representatives. In the case of misuse the passes will be withdrawn without replacement.

Every exhibitor will receive 3 exhibitor passes, free of charge, for a stand measuring up to 20 m². One extra exhibitor pass will be made available for each additional 15 m², or part thereof, up to a maximum of 50 passes. Additional exhibitor passes for which the exhibitor will be invoiced can be ordered from Messe Düsseldorf in due course.

The law of the Federal Republic of Germany is applicable.

The German text is binding.

Düsseldorf, September 2013

Messe Düsseldorf GmbH

B Conditions of Participation General Section

1 Application for space

Applications for space shall be made in duplicate, using only the enclosed form, acknowledging the Conditions of Participation and the subsequently issued Technical Regulations. Completed and officially signed application forms should be sent to

Messe Düsseldorf GmbH
Postbox 10 10 06
40001 Düsseldorf
Germany.

Applications which have been completed electronically are legally binding only if they have been signed in the form of an advanced electronic signature in line with the European Directive on Electronic Signatures and certified by an authorised third party or authorised with the password of the Online Order system (OOS) of the previous event.

Exhibits must be annotated with the corresponding code number according to the List of Exhibits and for machinery and installations weight and height must be supplied. To ensure accurate representation Messe Düsseldorf may request that brochures and product descriptions be submitted.

Applications made subject to conditions or reservations cannot be taken into consideration.

Every endeavour will be made to meet requests for specific sites, but such requests cannot be recognised as a condition for participation. No under-taking can be given with respect to exclusion of competitors.

The application is binding on the applicant, irrespective of whether it is accepted by Messe Düsseldorf or not.

The application will only be considered effected once it has been received by Messe Düsseldorf and it is then binding until admission or final non-admission. Receipt of application and if applicable the deposit cheque will be acknowledged.

Data as supplied by exhibitors shall be passed on by the Messgesellschaft to individual service providers as required by their business service processes accompanying the fair. This also involves the mailing of offers accompanying certain events, the provision of information before and after an event, the event-related posting of advertising as well as for transmitting and updating our lists of exhibitors at home and abroad. If an exhibitor has its registered offices abroad, Düsseldorf Fair shall transfer data on exhibitors for purposes of laying accounts and providing services to the representative offices abroad.

An exhibitor may revoke at any time its agreement regarding the transfer of information on follow-up events, event-related advertising and to representative offices abroad.

Express reference is made to the data protection regulations of Düsseldorf Fair (see www.messe-duesseldorf.de).

Application deadline: 28/10/13

Start of hall planning see section 5 of part A, Special Conditions of Participation.

Any applications received after this deadline may be put on a waiting list, should the areas for which an application was made be overbooked.

The VAT ID No. to be stated by the exhibitor (for exhibitors applying from the EU) or verification of the entrepreneur certificate (for applicants from non-EU-countries) is necessary for purposes of VAT classification of the applicant. The applicant provides assurance that the VAT ID No. or the entrepreneur certificate along with classification for his corporate sector is correct and valid. He is obliged to immediately inform the trade fair company of any changes in this respect. The VAT ID No. or sub-certificate is used by the applicant for participation at the event, it is also used for all other business and transactions between the applicant and trade fair company.

2 Admission

Eligibility of exhibitors is based on the premise that each collection be displayed at the fair once only. Eligibility for admission as collection exhibitors is therefore decided according to the following

regulations for footwear manufacturers, wholesalers and trade representatives:

First time exhibitors must prove their eligibility to exhibit by means of an extract from the register of companies or another public register. Wholesalers or representatives may only exhibit collections which have not previously been exhibited by the manufacturers themselves or others.

When registering, wholesalers or representatives must therefore provide proof that they are exclusively entitled by the manufacturer to participate in the fair with the latter's collections.

Exhibitors at the **GDS** are the manufacturers of the products. Trading companies will only be admitted if they can provide proof from the manufacturer that they are authorised to display and sell those particular products and services at the show, i.e. the manufacturing company cannot exhibit in addition. This is to preclude the possibility of the same product being exhibited twice.

In principle, only those exhibitors are admitted whose registered exhibits and services are in accordance with the event's List of Exhibits and meet the requirements stated in paragraph 1. The decision as to whether an exhibitor or exhibits can be admitted rests with Messe Düsseldorf, if necessary after consultation with the Admissions Committee. A legal claim for admission does not exist. Exhibitors who have not fulfilled their financial obligations to Messe Düsseldorf or have contravened the Conditions of Participation, the Technical Regulations or legal requirements can be excluded from participation. Exhibitors will receive written confirmation that they have been admitted with their products. This confirmation applies only to the designated exhibitor. Notification of admission constitutes the conclusion of the contract between Messe Düsseldorf GmbH and the applicant. The exhibitor will be sent a hall plan showing the location of the stand and where relevant a site plan indicating the hall.

Messe Düsseldorf reserves the right to cancel a stand booking approved on the basis of misleading or false information or if the requirements for participation are no longer met or the booking is no longer in accordance with the admission regulations.

If a charge of dumping or price control proceedings are pending against a footwear manufacturer, a group of footwear manufacturers or a country, by the Federal Office of Trade and Industry, in accordance with Circular Notice No. 25/73 of April 4, 1973, or under Article 5 of the dumping Order No. 384/96, issued on 22.12.1995, by the Council of the European Commission, or other proceedings have been invoked that require preliminary investigation by a public authority, Messe Düsseldorf shall be empowered to file objection totally or partly to the admission of the company, of a group of firms or of the country concerned or to revoke the admission totally or partly until the end of the proceeding.

The minimum stand is 20 m² per exhibitor and per collection. Group displays by several exhibitors on a single stand are not permitted.

If the allotted space is not available for reasons beyond the control of Messe Düsseldorf the exhibitor may claim a refund of the space rental cost; no claims for damage will be entertained.

Messe Düsseldorf may, if required by circumstances and specifying its reasons for doing so, and bearing in mind what is reasonable for the exhibitor, deviate from the notice of admission by allocating space in an-other position or reducing or increasing the stand size. It reserves the right to alter entrances and exits to and from the exhibition grounds and the halls, as well as throughways between halls.

3 Terms of payment

The invoice for participation charges will be sent to the exhibitor together with, or subsequent to, the confirmation of admission and the allocation of space. All complaints must be submitted in writing immediately upon receipt of the invoice. Objections raised at a later date shall not be taken into consideration.

Upon receipt of the invoice for participation charges issued by Messe Düsseldorf it is payable immediately without deduction. Invoices for miscellaneous services or supplies ordered separately are payable with immediate effect, i.e. usually before the relevant show commences, but at the latest at the time the service is provided or the items supplied.

If the exhibitor gives instructions to render accounts to a third party, the exhibitor still remains the debtor.

Remittances should be endorsed with the invoice number, marked the event and made payable to:

Messe Düsseldorf GmbH
Postbox 10 10 06
40001 Düsseldorf
Germany

and paid into one of the following bank accounts:

Deutsche Bank AG Düsseldorf
IBAN: DE66 30070010 0164141400
BIC-Code: DEUTDEDD

Commerzbank AG Düsseldorf
IBAN: DE05 30080000 0211279600
BIC-Code: DRESDEFF300

Stadt-Sparkasse Düsseldorf
IBAN: DE94 30050110 0010117950
BIC-Code: DUSSEDDXXX

HSBC Trinkaus & Burkhardt
IBAN: DE64 30030880 0240065053
BIC-Code: TUBDDEDD

Postbank AG Köln
IBAN: DE67 37010050 0002485508
BIC-Code: PBNKDEFF370

30 days after their due date all invoices will attract interest at 8% above the basic interest rate. If the exhibitor does not effect payment by the date specified (even where stand space has been partially paid), Messe Düsseldorf may cancel the entire allocated stand space and dispose of it else-where.

Section 5 of the Conditions of Participation is applicable with regard to refunding.

For all outstanding liabilities, Messe Düsseldorf may retain the stand equipment and products of the relevant exhibitor as security. Sec. 562a paragraph 2 of the German Civil Code (BGB) does not apply where there is insufficient security. If payment is not made within the stipulated period Messe Düsseldorf is entitled, after written notification, to sell the retained items at their discretion. Messe Düsseldorf is not responsible for damage to and/or loss of the retained items, other than in the case of wilful intent or gross negligence.

4 Co-exhibitors and group stands

Without the prior consent of Messe Düsseldorf, exhibitors are not permitted to give their allotted stand either fully or in part to a third party, whether for payment or free of charge. Products or companies other than those specified on the admission slip cannot be advertised on the stand.

Permission to accept co-exhibitors will be given only upon application in writing by the exhibitor to Messe Düsseldorf. The co-exhibitor is liable to the same conditions as the main exhibitor. Any co-exhibitor shall have to pay to the Messegesellschaft the co-exhibitor fee stipulated as well as a non-recurrent lump sum covering advertising costs as well as a flat charge for media. The main exhibitor will, however, always be liable for the payment of the co-exhibitor's fee. If a co-exhibitor is admitted without the consent of Messe Düsseldorf, Messe Düsseldorf will have the right to cancel the contract with the main exhibitor without further notice and to clear the stand at the exhibitor's cost. The exhibitor waives the rights of un-warranted interference. The exhibitor will have no right to claim damages.

Co-exhibitors are all exhibitors who are represented on a stand with their own staff and own exhibits alongside the main exhibitor. Companies with close economic or organisational ties are also classified as co-exhibitors. Company representatives will not be admitted as co-exhibitors. Additionally represented companies are classified as those whose exhibits are shown by the exhibitor. Manufacturers of such equipment, machinery or other products which are necessary for the demonstration of an exhibitor's products are not regarded as co-exhibitors or as additionally represented companies.

In accordance with the admissions regulations co-exhibitors can be entered into the catalogue with their full address provided all fees

have been paid and the necessary documents have been received by the specified deadline. Messe Düsseldorf can authorise group stands provided they are in keeping with the overall pattern of the event. Exhibitors on group stands are subject to all regulations. If a stand is allocated to two or more companies, each company will be jointly and severally liable to Messe Düsseldorf. Companies on a joint stand should nominate a common representative on the application form.

5 Cancellation and non-participation

Applications can be withdrawn up until admission. A withdrawal fee (see Section 7 of the Special Conditions of Participation) plus sales tax is payable.

Following admission, the exhibitor shall not be entitled to rescind the contract nor to reduce the stand area. The participation charges shall be payable in full together with any costs actually entailed. Should Messe Düsseldorf make alternative use of unoccupied areas to improve the general appearance of the show, the exhibitor who reserved the space shall not be released from his financial obligations. If the exhibitor decides not to occupy the stand space allocated to him, If the exhibitor decides not to occupy the stand space allocated to him, and this space can be rented to another party by the fair company (no occupation on swap basis), then the exhibitor must pay 25% of the participation charge, at least however the amount according to Item 7, Section 1 of the Special Conditions of Participation. The exhibitor reserves the right to furnish evidence that the costs required of him are too high. Should a co-exhibitor fail to participate, the co-exhibitor's fee shall be payable in full. The cancellation and non-participation of a main exhibitor automatically results in the exclusion and cancellation of admission for the co-exhibitor.

If insolvency proceedings are pending against an exhibitor's assets, or if such proceedings have been suspended due to inadequate assets, Messe Düsseldorf shall be entitled to cancel the contract without further notice. The exhibitor must inform Messe Düsseldorf immediately and in any case if such proceedings have been initiated. The paragraphs above apply accordingly for any payment liability.

All applications for stand construction at the event still pending approval may be cancelled at no penalty. Any applications cancelled after approval shall be subject to a cancellation fee of € 250.- for stand construction. Stand construction orders cancelled up between 4 and 2 weeks prior to the beginning of the event will be charged at 50% of the contract sum. After that date we will charge 95% of the contract sum.

6 Exhibits, sales regulation

Products or services not included on the admission document cannot be exhibited or offered for sale. Messe Düsseldorf has the right to remove non-approved exhibits at the cost of the exhibitor. The operation and demonstration of exhibits can only be carried out within the framework of accepted standards. Please display the CE-mark where appropriate. Products and exhibits with flammable contents are allowed on the stand only if the quantity falls within the approved limit (Messe Düsseldorf).

Distribution shall only be allowed on the stand area as registered. The exhibitor is only permitted to accept orders for/sell/advertise those exhibits/services which are listed on the admission document. Exhibits may not be removed from the stand until after the event has ended. Selling from the stand prior to the end of the show is not permitted.

Exhibits may not be removed during the exhibition. Also, legal provisions in force (in particular, such as the law on the marking of prices) shall have to be observed.

The special legal requirements in the Federal Republic of Germany must be adhered to when marketing and exhibiting certain products, e.g. drugs.

7 Catalogue / electronic media

The catalogue is issued by Messe Düsseldorf. This is published in printed format, electronically via the Internet and, throughout the duration of the trade show, in the KATI visitor information system.

The following services are included in the one-off multi-media payment mentioned under point 7:

The exhibitor will be entered in the catalogue with the following basic data: name, street, town and portcode, along with stand number at the exhibition.

The Internet entry will additionally show electronic addresses supplied by the exhibitor (website and e-mail address) as well as the registered collections. A profile of the company and the exhibited collection can also be displayed. It is also possible for the exhibitor to enter in the system up to 15 products from their order and pre-order range.

A charge will be made for the publication of further details. Messe Düsseldorf or an appointed third party will inform exhibitors in good time of these additional entry and insertion features.

Catalogue distribution: the catalogue is available for 7,00 Euro and is available prior to the exhibition on condition that the appropriate postage and packaging has been paid.

No claims can be entertained for incorrect, incomplete or omitted entries. The exhibitor is responsible for the content of the entries and any damage resulting from the publication thereof.

8 Publicity within the Exhibition Grounds

Exhibits and the distribution of leaflets and promotional material shall be confined to the exhibitor's own stand area and are not permissible in the hall aisles or elsewhere in the exhibition grounds. Please see the Exhibitor Service Manual for information on advertising in the exhibition grounds. Publicity shall be confined to the promotion of the exhibitor's products and shall not be in breach of statutory regulations or good taste, nor shall it be of an ideological or political nature. Certain forms of advertisements implying comparison or superiority are not allowed in Germany.

Special regulations controlling advertising in the product groups exhibited must be observed.

Messe Düsseldorf reserves the right to prohibit the display or distribution of advertising matter that could give rise to offence and to confiscate existing stocks for the duration of the event.

Optical, mobile and acoustic publicity aids and product presentations are permitted providing they do not disturb neighbouring exhibitors or render inaudible the public address system in the halls. If these regulations are infringed Messe Düsseldorf has the right to intervene and demand immediate modification. The approval and payment of fees may be required by GEMA (equivalent of the Performing Rights Society) for musical performances of any kind:

GEMA, Bezirksdirektion Nordrhein-Westfalen,

Südwall 17-19, 44137 Dortmund, Germany,

Tel. ++49 231 577 01-0,

Fax: ++49 231 577 01-88.

In order to use private radio and/or television channels and additional documentation of channels represented by VG Media, permission must be obtained from

VG Media, the company for the use of copyrights

and performance protection rights of media companies

Oberwallstr. 6, 10117 Berlin, Germany

Tel. +49 30 20 90-22 15

Fax: +49 30 20 90-22 14

The copyright laws must be observed.

When using acoustic advertising means via speakers the installation of a volume control by Messe Düsseldorf at the account of the exhibitor shall be mandatory for the operation of transmission facilities.

9 Exhibition insurance coverage

Exclusion of liability

Messe Düsseldorf has drawn up a basic contract that covers all reasonable insurable risks at an exhibition such as fire, lightning, explosion, storm, burglary, theft, breakage, leakage and water damage, including risks during the delivery and removal of exhibits.

Exhibitors who do not avail themselves of the insurance cover offered by the basic contract or fail to do so in time, forfeit the right to claim against Messe Düsseldorf for damages that would have been covered if the proposed insurance had been taken out. The same applies to exhibitors who have applied for insurance cover according to the basic

contract, but who were unable to obtain any or sufficient insurance cover due to under-insurance, infringement of contractual obligations or delayed payment of premiums. All damages and losses must be reported immediately to the police, the insurance company and Messe Düsseldorf.

Messe Düsseldorf accepts no responsibility for looking after exhibits and stand fittings and expressly excludes all liability for any loss or damage. This exclusion of liability is in no way limited by the security services provided by Messe Düsseldorf.

Messe Düsseldorf, via a basic contract, also offers exhibitors insurance against cancellation of a show. It covers the costs of the exhibitor for participating in the show insofar as such participation has to be cancelled, curtailed or amended due to an occurrence which is insured.

Under the terms of this basic contract, exhibitors can obtain cover, at their own expense, for risks during participation at the event. A corresponding form is available to the exhibitor in the ServiceCompass and/or in the OOS.

The Messegesellschaft shall only be liable for damages other than those arising by injuries to life, body, or health if these shall be due to intentional or grossly negligent action or culpable violation of an essential contractual duty by the Messegesellschaft or by any of the persons employed by it in performing such essential contractual obligation. In case of a negligent violation of an essential contractual obligation, liability of the Messegesellschaft shall be limited to contract-typical and foreseeable damage. Any liability for compensatory damages beyond that shall be excluded.

No reduction of compensation or damages can be entertained which arise as a result of rooms or items designated for use no longer being available.

10 Third-party liability and insurance

Messe Düsseldorf has adequate insurance cover for its statutory liability. The General Insurance Conditions for Liability Insurances (AHB) shall apply. The liability insurance covers only those damages and injuries sustained by third parties. Moreover, the cover does not include damages or injuries sustained in cafes or restaurants within the exhibition grounds or at special shows or events not organised by Messe Düsseldorf.

The exhibitor is responsible for providing sufficient insurance cover for his/her own liability. If the exhibitor has no insurance cover for exhibition participation via his/her company insurance, he/she may at his/her own cost obtain cover for liability insurance under the terms of the basic Messe Düsseldorf contract. A corresponding form is available to the exhibitor in the Service Compass and/or in the OOS.

The exhibitor is liable for damages incurred by third parties employed by or acting on behalf of the exhibitor in the same way as those of his/her own making.

11 Patents and registered designs

The protection of inventions, samples and trademarks is determined by the legal regulations in Germany. There is no special exhibition protection. On the other hand, neither is there any exemption from the German regulations or the rights of third parties mentioned therein. Patent registrations should be submitted to the Patent Office before the start of the trade fair. Violations of all legal provision in force entitle the trade fair company to exclude the exhibitor from the event.

Messe Düsseldorf endeavours to support exhibitors in their claim for exhibition protection for material and tasting samples under the law within the Federal Republic of Germany for a period of 6 months from the start of the exhibition. For this purpose the legal department of Messe Düsseldorf issues a certificate during the event to the effect that the exhibit for which the protection is sought has been displayed.

Applications should be sent to Messe Düsseldorf enclosing a detailed textual description and a technical drawing, both in duplicate.

12 Operation of exhibition stands

During the exhibition opening hours the stand must be manned by a sufficient number of staff and should be accessible to visitors. Exhibitors have no right of access to other stands outside the official opening hours, unless permission has been obtained from the stand exhibitors. Exhibition stands must be operated in accordance with the legal conditions and administrative guidelines.

Devices which have a noise emission level of more than 70 DBA may only be demonstrated with the prior agreement of Messe Düsseldorf. Devices which have noise emission levels in excess of 75 DBA may not be demonstrated. Should these regulations be infringed, Messe Düsseldorf reserves the right to cut off the power supply whereby in no circumstances does it undertake any liability for any damage that might arise thereby.

13 Stand construction and design

To ensure a good overall impression Messe Düsseldorf has devised guidelines regarding the standard of stand construction and design. The specifications are contained in the Technical Regulations which are binding for exhibitors and stand contractors. Messe Düsseldorf reserves the right to give the necessary instructions on (e.g. on the installation of floor coverings or stand boundary walls). Additional charges may be levied depending on the stand construction (see participation fees).

For both exhibitors and stand contractors the Technical Regulations constitute an integral part of the contract. These are available in the currently valid version on request, subject to subsequent modifications, and become binding for the event.

In order to present an attractive optical general impression to visitors, all exhibitors shall be obliged to put out flooring material for the entire stand area.

Additionally, limiting walls of stand shall have to be papered.

The stand construction work undertaken by the exhibitor shall conform with the statutory requirements and with the regulations laid down by the local authorities.

The contracted forwarding agents commissioned by the trade fair company are exclusively responsible for handling forwarding within the exhibition centre, i.e. loading and unloading incl. provision of technical ancillary equipment and transport to the stand as well as customs clearance for temporary or permanent import items respectively.

Two-storey structures will not be approved.

Wall constructions and special installations:

The standard height for stand structures and advertising hoardings is 3.20 m. The obligatory maximum height for the 1st and 2nd floor of Hall 7 is 2.50 m (2.60 m).

Upon application and submission of the stand drawing, different construction heights will be accepted in all other halls with the exception of the ground floor of Hall 7. The **maximum** height for stand superstructures and advertising hoardings must not exceed 6.0 m. Where the standard height of 3.20 m is exceeded, a separation zone of 3.0 m must be maintained or the written agreement of the neighbouring stand must be obtained.

The proportions of the stand with regard to frontal length and depth will be determined by Messe Düsseldorf on the basis of the size of the entire stand in square metres as applied for by the exhibitor. In the case of stands the length and depth of which deviate for technical reasons from the standard measurements, both front and side walls must be divisible by 50 cm. The design of the individual stands shall serve exclusively the material purpose of the exhibition.

Every stand must be designed, constructed and managed in such a way during the show that visitors can see into the stand, from the aisle, without actually having to step on to the stand. This can be achieved by entrances or passageways or by installing transparent glass or plexiglass front panels.

The stand walls adjoining the aisles may have no more than 3 m blocks constructed of non-transparent material. A transparent opening of at least 1 m must then allow visitors to see into the stand. These openings can be either entrances or passageways, or transparent construction units where the total visibility amounts to at least 30%. Should open or transparent construction units permitting a view into the stand not be possible for technical reasons, then windows, display cabinets or similar methods of exhibiting may be built in or used in

order to make visible part of the actual collections available on the stand. Windows or display cabinets, which should have a width of 1 m, should be installed between 1 m and 2 m above floor level.

Upon receipt of permission to exhibit, each exhibitor must submit scale drawings (plan and elevations, scale 1:50; if possible, dimensions in metric system) in duplicate for examination by Messe Düsseldorf. These drawings must clearly show the proposed design and fascia of the stand. If a ceiling of any sort is included, then there must, in every case, be an additional drawing of the proposed ceiling and its cross-section, as well as details of its construction.

No claims for loss, damage or any type of infringement of designs, models or other documents sent in can be considered by Messe Düsseldorf, regardless of legal basis.

14 Technical services

Messe Düsseldorf provides for the general heating, air-conditioning and lighting in the halls.

Charges for the connection of water, electricity, compressed air and telecommunications to individual stands as well as the charges for consumption and all other services will be invoiced directly to exhibitors (main exhibitor on stand).

Messe Düsseldorf will require appropriate payment in advance.

All such installations on the stands shall be undertaken solely by Messe Düsseldorf. Installation work within the stand area may be carried out by outside contractors whose names shall be provided to Messe Düsseldorf if so requested. Messe Düsseldorf is entitled to inspect the installations but is under no obligation to do so.

The exhibitor is liable for damage caused by installation work. Installations, machines and equipment that are not approved, do not conform to local official regulations or consume more energy than specified may be removed at the expense of the exhibitor. The exhibitor shall be liable for all damages resulting from uncontrolled use of energy. Messe Düsseldorf can only be held responsible for loss and damage resulting from the disruption of power supplies in accordance with para. 6 AVBELT (Statute for general regulations concerning the electricity supply of tariff customers), § 18 NAV and para. 6 AVBWasserV (Statute for general regulations concerning the supply of water).

15 Waste disposal / Stand cleaning

Exhibitors and their contractors are responsible for the removal of their own refuse insofar as this is not covered by the flat rate costs for waste disposal. Information on the different options for waste disposal at the exhibition complex is given in the Technical Regulations.

Messe Düsseldorf arranges for the cleaning of the Exhibition Centre, the halls and the aisles. The exhibitor is responsible for ensuring that his/her stand is cleaned daily, before the trade fair opens. Only companies appointed by Messe Düsseldorf can be employed for stand cleaning, unless the cleaning of the stand is carried out by stand personnel.

16 Security

The general security of the halls and the exhibition grounds is the responsibility of Messe Düsseldorf. During the structure time and the discharge time a general supervision exists. Security begins on the first day of the build-up period and ends in the last hour of the final break-down day. Messe Düsseldorf is empowered to take any necessary security measures.

Security of exhibitors' own belongings must be organised on an individual basis. The responsibility of Messe Düsseldorf for general security does not affect their exemption from liability for damage to property and personal injury. Individual security may only be carried out by the security company appointed by Messe Düsseldorf.

17 Domestic authority

Messe Düsseldorf has full authority within the grounds of the exhibition centre for the duration of the event from the start of the build-up period to the end of the break-down period. Messe Düsseldorf reserves the right to issue instructions. Any provisions deriving from the Technical Guidelines and from the specific conditions for participation, if applicable, regarding sanctity of the home shall have to be respected under all circumstances. Animals are not admitted into the grounds of the exhibition centre and photography is not permitted. Messe Düsseldorf reserves the right to have photographs, drawings and films produced of exhibitor activities, exhibitor structures and stands and the exhibits themselves, and to use them for advertising purposes and for press publications; the exhibitor does not have the right to raise any objection. This also applies to pictures taken by the press with the permission of Messe Düsseldorf.

18 Reservation of rights

Messe Düsseldorf has the right to postpone, curtail, extend, temporarily close, partially or completely, or cancel the trade fair, should it be necessary, for reasons beyond their control, and taking into consideration the interests of the exhibitors in so doing.

In such justifiable, exceptional circumstances, as in all cases of force majeure, exhibitors shall not be entitled to rescind their contract, claim damages nor reduce the participation charges. If the event does not take place for the afore-mentioned reasons, exhibitors may be charged up to 25% of the participation charges to cover general costs. A larger amount may be demanded from individual exhibitors if they have given instructions for extra work to be carried out on their behalf.

If Messe Düsseldorf is responsible for the cancellation of the event, no participation charges will be payable. Messe Düsseldorf will entertain no claim for damages.

19 Circulars

Exhibitors will be informed by circular of further regulations in connection with the Exhibition. All points made in these circulars shall be deemed to form part of the Conditions of Participation.

20 Special events

Exhibitors are not permitted to hold or participate in exhibitions – apart from ones within their own permanent places of business – within a 50 km radius of the Trade Fair during the 5 days prior to and during the fair. The Trade Fair organisers reserve the right to close down the stands of exhibitors who violate this regulation.

21 Final clause

All agreements, individual approvals and special regulations require written confirmation by the trade fair company. Wherever admission documents contain the reference that they have been drawn up by Messe Düsseldorf GmbH by computer, even if they contain no signature, they are legally binding. If the exhibitor is already registered with Messe Düsseldorf for the relevant event and if he/she has his/her own signature, orders/offers are also valid if they are received by Messe Düsseldorf electronically using this procedure. All claims by exhibitors against Messe Düsseldorf – with the exception of liability with intent – must be made within 6 months. Claims made thereafter are invalid. The period of limitation starts at the end of the month in which the event finished.

The place of performance and jurisdiction for all mutual obligations is Düsseldorf or, at the request of Messe Düsseldorf, the jurisdiction of the exhibitor's place of business. This also applies to complaints arising from cheques or drafts.

If the exhibitor loses the case, he/she bears the costs of the legal proceedings as well as the costs of any legal representation.

22 Supplementary and extended conditions for GDS-Conditions for Exhibitors in „Accessories“ (for details see Section 6 of the Conditions of Participation)

A – Range of exhibits in „Accessories“

Purses, Bags/holdalls, Small leather goods, Belts and Gloves.

B – „Accessories“

The „Accessories“ section is exclusively for the presentation of collections of samples and the receipt of advance orders. No distribution of warehouse stock or sample items from the stand is permitted.

Price for participation

The price for participation is in accordance with section 7 of the Conditions for Exhibitors in GDS.

23 Supplemented and extended regulations of the GDS Conditions of Participation for SHOP & DECO (Shopfitting, decoration, organisation)

A – Range of product SHOP & DECO

- Shopfitting and shop fixtures for the footwear trade
- Window-dressing and decor for shoe shops
- Organisational aids for the footwear trade
- Organisational aids, machinery, forms etc. for business management
- Footwear care and protection and footwear accessories

B – Admission

Admission will be granted to manufacturers, agents and importers who have the exclusive sales rights in Germany for the products they intend to exhibit as long as these products are relevant to the theme of SHOP & DECO.

24 Supplemented and extended regulations of the GDS-Conditions of Participation for Trade Forum (Trade Information Forum)

In addition to fashion shows, this area will include all the information and publishers' stands for obtaining comprehensive information on the retail trade.

25 Salvatorian clause

In the event of any provision of this contract being or becoming wholly or partially ineffective, or should a loophole transpire in this contract, such circumstances shall not affect the validity of the remaining contract. Instead of the ineffective provision and in order to close the loopholes, an appropriate provision shall apply, which in as far as legally possible, most closely approximates the objective which was, or would have been intended by the parties to the contract according to the sense and purpose of the contract, based on their consideration of the provision.

If the ineffectiveness of any provision is due to the extent of service or period (deadline or date), stated therein, it shall be replaced by the legally permitted scope which comes closest to the provision.

The law of the Federal Republic of Germany is applicable.

The German text is binding.