

General Terms and Conditions of Participation [GTCOP] Allgemeine Teilnahmebedingungen [ATB]

1. Miscellaneous and area of application

These Terms and Conditions of Participation apply exclusively to all events and trade fairs by Münchner Mineralientage Fachmesse GmbH.

THE MUNICH SHOW, MINERALIENTAGE MÜNCHEN [hereafter known as "TMS"]

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TMS does not recognise any terms or conditions upheld by exhibitors or participants that contradict or deviate from these TMS Terms and Conditions of Participation, unless TMS provides explicit and written confirmation thereof. These TMS Terms and Conditions of Participation shall also apply in the event that TMS executes the agreement without objection, despite having knowledge of the Terms and Conditions upheld by the exhibitor or participant that contradict or deviate from these TMS Terms and Conditions of Participation.

In particular, the TMS events and trade fairs are the following listed hereinafter:

THE MUNICH SHOW, MINERALIENTAGE MÜNCHEN

German Geo-Fachmesse [GEOFA] and International Sales Exhibition [BÖRSE] for minerals, gems, jewellery, fossils, geo-equipment and accessories.

GEMWORLD MUNICH and GEMWORLD PROFESSIONAL [GEMPRO]

International Sales Exhibition for gemstones, jewellery, watches and accessories.

2. Purpose of the exhibition

As an international specialist fair and sales exhibition, TMS offers all mineral and fossil collectors, goldsmiths, jewellery designers, jewellers, museums, specialist dealers, representatives of associated professional fields and suppliers of accessories the opportunity to engage in comprehensive information, purchasing, sales and exchange.

3. Event location, dates, opening hours

Event location: Munich Trade Fair Centre, Halls A6/A5/A4/B6/B5
Opening hours: Friday 26th October 2018 till Sunday 28th October 2018 from 9.00 am to 6.00 pm
Access: Friday 26th October 2018 trade visitors with proof of registered business, registration necessary
Saturday 27th October 2018 und Sunday 28th October 2018 public
[except GEMPRO trade visitors with proof of registered business, registration necessary]

4. Goods on offer

Minerals, fossils, rough stones, rough gemstones, meteorites, gemstones, semi-precious stones, cut collectors' stones, jewellery with stones, necklaces & strands, unique and design jewellery with genuine stones, jewellery accessories, advertising and gift items made of stone, mollusc shells, mussels, coral, machines, geo-devices, specialist literature and collectors' items.

Reference is made to adherence to the regulations governing the protection of endangered species and that any required marketing papers must be kept on hand for presentation.

All goods must be labelled with name, place of discovery and retail price, incl. VAT in EURO (possibly also number with price list); the designations "fair price" or "fair discount" are not permitted. Items not for sale or items that are already sold must be labelled especially as such; the same applies to synthetic or irradiated minerals, repaired specimens or fossil reproductions. Coloured and mounted specimens are not permitted; the same applies to specimens that have been bonded together.

5. Exhibition booths

Exhibition tables, exhibition cabins, complete booths or floor spaces can be leased. It is only possible to lease the exhibition booths for the entire duration. TMS will label each booth with a booth number and owner title.

5.1 Tables: row, entrance, head

Minimum length 3 m, head table 5 m. Prices plus VAT see registration form, plus power connection [3 kW], power consumption and additional costs. The table top (attention: risk of tilting, ensure stability and robustness!) is 100 cm wide. A suitable table cover and front and back panelling to the floor (suspended cloth) are considered to be a minimum contribution to a proper exhibition appearance. Decorative table top structures are welcome. Maximum height 2 m. The exhibitor will ensure sufficient lighting and will adhere strictly to the VDE regulations; exhibitor must provide own multiple power sockets and extension cables.

5.2 Wall table: row, corner, head

Double row of tables in front of a stable partition wall (height 2.50 m); table width: front side 1.00 m, wall side 0.50 m. Row and corner wall table minimum 5 m, head wall table minimum 10 m, (from 3 kW, including grounding), otherwise as under 5.1.

5.3 Floor spaces without boundary walls/fascia-boards

For the installation of prefab row, corner, head and block booths. Standard depth 3 m, minimum size 9 m², prices plus VAT, see registration form plus power connection (from 3 kW, including ground), power consumption and additional costs.

5.4 Small cabin: row, corner, head

Small cabins including boundary walls (height 2.50 m), without fascia, standard depth 3 m, size 9–15 m². Prices include provision of tables (220 × 50 × 80 cm) and benches (220 × 25 × 40 cm) in numbers see paragraph 5.7. Otherwise as in 5.3.

5.5 Cabin: row, corner, head

Cabins incl. boundary walls (height 2.50 m) and fascia (width 0.40 m), standard depth 4 m, size from 16 m². Prices include provision of tables (220 × 50 × 80 cm) and benches (220 × 25 × 40 cm) in numbers see paragraph 5.7. Otherwise as in 5.3.

5.6 Full service booth (row or corner)

Package booth incl. additional services (showcases, furniture, lighting, lettering on fascia, power connection) as specified in the registration form. The additional services vary according to size (9 m², 12 m² or 15 m²) and type (full service row table-showcases, full service row mounted showcases, full service corner table-showcases or full service corner mounted showcases) in the respective package. For details please see the registration form, prices including power connection and consumption (plus VAT).

5.7 Standard contingent of tables and benches for small cabin and cabin

Small cabins and cabins will be provided with a standard contingent of tables and benches. More tables and benches can be ordered by using the "booth supplies" formular to additional cost.

Booth size	Tables	Benches
9 to 11 m ²	2	1
12 to 15 m ²	3	2
16 to 20 m ²	4	3
> 24 m ²	5	4

5.8 Staggered discount for large cabins

From 24 m², 20 % discount on every additional m².

5.9 PR-contribution

Supporting national and international associations for Minerals, Gemstones, Fossils and Jewellery, the organiser will levy and charge separately a PR-contribution of 1,- € plus VAT per m².

6. Registration

6.1 Application

Registration takes place by using and signing in a legally binding manner the enclosed form, which is then sent to Münchner Mineralientage Fachmesse GmbH, Postfach 1361, D-82034 Oberhaching. Upon written application, the exhibitor recognises the TMS Terms and Conditions of Participation as binding and applicable to the exhibitor and all employees involved in the event. The registration is considered an offer in the meaning of § 145 German Civil Code. The deadline of application is April 30th, 2018.

6.6 Confirmation of registration

Confirmation of registration is not provided. Any notification of receipt that the exhibitor may receive is not considered a confirmation of participation in the meaning of 7.1.

6.3 Exhibitor groups

Exhibitors may form exhibitor groups. Cooperation between no more than two participants per booth is permitted. The event management reserves the right to make separate charges for this. Co-exhibitors are obligated to submit a punctual and written registration also [see 6.1].

7. Admission and booth allocation

7.1 Admission

The event management decides on admission of exhibitors, the exhibition merchandise and the exhibition booth. Allocation of booth takes place with consideration of the available spatial capacities and the structure of the event. If possible, special stand wishes will be taken into consideration. However, there is no legal right to demand admission or a certain location. The event management may refuse applications without specifying reasons. Once granted, admissions can be revoked in the event that the conditions inherent to the admission being granted are no longer applicable. The event management explicitly reserves the right to implement a booth extension or a booth reduction due to special circumstances.

7.1 Lease agreement

The lease agreement between the exhibitor and TMS comes into force in a legally binding manner upon transmission to the exhibitor of the booth confirmation and/or invoice [admission] inclusive hall layout plan and booth number. The admission is a confirmation of acceptance in the meaning of § 146 ff German Civil Code. In order to be effective, reservations included additionally in the registration [e.g. position/neighbours] or any conditions must be confirmed by the organiser in writing. In the event that the content of the stand confirmation deviates from the content of the exhibitor's registration, the agreement shall nevertheless come into force as specified in the stand confirmation, unless the exhibitor raises written objections within two weeks of receipt thereof. It is not permitted to exhibit any other exhibits than those registered and approved. The event management may remove and charge the exhibitor for said removal of any insufficiently designated or labelled and unapproved exhibits; the exhibitor shall also carry the risk of said removal.

8. Terms of payment

All amounts charged by TMS are immediately payable upon receipt of the invoice. 50 % of the booth lease payment must be made immediately; the remaining amount is payable by no later than October 1st, 2018. All payments by bank transfer must be made in EURO with specification of the invoice and client number and without deduction of any bank charges to the account "Münchner Mineralientage" with Kreissparkasse München Starnberg Ebersberg, IBAN: DE27702501500028320265 and BIC: BYLADEM1KMS.

A service fee of 3 % is charged if payment is made by direct debit [only possible if payment is made from a German account], internet-based means of payment like PayPal or credit card [VISA, MasterCard, American Express].

8.1 Interest on arrears

In the event of delayed payments, the statutory rate of interest on arrears as specified in § 288 I, II German Civil Code will be charged on the residual debt. Complaints pertaining to the invoice will be taken into account only within 14 days after the date of issuance of the invoice. The organiser has a right of seizure for all exhibits brought in to safeguard against all obligations that remain unfulfilled and the consequent costs accrued.

8.2 Advance payment

TMS will immediately generate an order upon return of the registration documents by the exhibitor. The exhibitor subsequently has the option to make an advance payment on the basis of the order, for which the following special terms shall apply: transfer of 100 % of the booth lease with deduction of a 3 % cash discount (from the net sum). The option of advance payment ends on April 30th, 2018. Advance payment does not constitute a guarantee or approval of admission and does not replace admission by TMS as specified in item 7.1. In the event that the allocated type or size of booth deviates from the order, the organiser shall issue the exhibitor with a reimbursement or impose a surcharge. The special terms shall not be applied to any surcharge.

9. VAT

Services provided in connection with trade fairs and exhibitions must be assessed as property services and are therefore subject to VAT at the location of said property. In terms of trade fairs and exhibitions at German trade fair venues, this means that the services are subject to the currently applicable rate of VAT in Germany amounting to 19 %.

9.1 Event services/reverse charge procedure

An event service is deemed to have been provided if the exhibitor (who must be a commercial operation) agrees and receives at least three other services from the catalogue of the VAT utilisation decree (UStAE; item 3a.4) in addition to the booth lease. In the event that an event service has been provided, foreign exhibitors will be issued an invoice without German VAT. In order to ascertain commercial operations, foreign exhibitors must submit an officially certified company registration in English or German language. Exhibitors from EU member states must specify their valid VAT ID number.

German exhibitors will receive furthermore an invoice with 19 % German VAT.

All documents and information must be submitted to the organiser by the application deadline (April 30th, 2018). Documents submitted after this date cannot be taken into consideration and must therefore be billed with the currently valid rate of 19 % VAT.

10. Cancellation

Unilateral cancellation of the agreement by the exhibitor and/or rescission is not possible. In the event that a registration is withdrawn before admission, a processing fee of 10 % of the booth lease may be charged. Once admission has taken place, cancellation of the agreement is only possible in exceptional cases and only with the consent of TMS. A cost rate of at least 25 % of the booth lease and the costs already accrued on the behest of the exhibitor must be paid. The entire stand lease will be payable in the event that the exhibitor fails to appear. An application for cancellation of the agreement for an important reason must always be made in writing.

11. Setup and dismantling, support for the exhibition spaces

11.1 Setup

Wednesday, 24th October 2018, 12 pm—9 pm, only technical [setup firms may have to apply for special approval]; Thursday, 25th October 2018, 7 am—6 pm [end of setup]. It is only possible to enter the exhibition halls with a motorised vehicle until Wednesday, 9 pm, and for dismantling on Sunday [after 7.30 pm]. The event management is entitled to freely dispose of exhibition booths that remain unoccupied without notification after the end of setup [Thursday, 25th October 2018, 6 pm]—see item 10. The exhibitor in question, who in this case is delayed in claiming a service, is not entitled to raise any claims of any nature—applicable also to reimbursement for the lease—against TMS.

11.2 Pre Setup for Tuesday and Wednesday

Exhibitors have the possibility to apply for an early setup on Wednesday, 24th October 2018 from 7.00 am on, without any charge. This will be possible for all exhibitors, whose stand booth fee will exceed 1,500,- € net. TMS reserves the right to refuse these applications without specifying reasons. Applications must be made in the written form by email under: exhibitor@munichshow.com. Deadline for application will be the 05th October 2018.

Exhibitors have the possibility to apply for an early setup on Tuesday, 23rd October 2018 from 7.00 am on. This will be possible for all exhibitors, whose stand booth fee will exceed 5,000,- € net. A fee will be charged of 200,- € net. Therefore the exhibitor receives 5 special pre setup badges; not used badges can't be reimbursed. More pre setup badges can be ordered against extra costs. TMS reserves the right to refuse these applications without specifying reasons. Applications must be made in the written form by email under: exhibitor@munichshow.com. Deadline for application will be the 10th October 2018.

11.3 Support for the exhibition spaces

For reasons of security, exhibitors only have access to their exhibition booths during the trade fair from 7.30 am to 7.00 pm on 26th and 27th October 2018. The booth owners are required to clean their space; this work must be complete each day before the start of the event. During opening hours, the exhibition booths must be properly equipped, stocked with the registered merchandise and sufficiently staffed; restocking or removal of goods is only possible using a trolley to the loading zone with restricted loading permission (deposit regulations).

11.4 Dismantling

Sunday, 28th October 2018, 6.00 pm—12.00 am and Monday, 29th October 2018, 12.00 am—6.00 am, technical. Motorised vehicles can enter after 7.30 pm once the carpets in the corridors have been removed. For organisational reasons and to preserve appearances, it is not permitted to clear and leave the exhibition spaces before the end of the event. The spaces must be left fully clean and cleared, with their complete inventory and without empties. In the event of non-compliance, a cleaning and disposal flat rate of 250,- € net shall be payable.

12. Exhibitor badges

Each exhibitor will receive a quota of badges, staggered depending on the booth size. Any badges required additionally can be purchased against extra costs. The badges (non-transferable) are only valid in conjunction with a passport or personal ID card.

Table	Floor space	Number of badges
1–3 m	3 to 9 m ²	3
4–5 m	4 to 16 m ²	4
6–8 m	5 to 24 m ²	5
> 8m	> 24 m ²	6

13. Theme book 2018

The theme book with comprehensive reports on the respective annual special show topics will be published on 1st October 2018. The theme book is also available in German and English language. See order form for prices or under www.munichshow.com. Advertising deadline: 1st August 2018.

14. Special exhibition, collectors' showcases

Providing topical special exhibitions and collectors' showcases, TMS also offers all interested parties without commercial intentions the opportunity to attract a wider audience. Museums, institutes, public mines, societies, artists and private collectors provide their works for this purpose free of charge. The exhibitors design and stock their own collectors' showcases. TMS will provide burglary/theft and transport damage insurance coverage for the exhibits featured in the special exhibition.

Exhibits intended for the special exhibition are submitted at the following times:

Submission: Thursday, 25th October 2018, 12.00 am—5.00 pm

Return: Sunday, 28th October 2018, 6.00 pm—8.00 pm

15. Security, guarding

TMS will handle the general security of the exhibition halls and the adjacent grounds, but will not accept liability for loss or damage.

Instructions issued by the security staff, in particular with regard to the obligation to wear ID, must on all accounts be followed. The exhibitors must guard their own exhibition booths and merchandise during the opening hours and during the times of setup and dismantling. The security firm can provide special guards. It is not permitted to make overnight stays in the security zone or on any area of the Munich Trade Fair Grounds.

16. Liability

The exhibitors are liable for all personal or material damage they cause, or caused by their employees, representatives or their exhibition objects and fixtures. They are obligated to fit required safety features to the devices they exhibit.

TMS will accept no liability whatsoever on any grounds, in particular for damage to and loss of the exhibition objects, the booth fixtures or for consequent damage, unless the damage was caused by gross negligence or culpable intent on the part of the legal representatives of TMS, its employees or assistants. This applies in equal measure to direct claims against the aforementioned group of persons.

TMS is therefore only liable for material and personal damage for which it can be made liable in accordance with statutory provisions. In the event that in these terms and conditions, TMS has provided for regulations as concerns restrictions on liability, exclusions of liability, limitation periods and statutes of limitations, they shall, in the event that blame lies with TMS, not apply to the violation of essential contractual obligations, intentional or grossly negligent actions and not for damages arising from injury to life, limb and health.

17. Customs and fiscal measures

Each exhibitor is responsible for their own customs and tax obligations.

18. General terms and conditions of use

The exhibitors are responsible for equipping and designing their booths. It is strictly prohibited to open the utilities fixtures or to use coloured light.

Any advertising, e.g. posters or distribution of advertising materials, is only permitted within the space leased by the exhibitor; any acoustic interference with neighbouring exhibitors must be prevented.

Bonding, painting or wallpapering of floors and the installation of dowel pins or drill holes are prohibited. Installations and fire extinguishers must be accessible at all times. Walls and fascia-boards may only be painted once they have been properly papered using woodchip wallpaper. All installations (power, water, phone, etc.) may only be made to the connection point of the booths by the firms designated by the event organiser. These firms will receive all orders as mediated and approved by the event organisers; they will bill the exhibitors directly with adherence to the specified benchmark prices.

All equipment and materials used by the exhibitors must satisfy the safety regulations. The exhibitor is liable for all damage caused by the use of unregistered connections or by connections that were not fitted by the contracted firms. The right to impose conditions on the booth design (appearance and technical) remains reserved.

In order to safeguard personal rights and copyright, there is a general ban on photographing in the halls. Furthermore, the "Technical Guidelines for the New Munich Trade Fair" and the "House Rules Munich Trade Fair" shall apply.

19. Cancellation, postponement of the event

In the event of circumstances for which TMS carries no blame or in the event of an Act of God, TMS is entitled:

- a) To close the event or to postpone or relocate the event, whereby the exhibitor is not entitled to demand discharge from the agreement or a reduction in lease price.
- b) To cancel the event before its start. In the event that cancellation must take place within the last three months to six weeks before the start, 20 % of the booth lease will be charged to cover costs; 50 % will be charged for cancellations within the last six weeks.

20. Domiciliary rights

During the setup, staging and dismantling times for the event, the event management will enforce domiciliary rights in those areas of Messe München GmbH made available to the trade fair.

21. Storage of data

The exhibitor explicitly declares consent that TMS will store, process or transmit personal data within the scope of the data protection act, provided this is necessitated for exclusively commercial reasons.

22. Limitation of claim

All contractual and statutory claims held by the exhibitor towards TMS expire after six months, unless said claims are based on intentional actions on the part of the legal representatives of TMS, their employees or assistants. The same applies to direct claims against the aforementioned group of persons. The provisions specified under item 17 remain unaffected by this. The limitation on claims starts on the first working day following the end of the event.

23. The place of fulfilment and court of jurisdiction is Munich

24. Applicable law

German law shall apply.

25. Severability clause

These terms and conditions of participation, resp. this agreement, will remain valid, even if individual provisions thereof prove void. The provision in question must be replaced with a provision that comes as close as possible to the original commercial intentions of the void provision.