

Application Form start.hub logistics pavilion

Please complete in full and return: transportlogistic-exhibitions@messe-muenchen.de
Messe München GmbH, Messegelände, 81823 München, Germany

Area: air cargo forum Miami transport logistic Americas Requested stand no. start.hub logistics pavilion

Exhibitor Details

COMPANY

STREET, P.O. BOX

COUNTRY, TOWN, POSTAL CODE

TELEPHONE

E-MAIL

WEBSITE: WWW:

NAME OF CEO / MANAGING DIRECTOR, POSITION, MR MS

E-MAIL OF CEO / MANAGING DIRECTOR (optional)

CONTACT PERSON FOR TRADE FAIR ORGANIZATION, POSITION, MR MS

E-MAIL OF CONTACT PERSON FOR TRADE FAIR ORGANIZATION

MEMBER OF THE FOLLOWING TRADE ASSOCIATIONS:

HEADQUARTERS OF THE PARENT COMPANY WITH FULL ADDRESS AND COUNTRY:

BILLING ADDRESS (only if address differs from above)

COMPANY

STREET, P.O. BOX

COUNTRY, TOWN, POSTAL CODE

CONTACT PERSON FOR BILLING, MR MS.

E-MAIL OF CONTACT PERSON FOR BILLING

All bookings until July 14, 2022 benefit from an early bird price of USD 150.

STAND TYPE	qty	UNIT PRICE / \$US/ sf	TOTAL/ USD
start.hub logistics counter incl. services <u>booking until July 14, 2022</u>	1	2,200 USD	
start.hub logistics counter incl. services <u>booking from July 15, 2022</u>	1	2,350 USD	
Mandatory Registration Fee*	1	90 USD	90 USD
Details on included services/products as explained in the Exhibitor Agreement Rules of this application form. Mandatory Registration Fee includes standard company listing as exhibitor and custom marketing material.		Total	

The services are not subject to a German sales tax. An American sales tax, that could potentially arise at the fair location in Florida, is not included in this invoice and will be charged later in case of tax liability.

Please take note of the 2022 Exhibitor Agreement Rules as well as the Show Regulations. The attached 2022 Exhibitor Agreement Rules as well as the Show Regulations are recognized as legally binding in all parts. Each applicant acting on behalf of a third party shall be directly liable for meeting the demands of MMG in respect of the above fair.

Place and date

Print name

Company stamp and legally binding signature

INDEX OF PRODUCTS AND SERVICES

We shall be presenting exhibits and/or services which come under the following product group(s) product index:

1. **Telematics (ITS), logistics, E-Commerce (communications, data processing, control)**
 - 1.1 **Communications systems**
 - 1.1.1 Work-station systems for communications technology
 - 1.1.2 Digital radio communications systems
 - 1.1.3 Networked communications systems
 - 1.1.4 Mobile communications systems
 - 1.1.5 Display and information systems and installations
 - 1.2 **Data processing systems**
 - 1.2.1 DP systems for logistics and transport
 - 1.2.2 Data bases and information systems
 - 1.2.3 On-board computers and their peripherals
 - 1.2.4 Identification and coding systems
 - 1.2.5 Route planning
 - 1.2.6 IT-Security
 - 1.3 **E-commerce and e-business systems**
 - 1.3.1 E-procurement
 - 1.3.2 CRM (Customer Relationship Management)
 - 1.3.3 ECR (Efficient Consumer Response)
 - 1.4 **Transport control and DP systems**
 - 1.4.1 Receiving, storage and distribution of goods
 - 1.4.2 Transport scheduling
 - 1.4.3 Provision, maintenance and repair of transport equipment
 - 1.4.4 DP equipment and control systems in ports, airports, terminals and in the infrastructure
 - 1.4.5 Systems and installations for automatic identification (of containers, vehicles, loading/unloading equipment)
 - 1.4.6 Location and navigation systems
 - 1.5 **Integrated traffic management systems**
 - 1.5.1 Operational and planning systems
 - 1.5.2 Route and information systems
 - 1.5.3 Systems for freight traffic management
 - 1.5.4 Operational and communications systems for rail traffic
 - 1.5.5 Information/control centers for traffic management
 - 1.6 **Research and development**
2. **Intralogistics, warehouse management systems, auto ID, packaging**

2022 Exhibitor Agreement Rules

The air cargo forum Miami 2022 and transport logistic Americas 2022 SHOW, (the "Show") is organized by Messe München GmbH ("MMG") to be held at Miami Beach Convention Center, Miami Beach, Florida, USA ("Exhibit Facility") over November 08-10, 2022.

All prices indicated below are net and subject to applicable tax.

1. **Eligible Exhibits.** MMG reserves the right to determine eligibility of any company or product to participate in the Show. MMG may, in its sole discretion, refuse rental of exhibit space to any company whose display of goods or services is not, in the opinion of MMG, compatible with the objectives of the Show. MMG's right to refuse eligibility or participation in the Show extends through the final day of Show. MMG's determination of ineligibility or non-participation in the Show shall be deemed a "cancellation by Exhibitor" for purposes of Section 7.
2. **Exhibitor Agreement.** Exhibitor is who has submitted the Application Form and has been accepted for participation in the Show by MMG. Acceptance of an Exhibitor shall be via e-mail by MMG. By the issuance of the e-mail by MMG, in response to the submitted Application Form, the Exhibitor Agreement shall be concluded (the "Exhibitor Agreement").
3. **Exhibit Space Rental Charge.**
The start.hub logistics pavilion is organized by MMG. MMG will determine a space within the pavilion after having received the application. The price is **USD 2,200** for all applications received until June 30, 2022 and from July 01, 2022 **USD 2,350**. The Mandatory Registration Fee is **90 USD**.
- Booth package includes:** Flooring, Stand Structure, 1 counter unit (lockable), 1 chair, flooring, lighting & 1 electrical outlet, graphics incl. exhibitor name and logo, entry in online exhibitor database, opportunity for pitch presentation during the conference program.
- additional Services.** Any additional services other than those mentioned in the Exhibitor Agreement Rules required by the Exhibitor shall be requested in writing from Exhibitor Service Manual and are invoiced separately by MMG's selected suppliers. Minimum number of exhibitors: 4, Maximum number of exhibitors: 12
4. **Criteria for start ups:** present a logistics-related product or solutions, employ 75 people or less, company younger than 8 years (founded on/or after 01/01/2014), no restriction on sales and earnings.
5. **Exhibitor passes:** For the duration of the fair, each exhibitor receives **2 exhibitor passes**. The exhibitor passes should be ordered via the exhibitor online system.
6. **Payment.** The amounts invoiced in all invoices issued by MMG in connection with the Show are to be transferred without deductions and free of all charges to one of the accounts specified in the respective invoice, indicating the customer number. The times of payment specified in the invoices are binding and are to be complied with. Prior payment in full of the amount invoiced is a condition for access to the exhibition area.
Should the exhibitor wish to have an invoice re-issued because the name, legal form or address of the invoice recipient has changed, the exhibitor is bound to pay MMG a fee of **50 USD** for each invoice amendment, unless the data included in the original invoice in respect of the name, legal form or address of the invoice recipient was incorrect and MMG was responsible for the incorrect data.
7. **Cancellation of Exhibitor.**
 - a) In case Exhibitor cancels its participation without being entitled to do so and defaults on fulfilment of Exhibitor Agreement without good reason Exhibitor agrees to forfeit payments already made and agrees to pay the remaining balance due of the exhibit space rental charge unless waived by MMG in writing. Any cancellation by Exhibitor must be in writing to: Messe Muenchen GmbH, Am Messesee 2, 81823 Muenchen, Germany. In case Exhibitor cancels its participation without being entitled to do so and defaults on fulfilment of Exhibitor Agreement without good reason, Exhibitor agrees that MMG shall have the right to use the given exhibit space to suit MMG's own convenience, including the re-letting of such space without any rebate or refund to Exhibitor or otherwise using the given exhibit space whereby however, MMG is to offset the value of the expense saved and the advantages it has gained by re-letting or otherwise using the given exhibit space. MMG's right to claim any further damages in this event remains unaffected. In case Exhibitor does not pay the invoiced balance due and is on default with its payment MMG is entitled to cancel the Exhibitor Agreement and to demand the balance due of the exhibit space rental fee as flat-rate compensation. In this event, Exhibitor also agrees that MMG shall have the right to use the given exhibit space to suit its own convenience as mentioned in this section before. MMG's right to claim any further damages in this event remains unaffected.
 - b) Exhibitor will be entitled to a right of withdrawal of the Exhibitor Agreement in cases where statutory or regulatory provisions are in place according to which at any given point in time within a period of six weeks prior to the first day of the Show, no one will be allowed to exit from the country or part of the country where such Exhibitor has its domicile, or to enter the United States of America; or that anyone entering the United States of America from the country or part of the country where such Exhibitor has its domicile, shall place herself/himself under quarantine immediately upon entry. An Exhibitor will also be entitled to a right of withdrawal of the Exhibitor Agreement in cases where statutory or regulatory provisions, unlimited in time or applicable at least until the day following the final day of the Show, are in place prescribing that no one who has stayed at any time during the term of the Show, including its assembly and dismantling periods, in the United States of America or the part of the United States of America where the show has been held, may exit from the United States of America or enter the country or part of the country where such Exhibitor has its domicile, or that anyone who has stayed at any time during the term of the Show, including its assembly and dismantling periods in the United States of America or the part of the United States of America where the Show has been held, and who may be entering the country of part of the country where such Exhibitor has its domicile, shall place herself/himself under quarantine immediately upon.
8. **Liability and Indemnification of Exhibitor.** Exhibitor shall assume liability and indemnify, hold harmless and defend MMG, the Exhibit Facility and each of their respective agents, contractors, directors, and employees from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them, or other expense (including, without limitation, attorneys' fees and expenses) arising out of or relating to 1) the Exhibitor's use of the Exhibit Facility; 2) the conduct of Exhibitor's business or from any activity, work, or things that may be permitted or suffered by Exhibitor in or about the Show and the Exhibit Facility; 3) from any breach or default in the performance or any obligation on the Exhibitor's part to be performed under any provision of the Exhibitor Agreement or the Exhibitor Agreement Rules or the Exhibit Facility Rule's; 4) Exhibitor's failure to comply with any applicable law or regulation; or 5) from any willful misconduct and negligence of Exhibitor or any of its agents, contractors, employees, or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished to or used by Exhibitor or its agents, contractors or employees in connection with the exhibit at the Exhibit Facility. The terms of this provision shall survive the termination or expiration of this Exhibitor Agreement.
9. **Insurance.** It shall be the Exhibitor's obligation to secure, maintain and furnish all insurance necessary and provide to MMG written evidence of its commercial general liability insurance against claims for bodily injury or death, property damage and personal injury occurring in or upon or resulting from the premises leased. Requirements that Exhibitor must comply with are as follows: current commercial general and product liability insurance of 1,000,000 (USD) per occurrence, and applicable minimum requirements covering workers compensation insurance for statutory benefits and employers' liability.
10. **Sublease.** Exhibitors may not assign or sublet their exhibit space with another business or firm without prior written approval from MMG.
11. **Exhibits and Installation.** Target move-in dates are published in the exhibitor service manual. Installation at the Exhibit Facility will depend on the location of the exhibit space. All displays must be fully installed by **10:00 p.m. Monday November 7, 2022**.
12. **Display Heights.** Display material (including show cases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) and equipment must adhere to the Show Regulations.
13. **Alteration of Location of Exhibit Space.** MMG reserves the right to alter the location of exhibit spaces, at its sole discretion, in the best interest of the Show.
14. **Equipment Demonstrations and/or Entertainment.** The Exhibitor is solely liable for the operation of all displays and agrees to indemnify, defend and hold MMG, its officers, directors, volunteers, employees, guests, invitees, and agents harmless from any and all claims of liability arising out of Exhibitor's exhibit, demonstrations and the like.
15. **Exhibitor Functions.** Show Regulations prohibit functions being scheduled during show hours. Show Regulations also prohibit product displays in hotel suites and locations other than the Exhibitor's rented space in the Exhibit Facility. Any violation of this requirement will result in the termination of the existing Exhibitor Agreement. If the Exhibitor has a function in an official Show hotel, signs for that function may be placed in the public space of that hotel only. No Exhibitor signs may be placed in any other official Show hotel for any other reason.
16. **Cameras and Filming.** Registration and attendance at or participation in the Show or MMG meetings and other activities during the Show constitutes an agreement by the Exhibitor and on behalf of its employees, agents and contractors to MMG's use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic repro- ductions, or audiotapes of such events and activities. The only videotaping or electronic recording of any exhibit or equipment in the Exhibit Facility which may take place by the Exhibitor is recording his/her own exhibit or equipment upon approval of MMG. Any exhibitor taking photographs or videotape of another's exhibit or product must relinquish the film or digital media upon request; the film or digital media will be disposed of one year after being relinquished.

17. Dismantling. Exhibitors may not begin dismantling their booths in preparation for removal prior to the official closing time of **4:00 p.m. Thursday, November 10, 2022.** All exhibits must be dismantled by **02:00 p.m. Friday, November 11, 2022.** Any exhibit with displays or materials left within the booth without instructions will be packed and shipped or disposed at the discretion of MMG, and all charges will be applied to the Exhibitor plus applicable administrative fees.

18. Force Majeure / Cancellation of Show. Exhibitor agrees not to assert any claim for damages whatsoever, if the Show is canceled, postponed, curtailed or abandoned due to an event of Force Majeure, including without limitation war, threat of war, radioactive contamination, government retaliation against foreign enemies, federal, state or local government regulation or advisory, disasters, fire, earthquakes, hurricanes, epidemics, pandemics, accidents or other casualty, strikes or threat of strikes, acts of attendees, civil disorder, terrorist acts and/or threats of terrorism, acts of foreign enemies, or a similar intervening cause beyond the control of either party making it illegal, impossible or commercially impracticable to hold the Show in MMG's sole discretion. Exhibitor does not thereby acquire the right to withdraw, cancel or reduce payment, nor do they have any other claims against MMG, in particular claims for damages.

19. Exhibitor Agreement Rules/Show Regulations. MMG reserves the right to make changes, amendments and additions to the Exhibitor Agreement Rules and Show Regulations at any time, and all changes, amendments and additions so made shall be binding on the Exhibitor with the provision that Exhibitor will be advised of any such changes. MMG shall have the final determination, interpretation, and enforcement of all rules, regulations, and conditions governing Exhibitor, provided that the Exhibit Facility shall be responsible for the application, interpretation and revisions to the rules of the Exhibit Facility applicable to Exhibitor, to which Exhibitor also agrees to comply with. Exhibitor shall also comply with any requirements of the City of Miami or the State of Florida. Upon any violation of the Exhibitor Agreement Rules, Show Regulations and/or Exhibit Facility rules or any other binding rules by the Exhibitor, its agents, employees or contractors, MMG is entitled to exercise all rights available to it, including those set forth in Section 1. above and removal of the Exhibitor from the Show for its duration should a violation occur prior to or during the Show. All matters and questions not specifically covered by these aforementioned are subject to the decision of MMG and those decisions will be final.

20. Security. Exhibitor is responsible for the security of its exhibit. MMG will provide crowd control admittance security. Exhibitor is encouraged to budget and make security arrangements for valuable or sensitive items. MMG is not liable for any loss or damage to Exhibitor's property whatsoever unless caused directly by the wrongful misconduct or gross negligence of MMG or its employees, agents and contractors.

21. Damage to Property. Exhibitor is liable for any damage caused by Exhibitor or its agents, employees or contractors to building floors, walls or columns, or to standard booth equipment, or to another exhibitor's property. Exhibitor may not apply paint, lacquer, adhesives, stickers or other coating to building columns and floors or to standard booth equipment.

22. Booth Accessibility. Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 ("ADA") with regards to their booth space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at:

https://www.ada.gov/ada_intro.htm or <https://beta.ada.gov/>

23. Limitation of Liability of MMG. MMG is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which MMG, its legal representatives or agents are responsible, as well as for other damage caused by intentional or grossly negligent breach of duty by MMG, its legal representatives or agents. MMG is also liable for any damage caused by negligent breach of cardinal contractual duties by MMG, its legal representatives or agents. Cardinal contractual duties are those duties the fulfillment of which enable the contract to be duly executed at all and in the compliance with which the other contracting party may generally trust. If cardinal contractual duties are breached, MMG is liable only if the damage is typical damage and not consequential damage and then only up to 5 times the net exhibit space rental fee, but no more than 100,000 (EUR) per claim. In no event shall MMG and its legal representatives or agents be liable to Exhibitor or any third party hired by or otherwise engaged by Exhibitor for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of this Application Form and/or the Exhibitor Agreement or connected in any way with use of or inability to use the services outlined in the Exhibitor Agreement or for any claim by Exhibitor, even if any of the MMG has been advised, are on notice, and/or should have been aware of the possibility of such damages. Exhibitor shall be solely responsible for and bear his/her attorney's fees and costs. Exhibitor agrees to indemnify and defend the MMG from any claims brought by a third party hired by or engaged by Exhibitor.

24. Entire Agreement. This Exhibitor Agreement including the Exhibitor Agreement Rules and the Show Regulations constitutes the entire agreement between MMG and Exhibitor.

25. Governing Law. The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of Federal Republic of Germany; standard international law is excluded.

26. Place of performance and legal venue. The legal venue for all disputes arising from this contract is Munich when the contracting parties are merchants, legal entities or special assets under public law, or when at least one of the contracting parties does not have a general legal venue in the Federal Republic of Germany, or when after conclusion of contract the party moves its domicile or habitual abode outside the Federal Republic of Germany, or when its domicile or personal abode is unknown at the time of commencement of action. Alternatively, Messe München GmbH is also entitled to bring action at the general legal venue of the customer. The place of performance for all obligations arising from this contract is Munich.

29. Data Protection.

Personal data which is collected on or transmitted by the exhibitor may be used for the fulfillment of the business purposes of Messe München GmbH within the framework of the statutory data protection provisions. Messe München GmbH and its affiliated companies, as well as its foreign representatives, are moreover entitled to use these personal data in order to inform exhibitors on a regular basis about the services provided by Messe München GmbH and its affiliated companies and foreign representatives by letter, e-mail, phone or fax. An overview of affiliated companies and foreign representatives, some of which reside outside the European Union (EU) and the European Economic Area (EEA), can be retrieved from our website www.messe-muenchen.de under the section "International." An overview of service partners for the show can be retrieved from the event website www.aircargoforum.org. The exhibitor shall establish the preconditions required under data protection law to enable the above uses by means of appropriate measures (e.g. obtaining consent of his employees). The exhibitor is liable to Messe München GmbH for damages and expenses resulting from the infringement of this obligation and shall hold Messe München GmbH harmless from any third-party claims upon first demand