SPACE RENTAL
and Stand Construction
Application Form

Messe München International

IMAG fairs around the world

1

Project-No: 401810

Beginning of allocation

15 July 2010

CONSTROI ANGOLA

Constroi Angola 2010

Exhibition for Building Material and Construction Equipment

14 – 17 October 2010
Filda Int'l Exhibition Centre, Luanda / Angola

Please fill-in pages 1, 2 and 3 and return to IMAG. Pages 4 and 5 are for your records.

In recognition of the enclosed "General Terms of Participation", the "Special Terms & Conditions" we are hereby filling in a legally binding registration form for the participation at a.m. event. We agree in electronical data capture of company details. Please find the legally binding terms and conditions also under www.imag.de

Exhibitor

Company

Street / P.O.Box

Country / City / Postal Code

Managing Director

Contact

Tel. with Area Code

Fax

Email

Internet

Billing Address: same as "Exhibitor" ☐ or

Company

Street / P.O.Box

Country / City / Postal Code

Managing Director

Contact

Tel. with Area Code

Fax

Email

Internet

The exhibitor remains liable for payment, even when the invoice is sent to a separate billing address.

Space Rental

Indoor Raw Space (min space 12 sqm)

Indoor raw space without stand construction can only be rented with a minimum space of 24 sqm.

EUR 220,- / sqm x _____ sqm = EUR _____

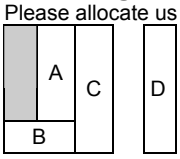
Indoor Space inclusive Stand Package

Stand package can only be rented with a minimum space of 12 sqm. Stand package equipment please see page 2.

EUR 280,- / sqm x _____ sqm = EUR _____

Surcharge Indoor Space

Please allocate us the following stand type (subject to availability and approval):



Type A:	Standard Stand	(1-open side)	no surcharge	☐
Type B:	Corner Stand	(2-open sides)	+ 10 %	☐
Type C:	Peninsula Stand	(3-open sides)	+ 15 %	☐
Type D:	Island Stand	(4-open sides)	+ 20 %	☐

= EUR _____

Outdoor Raw Space

Outdoor raw space can only be rented with a minimum space of 50 sqm

EUR 60,- / sqm x _____ sqm = EUR _____

Registration Fee

Please see point 3 of the Special Terms and Conditions. = EUR **250,-**

ATTENDANCE FEE TOTAL EUR _____

IMAG - Internationaler Messe- und Ausstellungsdienst GmbH
P.O.Box 820 540 - 81805 München - Germany - Tel. (+49 89) 9 49 22-0 - Fax (+49 89) 9 49 22-350 - imag@imag.de - www.imag.de

Project-No: 401810

Beginning of allocation

15 July 2010

Constroi Angola 2010

Exhibition for Building Material and Construction Equipment

14 – 17 October 2010
Filda Int'l Exhibition Centre, Luanda / Angola

Please fill-in pages 1, 2 and 3 and return to IMAG. Pages 4 and 5 are for your records.

Co-exhibitors and represented companies (Name and Country)

_____

_____

_____

_____

(A compulsory registration fee of EUR **250,-** for each co-exhibitor has to be paid upon organiser's approval.)

Product / Service index for Constroi Angola 2010:

To know about your product spectrum, we kindly ask you to tick the corresponding box.

- ☐ Earth-moving and construction equipment
- ☐ Building material machinery and plants
- ☐ Vehicles for construction and transport
- ☐ Drills, pile drivers and pulling tools
- ☐ Plants and machinery for cement, sand, clay, gravel
- ☐ Mixing plants and technology
- ☐ Ceramics and glass machinery
- ☐ Lifting and conveying equipment
- ☐ Compressors, pneumatic and hydraulic tools
- ☐ Machinery, plants and tools for natural stone
- ☐ Accessories and replacement parts
- ☐ Building materials and chemical building products
- ☐ Domestic engineering and technical fittings
- ☐ Safety, security and fire protection
- ☐ Bathroom and sanitary installations
- ☐ Ceramics for indoor applications
- ☐ Windows, doors and interior decoration
- ☐ Mounting and fixings systems
- ☐ Construction systems, tools and machinery
- ☐ Integrated Facility Management
- ☐ Natural stone products
- ☐ Formwork and scaffolding

Stand Package Equipment

Start-up Stand Package (12 sqm)
Wall panels, white or light grey, 2,5 m ht
Fascia panel with company name
Flooring carpet grey
Lighting
1 socket of 220 V-50 HZ
1 square table
3 chairs
1 waste paper basket

Important:
We hereby acknowledge and accept the "General Terms of Participation" as well as the "Special Terms & Conditions". With this application the registration fee and a down-payment of 30 % of the total attendance fee to IMAG is due. There is separate invoicing. We realize that IMAG cannot accept any credit-card payment, and will therefore send a cheque to IMAG or transfer the amount due by mentioning the Project Number: **401810** to following account:
For transfer: Deutsche Bank München, Account: 166749200, Bank Code: 700 700 10
SWIFT (BIC): DEUTDEMMXXX, IBAN: DE87 7007 0010 0166 7492 00

_____ _____
City and Date Company stamp and legally binding signature

Constroi Angola 2010

Exhibition for Building Material and Construction Equipment

14 – 17 October 2010
Filda Int'l Exhibition Centre, Luanda / Angola

Please fill-in pages 1, 2 and 3 and return to IMAG. Pages 4 and 5 are for your records.

Please specify your exhibits here:

	Length (m)	Width (m)	Weight (kg)

We are

- ☐ Manufacturer
- ☐ Distributor
- ☐ Importer
- ☐ Service Company
- ☐ Agent

We are member of the following association(s):

_____

_____

_____

_____

_____

Project-No: 401810

Beginning of allocation

15 July 2010

Constroi Angola 2010

Exhibition for Building Material and Construction Equipment

14 – 17 October 2010
Filda Int'l Exhibition Centre, Luanda / Angola

SPECIAL TERMS & CONDITIONS ➢ FOR YOUR RECORDS ≺

Organiser
IMAG - Internationaler Messe- und Ausstellungsdienst GmbH
P.O.Box 820 540, 81805 München, Germany
Am Messesee 2, 81829 München, Germany

Contact: Mr Günter Miedaner
Tel.: (+49 89) 949 22-116, Fax: (+49 89) 949 22-350
Email: guenter.miedaner@imag.de; info@imag.de
www.imag.de

For more information, please contact IMAG at any time.

1. Attendance fees
1.1. Space rental
Indoor Raw Space (raw space min 12 sqm) EUR 220,-
Raw space without stand package can only be rented with a min space of 24 sqm.
Indoor Space inclusive Stand Package (min 12 sqm) EUR 280,-
Stand package can only be rented with a min space of 12 sqm.
Surcharge Indoor Space
Additional open sides will be charged as follows:

Type A: Standard Stand	(1-open side)	no surcharge
Type B: Corner Stand	(2-open sides)	+ 10 %
Type C: Peninsula Stand	(3-open sides)	+ 15 %
Type D: Island Stand	(4-open sides)	+ 20 %

The requested stand type can not be guaranteed.
Outdoor Raw Space (raw space min 50 sqm) EUR 60,-
Outdoor raw space can only be rented with a min space of 50 sqm.

The price of the useable space on the upper floor for 2-storey stands is 50 % of the raw space price for the ground floor space.
1.2. Registration Fee EUR 250,-
1.3. Exchange rate
Should the rate of exchange fall below EUR 1,00 to USD 1,20 IMAG reserves the right to adjust the space rental fees.

2. General Services for Exhibitors
2.1. Services
2.1.1. Technical and organisational management by IMAG during preparation and event-days of the exhibition.
2.1.2. Provision of an organiser's office and other service stations on-site
2.1.3. Daily cleaning of the aisles
2.1.4. Security and fire-protection
2.2. Remarks
2.2.1. An abandonment of single specific or general services is causing no claim to reduce the participation fee.
2.2.2. All materials and the total equipment are provided for the duration of this event on a rental basis only.

3. Registration Fee
Exhibitors and co-exhibitors are required each to pay the organiser a registration fee.
The registration fee is EUR 250,- and includes:
- Basic entry into the alphabetical list of the exhibition (show catalogue)
- Basic entry on the official website of the exhibition
- Issuing of exhibitor badges (referring to stand size)
- Invitation tickets for visitor promotion
- General advertising expenses
- Administrative expenses

4. Exhibitor's Manual
The Exhibitor's Manual will be sent to every exhibitor after the official admission. Technical or other services within the scope of the trade fair can be ordered in compliance with the there mentioned rules and conditions.

5. Cancellation Fee
(s. Point 6 of General Terms of Participation)
In case of cancellation of participation by the exhibitor, following cancellation fees are due:
- Cancellation after receipt of application form, but before allocation date printed on application form: EUR 250,-
- Cancellation after deadline date printed on application form, but before admission date: EUR 500,-
- Cancellation after admission: full attendance fee

6. Terms of payment
With this application, a down-payment of 30 % of the total attendance fee to IMAG is due. There is separate invoicing. Since we cannot accept any credit card payment, we kindly ask you to send a cheque to IMAG or to transfer the amount due by mentioning the Project Number: **401810**

For transfer: Deutsche Bank München,
Account: 166749200, Bank Code: 700 700 10
SWIFT (BIC): DEUTDEMMXXX
IBAN: DE87 7007 0010 0166 7492 00
The balance is due immediately upon receipt of the invoice.

IMAG - Internationaler Messe- und Ausstellungsdienst GmbH
München, December 2009

Please fill-in pages 1, 2 and 3 and return to IMAG. Pages 4 and 5 are for your records.

Project-No: 401810

Beginning of allocation

15 July 2010

Constroi Angola 2010

Exhibition for Building Material and Construction Equipment

14 – 17 October 2010
Filda Int'l Exhibition Centre, Luanda / Angola

Please fill-in pages 1, 2 and 3 and return to IMAG. Pages 4 and 5 are for your records.

GENERAL TERMS & CONDITIONS ➢ FOR YOUR RECORDS ≺

1. Contracting party
IMAG, Internationaler Messe- und Ausstellungsdienst GmbH
P.O.Box 820 540, 81805 München, Germany

2. Application and admission as exhibitor

2.01 In order to take part the exhibitor must complete and sign the official application form and submit it to IMAG before the closing date. The exhibitor thereby accepts the General Terms of Participation. The application is legally binding. Applicants' conditions and reservations are not permitted and are not taken into account.

2.02 The closing date for applications is noted on the application form.

2.03 IMAG confirms receipt of the application in writing. The application and confirmation of its receipt do not give the exhibitor a legal claim to admission or to a certain stand size or location. IMAG can, in particular, reduce the number of square metres requested by the exhibitor, if demand for exhibition space exceeds the space available.

2.04 IMAG decides on the exhibitor's and exhibits' admission. Applicants do not have a legal claim to admission, unless the law provides for such a claim.
The applicant is permitted to take part
- subject to the exhibition space available and
- provided he fulfils the requirements specified in these "General Terms of Participation" and the "Special Terms and Conditions" and
- provided he offers products or services that belong to the event's nomenclature.

2.05 Companies that have not fulfilled their financial obligations for previous events may be excluded from admission.

2.06 IMAG reserves the right to deviate from the type, size and location of the exhibition area requested by the exhibitor, to exclude certain exhibits from admission and to make admission subject to certain conditions.

2.07 After admission, IMAG may allocate to the exhibitor a different exhibition area to the one mentioned in the notice of admission if
- this is necessary in order to maintain the event's overall appearance if IMAG has not let all the exhibition space available
- and the exhibitor is provided with an exhibition area of the same quality in terms of location and size.

2.08 If, after admission, IMAG is compelled by circumstances beyond its control, such as an order by the authorities or instructions from the trade fair or exhibition management, to relocate or change individual stands or entrances, aisles and exits, exhibitors cannot make claims against it because of such changes.

2.09 The rental contract comes into force after IMAG has admitted the exhibitor to the event. The exhibitor must pay the participation fees even if, for example, the exhibitor's import wishes are not, or not fully, fulfilled by the authorities concerned, the exhibits do not arrive in time (for example, as a result of loss, transport or customs delays) or do not arrive at all for the event, or entry visas are not available in time for the exhibitor or his representatives.

2.10 IMAG is entitled to allocate to other participants stands which the exhibitor or his representative has not occupied 24 hours before the beginning of the event, without the exhibitor having a right to withdraw from or terminate the contract or make any other claims, in particular for damages, against IMAG.

2.11 IMAG is entitled to revoke admission if it was based on incorrect or incomplete statements by the applicant or if, at a later date, the applicant no longer fulfils the conditions for admission.

3. Co-exhibitors

3.01 Stand areas are let only as a single unit and only to a single contracting party as a matter of principle. The exhibitor is entitled to have co-exhibitors at his stand, provided he has informed IMAG of their names and obtained IMAG's prior written consent. IMAG does not give its consent until the co-exhibitors concerned have accepted, in writing, the "General Terms of Participation". Co-exhibitors are subject to the same terms and conditions as main exhibitors.

3.02 The main exhibitor is liable for the debts and negligence of his co-exhibitors and their employees as well as for his own debts and negligence and those of his employees. The same applies to vicarious agents. Main exhibitor and co-exhibitors are jointly and severally liable to IMAG.

4. Terms of payment

4.01 When applying to take part, a down payment must be made on the participation fee expected; the amount can be seen on the application form. If the exhibitor is not admitted, the down payment is reimbursed.

4.02 After receiving the invoice for the participation fees, the total amount minus the down payment falls due. The terms of payment in the notice of admission/on the invoice must be observed.
Exhibitors may occupy their exhibition area only if the invoice has already been paid in full.

4.03 If, despite being given a warning and extra time, the exhibitor does not observe the terms of payment, IMAG is entitled to withdraw from the contract and allocate the stand area to another participant.

5. Assignment, set-off, lien
The assignment of claims against IMAG, offsetting against the participation fee and the enforcement of a lien are excluded.

6. Cancellation of the contract

6.01 IMAG is entitled to withdraw from the contract if composition or bankruptcy proceedings have been instituted against the exhibitor's assets. The exhibitor must inform IMAG there of immediately.

6.02 If the exhibitor withdraws before being admitted, the amounts specified in the "Special Terms and Conditions" fall due.

6.03 Apart from the right to terminate a contract specified by law, the exhibitor is not entitled to withdraw from the contract or to reduce the stand size unilaterally. If the exhibitor renounces his right to occupy the exhibition area allocated to him, he must pay the expenses mentioned in the "Special Terms and Conditions".

7. Stand equipment, design and lettering
The equipment and individual design of the stands are the exhibitor's concern in as far as they exceed the scope specified in the "Special Terms and Conditions" or IMAG's stand construction catalogue. The construction regulations applicable at the event's venue and IMAG's construction guidelines are decisive for the stand's design. Each exhibitor is sent the construction guidelines and the "Exhibitor Manual" with notice of admission. The exhibitor undertakes to coordinate stand design with IMAG before the event. IMAG is entitled to remove or change, at the exhibitor's expense, a stand whose design does not comply with the construction regulations applicable at the event's venue or with IMAG's construction guidelines.

8. Warranty
Complaints about any defects in the stand or exhibition area are to be made in writing to IMAG immediately on occupying the exhibition area, and at the latest on the last day of assembly, so that IMAG can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against IMAG.

9. Exhibits, stand personnel
All exhibits must be listed individually and with an exact description in the application. Highly flammable or strong smelling exhibits or those whose demonstration involves noise may be exhibited only with IMAG's prior consent. Exhibits may not be removed during the course of the event. The exhibitor undertakes to provide qualified stand personnel during the entire event.

10. Transport, assembly and dismantling of exhibits and stand equipment
The transport of exhibits to the exhibition stand and back, the storage of packaging, the use of lifting and carrying equipment, the employment of staff for packing and unpacking, the assembly and dismantling of exhibits, repacking and other associated activities are solely the exhibitor's concern. IMAG assumes no liability in connection with these activities. IMAG can prescribe, with binding force, a local forwarding agent to attend to transport within the exhibition grounds or from the port of arrival.

11. Liability and insurance

11.01 IMAG is liable for damage caused intentionally or by gross negligence. In the case of negligence, IMAG is liable only for the infringement of contractual obligations, in particular those relating to essential services. In the case of negligence, IMAG is not liable for consequential damage and is otherwise liable only for a maximum of 3 times the net participation fee. The aforementioned limitations of liability apply only to traders and legal persons; they do not apply for the benefit of IMAG's employers' liability insurance.

11.02 In the case of exhibitors who are traders, IMAG is under no circumstances liable for damage to or loss of goods brought to the event by exhibitors, stand fittings or furnishings. It is immaterial whether such damage or loss occurs before, during or after the trade fair.

11.03 Exhibitors for their part are liable for any culpable damage to persons and property caused by themselves, their employees, their representatives, their exhibits or equipment.

11.04 Exhibitors are solely responsible for the safety of their stands and personnel during assembly, the actual trade fair and dismantling.

11.05 Force majeure, cancellation of the event
If IMAG is compelled, as a result of force majeure or other circumstances beyond its control (e.g. failure of the power supply), to vacate one or more exhibition areas temporarily or for longer periods, or to postpone or curtail the trade fair, the exhibitors do not thereby acquire the right to withdraw or cancel, nor do they have any other claims against IMAG, in particular claims for damages. If IMAG cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for IMAG to hold the event, IMAG is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.

12. Circulars
When the stand areas have been allocated, exhibitors will be informed by circulars about preparations, participation and the event. Exhibitors are solely responsible for any consequences that arise as a result of ignoring the contents of these circulars.

13. Proviso

13.01 Regulations and guidelines of the authorities responsible in the host country, which deviate from these terms of participation or impose additional restrictions, always have priority. The trade fair organisers or the lessor of the exhibition grounds and IMAG are not liable for damages and other disadvantages sustained by the exhibitor.

13.02 The trade fair organisers and IMAG are entitled to postpone, curtail, extend or cancel the event, as well as to close it temporarily or finally, in individual parts or in its entirety, if unforeseen circumstances, such as force majeure, natural catastrophes, war, public disorder, strikes, breakdown or obstruction of transportation or telecommunications, demand such a measure.
Exhibitors do not thereby acquire the right to withdraw from or cancel their contracts. If the event is postponed, curtailed, extended or closed, the exhibitor cannot claim for damages. If the event is cancelled, neither the organisers nor IMAG are liable for damages or other disadvantages sustained by the exhibitor. Upon IMAG's demand, the exhibitor is obliged to bear an appropriate share of the costs incurred for the preparation of the trade fair or joint presentation.
IMAG will determine the share to be paid by each exhibitor.

14. Final provisions

14.01 The range of services covered by the participation fee is described in the "Special Terms and Conditions".

14.02 If the exhibitor has commissioned IMAG to perform services, subject to a charge, which are outside the scope of the "Special Terms and Conditions" and the services listed in IMAG's "Exhibitor Manual", he will be invoiced for the costs incurred.

14.03 All verbal agreements, individual and special arrangements are valid only with IMAG's written confirmation.

14.04 For both parties, the rights and obligations arising from this contractual relationship are governed by the law of the Federal Republic of Germany.

14.05 Munich is the place of performance for all financial obligations. The Munich courts shall have jurisdiction for all litigations arising from the contract if the contracting parties are traders, legal persons under public law or a special fund under public law, or at least one of the contracting parties does not fall within the general jurisdiction of the German courts. The same shall apply if, after conclusion of the contract, one of the contracting parties moves his place of residence or customary place of abode from Germany, or his personal whereabouts are not known at the time of bringing an action.

14.06 The contract and any modifications thereto must be made in writing. Should one or several of the aforementioned conditions become invalid in whole or in part, the other conditions will remain effective. These are to be interpreted in such a way that the aim and purpose of the contract remain unaffected.

14.07 All the exhibitor's claims against IMAG lapse after a period of six months from the end of the month in which the closing date of the event falls.

IMAG - Internationaler Messe- und Ausstellungsdienst GmbH, München

Project-No: 401810

Beginning of allocation

15 July 2010

Constroi Angola 2010

CONSTROI ANGOLA

Exhibition for Building Material and Construction Equipment

14 – 17 October 2010
Filda Int'l Exhibition Centre, Luanda / Angola

GENERAL TERMS & CONDITIONS ➢ FOR YOUR RECORDS ≺

Please fill-in pages 1, 2 and 3 and return to IMAG. Pages 4 and 5 are for your records.

General terms & conditions in the stand construction, planning and services segments of IMAG

1. Scope
This general terms and conditions are exclusively valid in terms of performance in the stand construction, planning and service segments.
The consideration of other general terms - with the exception of the general terms and conditions of IMAG as organizer and co-organizer of trade fairs - in particular, of the customer, is expressly contradicted. And this is expressly so in the case, in which these are sent to us in a confirmation letter or in any other way. Any deviating conditions are only valid on the basis of our express consent in writing.

2. Quotations and Draft Documents
2.01 If quotations are worked out according to the statements made by the customer and on the basis of the documents provided by the relevant trade fair management, the agent does not assume any liability for the correctness of the statements made and of the documents received, unless their faultiness and infeasibility is not recognized deliberately and grossly negligently.
2.02 Unless there is nothing else determined in writing, quotations, plans, drafts and drawings, made by the agent, remain the property of the agent with all the rights involved. The customer is obliged not to use these in any other form, in particular with regard to the duplication and distribution and transfer to any third party a well as carrying out of alterations without any express consent of the agent. If this commitment is violated by the customer, he will be obliged, irrespectively of any ongoing injunctive relief and claims, to pay the expense and the drafting of the documents plus an appropriate user fee.
2.03 Plan alterations are charged at an hourly fee of EUR 65 for each change from the third alteration onwards From the assembly date on, alterations with the stand design are only carried out under reserve of their feasibility and under consideration of additional costs (hourly fee of EUR 65).

3. Renting
3.01 All parts delivered (appliances, furniture, advertising stands) are let to the customer (lessee). The rental property, as a general rule, is used several times and, for this reason, is not always in mint condition.
3.02 The rental period is accounted for the period of the trade fair. The rental period commences with the arrival of the rental property at the place of use one day before the beginning of the trade show. It ends at the earliest, following the end of the last day of the trade show. The customer (lessee) has to hand back - at his risk and expense - the rental property immediately following the end of the rental period in the same way to the agent (lessor), as the handing over of the rental property had been done to him.
3.03 There will be no partial repayments of rental costs for objects that form part of the standard equipment and are not used by the customer (lessee). These objects may neither be exchanged nor accounted for against other performance.
3.04 The agent (lessor) shall provide the customer (lessee) with the requested rental property without further services.
3.05 Any deviations in dimensions, weight and colour of the rental property compared to the printed reproduction in the catalogue remain under reserve, in as far as these may be considered minor and are customary.
If ordered rental properties are no longer in stock, the agent reserves the right to deliver comparable items or items of higher quality.
3.06 The rental prices include: Assembly / disassembly of the rental property with connection to the interfaces provided as well as a functional briefing. Waiting times are charged. Equally, the services before and during the event generated by the customer (e.g. rehearsals, care) are charged at common market fees. Lifting devices, hub devices and similar items are, if required, not included in the price and have to be paid by the customer (lessee).
3.07 The customer (lessee) is obliged to make use of the rental property with care. Any obligations connected to the property, the use and the receipt of the rental property have to be observed - the same is true for maintenance, care, and the agent's recommendations of use. A sub-letting of the rental property is not allowed. The customer (lessee) has to keep the rental property in his immediate property and use it exclusively at the locations agreed upon. The customer ensures that the agent may examine the rental property at any time.
3.08 Wall elements damaged without the express consent of the agent by hanging up pictures, exhibits, etc. with screws, nails, etc., or by the gluing of fails that cannot be used again because of the residues, are charged to the customer. The same is true for other rental properties having been damaged.
3.09 The stand has to be left empty following the end of the event. Booths are to be emptied and booth doors may not be barred.

4. Accomplishment of Performance, Delivery of Rental Property
The completion of stands and other performances agreed upon is done by arrangement, as a rule at the latest by 6 pm upon the day before the opening of the trade show, unless the organizer stipulates another regulation. The agent reserves the right to carry out minor remaining works until the trade fair or exhibition is opened, provided there is no considerable impairment or disturbance of the stand by the customer.

5. Acceptance, Duty for Lodging a Complaint
5.01 The acceptance is effected following the completion of the overall performance at the point in time agreed, however, at the latest at 6 pm upon the day before the trade fair is opened.
5.02 The customer is obliged to do the acceptance, if the preconditions are met. The acceptance remains the same, if the customer does not accept the overall performance, despite being committed to do so.

6. Warranty, Liability
6.01 With a justified and timely notice of the defect the agent is entitled and obliged - according to its own choice - to provide for a compensation delivery or the rectification of the defects. With a twofold failure of the compensation delivery, respectively the rectification, the customer has reserved the right to demand a price reduction, or with considerable defects the rescission of the contract.
6.02 Further demands due to defects or other claims for damages, in particular, because of consequential damage, are excluded, unless there is intention or gross negligence. In any case, liability is limited up to the amount of the contractual sum.
6.03 The agent is not liable for any objects left behind during the assembly or disassembly of the exhibition stands before or after the completion of a trade fair, unless there is intention or gross negligence.
6.04 Liability is entirely excluded during the duration of the trade fair.
6.05 Liability of the Customer.
The customer is liable vis-à-vis the agent for all damages arising out of the use of the rental properties according to the instructions. The danger of incidental destruction, of incidental or intentional damage as well as theft is borne by the customer from the passing of the risk. In case of a total loss or other destruction of the rental properties, the customer has to bear the current replacement value of the rental properties independent of whether he caused the damage or not.

7. Prices and Terms of Payment
7.01 The prices of the performance services are defined in the order forms, the special participation conditions and in the Exhibitor or Service Manual. All prices do not include packaging, freight, postage, insurance and other possible forwarding expenses. Taxes, related to sales volume, legally due in the corresponding exhibiting country, are not included either.
7.02 The terms of payment are defined according to the relevant quotation and are quoted on the invoices in form of a payment plan or credit period.
If the payment address is different from the customer's address, the customer guarantees the payment by the recipient of the invoice.
7.03 With default of payment the customer is entitled to exercise a lien for all outstanding deliveries and performances without any prior notice, or demand further down payments not having been negotiated up to this point in time. The same is valid, if - due to a deterioration of the financial circumstances becoming known after the conclusion of the contract - the fulfilment of the payment claim seems to be in danger with the customer.

8. Rescission
The order placed is legally binding for both parties. A rescission is only possible within 10 days following the receipt of the order confirmation, at the latest, however, 21 days before the beginning of the event. After this date, the contract may no longer be cancelled.

9. Charging / Lien
The charging against counter claims by the customer may only be admitted, in case of undisputed or legally valid and determined claims. The assertion of a lien by the customer due to counter claims not acknowledged or not legally binding is excluded, unless these claims are based on the same contractual relationship.

10. Force majeure, cancellation of the event
If IMAG is compelled, as a result of force majeure or other circumstances beyond its control (e.g. failure of the power supply), to vacate one or more exhibition areas temporarily or for longer periods, or to postpone or curtail the trade fair, the exhibitors do not thereby acquire the right to withdraw or cancel, nor do they have any other claims against IMAG, in particular claims for damages. If IMAG cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for IMAG to hold the event, IMAG is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.

11. Advertising Permission
The agent is entitled to use graphical material, as well as planning documents of his performance carried out for the relevant customer for his corporate advertising in each possible form.

12. Venue
As far as legally admissible, the exclusive venue for any disputes arising out of the contractual relationship is Munich. The contract shall be subject to the law of the Federal Republic of Germany.

13. Final Form and Efficiency
All agreements that comprise a supplement or concretisation of these general terms and conditions or of any other contractual conditions of the customer, as well as any further reassurances and settlements are to be made in writing.
In case one clause of these general terms and conditions is not effective, the effectiveness of the remaining clauses or agreements shall remain unaffected. In such a case, the invalid clause has to be rephrased or supplemented in the sense that with the ineffective clause the intended economic purpose may be attained in a legally allowed way.

IMAG - Internationaler Messe- und Ausstellungsdienst GmbH, München