

## 4. Terms of Business and Conditions of Participation ILA 2012

ILA Berlin Air Show, Sept. 11–16, 2012  
Berlin Brandenburg Airport  
Exhibition grounds

### Contents

<b>1</b>	<b>Organizers</b>	<b>11</b>	<b>Documentation, advertising, sales</b>
<b>2</b>	<b>Important dates</b>	11.1	Documentation of the event, organizers' advertising
<b>3</b>	<b>Registration, conclusion of contract, restrictions</b>	11.2	Exhibition catalogue
3.1	Registration formalities	11.3	Advertising box prices and services
3.2	Joint exhibitors	11.4	Exhibitor's advertising
3.3	Confirmation of participation	11.5	Direct sales
3.4	Integral parts of the contract	11.6	GEMA fees
3.5	Restrictions on exhibitors, exhibits, and planned display flights	<b>12</b>	<b>Technical guidelines</b>
3.6	Deviations from registration	<b>13</b>	<b>Official approvals</b>
<b>4</b>	<b>Terms of payment</b>	<b>14</b>	<b>Stand design</b>
4.1	Due dates	14.1	Appearance during the exhibition
4.2	Assignment and offsetting of claims	14.2	Contractual penalty
4.3	Objections	14.3	General information on stand equipment and installations
4.4	Lessor's lien	<b>15</b>	<b>Stand build-up and dismantling</b>
<b>5</b>	<b>Stand/area allocation</b>	15.1	Dates
5.1	Basic principles	15.2	Build-up, delivery
5.2	Reallocation of adjoining stands and exhibits	15.3	Dismantling, removal, stand clearance
5.3	Relocation, alteration, transfer of third parties	<b>16</b>	<b>Rental of chalets</b>
<b>6</b>	<b>Exhibits, industrial property rights</b>	<b>17</b>	<b>Rental and installation of containers</b>
6.1	Prohibited exhibits	<b>18</b>	<b>Security and order</b>
6.2	Removal, replacement	18.1	Security regulations
6.3	Exclusions	18.2	Barriers, fences
6.4	Industrial property rights	18.3	Admittance to the exhibition area/ passes
<b>7</b>	<b>Withdrawal from the contract</b>	18.4	Vehicle entrance to the exhibition area
7.1	Withdrawal by the exhibitor	18.5	Parking
7.2	Withdrawal by Messe Berlin GmbH	18.6	Animals
<b>8</b>	<b>Force majeure</b>	18.7	Grounds security
8.1	Exhibitors	<b>19</b>	<b>Cleaning and waste disposal</b>
8.2	Organizers	19.1	Cleaning
<b>9</b>	<b>Liability and warranty, insurance</b>	19.2	Waste disposal
9.1	Liability of Messe Berlin GmbH	<b>20</b>	<b>Catering</b>
9.2	Liability and insurance of the exhibitor	<b>21</b>	<b>Final provisions</b>
<b>10</b>	<b>Supplementary provisions for exhibitors of aircraft/participants in flight operations/scenic flights</b>	21.1	Written form
10.1	Legal basics for ILA-flight operations	21.2	German law
10.2	Additional permits and documents	21.3	Place of performance and jurisdiction
10.3	Obligations of flight operation personnel	21.4	Redemptory clause
10.4	Scenic flights from the exhibition grounds	<b>22</b>	<b>Data protection regulations</b>
10.5	Flight operations – Miscellaneous		
10.6	Landing fees (exhibits)		
10.7	Aircraft and ground handling services		
10.8	Landing and parking fees for aircraft used to transport staff and/or material		

## 1 Organizers

ILA Berlin Air Show will be held at Berlin Brandenburg Airport, Exhibition grounds, by German Aerospace Industries Association (Bundesverband der Deutschen Luft- und Raumfahrtindustrie e.V. - BDLI). Messe Berlin GmbH has been commissioned to prepare and conduct this event. Messe Berlin GmbH is the legal and commercial sponsor of this event and is entitled to assert any claims ensuing there from.

## 2 Important dates

### Duration of the event

Sept. 11–16, 2012  
ILA Berlin Air Show 2012

Sept. 11–16, 2012  
Conferences

Sept. 11–16, 2012  
ILA HeliCenter

Sept. 11–13, 2012  
International Suppliers Center

Sept. 14–15, 2012  
ILA CareerCenter

### Deadline for "Early Bird Discount"

Jan. 31, 2012  
(except for chalet rental and aircraft)

### Start of hall planning

Apr. 11, 2012

### Opening hours

#### for exhibitors

Sept. 11–16, 2012, 8 a.m.–7 p.m.

#### for trade visitors only

Sept. 11–13, 2012, 10 a.m.–6 p.m.

#### for private and trade visitors

Sept. 14–16, 2012, 10 a.m.–6 p.m.

### Build-up start

Aug. 31, 2012, 7 a.m.–8 p.m.

### Build-up end

Sept. 10, 2012, 7 a.m.–8 p.m.

### Dismantling start

Sept. 17, 2012, 7 a.m.–8 p.m.

### Dismantling end

Sept. 21, 2012, 7 a.m.–8 p.m.

### Advertising Box start

About 4 weeks before the start of the exhibition

### Advertising Box end

8 weeks prior to the ILA 2014

(Subject to change)

Stands must be furnished and completed by 6 p.m. on Sept. 10, 2012. All packing material must be removed by 12 noon on the same day, otherwise it will be removed by order of Messe Berlin GmbH at the exhibitor's expense.

## 3 Registration, conclusion of contract, restrictions

### 3.1 Registration formalities

To register for ILA 2012, exhibitors must submit registration forms ILA 1.1 to 1.12 completed in full and affixed with their legally binding signature. Receipt of the registration forms by exhibitors confers no claim to subsequent admission to the exhibition. Registration forms received by the organizers after the start of hall planning will be considered solely on a case-by-case basis as remaining space allows. The exhibitor expressly agrees that Messe Berlin GmbH may store, process or disseminate business information – including electronically processed data – as long as necessary to achieve the objectives of Messe Berlin GmbH or its affiliates, or to fulfill any other justifiable needs (See Form 1.12 Data protection regulations).

ILA exhibitors bringing aircraft in flying condition to the exhibition (for flight display, static display, or as special exhibits in the halls) must also complete the form 1.5/FB1 before the registration deadline so that a space in the static display area can be allocated and in order to ensure receipt of necessary flight operation information (e. g. for arrival and departure). For non-flyable craft, it must be ensured that the rented display area is of sufficient size to completely accommodate the exhibit (wing span/rotor blade diameter x length).

Exhibitors displaying goods subject to the provisions of the German Military Weapons Control Act (Kriegswaffenkontrollgesetz – KWKG) must list these at the latest 4 weeks before the exhibition opens separately on the form 1.11 provided in the Exhibitor's Service Folder and shall affirm that such goods will be handled in accordance with the regulations of the Federal Republic of Germany.

Any military weapons exhibited at ILA may only be used for display purposes. Following the exhibition, these goods must be removed from the exhibition grounds immediately.

Foreign exhibitors of military weapons must remove such weapons from the territory of the Federal Republic of Germany immediately after the close of the exhibition and in coordination with German customs, if required.

### 3.2 Joint exhibitors

If several exhibitors wish to combine to rent a stand they shall name an authorized representative in their registration forms to be the sole negotiator in dealings with Messe Berlin GmbH. This authorized representative shall be liable for his own faults and those of other persons on whose behalf he is authorized to act. The participating exhibitors shall be liable jointly and severally to Messe Berlin GmbH.

### 3.3 Confirmation of participation

Messe Berlin GmbH, in consultation with the BDLI, shall make the final decision on participation in ILA 2012. A rental contract between the exhibitor and the organizers shall be concluded only after a written confirmation of participation (i.e. the admission of the exhibitor and the exhibits as designated in the registration forms) has been issued.

### 3.4 Integral parts of the contract

- Registration forms 1.1 to 1.12
- Exhibitor's Service Folder
- Terms of Business and Conditions of Participation
- Flight Operation Regulations (for exhibitors of aircraft in flying condition)

### 3.5 Restrictions on exhibitors, exhibits, and planned display flights

Messe Berlin GmbH, for pertinent and justifiable reasons, completely or partially exclude individual exhibitors from participating, or restrict the event to specific groups of exhibitors, if this is deemed necessary in order to achieve the purpose of the event (cf. Section 6 on Exhibits). This is most likely to occur if incompatibility with the Military Weapons Control Act (KWKG) is discovered or if the planned flight displays do not accord with the flight display guidelines of the Federal Republic of Germany, or if it is foreseeable that the aircraft involved will not be demonstrably covered by appropriate insurance coverage.

### 3.6 Deviations from registration

If Messe Berlin GmbH accepts registration for exhibition space or exhibits under the proviso that these may be expanded,

reduced or altered, Messe Berlin GmbH shall be bound by this amended offer for a period of two weeks.

## 4 Terms of payment

### 4.1 Due dates

Down payment for the stand rental and ancillary costs must be paid by the due date specified in the down payment invoice (four weeks after admission of the exhibitor at the latest, prior to the start of the event at any rate). Payment must be made to one of the bank accounts of Messe Berlin GmbH indicated on the invoice. A final invoice will be sent after the event's end. Please indicate the invoice and customer numbers when making payments.

### 4.2 Assignment and offsetting of claims

Assignment of claims against Messe Berlin GmbH is excluded. The offsetting of claims is only permissible in the case of non-litigious or legally established counterclaims.

### 4.3 Objections

Objections to invoices can only be considered if they are lodged with Messe Berlin GmbH in writing within 14 days of the date of invoice.

### 4.4 Lessor's lien

In order to secure its claims, Messe Berlin GmbH may exercise its lessor's lien and may sell, following written notification of its intentions, any items it holds as security by private sale. Messe Berlin GmbH shall only be liable for damage to the items retained as security in the event of wilful intent or gross negligence.

## 5 Stand/area allocation

### 5.1 Basic principles

In allocating display locations, Messe Berlin GmbH considers the subject matter and organizational layout of the particular event and the facilities available. Requests for particular stands or display areas will be honored where possible. Each exhibitor is obliged to find out for himself such details as the location and the precise dimensions of the assigned stand and what installations, etc. are included as well as details concerning the surface conditions in the outdoor display area.

### 5.2 Reallocation of adjoining stands and exhibits

At the start of the event, the location of other stands and exhibits may have changed from the time of acceptance.

This does not imply any rights to claims for compensation.

### 5.3 Relocation, alteration, transfer of third parties

Should Messe Berlin GmbH wish to make any alterations to previously allocated stand areas (e. g. structural changes, new installations, rearrangement of aircraft made necessary by safety or flight operations requirements, etc.), the affected exhibitors will be notified in due time. Such notification may be made after alterations have been made if these are necessary to prevent imminent hazards. Relocation may occur if justified by urgent and pertinent grounds. In such a case, every attempt will be made to allocate a new location of equal value. Affected exhibitors may withdraw their registration within one week of receiving notification of relocation. No claims for damages exist for either party.

Exchange of the allocated stand with another exhibitor, or the partial or complete transfer of the stand to third parties, is not permitted unless an agreement to this effect has been made with Messe Berlin GmbH.

## 6 Exhibits, industrial property rights

### 6.1 Prohibited exhibits

Combat weapons, ammunition, explosives, radioactive material or external tanks containing fuel or an air-fuel mixture may not be displayed or transported either on the exhibition areas or on flights entering or departing from the exhibition grounds.

### 6.2 Removal, replacement

Only the agreed exhibits may be displayed. They may not be removed by exhibitors before the conclusion of ILA. Messe Berlin GmbH shall be justified in preventing the removal of such displays. Exhibits may only be supplemented or replaced if approved in writing by Messe Berlin GmbH. Any such additions or replacements must be made within the hour before or the hour after the daily opening times.

### 6.3 Exclusions

Messe Berlin GmbH may insist that exhibits be removed if they were not included in the stand rental agreement, if they constitute an annoyance or hazard, or if they are not compatible with the objectives of the event. If the exhibitor fails to comply with this demand, Messe Berlin GmbH will itself remove the exhibits, taking legal steps if necessary, at the exhibitor's expense.

### 6.4 Industrial property rights

Copyrights and other rights of protection of

industrial property for the exhibits must be obtained by the exhibitors themselves.

## 7 Withdrawal from the contract

### 7.1 Withdrawal by the exhibitor

If an exhibitor withdraws from the contract without having any legal reason for so doing, or does not take part in the exhibition, the rental charge is payable in full. Costs incurred by exhibition organizers on behalf of the exhibitor shall be reimbursed by the exhibitor.

If an exhibitor cancels his participation in an event, and if another lessee can be found for the location, Messe Berlin GmbH shall retain a claim, amounting to 25% of the invoiced stand rental charge, against the initial lessee to cover costs. If no new lessee can be found, due to time constraints, for instance, the exhibitor shall pay 100% of the rental charge. If Messe Berlin GmbH is successful in finding a new exhibitor to rent the abandoned space, but the overall space rented is reduced due to the original exhibitor's withdrawal, the original exhibitor must still pay the full rental charge agreed. The onus is on the exhibitor to prove that such costs were not incurred by Messe Berlin GmbH or were not incurred to this amount. Messe Berlin GmbH reserves the right to assert further claims.

### 7.2 Withdrawal by Messe Berlin GmbH

Messe Berlin GmbH is entitled to withdraw from the contract under the following circumstances:

- a) If full payment for the rental has not been received at the latest by the date stated in the for order confirmation and invoice for stand rental, and if the exhibitor fails to pay even after having been granted an extension. Messe Berlin GmbH is entitled, but not obliged, to make the rented space available to others as it sees fit.
- b) If the exhibitor repeatedly defies safety, order and flight operation instructions and requirements, or acts in violation of house rules or in an unethical manner, and fails to refrain from such conduct even after receiving a warning.
- c) If the person of the registered exhibitor no longer satisfies the requirements for acceptance, or if Messe Berlin GmbH becomes subsequently aware of reasons which, had they been known in time, would have justified refusing admission to the exhibitor. This applies in particular if bankruptcy or settlement proceedings have been instituted, or if the exhibitor has become insolvent. The exhibitor shall notify Messe Berlin GmbH immediately of such situations.

- d) If an exhibitor participating in flight operations fails to submit proof of insurance and refuses to pay for the cost of subsequent insurance by Messe Berlin GmbH.
- e) If the stand is not obviously occupied in due time, i.e., at least 24 hours before the official opening of the exhibition.
- f) If items other than those listed in the Product Group Index are displayed. The right to demand full payment shall remain unaffected.

In the cases mentioned above, Messe Berlin GmbH may assert claims for damages. Section 7.1 shall apply mutatis mutandis.

## 8 Force majeure

### 8.1 Exhibitors

If the exhibitor is prevented from participating in the event for reasons which are on the exhibitor's side, the stand rental charge shall be reduced by half. The provisions of Section 7.1 shall apply mutatis mutandis.

### 8.2 Organizers

- a) Cancellation of the event  
If Messe Berlin GmbH is unable to hold the event for reasons beyond its control or that of the exhibitor, claims for the stand rental charge shall become invalid. However, Messe Berlin GmbH may invoice the exhibitor for the cost of any work commissioned by the exhibitor, unless the exhibitor can prove that the results of the work are irrelevant to him.
- b) Replacement of the event  
If Messe Berlin GmbH is able to hold the event at a later date, exhibitors shall be notified immediately. Exhibitors are entitled to cancel their participation in this rescheduled event within one week of receipt of this notification. In such cases, stand rental charges will not be payable to Messe Berlin GmbH.
- c) Event in progress  
If, for reasons of force majeure, Messe Berlin GmbH is obliged to shorten or cancel an event that is already in progress or to limit flight demonstrations, exhibitors shall not be entitled to claim reimbursement, nor shall they be exempt from the obligation to pay the stand rental charge.

## 9 Liability and warranty, insurance

### 9.1 Liability of Messe Berlin GmbH

Unless otherwise explicitly stated, the Messe Berlin GmbH shall only assume liability under the circumstances described in 9.1.1.

9.1.1 Messe Berlin GmbH shall assume unlimited liability for damage caused wilfully or by gross negligence by the Messe Berlin

GmbH, its legal representatives and/or its management.

Messe Berlin GmbH shall assume liability on its merits for damage caused by gross negligence by vicarious agents. In terms of amount liability is limited to damage which could typically be expected to occur under contracts of the type in hand.

The Messe Berlin GmbH shall assume liability on its merits for any infringement of substantial contractual obligations. Substantial contractual obligations are obligations the adherence to which is of particular importance to the attainment of the object of the contract (cardinal obligations). In the case of an infringement of a cardinal obligation – and insofar as the case is not covered by paragraph 9.1.1 – liability in terms of amount is limited to damage which could typically be expected to occur under contracts of the type in hand.

Liability limitations as per 9.1.1, Paragraphs 2 and 3 do not apply to liability for the absence of warranted qualities, liability according to product liability laws or liability in the case of death, bodily injury or injury to health.

Messe Berlin GmbH shall not assume absolute liability for any initial defects displayed by rented items.

9.1.2 Spatial, organizational and temporal limits as well as climatic conditions and conditions for approval may lead to undesired limitations to flight operations related to the exhibition. Normal airport operations (scheduled traffic, charter traffic, general aviation) shall continue during the exhibition without giving general priority to the exhibition. Messe Berlin GmbH therefore offers no guarantee that flight operations will be possible. The participating aviation authorities, particularly Deutsche Flugsicherung (German air traffic control) and other regulatory aviation authorities, as well as Deutscher Wetterdienst (German weather service), are, in the fulfilment of their capacities, not employees or vicarious agents of Messe Berlin GmbH. This is also true for all other agents of public authority as well as for Flughafen Berlin-Schoenefeld GmbH, the future Berlin Brandenburg Airport BBI, insofar as this company acts, or is obliged to act, as the airport operator. Messe Berlin GmbH assumes no responsibility, guaranty or liability in this respect. Other exhibition participants and visitors and other users of the airport and its surrounding air space are likewise neither employees nor vicarious agents of Messe Berlin GmbH. Messe Berlin GmbH therefore assumes no responsibility, guaranty or liability in this respect.

Insofar as Messe Berlin GmbH assigns alternate airfields or emergency alternates, or indicates further options for take-off and landing, it assumes no responsibility, guaranty or liability for flight operations at said sites. Exhibitors are informed that Messe Berlin GmbH cannot and will not release itself from liability in its relations to third parties, specifically visitors. Insofar as Messe Berlin GmbH offers or brokers services by third parties, it assumes no responsibility, guaranty or liability. This also applies to connecting flights and shuttle services.

Messe Berlin GmbH makes explicit notice that it can offer no guaranty for the preconditions and execution of aircraft handling. In particular participants have to make sure that tow bars, ground engineering equipment, and fuels and lubricants required for their aircraft are available.

### 9.2 Liability and insurance of the exhibitor

The liability of exhibitors, unless otherwise arranged, shall be governed by general rules. We recommend that exhibitors obtain adequate insurance.

Aircraft involved in ILA must carry third-party liability insurance or state liability coverage. Coverage must at least amount to the sums quoted in Article 37 of the German Air Traffic Act (LuftVG). Currently, minimum coverage is:

MTOW in kg	DS in Special Drawing Rights (SZR) nach EU-VO 785
0–499	750.000
500–999	1.500.000
1.000–2.699	3.000.000
2.700–5.999	7.000.000
6.000–11.999	18.000.000
12.000–24.999	80.000.000
25.000–49.999	150.000.000
50.000–199.999	300.000.000
200.000–499.999	500.000.000
500.000–	700.000.000

The weight is understood as being the maximum allowable take-off weight for the aircraft.

When insured in foreign currency, insurance coverage for foreign participants shall be calculated according to the official middle rate of the previous working day. Should the guidelines quoted at 10.1 b) require a higher third-party liability insurance coverage for the event, the participant shall be obliged to hold insurance coverage to this amount.

The party held liable for damages under Article 33 of the German Air Traffic Act (LuftVG) shall be liable to injured parties to this higher amount, even where these damages exceed the amounts stipulated in Article 37 of the LuftVG. This allows injured parties to benefit above the legally established liability limits via contracts for the benefit of third parties; the figures in Article 37, Para. 2–4 of the LuftVG shall apply *mutatis mutandis*. All further legal liability shall be unaffected, particularly that governed by Articles 44 ff and 53 ff of the LuftVG, but also under the laws prevailing in the aircraft's country of origin and under international regulations.

Confirmation of insurance or liability coverage to the amount stipulated in these Terms, showing that the aircraft is insured for the duration of ILA or for the day or days when it is to be used, is required in the original as shown in form 1.5/FB1 for any flight operations related to ILA (including display and acceptance flights) as well as for static display of aircraft. This confirmation must be submitted before the display and acceptance flight or, in exceptional cases, before the ILA-related flight, or before an exhibit is presented at its stand to the public. The period for rehearsal flights, maintenance test flights and acceptance flights at Berlin Brandenburg Airport, Exhibition grounds, must be included in this insurance or state liability coverage.

In principle, insurance or liability confirmation cannot be accepted in the form of a photocopy, facsimile or other reproductions. Should proof of insurance coverage and liability protection not be rendered in due time and form, Messe Berlin GmbH reserves the right – without assuming any obligations – to take out insurance coverage in the required amount, in its own name and for the account of the participant, with a German third-party liability insurer belonging to the Deutscher Luftpool. Messe Berlin GmbH or its agents shall be entitled to make the participation in ILA flight operations dependent on the reimbursement of the costs of such insurance coverage.

## 10 Supplementary provisions for exhibitors of aircraft/participants in flight operations/scenic flights

Insofar as the event has an aeronautic character, the exhibitors, the flight personnel, the airfield operators and the aviation authorities shall take primary responsibility, above and beyond that of Messe Berlin GmbH. The following provisions take special account of the reduced liability of Messe Berlin GmbH; on the other hand, exhibitors and other participants need to be involved

as closely as possible in the requirements governing safety and order. The top priority with respect to ILA flight operations is the preservation of public safety and order. Exhibitors and those in their employ are not relieved of responsibility for flight operations safety merely through their observation of the regulations and instructions.

As far as the use of aircraft is concerned, the valid flight operations regulations, event permit and imperative provisions of air law shall take precedence. All regulations named and otherwise mentioned in these Terms of Business and Conditions of Participation can be consulted as of the start of the exhibition in the Central Coordinating Office (ZEKO) and are available in writing on request. Official aviation regulations are an integral part of these Terms of Business and Conditions of Participation and hence of the contract, effective as of their availability and their time of display in the Pilot Briefing Room and in the ZEKO.

For the purpose of these contractual provisions, aircraft shall include airplanes, rotary-wing craft, airships, gliders, powered gliders, free and tethered balloons, kites, parachutes, model aircraft, air sports equipment and other equipment intended for the use of air space, specifically to include spacecraft, rockets and similar missiles (Article 1 II, Air Traffic Act/LuftVG).

The "operation of aircraft" at the exhibition is understood within the same sense as used by German air traffic regulations, particularly Article 33 of the LuftVG.

Exhibitors and their personnel are required by Messe Berlin GmbH to adhere strictly to the flight regulations and to comply with the orders and instructions issued by the responsible authorities stemming from the said flight regulations.

**10.1 Legal basics for ILA-flight operations**  
Specifically, these include the following regulations (in no particular order; list is not exhaustive):

- a) The Air Traffic Act (LuftVG) and the regulations issued on its basis, particularly the Air Traffic Regulations (LuftVO), Air Traffic Licensing Regulations (LuftVZO), Air Traffic Personnel Regulations (LuftPersV) and Aircraft Operations Regulations (LuftBO), as well as their pursuant administrative directives; the general guidelines for the operation of manned aircraft not requiring licensing in the Federal Republic of Germany shall particularly be observed when operating hang gliders, gliders and microlight aircraft. The import, transport and display of weapons which can be used to conduct war are

governed by the Military Weapons Control Act (KWKG) and require permits.

- b) The directives issued by the German aviation authorities for the licensing of flight displays at civil aeronautics exhibitions in their valid versions and similar regulations or directives put into effect by communities of nations of which the Federal Republic of Germany is a member, or by an international aeronautics organization in agreement with the German aeronautic authorities.
- c) Regulations on emissions of pollutants and on environmental protection, particularly on noise abatement.
- d) The current ILA flight operations regulations, with appendices.
- e) The special regulations on the use of air space and the airport issued in conjunction with the event.
- f) The airport operator's rules for airport use.

## 10.2 Additional permits and documents

These furthermore include (in no particular order, list is not exhaustive):

- a) Orders and instructions issued by air traffic authorities and other official bodies with jurisdiction in the prevention of danger to public safety, and by Berlin Brandenburg Airport, Exhibition grounds, in its capacity as an airport operator.
- b) Permits, including their associated stipulations, particularly the aerospace exhibition permit issued to Messe Berlin GmbH.
- c) Instructions from the flight director or his deputy, appointed by Messe Berlin GmbH.

Flight demonstrations shall not be allowed without written permission from the flight director or his deputy. Instructions from the aviation authorities shall remain unaffected.

## 10.3 Obligations of flight operation personnel

Personnel participating in flight operations shall have the following obligations:

- a) Operating permits (flight permit, preliminary flight permit), insurance documents, noise rating certificates, to the extent required by Article 11 c of the LuftVO, as well as the permits (licenses) of the responsible aircraft pilots shall be produced on the request of Messe Berlin GmbH appointees; those specifically empowered to make such inspections is the flight director appointed by Messe Berlin GmbH.
- b) Aircraft pilots are required to obtain the necessary permits from the competent aviation authorities, particularly from air traffic control, insofar as these are not

already covered by the aviation exhibition permit, specifically permits for special use of air space as defined in Articles 15 and 16 of the LuftVO and Article 31, No.-16 of the LuftVG.

#### **10.4 Scenic flights from the exhibition grounds**

It is not permitted to offer or undertake, either commercially or privately, scenic flights from the exhibition grounds due to the expected increased levels of airport traffic and simultaneous airshow traffic. Exceptions will only be made in the case of legitimate interest and in direct coordination with the flight directorate and if a scenic flight licence has been attained.

#### **10.5 Flight operations – Miscellaneous**

All issues of flight operations must be coordinated on the basis of the flight operations regulations with the Central Coordinating Office (ZEKO), which is responsible for flight planning, consulting, coordination and technical support of exhibition flight operations as well as for compiling the flight demonstration program on the exhibition grounds. It is especially imperative that all flights to and from the ILA grounds be coordinated with the ZEKO through the allocation of ILA slot numbers.

#### **10.6 Landing fees (exhibits)**

A landing fee will be charged by the organizer for every landing made by an aircraft registered as an exhibit with a MTOW of 5,7 t and more.

#### **10.7 Aircraft and ground handling services**

All ground handling services normally offered by an airport (towing, stairs, etc.) will be invoiced to the exhibitor/ordering party in accordance with of the published list of prices and fees at a later time.

#### **10.8 Landing and parking fees for aircraft used to transport staff and/or material**

The exhibitor/ordering party will be invoiced in accordance with of the published list of prices and fees at a later time for all landings of aircraft which the exhibitor uses to transport staff and/or material but which are not registered as exhibits.

### **11 Documentation, advertising, sales**

#### **11.1 Documentation of the event, organizers' advertising**

Messe Berlin GmbH is entitled to arrange for photographs, drawings, films or video recordings of events at the fair, and of structures, stands, exhibits and persons present, and to use these for advertising or press

releases. No objections to this may be raised by the exhibitors for any reason. This also applies to recordings made by the press or television crews with the approval of Messe Berlin GmbH. Exhibitors agree to waive all claims based on copyright infringement.

#### **11.2 Exhibition catalogues**

Free copies of the exhibition catalogue will be provided to exhibitors in relation to their extent of participation as follows:

Exhibitors set up in the halls whose rented space covers

– 40 m<sup>2</sup> or less 1 free catalogue

– 100 m<sup>2</sup> or less 2 free catalogues

– over 100 m<sup>2</sup> 3 free catalogues

– for each chalet unit rented 2 free catalogues

Exhibitors set up outdoors

– exhibitors who will be displaying up to two aircrafts 1 free catalogue

– exhibitors who will be displaying three and more aircrafts 2 free catalogues

The allotted free copies of the exhibition catalogue should be collected from Exhibitor Service.

#### **11.3 Advertising box prices and services**

With the advertising box, the Messe Berlin GmbH is offering its exhibitors a package of selected marketing tools with which fair participation and presentation within the market can be optimized. The costs are mandatory for all main exhibitors and in the form of a lump-sum dependent upon stand size. Detailed descriptions of the services offered by each box are given in section 2. ILA Advertising Box. Aircraft with an MTOW of less than 5.7 t are exempted from this obligatory advertising box.

#### **11.4 Exhibitor's advertising**

Advertising by means of loudspeakers, slides or films, or the inclusion of performances or shows require the written approval of Messe Berlin GmbH. Written approval must also be obtained for the use of other equipment and installations intended to enhance the impact of advertising either optically or acoustically. Advertising of a political nature is strictly prohibited.

The exhibitor is aware that a running commentary or sound track will be broadcast via the grounds' public address system during flight demonstrations. The exhibitor waives all rights to raise objections on the grounds that such broadcasting is detrimental to the exhibitor's own advertising, even if said advertising was approved in principle by Messe Berlin GmbH.

Photographs or drawings for commercial purposes may only be made with the express approval of Messe Berlin GmbH. Apart from photographers approved by the Messe Ber-

lin GmbH and holding the appropriate pass, only the photographers of the exhibiting company are granted permits for taking photographs. The relevant applications (including for night work) should be submitted to Messe Berlin GmbH no later than one week prior to the start of the event.

Entering neighboring stands is only allowed with the permission of the relevant stand owners. Press photographers holding the appropriate pass do not require special approval from Messe Berlin GmbH in order to take photographs within the halls and in the marked public viewing area during the hours that the event is open.

Advertising of any kind is only allowed on the stand if it refers to the exhibitor's own company and the products on display. Advertising on behalf of other companies is not permitted, and in particular no advertising on behalf of manufacturers' clients is permitted. The display or distribution of printed advertising material or samples is not permitted outside the rented stand, neither may any writing be affixed to the walls of the halls. This also applies analogously to the distribution of printed advertising on cups or cans for drinks, on gas-filled balloons or similar items. Any unauthorized advertising will be removed by exhibition management at the exhibitor's expense. Should such advertising material be moved to the flight operations area by wind or any other influence or action, the originator shall be liable for any pertinent damage and bear the extra cost for cleaning/removal.

Exhibitors are also liable for infringements of these regulations by their co-exhibitors or by other companies represented on the stand.

External lettering on the stand may only consist of the company name, company logo or manufacturer's emblem.

All advertising, including that for third parties, is prohibited within a specified restricted area outside the exhibition grounds.

Dealers' presentation, press conferences and similar events in the vicinity of the stand are only possible outside the official opening hours of the exhibition, provided that such events have been registered with Messe Berlin GmbH and official approval has been issued in writing. The cost of additional security (e.g. security staff, etc.) must be borne by the exhibitor.

### 11.5 Direct sales

Direct sales of small goods, magazines, books, model aircraft, etc. must obtain written permit from Messe Berlin GmbH which is chargeable at a fixed price of 300.00 EUR (+ VAT).

### 11.6 GEMA fees

A GEMA license must be obtained for the public performance or reproduction of copyrighted music by sound media or audiovisual media, and for musical performances. Applications are found in the Exhibitor's Service Folder.

## 12 Technical guidelines

Together with the confirmation of stand allocation, exhibitors will receive a copy of the Technical Guidelines as part of the Exhibitor's Service Folder. These guidelines contain explanations of the statutory construction and fire safety regulations and the regulations of Messe Berlin GmbH. They form an integral part of these Terms of Business and Conditions of Participation. The Exhibitor's Service Folder contains two copies of the Technical Guidelines. It is the responsibility of the exhibitor to ensure that one copy is provided to his stand construction contractor.

### 13 Official approvals

In the case of typical, ground-level stands in the halls with a height of up to 2.5 m and an area of  $\leq 200 \text{ m}^2$ , it is not necessary to submit for approval, provided the Technical Guidelines are complied with. On request, Messe Berlin GmbH will examine and approve stand structural plans (submitted in duplicate).

Permits are required for all other stand structures, special installations and designs, particularly those in the outdoor area. Special structural elements, structures of one or more stories, structures built above visitor traffic areas, platforms to be walked on, raised passages, viewing stands and outdoor structures, Messe Berlin GmbH must receive, eight weeks before set-up is to begin, structural drawings for the display stand, design drawings, and two copies of the structural analysis, done in German and according to German standards, signed by the structure's owner and including budget data to the completion of the stand framework. For tents, viewing stands, etc., which by law must be tested, a valid testing book must be submitted before construction work begins. Structural analyses and the testing book will be forwarded, on behalf of and at the

expense of the lessee, to the construction supervisory authority, who will arrange the test. It is imperative for outdoor structures that the airport's no-construction zone be respected at all times.

Only after all the above-mentioned drawings have been approved can work begin on the proposed stand.

Further details are contained in the Exhibitor's Service Folder.

Official approval must be obtained by the exhibitor for structures or performances which go beyond the scope of the Technical Guidelines or the normal scope of the event.

## 14 Stand design

### 14.1 Appearance during the exhibition

The exhibition stand must be in visual harmony with the exhibition. Messe Berlin GmbH reserves the right to prohibit the construction of inappropriate or inadequately designed stands. The stand must be properly equipped and occupied by suitable professionals during official opening hours for the entire duration of the exhibition. Tarpaulins must be removed from the aircraft on display.

No stands may be vacated before the end of the exhibition. During the exhibition the exhibits may neither be covered nor removed without the approval of exhibition management.

### 14.2 Contractual penalty

If the exhibitor is culpable of contravening the above regulations, and if warnings are not heeded, Messe Berlin GmbH may impose a contractual penalty of 500.00 EUR per day.

### 14.3 General information on stand equipment and installations

The general basic configuration of the hall tenors shall be the responsibility of Messe Berlin GmbH. Back and partitioning walls 2.5 m in height shall only be erected on special request (exclusiv shell scheme stands).

The exhibitor shall be responsible for repairing damage to walls, floors, wiring, etc. All other set-up work may be done at the discretion of the exhibitor; the stand must, however, conform visually to the overall appearance of the hall. A stand may not be closed off from public-access areas. Stand design and exhibit displays must provide for open communication with customers.

Set-up and outfitting of the stands must be approved in writing by exhibition management, which reserves the right to

reject defective work or remove or modify unauthorized additions and the like at the exhibitor's expense. Stand lighting and illumination may not represent a nuisance to visitors or to neighboring stands.

Electricity, water, telephone and other services are provided on a regular basis by suppliers approved by Messe Berlin GmbH. Procedural details are contained in the Exhibitor's Service Folder. Within the outdoor display area, the individual supply with electricity and water can only be assured if the regular registration deadline is respected. **Water is not available at all locations in the outdoor area. Please contact the technical department as early as possible to check if water is available.** Water required for washing and cooking food or for cleaning utensils which come in direct contact with food may only be taken from hygienic water taps. It is prohibited to take water from the rest rooms.

Stands and constructions in the outdoor display must be designed and insured so that they do not represent a danger to other stands, exhibits or persons in the case of stormy weather (thunderstorms, hail, etc.). Please take notice of the related data sheet in the Exhibitor's Service Folder. Electrical installations within the stand area may be installed by electricians from the exhibitor's company, if desired. In such case, the work must be inspected by a licensed electrical company. Exhibition management shall not be liable for losses or damages resulting from power supply failures.

On request, exhibitors may receive the names of companies who can perform services which go beyond those described in the Exhibitor's Service Folder.

## 15 Stand build-up and dismantling

### 15.1 Dates

Build-up and dismantling times are found in Section 2 of Terms of Business and Conditions of Participation. Please note different build-up and dismantling schedules if appropriate. The delivery procedures within the exhibition area are given in the "Transport guide" leaflet. It will be forwarded in duplicate to the exhibitors about 4 weeks before the event. It is the responsibility of the exhibitor to forward this to his stand builder.

### 15.2 Build-up, delivery

Delivery of exhibits and stand build-up work shall be done at the exhibitor's own risk and expense. To ensure that this work is carried out efficiently, we recommend contracting the services of the carriers listed in the Exhibitor's Service Folder.

Exhibitors are required, three days before the start of the exhibition, to clear the display areas and outdoor traffic routes of all items not registered and approved for these areas. All aisles in the halls must be cleared at least one day before the start of the exhibition. If these requirements are not fulfilled, Messe Berlin GmbH reserves the right to clear these areas at the expense and risk of the exhibitor, and to store such items as required. No contract of deposit shall come into effect as a result. Claims for damages against Messe Berlin GmbH are excluded. Flight operations and pedestrian traffic areas must likewise be kept clear of exhibits.

### 15.3 Dismantling, removal, stand clearance

Exhibitors shall dismantle and clear their stands and remove their exhibits at their own expense and risk. To ensure that this work is carried out efficiently, we recommend contacting the services of the carriers mentioned above.

After the period allowed for dismantling has elapsed, Messe Berlin GmbH is entitled to remove or dispose of exhibits, stand materials, packing materials and refuse – or to arrange for this work to be carried out – at the exhibitor's expense.

For this purpose flight operations areas, display areas and taxiways are to be kept clear until 24 hours after the close of the event. In this respect Messe Berlin GmbH accepts no liability for loss of or damage to exhibits, except in cases of wilful intent or gross negligence. Messe Berlin GmbH is entitled to impose liens for the costs incurred.

The liability of the exhibitor to Messe Berlin GmbH covers the return of the rented area, swept clean, at the stated time, irrespective of whether the exhibitor or a third party is responsible for the dismantling work.

If any remaining charges are not paid by the last exhibition day exhibition management is entitled to seize the exhibitor's items and use these as security against his outstanding debts. Exhibition management may sell these items and use the proceeds to cover exhibitor debts.

### 16 Rental of chalets

Rental of chalets is possible using form 1.3. Chalets meets the technical standard as described in the chalet brochure. **All constructional details for the chalets including curtaining/covering constructions must be handed into the technical department of Messe Berlin GmbH at the latest 6 weeks before the start of the exhibition.** After the event the chalets have to be returned in the initial conditions. Any damage caused is at the expense of the exhibitor. 10% Early Bird is not applicable for chalets.

### 17 Rental and installation of containers

Should an exhibitor for whatever purpose require standard containers, he has to order them in time (order form in the Exhibitor's Service Folder).

The exhibitor is responsible for cleaning the containers and the waste removal within a vicinity of 5 m around the containers. He can also have this service performed by the official service provider of Messe Berlin GmbH (order form in the Exhibitor's Service Folder).

### 18 Security and order

#### 18.1 Security regulations

In collaboration with the competent public authorities and agencies, security regulations were compiled which may be examined in their entirety only on request. Provisions of these ILA Security Regulations which are of importance to exhibitors are reproduced in the Exhibitor's Service Folder, in particular the Security Notes in German and English. The exhibitor is obliged to ensure that personnel in his employ have read the "ILA Security Notes for Exhibitors and Security Staff" and that a copy is displayed in full view within his stand area. The exhibitor must furthermore ensure that his employees are familiar with their hall and stand numbers with emergency escape routes and with the location of the nearest fire extinguisher/fire alarm box, and that they can instruct others as to the location of the nearest first-aid station on the grounds.

For quick reactions in case of security problems Messe Berlin GmbH operates a security center on the ILA grounds and during the event the Brandenburg State Interior Ministry maintains operations control centers for emergency services and the police.

### 18.2 Barriers, fences

Messe Berlin GmbH commits itself only to securing, by means of strong fences, the exhibition grounds at the external borders and between the grounds and the airport flight operations area. Within the borders of the exhibition grounds, Messe Berlin GmbH plans to set up only a light barrier to mark off viewer areas.

If an exhibitor, for any reason whatsoever, wishes to have his exhibits securely fenced off he should submit his request using the relevant order form in the Exhibitor's Service Folder.

### 18.3 Admittance to exhibition area/ passes

Admittance to the exhibition grounds is only permitted for ticket holders and holders of personal passes.

These passes are issued in the names of the holders and must be filled in fully and correctly by the holders. They are not transferable and are only valid in conjunction with an official identity card or passport. Any misuse of these passes will result in confiscation without replacement. In the case of joint displays the passes requested will only be issued to the exhibitor acting as authorized representative.

Exhibitors may receive the following number of free passes:

For each aircraft on display 3 passes

Rental space up to 20 m<sup>2</sup> 3 passes

For each 10 m<sup>2</sup>

space or fraction thereof 1 pass

Additional exhibitors passes are available for a fee from the Official Service Provider of Messe Berlin GmbH.

The exhibiting firm in whose name the pass has been issued is responsible for any misuse by its employees.

Holders of official passes may enter the grounds two hours before the exhibition opens. All exhibitors and their personnel must vacate their stands and remove all from the grounds no later than one hour after the official closing time of the exhibition.

Exhibitors' passes are also valid during the set-up and dismantling periods.

Exhibitor passes do not allow access to the flight operations areas or other areas belonging to the airport. Only flight and maintenance staff with special passes are entitled to enter and drive on these areas. Upon presentation of a name list (form in the Exhibitor's Service Folder) all exhibitors will be provided free of charge with workers' passes for ancillary staff employed during set-up and dismantling. These

passes are only valid during the set-up and dismantling periods and do not entitle the holders to enter the exhibition grounds while the event is in progress.

#### **18.4 Vehicle entrance to the exhibition area**

Entering the exhibition grounds by vehicle is, as a rule, only permitted for holders of a special pass.

Vehicles without entry or parking permits may not enter the inner grounds while the event is in progress.

#### **18.5 Parking**

Parking facilities within the exhibition grounds are subject to a fee and are only available in limited numbers. Exhibitor requests for parking spots will be considered according to availability; there is, however, no absolute right to a particular parking spot on the exhibition grounds. Parking outside of the marked parking spots is not permitted.

#### **18.6 Animals**

No animals whatsoever may be brought onto the exhibition grounds.

#### **18.7 Grounds security**

The exhibitor is responsible for the security of his own stand. We recommend suitable insurance to protect against damages. Valuable, easily removable items should be stored in a locked container at night. The exhibition grounds are closed overnight and guarded by staff responsible to Messe Berlin GmbH. Should additional stand guards be required, they must be ordered from the official Messe Berlin GmbH security company (order forms are in the Exhibitor's Service Folder).

#### **Important notice:**

**During the night a section of the outdoor area is declared a military security zone and guarded by armed personnel and by dog handlers.**

**The exhibitor is responsible for the security of his own aircraft.**

### **19 Cleaning and waste disposal**

#### **19.1 Cleaning**

Exhibitors are responsible for cleaning their stands (exclusiv shell scheme stands). This work must be completed each day before the event opens.

If the exhibitor does not employ his own staff for stand cleaning, the Official Service provider of Messe Berlin GmbH (Order form

in the Exhibitor's Service Folder) shall be appointed to carry out this work.

#### **19.2 Waste disposal**

Waste disposal shall be performed at the expense of the exhibitor. This includes the removal of refuse, within the set time limits, during and after stand set-up and dismantling. The exhibitor commits himself to performing all work in an environmentally safe manner.

The exhibitor must observe the Environmental Guidelines contained in the Exhibitor's Service Folder.

### **20 Catering**

All catering is the responsibility of the Official Service Provider of Messe Berlin GmbH (order form in the Exhibitor's Service Folder).

### **21 Final provisions**

#### **21.1 Written form**

Any deviations from the contents of this contract, as well as ancillary agreements, shall only be legally binding if they have been confirmed by Messe Berlin GmbH in writing.

#### **21.2 German law**

The mutual rights and obligations arising from this contractual agreement and as a result of this agreement are subject to the laws of the Federal Republic of Germany.

#### **21.3 Place of performance and jurisdiction**

Place of fulfillment is Berlin-Schönefeld. If the defendant is a businessman or a legal entity in the public domain, or if the defendant has no general place of jurisdiction within Germany, the place of jurisdiction is Berlin or the defendant's own place of jurisdiction.

#### **21.4 Redemptory clause**

If any provisions of these terms of business become invalid, the validity of the other provisions remains unaffected. The invalid provision shall be amended in such a way as to fulfil the intended purpose.

### **22 Data protection regulations**

We collect, use and process your personal data as the basis for, and for implementing and processing your contractual arrangements with Messe Berlin GmbH, and for market research purposes. This data includes the company name and the name of the contact person, the street and

building number, post code and town, the country, telephone and fax number and email address. These details ensure your participation in the trade fair.

To enable us to meet our contractual obligations we pass on some of your data to subsidiaries of Messe Berlin and to partner firms, which we have appointed to process the personal data. These basic services include, for example, accounting, stand construction, the basic entry in the catalogue and in the Virtual Market Place®.

Provided that you have given us your consent we also pass your data on to other companies in our group and to official partner companies, to enable them to offer you their own additional services, for example special entries in the catalogue and in the Virtual Market Place®, special stand construction services, catering, logistics etc., as well as to the official foreign representatives of Messe Berlin GmbH and its partner companies abroad.