

## Conditions of Participation CMS Berlin 2023

Status: Januar 2022

### 1 Event / Organizer

CMS Berlin is an international trade fair and congress whose slogan, as brief as it is comprehensive, is "Cleaning. Management. Services.". The latest products and processes of the modern building cleaning trade and services of building services and management are presented.

The event is sponsored by the Federal Cleaning Trades Association (BIV) and the VDMA Trade Association for Cleaning Systems.

CMS Berlin is organized by Messe Berlin GmbH ("Messe Berlin") at the Berlin ExpoCenter City exhibition grounds.

### 2 Dates

#### 2.1 Duration of the event

19.09.2023 – 22.09.2023

#### 2.2 Registration deadline

30. Juni 2023

#### 2.3 Opening hours for visitors

19.– 22. September 2023

10 a.m. – 5 p.m.

#### 2.4 Opening hours for exhibitors

19.– 22. September 2023

9 a.m. – 6 p.m.

#### 2.5 Set-up

14.– 18. September 2023

7 a.m. – 10 p.m.

#### End of stand construction

18 September 2023, 6 p.m. (construction)

10 p.m. (decoration)

#### 2.6 Dismantling

22.09.2023, 5 p.m.

to 25.09. 2023, 6 p.m.

#### 2.7 We reserve the right to make alterations to this schedule. Please note any subsequent updates.

#### 2.8 Every exhibitor is obliged to correctly equip

and furnish the stand and to staff it with personnel daily for the duration of the exhibition. Stands may not be dismantled Friday, September 22, 2023, before 5 pm. If the Exhibitor violates this regulation, the organizer is entitled to demand a contractual penalty to be determined in each individual case at the organizer's reasonable discretion in the amount of max. EUR 5,000.00 the appropriateness of which is to be reviewed by the competent court in the event of a dispute. The Exhibitor may provide evidence that the organizer has not suffered any damage or that the damage is significantly less. This shall not affect the possibility of asserting further claims.

### 3 Eligibility to participate, admission and placement

3.1 Only companies and organizations involved in activities related to the expo theme with regard to the nomenclature are eligible for participation.

3.2 The binding participation in the event takes place when the exhibitor completes the stand registration online and sending it to Messe Berlin by pressing the send button "SEND" or when exhibitor completes the stand registration and sending it to Messe Berlin. The registration constitutes the exhibitor's irrevocable offer to Messe Berlin to enter into a contract.

3.3 The submission of the completed web form does not constitute a claim to admission. Messe Berlin will decide on admission at its own discretion.

3.4 Messe Berlin will submit to the Exhibitor a proposal for the location and size of the stand space provided ("placement proposal") within the scope of the given possibilities and taking into account the registered form and size of the stand.

The proposed placement, also taking into account the information provided by the Exhibitor, is based on Messe Berlin's needs and spatial possibilities within the scope of its free discretion. The Exhibitor shall not be entitled to a specific location and a specific size of stand.

- 3.5 Insofar as the Exhibitor declares their agreement with the proposed placement, the Exhibitor is bound by this declaration of agreement.
- 3.6 The Exhibitor may not relocate, exchange, divide, or transfer all or part of their exhibition space to third parties who are not co-exhibitors approved by Messe Berlin, unless Messe Berlin has given its prior written consent.
- 3.7 Each Exhibitor is obliged to make use of the information provided to them, i.e. to inform themselves in particular about the spatial and technical requirements for the individual stand construction, the location, the exact dimensions and any fixtures of the stand allocated to them.
- 3.8 Messe Berlin is entitled to provide the Exhibitor with an exhibition space that deviates from the placement, i.e. to change the Exhibitor's exhibition space or stand in terms of location, shape, dimensions and/or size, provided that such changes are necessary for technical or operational reasons and are made to an extent that is reasonable for the Exhibitor, taking into account the interests of the Exhibitor. The Exhibitor will be allocated a space of equal value if possible.

Insofar as subsequent changes result in a reduced participation price, the difference shall be refunded to the Exhibitor.

The Exhibitor is entitled to withdraw their application or to withdraw from the contract within one week after notification of the new placement. Further claims against Messe Berlin are excluded.

#### **4 Participation fees and remuneration for ancillary and additional services**

- 4.1 The participation fee owed for participation in the event comprises the rental fee for the stand area or the price for the complete stand as per item 4.2 or as per item 4.4, the Media Package as per item 4.5 and the AUMA contribution as per item 4.6. The remuneration for the services and products accompanying the event shall result from the prices for the ancillary and additional services stated in the BECO Webshop.
- 4.2 The rental fee for the stand area is as follows (for the stand forms, please see the web form for the stand application):

Registrations received until 03.10.2022 (Early bird offer)

|                     |                           |
|---------------------|---------------------------|
| Row                 | 179.00 EUR/m <sup>2</sup> |
| Corner              | 195.00 EUR/m <sup>2</sup> |
| Peninsula           | 216.00 EUR/m <sup>2</sup> |
| Island              | 237.00 EUR/m <sup>2</sup> |
| Outdoor display     | 93.00 EUR/m <sup>2</sup>  |
| Special show:       |                           |
| Grounds Maintenance | 124.00 EUR/m <sup>2</sup> |

Registrations from 04.10.2022

|                     |                           |
|---------------------|---------------------------|
| Row                 | 189.00 EUR/m <sup>2</sup> |
| Corner              | 206.00 EUR/m <sup>2</sup> |
| Peninsula           | 227.00 EUR/m <sup>2</sup> |
| Island              | 248.00 EUR/m <sup>2</sup> |
| Outdoor display     | 98.00 EUR/m <sup>2</sup>  |
| Special show:       |                           |
| Grounds Maintenance | 130.00 EUR/m <sup>2</sup> |

From a booked single stand area of 300 sqm the row stand price applies for all stand types (Does not apply to early booking offer!).

Each sqm or part thereof is charged in full. In case of two-storey construction, 91.00 EUR will be charged per sqm of effectively built-up area.

The minimum stand size to be occupied is 12sqm.

The electricity/water connection must be ordered as an additional service in the BECO Webshop. Electricity/water consumption, hall lighting, heating, aisle cleaning and hall supervision are included in the rental price.

The participation fee for co-exhibitors is 120.00 EUR

- 4.3 Stand construction must be ordered separately by the Exhibitor unless they have ordered a complete stand.
- 4.4 Part of the participation contract is a Media Package (obligatory), the scope of services of which is specified in the web form for stand registration. The prices are as follows for the

|  |          |
|--|----------|
| Main Exhibitor 12 to 20 m <sup>2</sup>       | 500.00 € |
| Main Exhibitor from 21 to 100 m <sup>2</sup> | 900.00 € |

Main Exhibitor from 101 m<sup>2</sup> 1.500.00 €  
 Co-exhibitors: 120.00 €

The fee for the co-exhibitor will be charged to the main Exhibitor.

4.5 In accordance with the agreements with the Association of the German Trade Fair Industry (AUMA), an amount of **EUR 0.60/m<sup>2</sup>** will be charged.

4.6 All prices are net prices and do not include the statutory value added tax.

## 5 International Representatives

Messe Berlin maintains a worldwide network of foreign representatives, whose contact details can be obtained from the Messe Berlin website at

<https://www.messe-berlin.de/en/company/messe-berlin-worldwide/>.

All exhibitors based outside Germany are entitled to be advised from the international representative responsible for them. The service includes the provision of information on events and entry requirements, and in particular assistance with visa matters.

## 6 Terms of payment

6.1 Upon conclusion of the contract by means of the order confirmation in accordance with item 3.1 of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin GmbH, the total participation fee in accordance with item 4.1 of these Conditions for Participation becomes due and will be invoiced (down payment invoice). Invoicing of all other services, i.e. including ancillary and additional services ordered in the BECO Webshop, will be carried out after the event has been held, with any advance payments already made being credited against a final invoice.

6.2 The invoice number and the customer number must be stated when making payment.

6.3 Any subsequent invoice rewriting will be charged with a processing fee of **EUR 80** plus VAT.

6.4 If, after the agreement on placement and stand space, the Exhibitor, with the consent of Messe Berlin, takes up additional stand space, the additional amount resulting from the increase in stand

space must be paid either with the down payment invoice or with the final invoice.

6.5 If the full rental payment has not been received by the due date at the latest, the space may be disposed of otherwise. The exhibitor is liable for any loss of rental resulting from this. The provisions of Item 8 of the "General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin GmbH" shall apply to cancellations and any cancellations. Incidental costs will be invoiced separately. These amounts are due immediately upon receipt of the invoice.

## 7 Media Package

7.1 Messe Berlin GmbH offers its exhibitors a package of selected marketing tools to make their participation more effective and to give them an added commercial impact.

7.2 The Media Package includes the media presentation of the exhibitor within the scope of the CMS Berlin.

7.3 The costs will be invoiced to the main Exhibitor in accordance with item 4.4.

7.4 Main exhibitors and co-exhibitors can optionally book a higher-value package. In the case of multiple orders for exhibition space, the Media Package will only be charged once, in accordance with the higher-value package.

## 8 Workers' and exhibitors' passes

8.1 Exhibitors are entitled to exhibitors' passes in the following quantities:

- Stand space up to 20sqm: 3 passes each
- For each additional complete 10sqm of stand space: 1 pass each Additional exhibitors' passes may be purchased (double-storey area excluded).

8.2 The free Exhibitor passes will be made available to the Exhibitor on their customer account at the BECO Webshop in the form of a code. Additional Exhibitor passes have to be ordered for a fee at the BECO Webshop.

Exhibitors must register online in the Ticket Shop at [www.cms-berlin.com](http://www.cms-berlin.com) using the code and print out their personalized Exhibitor pass.

8.3 Additional exhibitor passes may be purchased at a cost of 38.00 EUR per pass (incl. VAT) each

8.4 Each exhibitor will receive the required number of passes for set-up and dismantling free of charge via the BECO Webshop. Set-up and dismantling passes are not valid for the duration of the trade fair

The passes are issued in the Exhibitor's name. They are not transferable and are only valid in conjunction with official identification. The passes must be carried throughout the event or the set-up and dismantling phases for any checks, in particular at the entrances to the Berlin ExpoCenter City exhibition grounds. Passing on ID cards to unauthorized third parties is not permitted. In this case, Messe Berlin is entitled to charge the Exhibitor the price of an Exhibitor pass for the duration of the unauthorized use. The pass in question will be confiscated without replacement. Messe Berlin is entitled to exercise its domiciliary rights and to refuse the person to whom the pass has been issued, as well as the unauthorized third party, access to the event grounds or to expel them from the event grounds.

## **9 Stand design/appearance for individual stands**

9.1 Exhibitor shall comply with the "Technical Guidelines" Berlin ExpoCenter City, ("Technical Guidelines of Messe Berlin") available via the BECO Webshop or at <https://www.messe-berlin.de/de/zusatzseiten/downloadcenter/> with all the design, fire protection, building regulations and other safety provisions contained therein.

9.2 Stand walls bordering visitor aisles must include transparent panels, niches, displays or the likes in order to provide an open atmosphere on the exhibition stand in tune with the event

Such stand boundary walls facing any open aisle may not exceed 30% of the stand length boundary, with each section of such wall no longer than 3.00m. Such boundary walls facing the aisle must be suitably decorated with graphics.

Where the back wall of a stand measuring over 2.50m in height adjoins that of neighbouring exhibitor, its appearance must be a neutral white, so as not to

adversely affect the appearance of the other stand. The lessee is obliged to install a white partition separating his stand and the directly adjacent stand, which is structurally stable, has no gaps, and bears no advertising of any kind. Any stand construction which includes such walls must be submitted for approval.

## **10 Building supervision and fire protection regulations**

10.1 Emergency exits, entrances and exits, fire alarms, hydrants, smoke dampers, electrical distributions and switchboards, telephone distributors and ventilation slots must be freely accessible and may not be obstructed. The use of open fires for cooking, heating and operating purposes is prohibited. Packing material, paper and other easily combustible materials may not be left lying around or stored in the halls. Outside the halls, vehicles, containers, other storage containers and materials may be parked only from 5 m from the hall wall. Detailed technical and construction regulations can be found online in the BECO Webshop.

## **11 Regulations for the Maintenance of Order**

11.1 Exhibitors are responsible for guarding and cleaning their own stands.

11.2 Exhibitors' requests for parking on the exhibition grounds will be taken into account as far as possible; no claim to a parking space or to a specific parking space can be granted. Unloading of goods from vehicles during the exhibition must be completed no later than one hour before the start of the daily opening hours. Vehicles must leave the premises immediately after unloading. Within one hour after the end of the daily opening time, exhibitors and accompanying persons must have left the halls and cleared the premises of vehicles. Persons wishing to leave the exhibition with packages must prove their origin at the exit control.

11.3 Animals are not allowed on the exhibition grounds

## **12 Construction work**

Messe Berlin GmbH would like to point out that construction work is currently taking place on the Berlin exhibition grounds. While every effort is being made to look after the interests of exhibitors and to keep

any inconvenience to a minimum, there may be some restrictions around access areas. Some noise can also be expected from construction sites. We cannot accept any responsibility for claims arising in this connection.

### **13 Serving of food and beverages**

Provided that at the time of the Event, the serving of food and beverages is not prohibited by ordinance or other public law requirements and regulations, Exhibitors and co-exhibitors must observe the following:

For the serving of food and beverages (including samples) at the exhibition stands, the Exhibitor must strictly comply with the statutory regulations, in particular those of the "Gaststättengesetz" (Law that governs the requirements for the operation of a restaurant or pub, licenses etc.) and orders issued by the Veterinary and Food Supervisory Office. The following regulatory authority is responsible for applications for the granting of a catering permit (Gestattung) with regard to the serving of alcohol at the stand

Ordnungsamt Berlin - Charlottenburg-Wilmersdorf  
 Hohenzollerndamm 174-177  
 10713 Berlin  
[\(https://service.berlin.de/dienstleistung/327483/\)](https://service.berlin.de/dienstleistung/327483/).

### **14 GEMA fees**

A license from GEMA is required for the public performance of copyrighted music, whether as background music or as part of a separate event, whether for all trade fair visitors or for invited guests, and regardless of the form of performance (live, audio/CD/MP3/vinyl/streaming) or video (DVD/MPEG/streaming). Applications are to be made via the online portal <https://www.gema.de/musiknutzer/>. (for questions contact GEMA +49 (0) 30 58858 999 | [kontakt@gema.de](mailto:kontakt@gema.de) Monday to Friday 07:00 - 18:00).

### **15 Visual and acoustic presentations**

The volume for product presentations must at all times be such that adjacent Exhibitors are not disturbed. To ensure that all Exhibitors can hold technical discussions without being disturbed during the Event, presentations at the stand as part of special events (musical performances,

shows, moderations, etc.) are not permitted until 5:30 p.m. each day. Registration is required for events at the stand (e.g. receptions), as well as for events that extend beyond the daily opening hours. Please refer to item 14 on licenses for musical performances.

### **16 High frequency, radio equipment**

16.1 The operation of high-frequency, radio systems and other transmitters for communication purposes are subject to notification or licensing by the Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railway, Berlin Branch Office, Seidelstraße 49, 13405 Berlin, [www.bundesnetzagentur.de]. The frequency bands/ranges preferentially used by Messe Berlin's event-related transmission technology are listed in Messe Berlin's technical guidelines under item 5.11

16.2 If unauthorized frequencies are used, this will be prevented, as other Exhibitors may be permanently disrupted in their trade fair presentation and the technical equipment of third parties may be damaged.

### **17 COVID-19, Hygiene and Safety Concept**

17.1 Exhibitors and co-exhibitors are obliged to inform themselves in advance of their participation in the Event about the currently applicable regulations, laws, ordinances and other orders issued in connection with the containment of Coronavirus SARS-CoV-2 (COVID-19) ("COVID-19 regulations") and to comply with them. In addition, Exhibitors and co-exhibitors are obliged to observe the hygiene and safety measures issued by Messe Berlin for the Event, in particular the Hygiene and Safety Concept for the Event. Against the background of the dynamic development of coronavirus, Exhibitors and co-exhibitors acknowledge that Messe Berlin is entitled to adapt hygiene and safety measures to the current legal situation at any time. Exhibitors and co-exhibitors are obliged to keep themselves continuously informed of any changes, in particular via the Event website.

17.2 Insofar as the COVID-19 regulations currently in force at the time of the event stipulate that persons participating in the event must have tested negative for infection with the SARS-CoV-2 coronavirus, or other personal restrictions

on participation apply to protect against infection with the coronavirus, Exhibitors and co-exhibitors are obliged to comply with these regulations and with the requirements issued by Messe Berlin in this connection, and to inform the persons employed by them and third parties commissioned by them accordingly.

Exhibitors and co-exhibitors are responsible for complying with the applicable hygiene and protection regulations on their stand. In addition, Exhibitors and co-exhibitors must ensure that third parties commissioned by them are informed about the regulations and measures to be observed and comply with them. Messe Berlin reserves the right to exclude the persons concerned from participation in the Event in the event of any violations of the provisions for the containment of the COVID-19 virus and/or non-compliance with the hygiene and safety measures.

**18 Cancellation, postponement, shortening and termination of the event due to a justified exceptional situation (for example force majeure)**

18.1 In the event of a justified exceptional situation that makes it impossible or unreasonably difficult to hold the event in the planned space or time, Messe Berlin is entitled, at its discretion and taking into account the interests of the exhibitor, to

- a) cancel the event; or
- b) to postpone the event to another time period, or
- c) shorten the duration of the event, or
- d) to terminate individual participation contracts because one or more event area(s) is/are no longer available for use or the number of exhibitors must be limited, or
- e) to cancel the event if the event had already started when the event occurred.

A „justified exceptional situation“ is the existence of force majeure or another comparable event.

18.2 In cases where Messe Berlin cancels the event, the following applies:

- a) Messe Berlin's entitlement to the participation fee for the Onsite Event will lapse.

- b) The participation fee already paid is to be refunded to the exhibitors concerned. Excluded from this is Messe Berlin's claim to remuneration for goods and services already provided and for the Media Packages as part of the digital event CMS Plus.
- c) In the event of cancellation within four (4) months prior to the first day of the event, Messe Berlin is also entitled to reimbursement of expenses amounting to 25 % of the participation fee on the basis of the services it has already rendered in preparation for the event (in particular planning, marketing measures, exhibitor services). The exhibitor is permitted to prove that Messe Berlin has not incurred any expenses in the specific case or that the appropriate amount is significantly lower than the lump-sum expense amount; in the event of such proof, no or the lower amount is owed.
- d) Claims for damages by the exhibitor due to the cancellation of the event are excluded.

18.3 In cases where the event is postponed, the following shall apply:

- a) Messe Berlin is obliged to inform the exhibitors immediately of the postponement.
- b) The participation contract is amended insofar as it applies to the new period if the exhibitor does not object to the contract amendment within 28 days of receipt of the declaration. The participation fee does not change when the event is postponed. The exhibitor's attention is drawn to his right to object to the amendment of the contract in Messe Berlin's statement concerning the postponement of the event and to the legal consequences of his objection or failure to object.
- c) In the event that the Exhibitor objects to the postponement of the event, Messe Berlin's entitlement to the participation fee for the Onsite Event will lapse. The participation fee already paid is to be refunded to the exhibitor concerned. Excluded from this is Messe Berlin's claim to remuneration for goods and services already provided and for the Media Packages as part of the digital event.

- d) If the Exhibitor objects to the postponement of the event within four (4) months prior to the event, Messe Berlin is entitled to reimbursement of expenses amounting to 25 % of the participation fee on the basis of the services already rendered by Messe Berlin in preparation for the event (in particular planning, marketing measures, exhibitor services). The exhibitor is entitled to prove that Messe Berlin has not incurred any expenses in the specific case or that the appropriate amount is significantly lower than the lump sum reimbursement; in the event of such proof being furnished, no amount or the lower amount is owed.
  - e) Claims for damages by the exhibitor due to the postponement of the event are excluded.
- 18.4 In cases where the event is shortened, the following shall apply:
- a) Messe Berlin is obliged to issue a declaration of curtailment to exhibitors without delay.
  - b) The participation contract will be amended insofar as it applies to the new period if the exhibitor does not object to the contract amendment within 28 days of receipt of the declaration. The participation fee does not change if the event is shortened, unless the parties agree otherwise. The Exhibitor's attention is drawn to his right to object to the amendment of the contract in Messe Berlin's declaration concerning the shortening of the event, and to the legal consequences of his objection or failure to object in accordance with the regulations contained therein.
  - c) In the event that the exhibitor objects to the shortening of the event, Messe Berlin's entitlement to the participation fee for the Onsite Event will lapse. The participation fee already paid is to be refunded to the exhibitors concerned. Excluded from this is Messe Berlin's claim to remuneration for goods and services already provided and for the Media Packages as part of the digital event.
  - d) If the Exhibitor objects to the shortening of the event within four (4) months prior to the event, Messe Berlin is entitled to reimbursement of expenses amounting to 25 % of the participation fee on the basis of the services already rendered in preparation for the event (in particular planning, marketing measures, exhibitor services). The exhibitor is entitled to prove that Messe Berlin has not incurred any expenses in the specific case or that the appropriate amount is significantly lower than the lump sum reimbursement; in the event of such proof being furnished, no amount or the lower amount is owed.
  - e) Claims for damages by the exhibitor due to the postponement of the event are excluded.
- 18.5 In cases where Messe Berlin is entitled to give notice of termination to individual exhibitors, the following applies:
- a) Notice of termination will be given immediately after Messe Berlin becomes aware of the existence of force majeure or another comparable event. The declaration will be made in text form.
  - b) The participation fee already paid must be refunded to the exhibitor concerned. Excluded from this is Messe Berlin's claim to remuneration for goods and services already provided and for the Media Packages as part of the digital event.
  - c) Claims for damages by the exhibitor due to the cancellation of the event are excluded.
- 18.6 In cases where the event is cancelled, the following shall apply:
- a) Messe Berlin's claim to payment of the full participation fee remains valid, unless the cancellation of the event results in a reduction of the event period by more than 40%. In this case Messe Berlin's claim is reduced to 80% of the participation fee and the difference in the participation fee already paid is to be refunded to the exhibitor concerned without delay.
  - b) The exhibitor must, however, pay for any ancillary services and additional services already provided by Messe Berlin.
  - c) Claims for damages by the exhibitor due to the postponement of the event are excluded because Messe Berlin is not at fault.

18.7 Notwithstanding the above regulations, Messe Berlin is entitled, even in the absence of a justified exceptional situation, to cancel the event at the latest 12 weeks before the planned first day of the event and to terminate the corresponding participation contracts at its reasonable discretion, taking into account the justified interests of the exhibitors (which also includes, among other things, the preparatory measures already taken by the exhibitors for the event), if the economic viability cannot be achieved or if the registration status indicates that the essential objective pursued with the event (in particular the presentation of a representative range of one or more branches of industry) cannot be achieved and the purpose of the event is thus defeated. The deadline may be shortened if the nature of the event permits cancellation at shorter notice. In this case, the following applies:

- a) The cancellation of the event and the termination of the participation contracts must be justified by Messe Berlin. The declaration must be made at least in text form (e.g. e-mail).
- b) With the cancellation of the event and the termination of the participation contracts, Messe Berlin's claim to payment of the participation fee for the Onsite Event lapses. The participation fee already paid for the Onsite Event must be refunded to the exhibitors concerned. Excluded from this is Messe Berlin's claim to remuneration for goods and services already provided and for the Media Packages as part of the digital event.
- c) Any claims by the exhibitor for reimbursement of expenses already incurred for participation in the event do not exist.
- d) Claims for damages by the exhibitor due to the cancellation of the event and the termination of the participation contracts are excluded.

## 19 General Terms and Conditions

The enclosed General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin also form part of these Conditions of Participation.