

General regulations of the community Maria Wörth for the exhibition “Auto News am Wörthersee”

The goal of these regulations is to optimize the cooperation of the exhibitors, so that the fair can be held without any problems.

1.) Promoter

Community Maria Wörth
Wörthersee-Südufer-Strasse 115
A-9081 Reifnitz am Wörthersee/Österreich
UID-Nr: ATU 25627701

Administration

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Project management, technical administration, special exhibitions

telephone: ++43 (0)4273 / 2050-0 (Mr. Safron)
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Press statements – **appointment needed**

Adolf Stark, mayor of Maria Wörth, telephone: ++43 (0)4273 / 2050-0

Bookkeeping – accounting

Community Maria Wörth, A-9081 Reifnitz, telephone: ++43(0)4273 / 2050-23

2.) Participants (Exhibitors)

The participation at the event is possible for any juridical body or person from industry, trade and commerce from Austria or abroad, with all commercial goods and services fit for exhibition under recognition of the event's character.

The right to participate in the event can be acquired by filling out and handing in, in time an application form as well as a trade certificate.

The admission to the event is only valid for the duration of one event.

Having been admitted to a designated stand before, the exhibitor does not earn the possibility to occupy the stand in the future.

In case of announcement of bankruptcy or compensation proceedings of the exhibitor, the promoter is instantly freed of any obligation to offer participation at the exhibition.

The promoter has the right to cancel any written confirmation of stands leaving the exhibitor no possibility of claim for compensation. **In case of the promoters open claim for compensation against an exhibitor, the community Maria Wörth has the right to cancel the exhibitors stand at the event at any time, without any right for compensation or legal intervention what so ever for the exhibitor.**

3.) Application

The application has to be in written form. The application forms distributed by the promoter have to be used. The form has to be filled out thoroughly and sent in signed by the entrepreneur or another authorized person.

The promoter acts in good will and will not question the authenticity of the signature.

The signed form binds the exhibitor, yet does not include the right of allocation to a specific stand. This applies also if the fair is held in a different place within the community than formerly designated.

The fair begins and ends at the times given in the application form. Should for any reason the fair be postponed, shortened in duration or cancelled, and the promoter not been able to prevent these changes, leaves the exhibitor with no right of claim for compensation towards the promoter.

In case of postponement of the fair the application of the participant stays valid for the new date. The promoter distributes the exhibition stands after permanent planning and stand assignment. The earliest application is the basis for designated stand assignment to the exhibitor.

By handing in his application form, the exhibitor submits to the fair's regulations. Basically the promoter confirms the application, shortly after receiving the applications form or the exhibitor's oral application attempt, depending on the possibilities.

In case of necessary changes the promoter will discuss these with the exhibitor and confirm them in writing.

Already assigned stands and goods can be moved to another location by the promoter if the stand category and its size are not altered. The exhibitor has no right of compensation or cancellation should this be the case.

4.) Application fee

The Promoter has the right to demand an application fee for every exhibition stand and fair event.

The amount of the fee depends on the character of the event and can be billed as a separate fee or be included in the stand rent.

5.) Deposit (cancellation)

Any withdrawal of application, even if the promoter cannot fulfill the wishes raised by the exhibitor at application, will be treated as a cancellation.

The cancellation fee is at least 300 Euros net. Withdrawing from the application within 60 days prior the beginning of the event, makes payment of the stand fee obligatory. The amount of the payment is set in the pricelist and can contain additional fees.

In the event of partial or complete cancellation of the stand space by the exhibitor, the promoter has the right to rent the unused space out at the price set in the pricelist while claiming full compensation of the set stand fee from the exhibitor.

Should the exhibitor not show up at the fair even though the application is valid, payment of the full price is due according to the size of the rented stand, as well as settlement of the promoter's additional costs for changing and redecorating the empty stand space.

6.) Admission

The promoter decides without possibility of recourse to legal action on the admission to the fair. He maintains the right to deny any application without any reason given.

Notice on cancellation is given in writing. The promoter has the right to deny entry of any goods to the fair that are inadequate in his opinion even after admission. In that case the exhibitor has no right of claiming reimbursement and is responsible for the withdrawal and correct storage of the inadequate goods.

If the exhibitor does not withdraw goods in an adequate and safe way, the promoter has the right of claiming reimbursement for removing and storing the goods away safely from the exhibitor. Only admitted goods approved by the promoter, are allowed to be exhibited and stored at the fair stand.

7.) Stand assignment and fees

All areas used by the community Maria Wörth, like fair halls and other objects serve as exhibition space. The arrangement follows professional points of view, but remains subject to the promoter's discretion. The promoter tries to assure reserved stand location upon acknowledgement of application, through written confirmation as fast as possible, supplemented with a location map and technical information.

The stand rent including any additional costs will be settled upon entry of application but at least 2 months before the start of the event.

The bill has to be settled 2 weeks after tendering of account, but before beginning of the event at the latest, without any fees charged to the promoter.

The payment can be settled by money transfer to the following bank institutions.

Austria: Raiffeisenbank Reifnitz, bank code 39.355, account number 1040,
IBAN AT3935 5000 0000 1040
BIC RZKTAT2K355

Germany: Stadtparkasse Bad Honnef, bank code 380 512 90, account number 13000856

The payment on money transfer has to be conducted free of charge for the receiver. Not the payment order of the exhibitor, but the payment entry at the community Maria Wörth is considered as valid money transfer. Not keeping to the schedule of payment allows the promoter to step back from the agreement while claiming full payment of the fee from the exhibitor. The exhibitor receives the exhibitor license and the exhibitor passes after paying the full amount of the fee. Only then may the stand be occupied by the exhibitor. No liability claims can be made to the promoter. Once the application is accepted it is agreed upon that with more applications than one on consecutive exhibitions at the same location, no permanent business relationship is established.

8.) Stand rent

The amount of the stand rent depends on the event as well as the size and location of the assigned places. Every partially occupied square meter will be charged in full.

Exact price details can be found on the application form of the specific event.

Application fees, fees for additional services or special agreements as well as VAT will be added to the stand rent.

9.) Fellow exhibitors

Partial or complete subletting of the assigned location of the stand to a third party by the exhibitor is not allowed be it for rent or free of charge.

Switching of the assigned locations between exhibitors can only be permitted by the promoter in exceptional cases. The admission of co-exhibitors requires an additional application as well as the consent of the promoter. Every co-exhibitor will be charged a fee the amount of which will be determined by the promoter, at least exceeding 200 to 400 Euros net.

Exhibitors using decoration or equipment with the name or trademark displayed on it of a non-exhibiting firm, can do so only in consent with the promoter.

The exhibitor has to pay a fee for every firm name on display should the promoter give his consent.

The amount of the fee can be determined by the promoter, but has to exceed 75 Euros net at least plus additional costs. The exhibitor must announce the objects on display as well as the name of the firms to the promoter before the beginning of the event.

10.) Advertisement

Advertisements of the exhibitor must not be posted elsewhere than on the designated stand. Handouts and advertisements are only to be distributed from the stand. The advertisements are not allowed to be loud or disturbing, and have to apply to the standards of good taste. Speakers and sound devices are only allowed to be used if they are not disturbing to the neighbouring stands. Promoter's orders have to be carried out immediately in case of complaint. The promoter offers the possibility for additional advertisement outside the stand location, e.g. posters or neon sign advertisement as well as speaker announcements as further service. In case of use of music for advertising the exhibitor has to announce his intent and settle the fees before the event at the office of AKM (state licensed organisation of authors, composers and music publicists, regional LLC.) business place Klagenfurt, Rosentaler Strasse 5, telephone (0463) 511390. The promoter has no legal liability towards the AKM. The exhibitor is fully responsible for keeping the promoter free of charges, should the promoter be challenged by a third party for just that reason.

11.) Liability of the exhibitor

The exhibitor is held responsible for any damage, caused by his doing or by third parties under contract. It is the responsibility of the exhibitor to keep the promoter free of charge in case of damage occurring in his exhibition area. The promoter will cover the expenses for a basic guarding and security service for the fair. However, he is not responsible for any damage done to or theft committed on exhibition goods, stand structures as well as any damages occurring during the duration of setup, the fair itself and dismantling. Any theft or loss reports have to be announced at the security office (police department Reifnitz, 9081 Reifnitz, Seenstrasse 55, telephone: 04273-2233). The exhibitor has no right to claim compensation from the promoter, should any unforeseen superior, political or economic circumstances aggravate or make the fair impossible.

12.) Insurance

The setup and dismantling phases at the different fairs bear high risk of damage or theft of equipment and exhibition goods.

The promoter recommends the exhibitors to insure their goods against any risks like theft or fire.

The exhibition areas are insured against the following risks:

- a. **Fire insurance** (fire, direct lightning hit, explosions and plane crash for the risks of damage to motor vehicles and vehicle equipment of the exhibitor in the exhibition tent.
- b. **Burglary insurance** (risks: damage done to the not moving motor vehicle and motor vehicle equipment of the exhibitor in the exhibitor tent during a successful or undergoing burglary attempt)
- c. **Robbery insurance** (for the not moving motor vehicle as well as the exhibitors motor vehicle equipment in the exhibition tent under risk of damage done by violent action within the insured area, excluding the case robbery of a messenger.)
- d. **Public liability insurance** (promoter liability insurance for the vehicle exhibition)

Insured are (for replacement value) not moving motor vehicles as well as motor vehicle equipment of the exhibitor as part of the fair in the event area. During business hours independent surveillance is necessary. In case of damage a report has to be filed instantly at the police station Reifnitz. Damage reports not filed right away will not be dealt with by the promoter.

13.) Selling goods – articles on display

Basically goods sold on trade fairs may be sold directly. The exhibitor has to make sure that all of his goods were on display until the end of the fair, except beverage producers.

Food and beverage vendors are obliged to carry valid documentation according to the Austrian bacillus hygiene laws until the commissioning before the beginning of the event.

All regulations concerning the food law have to be fulfilled.

Exhibitors producing garbage have to make sure that trash containers used can accommodate the quantity of refuse produced, and have to empty them daily. Kitchen waste has to be disposed of in tightly closing containers. Prohibited by the authorities is the sale of food or beverages in any kind of glass containers, like bottles or any other glass ware. Following the tableware order from 1960, the use of damaged tableware in taverns or bars is not permitted. Recycling of waste is mandatory. The waste disposal is carried out through by promoter, at the exhibitor's expense. Any complaints or orders issued by the deputies of the promoter must be dealt with right away.

14.) Pricing

Under consideration of the character of the event the applying laws and conditions have to be fully met. All goods certified by the promoter to be sold to the customer have to be price tagged. The order of the promoter has to be met fully. In case of not fulfilling the requirements, the promoter has the right to shut down the stand without the possibility of recourse to legal action and compensation to the exhibitor.

15.) Tradesmen, suppliers, services

The promoter has a stock of experienced and proven contractors, who know the local circumstances and work exclusively for the promoter and the exhibitor.

The exhibitor can bring in his own contractors if approved by the promoter.

16.) Construction and dismantling cards / exhibitor passes

Every employee of the exhibitor has to apply for an exhibitor pass. In this way every working person in the area can be registered. The exhibitor pass gives permission of entering the area during setup and dismantling (time regulated separately) and business hours of the event.

For every stand rented 2 entry permits (for vehicles) and 4 exhibitor passes (for employees) will be distributed free of charge. Entry permits and exhibitor passes have to be ordered in written form before the beginning of the event. The form will be sent with the bill.

A fee has to be paid for additional entry permits and exhibitor passes.

17.) Setup of the stand

Stand assignment will be carried out by the promoter only. Depending on the event stand places in the fair hall will be assigned in connection with a stand limitation.

The fee for the use of separation walls is already included in the stand rent price. Basically the separation walls height is 2, 5 meters. Should the exhibitor want higher walls, he will have to add planning, pictures etc., for the approval by the promoter at application time to the event.

Forbidden are painting, nailing and any other changes to the walls. Every exhibitor must display his business name at the stand.

The exhibitor is liable for damage or loss of stand structures, from the official start of the fair (usually 3 to 5 days before beginning of the event) until the complete dismantling of his stand (usually 1 to 2 days after the end of the event). Insurance is recommended. Decoration or advertising measures are not allowed in aisles or other passage ways, and may not protrude into them. Passage ways must be kept clear of storage. Advertisements, lights or similar objects may not exceed the separation walls height of 2, 5 meters. Before setting up the equipment at the stand it is recommended to get in touch with the project management of the individual event for update on general information. Additional conversions at the stand can be issued directly to the stand constructor contracted by the promoter.

Every fair consists of the total number of exhibitors. For that reason every exhibitor should contribute to the overall image of the event.

The promoter expects the exhibitor to show a positive display of his services in connection with the character of the event. The promoter is ready to solve any occurring problems with the exhibitor. Presentations not respecting the good taste or the unified style of the fair, have to be changed immediately when ordered. The exhibitor is financially responsible for those changes. Decorations on the separation walls will be automatically taken off without notice after the end of the event when the separation walls are taken down, except special arrangements have been made during the event with the management. No claims of compensation can be made. Unique stand number signs, for better orientation of the visitors will be added to the stands located in the fair halls. The exhibitor must enable the visible attachment of those signs to his stand. The exhibitor is liable for damage done to the fair halls through nailing, painting, gluing as well as littering on the walls, columns and floors.

The exhibitor needs the consent of the promoter for putting up flagpoles.

All requirements for fire prevention and employee's safety have to be met during the construction of the fair stand. In agreement with the local Fire Department decoration material may not be easily inflammable (B1), may not drip when burning (TR1) and may not give off heavy smoke (Q3).

This rule does not apply for price tags, small posters etc.

Easily inflammable material like wall decorations, reed mats and similar objects have to be treated with fire protection chemicals. Proof of the composition of the used materials and their impregnation has to be laid out at the latest at the commissioning.

That proof has to be kept at hand for inspection the whole time of the fair.

Flower wreaths and dry twigs have to be replaced in time by fresh plants. The location of the fire extinguishers must not be altered. Fire alarms and extinguishing devices may not be obscured from sight and have to remain clearly visible.

Fire extinguishers from the exhibitors have to bear inspection evidence, and the last inspection may not be older than a year. Renting a bigger exhibition area like a fair hall is possible against a fee. Only the space is rented and not any additional objects within the halls (like moving objects, special constructions). For additional objects, special agreements have to be made with the officials responsible. If any objects are to be found during inspection of the halls (like constructions, moving objects...) they are not to be considered as inventory of the halls.

18.) Beginning and end of setup

The day before the opening of the fair the exhibition space has to be occupied by the exhibitor by 12 o'clock a.m. and must be completely equipped and ready by 8 o'clock p.m. at the latest. The promoter has the right to use the space without any claim of compensation by the exhibitor if one of the 2 conditions is not met. Additionally, the full rental fee will be charged to the exhibitor. In case of a special agreement on setup of the stand at non official setup times additional fees will be charged. Before the fair opening exhibition areas, stands and halls will be inspected by the officials responsible (commissioning). The promoter has the right to get rid of any deficiencies at the exhibitor's expense. Packaging material has to be properly disposed of (broken down) in the designated containers. The participant is obliged to return the work space in the same condition as he took it over. Any needed restoration will be made at the expense of the exhibitor. The promoter has the right to clear the stand space directly without any intervention of the authorities, should any fair rules be violated, and use it at his own discretion.

The exhibitor has no right to claim a violation of possession, compensation of the space fee or any other charges. Any left equipment of the exhibitor will be stored at his own risk and expense (right of keeping back).

19.) Installations

Any requirements of electrical power or water supply have to be applied for in good time. Main pipes and cables are laid out over the whole event area. Unauthorized tapping or laying down of extensions is prohibited.

a. Electricity

The precise amount of electrical power for lighting or machinery has to be announced 4 weeks ahead of the beginning of the fair, so that the requirements can be met and the delivery of electricity can be ensured.

An alternating current circuit is installed for the use of electrical sockets. Power for the single applicant will be transmitted at the technically convenient point, the stands main power socket.

Further distribution of electrical power (safety measures for the electrical circuit and secondary circuits) will be established in a distributing box. The different connections in the stands have to be established by an expert. Expenses have to be carried by the exhibitor. Electrical installations in their use are subject to their valid SNT or TAEV and the local EVU-regulations as well as those of the authorities and the promoter.

Protective measures against indirect contact at the stand distribution boxes like earth grounding and a false current have to be used.

The level of the initiating false current for light and electric plug circuits up to 16 A (alternating current 230 Volt) must not surpass 30 mA. The level of the initiating false current must not exceed 100 mA or 300 mA at maximum in all other cases including 160 A connection value.

The effectiveness of these protective measures against indirect contact, must be checked according to paragraph 22 of ÖVE regulation EN 1/1989 and put to protocol before use.

The protocol presented to the chief electrician of the fair is the basis for commissioning. Unauthorized tapping of the main circuit is not allowed.

b. Setup of means of production

Lights and floodlights have to be put up safely at a distance from inflammable material. This applies also to electrical gadgets developing high temperature like cooking or frying stoves, transforming devices, regulating coils etc.

The basis for it is the fire prevention regulation.

c. Water installation

Exhibitors selling food or beverages have to install a double wash basin with a warm water pipe in time for the beginning of the fair.

The exhibitor should use the services of the plumbing firm contracted by the promoter.

d. Billing

The exhibitor settles the fees for water use and sewer in cubic meters (actually counted or according to estimation) depending on duration of the fair under direction of the promoter.

20. Opening hours

Opening times of the fair ground during setup, the exhibit itself and dismantling depend on the type of the event. Detailed information will be handed out to the exhibitor in good time in form of specific information brochures pertaining to the type of event.

21. Delivery of exhibition goods

All goods determined for the exhibition must be on display the day prior of the opening of the fair at the latest and remain there during its whole duration. The promoter does not accept any objects delivered and is not liable for any loss or incorrect delivery.

The passage ways in and outside of the halls have to be kept clear, during setup and dismantling. Entrances and exits of halls and other buildings must not be blocked by vehicles or storage goods over any length of time.

Driving through halls or exhibition grounds is allowed only after previous consultation with the promoter in special cases and conditions due to legal regulations. During the last day of setup driving into the exhibition area with delivery vehicles is forbidden.

Motor vehicles and exhibition goods can only be placed and stored in the exhibition area during loading or unloading. All vehicles independent of size have to leave the area after loading and unloading.

22. No parking zone in the fair area

Vehicles illegally parked in the exhibition area will be removed without notification of the owner at his expense.

The promoter is not liable for damage done to vehicles removed. Cars and station wagons may enter the fair grounds for loading or unloading during setup.

From case to case areas of the fair grounds may be excluded from the no parking zone if they are marked reserved as long term parking for special events. All of the fair area is subject to the general traffic rules and regulations.

23. Delivery and supply trips

Supply trips made during the ongoing exhibition are restricted to an absolutely necessary extent between 7 and 9 o'clock a.m. From case to case even necessary supply trips can be forbidden by the promoter during hours open to visitors. Permission has to be applied for at the promoter's office.

24. Dismantling and removal of exhibition goods

Exhibition goods may be removed from the fair grounds after closing of the fair, and not before. Clearing and removal of objects on display has to be accomplished within one day after closing. This timeframe can in some cases be shortened or prolonged depending on the type of event and will be announced in the exhibitor information brochure. The promoter has the right to clear and store the exhibition goods at the expense of the exhibitor, should the timeframe not be adhered to by the exhibitor. Should there be open claims of the promoter against the exhibitor at the end of the fair, he is entitled to keep back exhibition goods brought in to the stand by the exhibitor as well as to take legal steps towards their execution. In this case the promoter is entitled by contract to keep the goods kept back in storage at the exhibitor's expense. The use of the pawned goods is agreed upon by legal verdict.

25. Goods form abroad

Goods sent from abroad must be custom cleared by the exhibiting firm. The proof of registration has to be presented to the promoter by the tax office Graz-Stadt, Council for Foreign Entrepreneurs, Conrad von Hötzendorfstrasse 14 – 18, 1818 Graz, telephone ++43/316/881-0. More information concerning foreign exchange control regulations can be sought at the foreign trade offices of the Chamber of Commerce. For all participants from abroad customs regulations are important.

26. Regulations concerning the Patents Act

Since the amendment to the Patents Act 1984 BGBl 234, no priority protection can be offered by the promoter. Should an invention be on display for the first time ever during the fair it must be registered at the patent office before it is brought to the exhibition stand. Otherwise it would be considered as established technology according to the Patent Act and not considered a novelty.

27. Presentations

Presentations of machines of any kind have to be announced in the application form. The promoter may reduce presentations to certain times of the day, but can also refuse them without giving any reason. Presentations must not disturb the neighbouring stands by noise. The management may stop noisy presentations. Open light and fire, use and storage of inflammable, explosive goods and material prone to self ignition are forbidden in all halls and outside without exception. Presentations with inflammable chemicals gases (especially fluid gas), mineral oil products and all other inflammable goods are explicitly forbidden as well as the presentation of cutting, soldering and welding devices creating sparks in the halls.

Exhibitors, restaurants and other alimentary businesses need the permission of the local Fire Department for the use of continuous flow water heaters fuelled by fluid gas, stoves and grills before operation. Before the operation of fluid gas fuelled devices, the regulations of the Flüssiggas-Verordnung BGBl. 139/71 as well as the technical regulations on the setup, operation and maintenance of fluid gas devices ÖVGW-GW-TR-Flüssiggas (1968), in its valid form has to be adhered to. The distribution of gas filled balloons with or without charge is forbidden without exception. When exhibiting fuel powered vehicles or machines in halls or other objects, starter batteries have to be removed or disconnected. Fluid gas tanks solidly attached to vehicles must be empty. All car and mobile cranes, if used for presentation or setup, functioning as lifting devices, even if only temporarily used, are subject to the necessary commissioning according to paragraph 93 ADSV. The proof thereof has to be kept ready for inspection during the duration of the fair.

28. Machine safety devices

Only machines in agreement with the regulations in the Maschinen-schutzvorrichtungs verordnung, BGBl. Nr. 43/61, may be on display and operated (in addition to which regulation die Allgemeine Maschinen- und Geräte- Sicherheitsverordnung, BGBl. Nr. 219/1983 is in power since January 1st 1986). Furthermore the regulations of Allgemeine Arbeiterschutzverordnung, BGBl. Nr. 218/ 1983 of the still valid paragraphs of Allgemeine Dienstnehmerschutzverordnung, BGBl. Nr. 265 / 1951 of Arbeitnehmerschutzgesetz, BGBl. Nr. 234 / 1972 and agricultural Arbeitnehmerschutzverordnung LGBl. Nr. 43/1977 in its valid form are to be adhered to. Exhibitors of tractors of any size and automobile work machines may only exhibit vehicles which agree with the regulations of Kraftfahrzeug-Durchführungsverordnung, BGBl. 399/67 in its valid form. Pressurized containers and espresso machines have to certified under the Dampfkesselverordnung, BGBl 83/ 1948, in its valid form and certificates concerning the pressure containers have to be kept ready for insight though the authority.

29. Security

The promoter has to be allowed access to every location in the fair grounds. The exhibitor and their employees have to follow all orders issued by the promoter, his deputies or security personnel without delay. In case of non compliance the promoter can have the exhibition stand cleared. Access to the stands has to be permitted to security personnel at all times during the fair. The exhibitors have to comply with all terms issued by the local police, Fire Department and trade officials and especially the commissioning through the authorities the day before the opening. The exhibitor or his deputy has to be present at the commissioning with all necessary licences.

Through out the fair grounds commercial photography, filming or drawing is only permitted by the promoter.

30. Alterations and supplements

The fair rules can be adapted to necessary adjustments and conditions. The promoter decides on these.

31. Written agreements, place of performance, Court of Jurisdiction

Oral agreements without written certification are not valid. Changes and supplements to the contract need to be in written form. Court of Jurisdiction and place of performance for all rights and duties from this contract is Klagenfurt.

The community Maria Wörth however has the right to file claims at the Court of Justice where the exhibitor's business headquarters are located. The Chamber of Commerce in Austria will name an arbitrator for exhibitors from abroad who will decide on the legitimacy of the fair's claim. The fair as well as the ombudsman of the Chamber of Commerce and the exhibitor have to agree with the award of the Court of Arbitration.

Only Austrian right and the German context of the general fair rules of the community Maria Wörth (Allgemeine Messeordnung der Gemeinde Maria Wörth) are definitive.