

# Conditions of Participation Special Section



IDS 2011  
34<sup>th</sup> International Dental Show  
Cologne, 22–26 March, 2011

## 1 The fair, the organizers, the venue, the dates

The International Dental Show is being organized by the GFDI Gesellschaft zur Förderung der Dental-Industrie mbH, Aachener Str. 1053-1055, 50858 Cologne, Germany, the commercial enterprise of the Verband der Deutschen Dental-Industrie e.V. (VDDI) in collaboration with Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany.

The GFDI Gesellschaft zur Förderung der Dental-Industrie mbH is the conceptual and expert sponsor of IDS. Koelnmesse GmbH is the legal and financial organiser of IDS and, in this capacity, concludes all contracts in its own name.

IDS will be held in the Cologne trade fair complex from Tuesday, March 22 to Saturday, March 26, 2011.

The exhibition will be open to visitors from 9:00 a.m. to 6:00 p.m. and to exhibitors from 8:00 a.m. to 7:00 p.m. daily.

Trade Dealer Day is on March 22, 2011.

Exhibitors should note the following **schedule** when making their plans:

**Closing date for registration:** May 31, 2010.

**Stand space confirmation** and floor plan: around October 2010.

**Construction of individual stands:** from 8:00 a.m. Tuesday, March 15, 2011. Construction must be completed by 8:00 p.m. on March 21, 2011.

**Occupation of Koelnmesse standard stands:** 24 hours before the fair starts.

**Dismantling of all stands and exhibits:** by 6:00 p.m. on Tuesday, March 29, 2011.

## 2 Eligibility

It is the objective of the International Dental Show to provide visitors with a fully comprehensive overview of the most up-to-date range of dental products available. The following requirements therefore do not seek to restrict participation, but are only intended to avoid duplication in the marketing of one and the same product, which could detract from the concept of a complete overview. In case of uncertainty reference should be made to the Conditions of Participation Special Section.

**2.1** All German and foreign manufacturers with products of their own production or those of third parties are eligible. Products of third parties will only be accepted if they are not to be exhibited by the original manufacturer.

Those manufacturers with products of third parties must submit a list of these products together with a written statement by the original manufacturer that he does not intend to exhibit them himself. In addition importers and dealers are eligible. However these importers and dealers must submit a complete list of the products, which they intend to exhibit. Should multiple presentation of a certain product result in the exclusion of other products because of insufficient space being available, then the number of exhibitors with this product will be restricted or even just one exhibitor per product accepted. Where several companies are interested in exhibiting a product the selection priority will be as follows:

1. Original manufacturer
2. Importer or dealer nominated by the manufacturer.
3. All other importers or dealers on a "first come first served" basis according to the date of receipt of space registration.

Companies affiliated to exhibiting companies (50% or more interest) will only be accepted if they intend to exhibit products not already exhibited by their parent company. These affiliated companies must submit a list of the products to be exhibited. The parent company should confirm on this list that it does not intend to exhibit any of the products listed.

**2.2** All products and equipment related to dental medicine and dental technology are permissible as exhibits. Products and services that are not directly related to the dental sector will not be authorized. In conjunction with Koelnmesse, the GFDI decides on what is permissible. Authorization will be confirmed in writing. Only those objects that have been registered and approved may be exhibited. Exhibitors explicitly guarantee that they will not exhibit any other products.

**2.3** If refused the company concerned can make representations to an appeal body. In the case of 2.1 the organizer must prove that the refusal results from insufficient space. The details of the appeal procedure are laid out in the "Conditions of Participation Special Section" and are accepted unreservedly by the exhibitor by signing the space registration form (form 1.10) or by appealing of the arbitration body (see item 3 "Arbitration procedure").

**2.4 a)** By signing the registration form (form 1.10) the exhibitor makes a binding agreement not to exhibit at any other event for dental medical or technical products anywhere within the Federal Republic of Germany **for a period of 8 weeks before and 4 weeks after IDS (waiting period regulation).**

All types of exhibitions, including accompanying exhibitions at seminars, conferences and other events, come under the waiting period regulation. Permitted are accompanying exhibitions, insofar as all the products displayed there are related to the congress topic and/or serve to demonstrate the topics dealt with at the congress.

b) The waiting period regulation is not applicable at events which are exclusively conducted by a single company in its own business premises (e.g. open days). At such events, only the own product programme may be shown; participation of other companies in whatever form (e.g. supply of personnel) is not permitted. This would constitute an infringement of the waiting period regulation.

c) Full range trading companies (depots), which market dental medical and dental technical products from various manufacturers, are not subject to the waiting period regulation irrespective of the property or control relations.

**2.5** In the case of infringement of the regulations in 2.4, sanctions will be imposed on the exhibitor concerned. The arbitrator can also be called upon to adjudicate against the imposing of sanctions.

a) The exhibitor can be excluded from the forthcoming IDS within 30 days of the infringement becoming known. Only a half of any payments made for trade fair participation will be returned, should it prove impossible to lease the exhibition space to a third party. Should it prove possible to lease the exhibition space to another interested party, however, only administration costs will be invoiced.

b) Should the infringement only become known after the IDS has already begun or ended, the exhibitor can be excluded from the next IDS.

**2.6** The regulations 2.4 and 2.5 also apply to companies which are affiliated to the exhibiting company (subsidiary or parent companies), insofar as the same products are exhibited at IDS as at other exhibitions held within the waiting period, in the Federal Republic of Germany. "Affiliation" is constituted by a company which has a greater than 50% share in another company.

### 3 Arbitration procedure

For deciding on disputes over eligibility and imposition of sanctions in the organisation of the International Dental Show.

#### § 1

The exhibitor involved can within 14 days of the issue of the decision appeal against refusal as exhibitor or against the imposition of sanctions (item 2 "Eligibility", clause 2.3 and 2.5, in the "Conditions of Participation Special Section").

The arbitration body decision will be final. The arbitration procedure will be governed by the following.

#### § 2

The fourteen day period shall be deemed to begin three days after the notice of refusal or imposition of sanctions is sent by recorded delivery by the GFDI.

For appeal purposes the company refused or subject to sanctions must submit in writing the reasons why the decision reached is incorrect.

At the same time the company refused or subject to sanctions must nominate an arbiter.

The submission against the refusal or sanctions and the nomination of an arbiter must be sent to the GFDI at Aachener Str. 1053-1055, 50858 Cologne, Germany by recorded delivery.

#### § 3

The GFDI will nominate their arbiter within fourteen days of receipt of the appeal submission. The two nominated arbiters must then agree within three weeks on a chairman. If the two arbiters cannot agree on a chairman, then one will be nominated by the President of the Cologne Chamber of Industry and Commerce.

#### § 4

The arbitration body can reach a decision on the basis of the documentation submitted. If however one of the parties demands a verbal hearing, such a hearing must be carried out. The findings must be set out in writing. The arbitration body shall send the findings to both parties by recorded delivery.

#### § 5

The costs of the arbitration procedure are in accordance with the German Lawyers' Fees Act (Rechtsanwaltsvergütungsgesetz) of 5th May 2004 in proceedings before the higher regional courts. The arbitration body shall demand from both parties an appropriate prepayment. The body shall only commence proceedings after receipt of these prepayments.

#### § 6

German law shall be valid.

### 4 Medical products

The exhibitor is obligated to display his products at IDS in compliance with German legal regulations, in particular with the Act on Medical Devices and the German Pharmaceuticals Act. It should be noted that exhibitors must label their products with the CE symbol.

Products that do not comply with these requirements may only be exhibited if the product bears a clearly visible note that it does not conform to legal requirements and therefore cannot be bought until such conformity is achieved.

### 5 Commercial property rights

Koelnmesse GmbH does not want any exhibitors who, in the process of producing, disseminating, selling, owning or advertising their products, violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.

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

### 6 Costs

**Participation fee: per m<sup>2</sup> floor space 238.00 EUR (minimum stand space 12 m<sup>2</sup>). The participation price does not include the provision of stand boundary walls.**

The stand costs comprise: the rental of exhibition space for the entire duration of the fair including the stipulated erection and dismantling period, a specific number of identity cards for stand and construction personnel, the use of all the technical and service facilities in the trade fair halls, advice by Koelnmesse experts on organization, advertising and publicity work for your participation, free publicity aids for your own advertising campaign, the provision of rooms for press conferences (subject to availability), press contact services, participation in general PR activities for the fair and the industry.

#### Energy consumption

6.50 EUR per m<sup>2</sup> of occupied stand space as a proportional flat-rate charge.

#### Down payment for services

Koelnmesse and Koelnmesse Service GmbH are entitled to collect an adequate down payment for services provided at an event (e.g. power and water supply, media services etc.).

The amount of the down payment for services is based on the services invoiced at the previous event. For exhibitors that did not take part in the previous event, the net down payment amounts to 798.00 EUR.

After the event is over, a separate invoice is drawn up for the services provided; the down payment is credited to this amount. Invoice amounts are payable immediately upon receipt.

If the down payment exceeds the amount charged for services provided, the excess amount will be paid back to the exhibitor. All exhibitor claims on interest for the down payment are excluded.

#### Co-exhibitor fee

As far as accommodation of other firms will be permitted on the stand (see "Conditions of Participation General Section", figure V), 325.00 EUR will be charged for each co-exhibitor. This fee does not include the cost of the Media Package (see item 10 "Media Package").

#### Media Package

Entry in the Media Package is obligatory for all main exhibitor, co-exhibitor, additionally represented company and group participant and costs 349.00 EUR (see item 10 "Media Package").

### Withdrawal / Non-participation

Cancelling registration is possible up to the point that an admission or stand space confirmation has been received. This incurs a cancellation fee in the amount of 500.00 EUR.

The contractual relationship can no longer be terminated once the stand has been bindingly registered and confirmed\*. The organizer can agree to the request for release from the contract only in exceptional cases. If the stand space not required can be rented to another company, 25 % of the participation fee will be charged to defray the costs incurred. If the stand cannot be re-rented, the full participation fee must be paid.

\*see "Conditions of Participation General Section", figure II

### VAT

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

### VAT refunds

Foreign exhibitors (proprietors) may receive a refund of the VAT invoiced to they account as long as they satisfy the legal requirements. The appropriate service is offered by Koelnmesse Service in conjunction with G-VAT and is subject to a fee (an order can be placed at Koelnmesse Service Portal, Marketing Services, M.13 VAT refund service).

## 7 Stand sizes and shapes

The minimum stand size is 12 m<sup>2</sup> (4 x 3 m).

Please note that hall pillars and other fixed construction elements may be present in any part of the rented stand area. The participation fee will be calculated according to the exact dimensions of the stand area allocated. Trade fair partition walls for dividing the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee at Koelnmesse Service Portal, Standconstruction Service, S.10 Partition walls/carpeting.

**Stand construction is not included.** Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

Stand construction and design must adhere to all regulations that are valid in Germany (including the NRW venue regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction and design of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons working for him/her to make sure they adhere to the regulations.

The **maximum stand construction height is 4.00 m**. This is also the maximum allowable height for all company and product signs and all types of advertising. Constructions suspended from the ceiling in order to illuminate the trade fair stand (insofar as they are not connected to the stand and do not form a visual unit with it) may, **with the written permission of the organisers**, be attached higher than the maximum construction height of 4.00 metres. **Two storey-constructions are not allowed.**

Assuming that the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for one-storey stands in the halls. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and **at least 6 weeks before the event commences.**

These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to provide the notice of approval. The exhibitor is also aware of the fact that in exceptional cases at his/her request and on his/her account the stand construction documents must be submitted to the responsible authorities for scrutiny.

Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be immediately complied with. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

If at all possible, the trade fair company (Koelnmesse) will try to provide the stand in the desired form. The following terms are used for the stands:

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

The stand must be constructed to comply with the form of the stand confirmed. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space.

Banners, company signs and other objects are not permitted to encroach into the aisles.

Koelnmesse Service GmbH also offers a completely outfitted turnkey stand system. Order Forms S.01 to S.08 can be found at Koelnmesse Service Portal, standconstruction service.

For information about alternative types of stand construction, please contact Koelnmesse Service GmbH.

For a surcharge, exhibitors can rent further equipment in addition to the standard furnishings.

## 8 Exhibitor passes and passes for stand construction personnel

As an exhibitor you will receive, free of charge, 4 passes for a stand up to 18 m<sup>2</sup>, 1 pass for every additional 6 m<sup>2</sup> unit or part thereof.

The passes will be valid from the first day of construction to the last day of dismantling. The passes will be forwarded to you with the stand rental invoice.

Additional passes for stand personell can be ordered from Koelnmesse against payment.

You will also receive free passes to enable stand construction staff to enter the trade fair complex for the purpose of constructing and dismantling of the stand. These passes are only valid up to the beginning and after the end of the exhibition. They do not entitle the holders to enter the complex during the exhibition. These passes will also be forwarded with the stand rental invoice.

## 9 Rules on selling

In view of the professional nature of the event, the direct sale and open-price-labelling of exhibits or samples on the stands are not permitted. This regulation does not apply to printed matter such as trade publications and specialist journals.

## 10 Media Package (Form 2.10)

Koelnmesse GmbH publishes a Media Package for IDS 2011.

### The Media Package consists of the following elements:

- One entry in the alphabetical list of exhibitors (Print catalogue)
- One entry in the Online catalogue: Company name, address, stand location, website and e-mail address and all of the product groups you marked in form 1.30
- Entry and activation for Online Matchmaking with all product group entries given in form 1.30
- Activation for the Online schedule planner
- Entry in the Online route planner
- One entry and image in the Mobile Exhibition Guide: Company name, address, stand location, website and e-mail address and all of the product groups you marked in form 1.30

The Media Package provides all interested trade visitors with indispensable list of products and exhibitors before, during and after the event.

**Each main exhibitor, co-exhibitor, additionally represented company and group participant must be listed in the Media Package. A fee of 349.00 EUR is charged for this service for each registered company.**

If the exhibitor fails to submit order form 2.10 before the deadline at November 30, 2010 entries in the Media Package are based on the information given in form 1.10 or 1.20/1.21 and are subject to a fee. Applications received subsequently will be included in the Print catalogue supplement under the above mentioned conditions.

Koelnmesse Service GmbH is responsible for the production of the Print catalogue. Printing of the catalogue will be carried out by

A. Sutter Fair Business GmbH  
Postfach 10 33 34, 45033 Essen, Germany  
Tel. +49 201 8316-086  
Fax +49 201 8316-219086  
ids@sutter.de

The Koelnmesse does not accept any liability for printing errors, incorrect placing, mistakes and other gaps or faults in printing.

The advertiser shall be responsible for the subject matter of entries and for any omission or mistake resulting from them.

## 11 Advertising

In order to preserve the overall character of the event and to protect the exhibitors and visitors from irritating or illegal activities, the following advertising measures are forbidden:

1. Exceeding the binding maximum stand height.
2. Distribution of printed matter and advertising material in the aisles, halls or anywhere within the exhibition centre grounds.
3. Any acoustic and optical presentations with have neither been registered nor approved.
4. Presentations and advertising activities of any kind which take place in the aisles.
5. Competitions or raffles, including those outside the trade fair stand, during which participants are obliged to enter the stand of the advertiser are not permitted. The exhibitor bears responsibility for the legality of competitions, raffles etc.
6. Advertising of an ideological or political nature.
7. Supporting events during opening periods inside and outside the exhibition centre.

If uncertainty exists with regard to the admissibility of an exhibitor's advertising measure in the fair grounds the appropriate application must be submitted to Koelnmesse in good time so as to allow sufficient time for its consideration.

## 12 "Infoscout" – Visitor Information System

Information about your company, as provided on forms 1.10 to 1.30, will be made available to interested visitors at the information stands in the halls during the trade fair. In addition, you may use Koelnmesse's "Infoscout" electronic information system to **publish vacancies for trade representatives.**

You can use form Z.03 to specify this offer in terms of products, countries or regions.

Exhibitors and visitors can use the "Infoscout" system **free of charge.**

## 13 Verbal agreements

Any verbal agreements outside the framework of the contract are not valid until confirmed in writing.