

Special Conditions of Participation

for the 1. Edition of EUROPEAN ROTORS



Definitions

EHA: European Helicopter Association e.V shall hereafter be referred to as “EHA”.

MFN: Messe Friedrichshafen GmbH shall hereafter be referred to as “MFN”.

KMA: Koelnmesse Ausstellungen GmbH shall hereafter be referred to as “KMA”.

OSC: Exhibitors receive an access code for the Messe Friedrichshafen Online Service Center (hereafter referred to as „OSC“) upon stand allocation. Media features as well as technical and organizational orders must be executed via the OSC.

General Conditions of Participation available at: www.messe-friedrichshafen.com/exhibiting-guidelines.

1. General event information

1.1. Contract partner:
European Helicopter Association e.V.
Altenberger Str. 23
50668 Cologne

Service partner and project management:
Messe Friedrichshafen GmbH
Neue Messe 1
88046 Friedrichshafen

Messe Friedrichshafen GmbH acts in the name and on account of European Helicopter Association e.V.

1.2. Opening times

The EUROPEAN ROTORS will take place on

Tuesday, Nov 16, 2021 from 10:00 a.m. to 06:00 p.m.

Wednesday, Nov 17, 2021 from 09:00 a.m. to 06:00 p.m.

Thursday, Nov 18, 2021 from 09:00 a.m. to 05:00 p.m.

The right to alter the opening times due to serious reasons is reserved. Changes will be announced in good time.

Access for exhibitors: 1 hour before start of the exhibition.

1.3. Set-up and dismantling times

1.3.1 Set-up times

Saturday, Nov 13, 2021: 07:00 a.m. to 10:00 p.m.

Sunday, Nov 14, 2021: 07:00 a.m. to 10:00 p.m.

Monday, Nov 15, 2021: 07:00 a.m. to Tuesday, Nov 16, 2021 09:00 a.m.

1.3.2 Dismantling times

Thursday, Nov 18, 2021: 05:00 p.m. – non-stop

Friday, Nov 19, 2021: non-stop until midnight

Early dismantling is not permitted. Please note the information in the General Conditions of Participation.

1.4. Additional deadlines

Registration requested by Feb 28, 2021.

1.5. After admission, all services may be ordered via the OSC. You will receive the access code for service orders and media entries with the acceptance documents per E-Mail.

1.6. Vehicle entry regulations: Exhibitors may access the fairground of EUROPEAN ROTORS 2021 during set-up and dismantling time with entry passes. This regulation is only practicable if trucks leave the fairground after uploading, the latest after three hours.

1.7. Stand parties after the close of the trade show must always be approved by the project management and have to be registered via the OSC. MFN reserves the right to charge a fee for additional required security and cleaning.

1.8. Stand construction requirements: Entirely closed walls are not allowed for island and two corner stands, the longer side can be closed maximum half side. Stand constructions, which exceed the maximum height of 2.50 m and special constructions have to be sent with a hall map marked with dimensions to the project management by August 31, 2021 (team@europeanrotors.eu) for approval. Ceiling suspensions also have to be approved.

1.9. The hall floor is made of rare asphalt. Colour defects are possible (re-colouring is not possible). The use of floor covering is mandatory and not included in the participation fee.

- 1.10.** Direct sales of products and services is generally permitted. All offered products and services have to be declared with price tag. The prices have to include German V.A.T and all additional costs.
- 1.11.** WIFI: KMA has its own WIFI, which exhibitors and visitors can log onto. Exhibitors own WIFI must be registered and comply with specific conditions. Registration and prerequisites can be accessed via the OSC.
- 1.12.** GEMA: exhibitors have to register the use of copyright music, videos or movies with the German authority GEMA. Registration forms are available at https://shop.koelnmesse.de/kmesse/kmksp/infoContent/TechnischeRichtlinien_en.pdf.
- 1.13.** Catering: KMA has official exclusive contract partners for catering and beverage service addresses can be found via the OSC. Any other company must be registered with the MFN. The fee for external caterers is € 100.00/vehicle per day.
- 1.14.** Guarding/Liability: EHA, MFN and KMA do not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are the property of the stand personal and exhibitors. Stand guarding can be ordered via the OSC.
- 1.15.** Use of operations equipment: for logistic and safety reasons, the use of cranes, forklifts and lifting platform/ hydra ladders is exclusively limited to the official contract partners of KMA. These services can be ordered via the OSC.

2. Registration and acceptance

Registration (participation and stand order placement) for EUROPEAN ROTORS 2021 is made by using the registration form, which must be completely filled out and signed as legally binding. This registration is an offer of a contract, which requires acceptance by MFN. Submission of the registration form shall not constitute a claim for acceptance.

The written participation of MFN with disclosure of the allocated stand (stand confirmation) and the accompanying participation fee invoice shall be considered as admission to EUROPEAN ROTORS 2021. If the content of the stand confirmation differs from the content of the exhibitor's registration, the contract shall take effect in accordance with the stand confirmation, unless the exhibitor objects in writing within two weeks.

3. Participation fee / Exhibitor passes

- 3.1.** The participation fee includes the provision of the exhibition location, a certain number of exhibitor passes, exhibitor and stand service by the project management, provision of the exhibition's in-house information systems, target group-specific marketing of the EUROPEAN ROTORS 2021, hall security, cleaning of the halls and complimentary pro-motional material for the exhibitor's own visitor advertising. The fees pertain to the entire duration of the exhibition. The acceptance of co-exhibitors has to be approved by MFN.

3.2. Co-exhibitor-fee

The co-exhibitor fee is 350.00 €/co-exhibiting company. The co-exhibitor is the participant that presents their offer using their staff on the stand of a main exhibitor. This definition includes the groups subsidiaries and affiliates of the main exhibitor. Registration of co-exhibitors is subject to approval and charges. To register as a co-exhibitor, a separate co-exhibitor registration is required. This must be signed by the main exhibitor as a legally binding document and must bear the name and full address of the contact from the co-exhibitor. Following the registration of the main exhibitor, a contract cannot be concluded between the co-exhibitors which the main exhibitor has registered and MFN.

All quoted prices are net prices. If the statutory value added tax applies, it will be invoiced in addition. Please note concerning this the explanations of the reverse charge procedure and the VAT identification number in the General Conditions of Participation.

4. Terms of payment

100% of the participation fee is payable 3 months after the confirmation of the stand.

After August 1st: 100% of the participation fee is payable immediately after the exhibitors receive the invoice.

5. Stand withdrawal / compensation fees

If the exhibitor does not participate once registration has been granted, then the exhibitor is obliged to pay a compensation fee:

Cancellation prior to the assignment of the stand is possible free of charge. After the stand has been allocated to your company a cancellation will cause the following fees:

4 months before the show: 50 % of the invoice total

3 months before the show: 80 % of the invoice total

2 months before the show: 100 % of the invoice total

6. Additional services

- 6.1.** In addition to the participation fee, the acceptance of the following services is obligatory:
- Flat fee for general waste disposal 5.50 €/m² stand space. Waste disposal services can be ordered via the OSC.
 - The AUMA fee of 0.60 €/m² to be paid by the exhibitor will be invoiced by MFN for the AUMA and passed on (see General Conditions of Participation).
 - A flat rate of 300.00 € is payable for the media listing. Additional fee-based items are possible in the exhibitors or product index: 30.00 €/entry; 50.00 €/logo.
 - All exhibitors will be included in a guide as well as on the website and app of EUROPEAN ROTORS. An entry will be made in the alphabetical directory with information about the exhibitors offerings. The entry should be edited in advance by the exhibitor in the OSC, otherwise EHA and MFN do not assume any responsibility for false media entries. The deadline for the close of editing will be announced with the notification of the OSC access code.
 - All exhibitors will pay an installment payment for services with a price of 47.00 €/m². If the installment payment exceeds the actual service charge, the excess amount of the installment payment is returned to the exhibitor. Additional services according to use.
- 6.2.** Power and water consumption:
The calculation basis for power consumption is regulated under the e-form for electrical installations in the OSC with the participation fee invoice, 154,40 € will be charged for up to 3 kW. The general flat rate for energy costs are 10.00 €/m².
- 6.3.** Additional services can be ordered via the OSC. All quoted prices are net prices.

7. Legal notice:

- 7.1.** Serious violations of the exhibition terms and conditions gives MFN on behalf of EHA the right to close stands immediately and to clear them off without requiring court action. This applies in particular to cases of advertising in contravention and in case of advertising for political or ideological purposes.
- 7.2.** The German version of this contract is legally binding
Place of fulfilment is Cologne, place of jurisdiction is Cologne
HRB-No. 33266 Registration Court, District Court Cologne

8. Cancellation, Postponement / Relocation and change in the length of the event

EHA is entitled to cancel the event where there is good cause, to postpone it or relocate it, change the dates or - if the condition of the space, police directives or other extreme circumstances require it, to relocate the stand space of the exhibitor, alter its dimensions or limit it. Postponement or relocation or other such changes will become a component of the contract when they are notified to the exhibitor. In this scenario, the exhibitor has the right to withdraw from the contract within 14 days of receiving notification of the change. Thus, no claims for damages can be made against EHA or MFN, unless the change/postponement can be attributed to a grossly negligent or intentional breach of duties by EHA or its agents, and/or the change/postponement is due to EHA 's/its agents 'violation of an essential contractual obligation which, firstly, enables the contract to be fulfilled in accordance with the regulations. Furthermore, the exhibitor should also consistently be able to trust that this obligation shall be adhered to (this may be, for example, planning and preparation of the event in accordance with the regulations, the exhibitor being notified in good time and being fully informed, etc.).

8.1. Reservations, force majeure, cancellation and other changes to the event

8.1.1 Reasons for changes to the event, obligation to inform and compensation

- 8.1.1.1** Unforeseen events, in particular cases of force majeure (for example natural disasters, war, terror, failure or massive disruptions in traffic and / or communication links, as well as special epidemic risks when contagious ones occur diseases) which make it impossible or irresponsible to hold the event as planned, entitle the MFN/EHA to make the following changes to the event:
- to postpone, shorten and extend an event;
 - to cancel their opening entirely and
 - to close an already started event temporarily, permanently, in individual parts or in total.
- The impossibility of an adequate supply of auxiliary materials such as electricity, heating, etc., strikes and lockouts is, unless it is of short-term duration, equated with a case of force majeure. The right to make the changes to the event listed above does not exist if the MFN/EHA is responsible for the incident on which the change is based.

8.1.1.2 MFN/EHA must inform the exhibitor of such change measures immediately after the decision has been taken, unless MFN/EHA is also prevented from doing so by one of the circumstances mentioned. Claims for damages due to such change measures against MFN/EHA are excluded, unless

- the change is due to a grossly negligent or intentional breach of duty by MFN/EHA or its vicarious agents or
- the change is based on the breach of an essential contractual obligation by MFN/EHA or its vicarious agents, which enables the proper fulfilment of the contract in the first place and on compliance with which the exhibitors regularly trust (this is, for example, the proper planning and preparation of the event, the timely and complete information of the exhibitor, etc.).

8.1.2 Participation fee

8.1.2.1 In the case that an event is postponed for a reason specified in 8.1.1.1, the following applies: MFN/EHA will determine an alternative date no later than one month after the announcement of a postponement of an event. The exhibitor has the right to withdraw from the exhibitor contract within 14 days of receiving notification of the replacement date. In case of withdrawal from the contract, the exhibitor shall be entitled to receive full reimbursement of the paid stand fee.

8.1.2.2 If an already started event is shortened, extended or temporarily, permanently, in individual parts or in total closed for one of the reasons specified in section 8.1.1.1, the payments to be made by the exhibitor according to the exhibitor contract – the participation fee and any costs to be borne by the exhibitor – have to be paid in full.

8.2. Participation fee in the event of cancellation

If EHA is responsible for the cancellation of the event, no participation fee shall be owed by the exhibitor. If EHA must shorten the duration of an event that has already begun as a result of force majeure or on other grounds for which they bear no responsibility, the exhibitor may not claim any part or full reimbursement, nor dispense with payment of the participation fee.