

Special Conditions

for AMERICANA 2023



DEFINITIONS

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

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

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

1. GENERAL EVENT INFORMATION

1.1 Opening times:

AMERICANA will take place from September 6 – 10, 2023 from time to time at the MFN exhibition grounds in Friedrichshafen.

The exhibition is open on Wednesday until Friday from 9 a.m. to 6 p.m., on Saturday from 9 a.m. to 6 p.m. and from 9 a.m. to 5 p.m. on Sunday.

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

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

1.2 Set-up and dismantling times:

1.2.1 Set-up:

Friday, September 1st, 2023 to Monday, September 4th, 2023 from 7 a.m. to 6 p.m.

On Tuesday, September 5th, 2023 from 7 a.m. until show starts. Advanced stand set-up has to be approved by the project management and is subject to charge.

1.2.2 Dismantling:

Sunday, September 10th, 2023 from 5:30 p.m. until the day after.

Monday, September 11th, to Tuesday, September 12th, 2023 from 7 a.m. to 4 p.m.

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

1.3 Additional deadlines:

Registration requested by: March 31st, 2023

Start of hall allocation: April 1st, 2023

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

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

1.6 Stand construction requirements:

The regular stand height is 2.50 m. Stands which wholly or partially exceed this height must be submitted with a plan to the project management for approval at least 4 weeks before the start of the construction work. Please consider the maximum construction height of 6.00 m. The maximum height for ceiling suspensions (lighting, audio-visual equipment, no banners) is 7.50 m upper edge of the truss. Two-storey stands need to be applied for with a verifiable calculation (subject to charges). Entirely closed walls are not allowed for island and two corner stands, the longer side can be closed maximum half side. Stand constructions, which exceed the maximum height of 2.50 m and special constructions have to be sent with a hall map marked with dimensions to the project management for approval at least 4 weeks before the start of the construction work. Ceiling suspensions also have to be approved.

1.7 The hall floor is made of rare asphalt. Colour defects are possible (re-colouring is not possible). The use for floor covering is strongly recommended.

1.8 Direct sales of products and services is generally permitted. All offered products and services have to be declared with price tag. The prices have to include German VAT and all additional costs.

1.9 WiFi: MFN has its own WiFi, which exhibitors and visitors can log onto. Exhibitor's own WiFi must be registered and comply with specific conditions. Registration and prerequisites can be accessed via the OSC.

1.10 GEMA: Exhibitors have to register the use of copyright music, videos or movies with the German authority GEMA. Registration forms are available at: www.messe-friedrichshafen.com/exhibiting-guidelines

1.11 Catering: MFN has official exclusive contract partners for catering and beverage services – addresses can be found via the OSC. Any other company must be registered with MFN.

1.12 Guarding / Liability: MFN does not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are the property of the stand personal or the exhibitors. Stand guarding can be ordered via the OSC. MFN recommends booking a stand security in the OSC for the entire duration of the exhibition as well as for the set-up and dismantling period.

1.13 Use of operations equipment: For logistic and safety reasons, the use of cranes, forklifts and lifting platforms/hydra ladders is exclusively limited to the official contract partners of MFN. These services can be ordered via the OSC.

1.14 Motorcycles in the exhibition halls are prohibited.

2. REGISTRATION AND ADMISSION

Registration (participation and stand order placement) for the Pferd Bodensee is made by using the registration form, which must be completely filled out and signed as legally binding. This registration is a contract offer, which requires acceptance by MFN. Submission of the registration form shall not constitute a claim for acceptance. The written participation of MFN with disclosure of the allocated stand (stand confirmation) and the accompanying participation invoice shall be considered as admission to the Pferd Bodensee. If the content of the stand confirmation differs from the content of the exhibitor's registration, the contract shall take effect in accordance with the stand confirmation, **unless the exhibitor objects in writing within two weeks.**

3. PARTICIPATION FEE / EXHIBITOR PASSES

3.1 The participation fee includes the provision of the floor space, a certain number of codes for exhibitor passes (see item 3.2), exhibitor service by the project management, provision of the exhibition's in-house information systems, target group specific marketing of the Pferd Bodensee, hall security, cleaning of the halls and complimentary promotional material for the exhibitor's own visitor advertising. The fees pertain to the entire duration of the exhibition. If a two-storey stand is approved, 50 % of the stand rental fee will be charged for the space of the upper structure.

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3.2 The number of codes for exhibitor passes included in the participation fee shall be determined by the following scale:

Up to 10 m ²	2 codes for exhibitor passes
11 m ² – 20 m ²	3 codes for exhibitor passes
21 m ² – 30 m ²	4 codes for exhibitor passes
31 m ² – 40 m ²	5 codes for exhibitor passes
41 m ² – 50 m ²	6 codes for exhibitor passes
51 m ² – 60 m ²	7 codes for exhibitor passes
61 m ² – 70 m ²	8 codes for exhibitor passes
71 m ² – 80 m ²	9 codes for exhibitor passes
Ab 81 m ²	10 codes for exhibitor passes

3.3 The co-exhibitor fee is € 617.00/co-exhibiting company. Definition of co-exhibitor: see General Conditions of Participation. Co-exhibitors shall receive 2 codes for exhibitor passes free of charge. All quoted prices are net prices. If the statutory value added tax applies, it will be invoiced in addition. Please note concerning this the explanations of the reverse charge procedure and the VAT identification number in the General Conditions of Participation.

4. TERMS OF PAYMENT

All invoices are to be paid in full immediately after receipt of invoice without any deductions. This provision is deemed a special agreement as defined by clause 6 of the General Terms and Conditions of Participation. The right to occupy a stand is secured only if the contractually agreed payment deadlines have been met. Stand staff must be able to pay outstanding service bills (e. g. electricity, partition walls) during the exhibition.

5. STAND CANCELLATION / CANCELLATION FEE

If the exhibitor cancels the participation once admission has been granted, the exhibitor is obliged to pay a compensation fee (see General Conditions of Participation). Cancellation prior to the assignment of the stand is possible free of charge.

6. ADDITIONAL SERVICES

6.1 In addition to the participation fee, the acceptance of the following services is obligatory:

- Flat fee for general waste disposal: € 1.00/sqm stand space (not more than € 50.00 .
- The AUMA fee of € 0.60/sqm to be paid by the exhibitor will be invoiced by MFN for the AUMA and passed on (see General Conditions of Participation).
- All exhibitors will be included in a guide and on the website of the show. An entry will be made in the alphabetical directory with information about the exhibitor's offerings. A flat media fee of € 240.00 will be charged for the mandatory entry in the exhibitors directory (exhibitors and co-exhibitors). The entry should be edited in advance by the exhibitor in the OSC, otherwise MFN does not assume any responsibility for false media entries. The deadline for the close of editing will be announced with the notification of the OSC access code.

6.2 Power consumption: The calculation basis for power consumption is regulated under the e-form for electrical installations in the OSC.

6.3 The water and sewage fee is € 7.00/day. Water installation can be ordered via the OSC. Additional services can be ordered via the OSC. All quoted prices are net prices.

7. LEGAL NOTICES

7.1 Serious violations of the exhibition terms and conditions gives MFN the right to close stands immediately and to clear them off without requiring court action. This applies in particular to cases of advertising in contravention and in case of advertising for political or ideological purposes.

7.2 The German version of the contract is binding. Place of fulfillment: Friedrichshafen, place of jurisdiction: Tettngang/Ravensburg

8. RESERVATIONS, FORCE MAJEURE, CANCELLATION AND OTHER CHANGES TO THE EVENT

8.1. Reasons for changes to the event, obligation to inform and compensation

8.1.1 Unforeseen events, in particular cases of force majeure (for example natural disasters, war, terror, failure or massive disruptions in traffic and/or communication links, as well as special epidemic risks when contagious diseases occur) which make it impossible or irresponsible to hold the event as planned, entitle MFN to make the following changes to the event:

- to postpone, shorten and extend an event;
- to completely cancel its opening and
- to close an already started event temporarily, finally, in individual parts or in total.

Inability to provide sufficient operating elements, such as electricity, heating, etc., strikes and lockouts, will be equated to incidence of force majeure as long as they are not short-term in nature. There is no right to make the a forementioned changes to the event if MFN is responsible for the incident on which the change is based.

8.1.2 MFN must inform the exhibitor of such change measures immediately after the decision has been taken unless MFN is also prevented from doing so by one of the circumstances mentioned. No claims for damages can be made against MFN, unless

- the change can be attributed to a grossly negligent or intentional breach of duties by MFN or its agent
- the change is due to MFN's or its agents' violation of an essential contractual obligation which, firstly, enables the contract to be fulfilled in accordance with the regulations. Furthermore, the exhibitor should also be consistently able to trust that this obligation shall be adhered to (this may be, for example, planning and preparation of the event in accordance with the regulations, the exhibitor being notified in good time and being fully informed etc.).

8.2 Participation fee

8.2.1 In the case that an event is postponed for a reason specified in 8.1.1, the following applies: MFN will determine a replacement date no later than one month after the announcement of the postponement of an event. The exhibitor has the right to withdraw from the exhibitor contract within 14 days of receiving notification of the replacement date.

8.2.2 If an already started event is shortened, extended or closed (temporarily, permanently, in individual parts or in total) for one of the reasons specified in section 8.1.1, then the payments to be made by the exhibitor according to the exhibitor contract - the participation fee as well as any costs to be borne by the exhibitor - must be paid in full.