



# transport logistic 2007

No. 1 for Logistics, Telematics and Transport

June 12-15, 2007 ♦ Munich, Germany



Trade Show Services GACC New York, Inc. organizes and operates USA Pavilions to help small / medium sized companies and those new to the global market exhibit effectively without exhausting their marketing budgets. Our All-Inclusive Package makes it possible!

## Why USA Pavilions are a Good Idea

### ✓ Get Noticed

Small and even medium-sized exhibitors can easily get lost in the crowd at our huge global shows. Our pavilions are an opportunity for you to stand out and get noticed.

### ✓ All-Inclusive Package

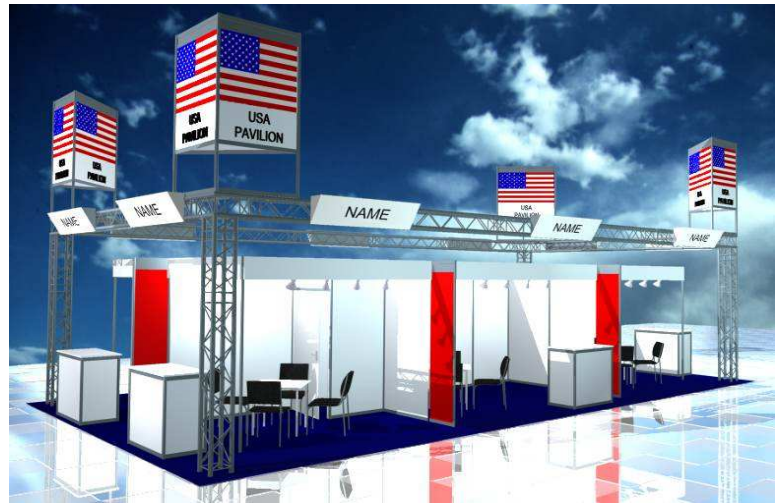
Our All-Inclusive USA Pavilion Package includes floor space, furniture, carpeting, electricity, access to a fully equipped exhibitor lounge and U.S. Department of Commerce support, a common hostess and shared translation services - all for one low price.

### ✓ Save Money

A hostess offers refreshments and light snacks for your staff and prospects in the USA Pavilion lounge. This eliminates the need to have a costly catering service for your own booth. We also offer shared translation services.

Please initial here: \_\_\_\_\_

**Trade Show Services GACC New York, Inc.**  
Munich International Trade Fairs  
75 Broad Street, 21<sup>st</sup> Floor, New York, NY 10004  
Contact: Anke Gruening  
Phone: (646) 437-1014  
Fax: (212) 262-6519  
agruening@munich-tradefairs.com  
www.munich-tradefairs.com



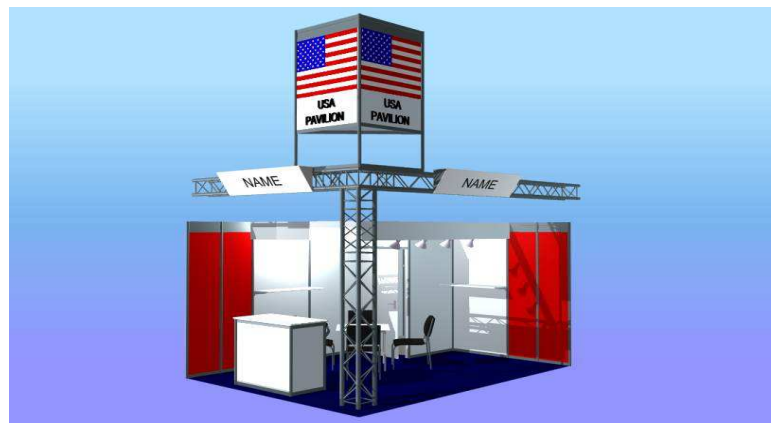
USA Pavilion

## Standard Features

- ▶ Standard company header (up to 15 letters)
- ▶ Lockable storage closet 1x1 m (±11 sq. ft.)
- ▶ 1 electrical outlet (220V/50Hz)
- ▶ 1 information counter & 1 stool
- ▶ 1 table 70x70 cm (±28x28 in.) and 4 padded chairs
- ▶ 2 shelves 100x30 cm (±39x12 in.)
- ▶ 1 coat rack and 1 waste basket
- ▶ Overhead lighting: 1 spotlight per 3 sq. m. (±32 sq. ft.)
- ▶ Wall-to-wall carpeting (blue)
- ▶ Walls (white) and running traverse construction

## Customize Your Look

Our booths have a modern design that may be customized to meet your specific needs at additional costs. Add your company graphics, a multitude of furniture upgrades, audio/visual equipment, high-speed internet lines, computer equipment, plasma screens and just about anything else!



Single Booth in USA Pavilion



**All-Inclusive Package**  
**Application for the USA Pavilion**  
**transport logistic 2007 ♦ June 12 – 15, 2007 ♦ Munich, Germany**  
 Exhibit Package Including Equipment and Services Specified as per Attachment



Exhibitor Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Web Site: \_\_\_\_\_ Email: \_\_\_\_\_

Products or services to be exhibited: \_\_\_\_\_

**Requested Space**

- |   |           |
|---|-----------|
| <input type="checkbox"/> 12 square meters (app. 129 sq. ft.)                    | € 5880.00 |
| <input type="checkbox"/> 15 square meters (app. 161 sq. ft.)                    | € 7350.00 |
| <input type="checkbox"/> 18 square meters (app. 194 sq. ft.)                    | € 8820.00 |
| <input type="checkbox"/> Other (min. 9 sq. m.) _____ sq. m. 490.00 € per sq. m. | € _____   |

Total Due: € \_\_\_\_\_

Less 50% Non-Refundable Deposit by Credit Card  
**(must be enclosed):** € \_\_\_\_\_

Balance Remaining: of Booth Space Cost € \_\_\_\_\_  
 Remaining balance due by February 28, 2007

Please note that our USA Pavilion Package prices include the registration fee as well as the basic entry in the trade fair catalogue.

**Note:**

This Application, when signed by the Exhibitor and the Organizer, constitutes a binding legal agreement. The Organizer agrees to review Exhibitor's Application and assign space to the Exhibitor, if available, consistent with Pavilion eligibility requirements and policies. The Exhibitor agrees that upon acceptance of this Application by the Organizer, with or without the appropriate payment, this Application shall become a legally binding contract, enforceable against the Exhibitor in accordance with its terms. By signing below, the individual signing this Application represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Exhibitor. It is understood that the booth will be assigned to the company listed above.

**Name of legally responsible party (please type or print name, title and sign below):**

Exhibitor has read, understands and agrees to be bound by the Conditions of Participation and Information Regarding Pavilion Package attached hereto. This Application, including the Conditions of Participation and Information Regarding Pavilion Package, constitutes the entire agreement between the parties hereto and can not be modified except by express written agreement signed by the Organizer. Space assignments are provided on a first-come-first-served-basis.

**Exhibitor:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Accepted By Organizer:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please return this Application with the completed and signed Credit Card Authorization Form for a 50% deposit of the exhibit fee identified above.**

**Trade Show Services GACC New York, Inc.**  
Munich International Trade Fairs  
75 Broad Street, 21<sup>st</sup> Floor, New York, NY 10004  
Phone: 212-974-1880  
Fax: 212-262-6519

## Conditions of Participation in the USA Pavilion at transport logistic 2007– June 12 - 15, 2007

Trade Show Services GACC New York, Inc., (hereafter called “Organizer”), and the exhibiting company identified on the attached Application (“Exhibitor”) do hereby agree to the following terms and conditions of participation in the USA Pavilion at transport logistic, June 12 - 15, 2007 (the “Pavilion”):

The terms set forth on the attached Application shall be and are part of this Agreement; without limiting such terms, Organizer and Exhibitor further agree as follows:

### A. Terms of Payment:

1. If for any reason the Exhibitor desires to cancel its participation in the Pavilion, a written cancellation notice from Exhibitor must be actually received by Organizer no later than February 28, 2007. Cancellation prior to that date incurs a 50% cancellation fee in the form of the 50% Non-Refundable Deposit. Any participant that cancels on or after February 28, 2007, or whose right has been cancelled by Organizer under Item A.2. below, is unconditionally liable for 100% of the remaining Booth Space Cost payable as set forth on the attached. In addition, any and all services ordered by the Exhibitor prior to cancellation shall remain payable in full notwithstanding such cancellation. The Organizer may accept Applications received after February 28, 2007, in its sole discretion. Upon acceptance of any Application after February 28, 2007, 100% of all fees will be immediately due and non-refundable in the event of a cancellation.

2. The Organizer reserves the right in its sole discretion to cancel the participation of any Exhibitor which has a) not paid for its space in full by February 28, 2007, or b) not paid the required deposit for additional services and options for its exhibit participation by February 28, 2007, or c) not in any other way made timely payment as required hereunder, or d) breached any other term of this Agreement, including the terms of Item D.1. below. Under any of the above circumstances, the cancellation policy listed under Item A.1. applies. Any cancellation by Organizer hereunder shall be effective immediately and all rights of Exhibitor hereunder shall terminate and Exhibitor shall immediately vacate the premises provided hereunder without further notice or process, which Exhibitor hereby expressly waives. In the event of cancellation on or prior to February 28, 2007, any prepayment made for the 50% Balance Remaining of Booth Space Cost, after deduction of any applicable cancellation fee, shall be returned to the Exhibitor, without interest.

### B. The Organizer agrees to the following:

To provide the following services: USA Pavilion display stand design and construction; install and dismantle display system, furniture and standard participant identification sign; normal utilities and hookup service; interpreter assistance, all consistent with Organizer’s normal course of business, as described in the attached sheet entitled “Information Regarding Pavilion Package.”

### C. The Exhibitor agrees to the following:

1. To provide appropriate equipment and/or material for display and promotion.

2. To make full financial payment to Organizer for exhibit space and stand equipment as well as additional services and options as contracted hereby or separately with Organizer.

3. Exhibitor shall not assign, sublet or in any way transfer any rights under this Agreement, including but not limited to the exhibit space provided hereunder, without the prior written consent of the Organizer; any attempted assignment, transfer or sublet in violation of this clause shall be void. In all cases where an Exhibitor has subtenants within its group exhibit, (e.g. a state or association stand), the Exhibitor will remain fully responsible for all the group’s payment, including those of the subtenants. The Exhibitor must provide a minimum of 9 square meters (96.9 square feet) of exhibit space for each subtenant exhibiting.

4. To provide detailed, accurate information as to the technical specifications of the equipment to be exhibited, including electrical requirements, as well as information on the booth layout, furnishings and graphic designs, which conform to the parameters of the Pavilion as set forth by the Organizer in the document entitled “Information Regarding Pavilion Package” and which comply with the Organizer’s technical guidelines, as set forth in the document entitled “General Terms of Participation (A) Technical Guidelines Munich

Trade Fair Centre.” The Exhibitor’s space will be consistent with the technical specifications provided to Organizer.

5. To provide a qualified and duly authorized representative to arrive at the site at least one (1) day prior to opening to oversee set-up of the display and to gain familiarity with the location, as well as to staff the booth during business hours throughout the term of the show. This representative shall be authorized to discuss the equipment displayed and to conduct contract negotiations, including all terms thereof; and to enter into and execute contracts on behalf of the Exhibitor.

6. Exhibitor must secure adequate property and liability insurance as reasonably determined by Organizer, which insurance shall provide coverage in an amount equal to no less than one hundred thousand Euros (€100,000) per incident. The Exhibitor shall provide the Organizer with proof of such policy upon request.

7. To arrange for shipping of the Exhibitor’s equipment and/or material; to remove the Exhibitor’s equipment and/or material from the exhibition site after the close of the show; and to make immediate payment for all on-site expenses, including handling and shipping costs. The risk of loss for Exhibitor’s equipment and materials shall at all times remain with the Exhibitor. Organizer shall have no responsibility for any loss or damage to Exhibitor’s equipment or materials at any time. The Organizer has the right to discard or otherwise dispose at the expense of the Exhibitor of any materials left behind at the exhibition site after the show.

8. The Exhibitor understands and agrees that the actual occupancy of the space reserved by the Exhibitor is of the essence. If the Exhibitor does not occupy the space continuously during the hours of the show, the Organizer may occupy or cause said space to be occupied as it may deem in the best interests of the show, without in any way releasing the Exhibitor from any liability hereunder. In addition, in the event that an Exhibitor fails to occupy its space, all other rights of an Exhibitor will be revoked.

9. Exhibitors shall at all times comply with the terms set forth in the “General Terms of Participation (A) Technical Guidelines Munich Trade Fair Centre,” which will be made available to the Exhibitor upon request.

10. The Exhibitor will at all times ensure that the conduct of their staff and the presence of their equipment and materials in the space will in no way interfere with the operation of their neighbors’ booths, or with the rights of other exhibitors and visitors. In particular, Exhibitor will keep levels of sound produced in their space at a reasonable volume.

11. The Exhibitor hereby acknowledges that they may only provide catering services to guests and staff with the advance written permission of the Organizer, and only through those caterers approved by the Organization and the Messe Muenchen GmbH (Munich Trade Fair Center).

12. At all times during the show, the Exhibitor will comply with the laws in effect in Munich, Germany.

### D. Other conditions:

1. The Organizer has the authority, at its sole discretion, to assign or reassign space, determine articles and methods to be used for display of items, determine location of participant and agent identification in stands, and has overall decision authority concerning all matters directly relating to the USA Pavilion and participants. Organizer, at its sole discretion, may make any substitutions or modifications of items and services described herein with items and services of similar kind and quality. Exhibitor may not use with respect to, or bring onto, the exhibit space any contractor, subcontractor or supplier, including but not limited to stand construction companies, graphic designers or suppliers or audio/visual consultants or suppliers, without the prior written consent of the Organizer.

2. Organizer shall have sole and complete discretion to accept or reject any Exhibitor Application. No applicant shall infer any right to participate in the Pavilion from its participation at any previous event organized by Messe Muenchen GmbH, Organizer or any of their respective related or affiliated companies. Without limiting the generality of the foregoing, Organizer is free to deny the Application or cancel this contract without penalty for, by or with

respect to any applicant which has any outstanding debts or obligations owed or owing to Messe Muenchen GmbH, Organizer or any of their affiliated entities.

3. ORGANIZER'S CANCELLATION AND REFUND POLICY IS AND AT ALL TIMES SHALL REMAIN AS SET FORTH ABOVE, WITHOUT EXCEPTION OR LIMITATION DUE TO ANY CIRCUMSTANCE BEYOND EITHER PARTY'S CONTROL, INCLUDING BUT NOT LIMITED TO, ACTS OF GOD, TERRORISM, WAR, CRIMINAL ACTS, CIVIL DISTURBANCE, STORM, STRIKE, ACCIDENT, GOVERNMENT ACTION, THIRD PARTY NONPERFORMANCE OR OTHER SIMILAR CIRCUMSTANCE.

4. The Organizer reserves the right to terminate the Pavilion if a minimum of twelve (12) participants are not secured. In case of such cancellation, all funds will be returned to the participants; provided, however, that Exhibitor will not be entitled to any interest on funds paid.

5. The Exhibitor hereby forever releases the Organizer from any liability for any illness, injury, loss of life, damages to persons or for damages to property sustained by reason of participation by the Exhibitor in the Pavilion, or by reason of acts done or performed by the Exhibitor, its agents or employees.

6. It is agreed that the Organizer shall be absolved of any of and hereby indemnified and held harmless by Exhibitor from and against any liability for any claims, damages or losses resulting from or related to the failure of the Exhibitor to comply with the provisions of these Conditions of Participation and the conduct of the Exhibitor and its employees, agents, subcontractors, and representatives at the Pavilion. If the Exhibitor fails to fulfill any of its obligations under these Conditions of Participation, the Organizer shall be released from its obligation, and the participant's contribution forfeited. In the event additional costs are incurred by the Organizer as a result of the participant's failure to comply with the provisions of the Conditions of Participation, or instructions provided therein, such additional costs, including all attorney fees, shall be paid by the Exhibitor to Organizer.

7. While the Organizer will make every reasonable effort to identify reliable contractors such as freight forwarders, customs brokers, designers, photographers, translators, etc., for the benefit of the participant, it assumes no responsibility or liability for the acts of any contractor selected or for the safety and soundness of any such contractor's work.

8. In no event shall the Organizer be responsible for theft, loss or damage to Exhibitor's products or booth. Exhibitor agrees that it is wholly responsible for protecting its property on and off the premises of the show. Exhibitors are encouraged to secure their exhibits and products.

9. In the event of any conflict between the terms and conditions set forth herein, and those set forth in the document entitled "General Terms of Participation (A) Technical Guidelines Munich Trade Fair Centre," the terms set forth herein will prevail.

10. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be submitted to and settled by arbitration in accordance with the Rules of the American Arbitration Association, to be conducted in New York, NY, USA and judgment upon any award rendered by the arbitrator(s) may be entered in any court having competent jurisdiction thereof. Exhibitor shall be obligated to pay, and reimburse Organizer for, all costs and expenses, including reasonable attorneys' fees and costs of arbitrations incurred by Organizer in connection with Organizer's enforcement of the terms of this Agreement.

#### **WAIVER OF WARRANTY**

ORGANIZER MAKES NO REPRESENTATION OR WARRANTY AS TO THE SAFETY, SOUNDNESS, SUITABILITY OR PERFORMANCE OF THE PAVILION OR ITS PRODUCTS OR PREMISES AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY EXPRESSLY WAIVED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

**Please Initial Here:** \_\_\_\_\_



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June 12-15, 2007 ♦ Munich, Germany



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Trade Show Services GACC New York, Inc.  
Munich International Trade Fairs  
75 Broad Street, 21<sup>st</sup> Floor  
New York, NY 10004

## Credit Card Payment Form

I hereby authorize Trade Show Services GACC New York, Inc. to charge my credit card for the following:

\_\_\_\_\_

|                            |              |            |
|----------------------------|--------------|------------|
| Name on Credit Card: _____ |              |            |
| Company: _____             |              |            |
| Address: _____             |              |            |
| City: _____                | State: _____ | Zip: _____ |
| Phone: _____               | Fax: _____   |            |

|  |
|--|
| Credit Card Type: _____ Visa/Mastercard _____ American Express |
| Credit Card Number: _____                                      |
| Amount charged: _____  |
| Expiration Date: _____   |

Date: \_\_\_\_\_

Legally binding signature: \_\_\_\_\_