

Special conditions of participation for the ILA 2022

ILA Berlin, 22 – 26 June 2022

Berlin ExpoCenter Airport

The subject matter of these Conditions of Participation is also the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin.

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1 Organizer

ILA Berlin is organized by the German Aerospace Industries Association (BDA) e.V. (BDLI) at the Berlin ExpoCenter Air port. Messe Berlin GmbH has been commissioned to prepare and execute the exhibition. Messe Berlin GmbH is the legal and economic sponsor of this event and is entitled to assert all claims arising from it.

2 Important data

Duration of the event

22–26 June 2022

ILA Berlin 2022

22–24 June 2022

International Supplier Center

Early Booking Deadline 30 November 2021 (no Early Bird Booking for aircraft exhibition)

Conferences and career topics are shown in separate participation conditions.

Start of hall planning

14 March 2022

Opening hours for exhibitors*

June 22–26, 2022, 8 a.m.–7 p.m.

for trade visitors only*

22–24 June 2022, 10 a.m.–6 p.m.

for private and trade visitors*

25–26 June 2022, 10 a.m.–6 p.m.

first build-up day*

June 14, 2022, 7 a.m.–10 p.m.

last build-up day*

June 21, 2022, 7 a.m.–10 p.m.

first dismantling day*

June 27, 2022, 7 a.m.–10 p.m.

last day for dismantling*

June 30, 2022, 7 a.m.–10 p.m.

* Subject to change, final schedules will be determined together with the mailing of the admission.

Build up and dismantling at the Static Display Area:

The times for the build up and dismantling of the mobile structures and for the positioning of the aircraft in the static display area are subject to separate planning, which

takes into account a technically necessary positioning sequence. Until then, the above-mentioned time schedules apply in principle. In any case, this construction and design must be completed by 6:00 p.m. on June 21, 2022; dismantling can begin from 5:00 p.m. on June 26, 2022 at the earliest.

3 Registration, conclusion of contract, restrictions

3.1 Registration

Exhibitors can register online via the registration portal provided on the event website at www.ila-berlin.de. The exhibitor will receive an electronic confirmation of receipt of his registration, which does not guaranty admission to the event. Registration via the registration portal does not entitle the exhibitor to subsequent admission to the event. Registrations received after the start of the hall layout can only be taken into account subject to the number of places still available.

Exhibitors taking part in the ILA with an aircraft capable of flight (participation in flight operations, in the static display in the outdoor exhibition area or as a special exhibit in the halls) must also complete the online registration form for aircraft to enable a space to be allocated in the outdoor exhibition area and also to provide flight operations information, e.g. for arrivals and departures.

Exhibitors displaying goods that are subject to the German War Weapons Control Act (KrWaffKontrG) must list these separately under „Information on War Weapons“ no later than 4 weeks before the start of the exhibition and ensure that they will comply with the regulations of the Federal Republic of Germany for the handling of these special goods. War weapons exhibited at the ILA may only be presented for exhibition purposes. After the end of the event these goods must be removed from the exhibition grounds without delay. Foreign exhibitors must immediately re-export the war weapons from the Federal Republic of Germany, if necessary after consultation with German customs.

3.2 Confirmation of participation/ admission

Only companies and organizations that correspond to the theme and structure of the event, with particular reference to the ILA Berlin product group list, will be admitted as exhibitors.

Messe Berlin GmbH will submit to the exhibitor a proposal for the location and size of the stand space provided within the framework of the given possibilities and taking into account the registered form and size of the stand („placement offer“). The space offered on own discretion to the exhibitor is based on Messe Berlins needs and spatial capabilities also taking into account on the information provided by the exhibitors. The exhibitor

has no entitlement to a specific location and a specific size of stand.

The final decision on participation in ILA 2022 will be made by Messe Berlin GmbH in consultation with the BDLI. The contract between the exhibitor and the organizer is only concluded upon receipt of a written order confirmation (admission of the exhibitor and the registered exhibits). Once the exhibitor has been admitted, he will receive access data for the exhibitor service area in the BECO Webshop.

3.3 Essential parts of the contract

In addition to the provisions of § 1, 1.2 of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin GmbH:

3.3.1 Flight Operations Procedures ILA 2022 in the current version (for exhibitors with airworthy aircraft)

3.3.2 Technical Guidelines Berlin ExpoCenter Airport

By sending the registration online via the registration portal, the exhibitor accepts the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin, these Special Terms and Conditions for Participation in ILA 2022, the regulations contained in the BECO Webshop and the Technical Guidelines Berlin ExpoCenter Airport as binding. The exhibitor must ensure that the persons employed or contracted by him at the event are also aware of these regulations and comply with them.

3.4 Restriction of exhibitors, exhibits and scheduled flying displays

Messe Berlin GmbH may, for objectively justified reasons, exclude individual exhibitors from participation in whole or in part, as well as restrict the event to certain exhibition groups, if this is necessary to achieve the purpose of the event. This could be the case in particular if incompatibility with the War Weapons Control Act is established, or if the planned aerial displays do not comply with the guidelines of the Federal Republic of Germany for aerial displays, or if the aircraft cannot provide evidence of the necessary insurance cover.

4 Terms of payment

4.1 Date of payment

Advance payments on the stand rental and ancillary costs must be made by the due date stated on the down-payment invoice (no later than 4 weeks after admission, but in any case before the start of the event). Payment must be made to one of the specified accounts of Messe Berlin GmbH.

Messe Berlin GmbH is entitled to invoice the Chalet Exhibitor for an advance payment of EUR 10,000 plus VAT once the application has been submitted, which will be refunded if the contract is not concluded.

The final invoice including all further services, i.e. also the ancillary and additional services ordered in the BECO Webshop, will be issued after the end of the event, taking into account any advance payments already made. Exhibitors are requested to provide their invoice and customer numbers. Any subsequent invoice rewriting that deviates from the applicant data will be charged with a fee of EUR 100.00 plus statutory VAT.

4.2 Exemption from sales tax deduction

If the exhibitor wishes to be exempted from the deduction of VAT, the VAT form available in the registration portal must be submitted. Exhibitors with company headquarters outside the EU must also submit a Business Certificate in English.

5 Stand/space allocation

5.1 General Terms

Messe Berlin GmbH will allocate the location taking into account the themes and topics of the event as well as the space or rooms available. Exhibitors may express their wishes regarding the location of their stand, eventually Messe Berlin GmbH has sole discretion regarding the implementation of these wishes. Each exhibitor is obliged to inform himself about the location, the exact dimensions and any fixtures etc. of the stand allocated to him and, if necessary, about the condition of the subsoil in the case of outdoor exhibition space rental.

5.2 Change / relocation of stands, exhibits and aircraft

Up to the start of the event, the location of the stands, exhibits and aircraft may change compared to the time of admission. This shall not give rise to any claims for compensation.

5.3 Relocation, modification, transfer to third parties

If Messe Berlin GmbH intends to make changes in the area of stand spaces already allocated (e.g. structural alterations, installation of fittings, rearrangement of aircraft due to safety and flight operation constraints, etc.), it will inform the exhibitors concerned in good time. In order to avert imminent danger, it may also make this notification after the correction has been made.

A transfer of the location can take place for compelling factual reasons. In this case, an equivalent space will be allocated if possible. In the event of a significant change of location, the exhibitor is entitled to withdraw his application within one week of notification of the new location. Claims for damages are excluded on both sides.

6 Exhibits, legal protection

6.1 Exhibits not permitted

No operational weapons, ammunition, explosives, radioactive material or external tanks filled with fuel or a fuel/

air mixture may be displayed or carried, either on the exhibition grounds or during movements in and to/from the exhibition grounds.

7 Withdrawal from the contract

7.1 Cancellation by the exhibitor, COVID-19 travel restrictions

In addition to §§ 8, 8.1 of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin, the exhibitor is entitled to withdraw from the event or to cancel or reduce the stand area if, as a result of the SARS-COVID-19 pandemic, domestic or foreign travel bans or entry bans to Germany are imposed by the state prior to the start of the event, making it impossible for the exhibitor to operate his stand in terms of personnel. Cases in which entry into Germany prior to the start of the event and/or the return to the country of origin of the personnel intended to operate the stand after the event would require a government-ordered quarantine of at least 7 days and such quarantine cannot be avoided by reasonable measures such as molecular biological tests (PCR tests) and/or vaccinations shall be deemed equivalent to an impossibility due to travel restrictions pursuant to sentence 1. In the cases specified in Item 7.1, Sentences 1 and 2, Messe Berlin is entitled to charge 10 % of the stand rent. In the all mentioned cases the exhibitor must provide evidence of the impossibility.

7.2 Withdrawal by Messe Berlin

In addition to the provisions of § 8.2 of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin, Messe Berlin is entitled to withdraw from the contract if

- a) the exhibitor repeatedly violates safety, order or flight operation instructions and requirements or the house rules or common decency and does not cease his behaviour even after a warning.
- b) the exhibitor participating in flight operations fails to provide proof of insurance and does not wish to bear the costs incurred by Messe Berlin GmbH through subsequent insurance.

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

7.3.1 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.

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

- a) Messe Berlin is obliged to inform the exhibitors immediately of the cancellation.
- b) 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 Online Packages as part of the digital event.
- 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 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.

- d) Claims for damages by the exhibitor due to the cancellation of the event are excluded.

7.3.3 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 Online 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.

7.3.4 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 Online 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.

7.3.5 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 Online Packages as part of the digital event.

c) Claims for damages by the exhibitor due to the cancellation of the event are excluded.

7.3.6 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.

7.3.7 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 Online 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.

8 Liability and warranty, insurance

8.1 Liability of Messe Berlin

In addition to § 7, 7.1-7.6 of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin, the following applies:

The limited space, organisation and time available, as well as weather conditions and permit requirements, can lead to an undesirable restriction of exhibition-related flight operations.

This applies all the more since all ILA flight operations take place on the airport grounds and in the sensitive area of BER. Normal airport operations (scheduled air traffic, occasional traffic and general aviation) take place parallel to the event and have priority over the event. Messe Berlin GmbH is therefore unable to provide any guarantee for the feasibility of flight operations.

The aviation authorities involved, in particular Deutsche Flugsicherung (German Air Traffic Control) and other air traffic control bodies, as well as the German Meteorological Service, are not vicarious agents of Messe Berlin GmbH in the performance of their duties. The same applies to other organs of public authority and to Flughafen Berlin-Brandenburg GmbH, insofar as the latter acts or is required to act as an airport operator. Messe Berlin GmbH accepts no responsibility, guarantee or liability in this respect. Other participants in the event, visitors and other users of the airport and the airspace surrounding it are also not vicarious agents of Messe Berlin GmbH. Messe Berlin GmbH accepts no responsibility, warranty or liability in this respect.

Even insofar as Messe Berlin GmbH refers to alternative airfields and landing possibilities for emergencies (emergency alternates) and other possibilities for take-offs and landings, Messe Berlin GmbH accepts no responsibility, guarantee or liability for flight operations there.

Finally, Messe Berlin GmbH would like to point out that it cannot accept any

liability for the conditions and performance of the so-called handling of aircraft.

In particular, participants are required to ensure that the necessary tow bars, special ground service equipment and special operating materials are available.

8.2 Liability and insurance cover of exhibitors

Unless otherwise agreed, the exhibitor's liability is governed by the general rules. The conclusion of exhibitor insurance is recommended. Participating aircraft must have liability insurance or state liability protection. The amount of cover for static exhibits must at least correspond to the amounts specified in § 37 LuftVG.

These are currently:

Take-off weight in kg	DS in Special Drawing Rights (SZR) in accordance with EU Regulation 785
0-499	750.000
500-999	1.500.000
1.000-2.699	3.000.000
2.700-5.999	7.000.000
6.000-11.999	18.000.000
12.000-24.999	80.000.000
25.000-49.999	150.000.000
50.000-199.999	300.000.000
200.000-499.999	500.000.000
500.000-	700.000.000

Units refer to units of account or euros.

Weight is defined as the maximum mass of the aircraft allowed for take-off.

The conversion of the insurance cover for foreign participants whose sum insured is expressed in foreign currency shall be based on the officially determined average exchange rate on the day preceding the test.

Should other national and international guidelines require a higher level of liability insurance for the aviation event, the participant is obliged to maintain insurance cover at this level.

In this amount, the party liable to pay compensation in accordance with § 33 LuftVG assumes liability towards injured parties beyond the amounts regulated in § 37 LuftVG. In this respect, the injured parties shall benefit beyond the statutory liability limits by contract in favour of third parties; the quotas of § 37 paragraph 2 to 4 LuftVG shall apply accordingly. Any further legal liability, in particular according to §§ 44 ff, 53 ff LuftVG, but also according to the aircraft's home country law and international regulations, remains unaffected.

Aircraft may only be flown at the ILA (including demonstration and acceptance flights) and stationary aircraft may only

be presented if an original confirmation of insurance or liability is submitted at the latest prior to the demonstration and acceptance flight, or in exceptional cases prior to the event-related operation, or in the case of stationary presentation prior to the public presentation on the exhibition stand. In the case of stationary presentations, prior to public presentation on the exhibition stand, an original confirmation of insurance or liability must be submitted, stating that the aircraft is covered by insurance to the extent required by these conditions for the period of the ILA or for the day(s) on which the aircraft is to be used. The period during which practice, workshop and acceptance flights take place at Berlin ExpoCenter Airport must be included in this insurance cover or in the state liability cover.

The submission of the insurance or liability confirmation in the form of a copy, fax or the like is not sufficient.

If proof of insurance and liability cover is not properly provided, Messe Berlin reserves the right – without assuming any obligation in this respect – to take out insurance cover in the required amount from a German liability insurer affiliated with the German Aviation Pool in its own name for the account of the participant. Messe Berlin GmbH or its agents are entitled to make participation in ILA flight operations dependent on reimbursement of the costs of this insurance cover.

9 Additional provisions for exhibitors of aircraft/ participants in flight operations/ sightseeing flights

Insofar as the event is of an aeronautical nature, the responsibility of Messe Berlin GmbH is secondary to that of the exhibitor, the flying personnel, the airport operator and the aviation authorities. The following regulations therefore take account of the reduced responsibility of Messe Berlin GmbH.

The highest priority in ILA flight operations is the preservation of public safety and order. Compliance with the regulations and instructions does not absolve the operator from responsibility for the safety of flight operations.

As far as the handling of aircraft is concerned, the flight operation instructions, the event permit as well as the mandatory regulations of aviation law in their respective valid versions shall take precedence. All the aforementioned regulations and those otherwise mentioned in these Conditions of Participation may be inspected at the flight operations management office from the beginning of the exhibition and are also available to the contracting party in writing upon request.

Aviation regulations become an integral part of these Conditions of Participation and thus of the contract.

Aircraft in the sense of these contractual provisions are aircraft, rotorcraft,

airships, gliders, motor gliders, free and tethered balloons, kites, parachutes, model aircraft, air sports equipment and other equipment intended for the use of airspace, in particular also unmanned aerial vehicles, spacecraft, rockets and similar missiles (§ 1 II LuftVG). The term „operation of the aircraft“ is understood as defined in the in German aviation regulations, in particular in § 33 LuftVG.

Exhibitors and their staff are also obliged to comply strictly with the regulations of aviation law and, on the basis of these, to strictly observe any orders and instructions issued by the responsible persons.

9.1 Legal basis for ILA flight operations

The following regulations apply as the legal basis for ILA flight operations - without any claim to completeness or order of importance:

- The LuftVG and the legal ordinances issued on its basis, in particular the LuftVO, LuftVZO, LuftPersV and LuftBO, as well as the administrative directives issued in this regard. When operating hang gliders, paragliders and ultra-light aircraft, the general regulations for the operation of manned aircraft not subject to licensing in the Federal Republic of Germany must be observed in particular. The import, transport and display of weapons suitable for warfare is governed by the War Weapons Control Act (KrWaff KontrG) and is subject to approval.
- The guidelines issued by German aviation authorities for the approval of flight demonstrations at civil aviation events, as amended from time to time, or regulations or guidelines of this type issued by a community of states of which the Federal Republic of Germany is a member or by an international aviation organisation in agreement with the German aviation authorities.
- Regulations of the environmental and immission control law, in particular the noise protection law.
- The ILA Flight Operations Manual with its appendices in the latest version.
- The special regulations issued in connection with the event concerning the use of airspace and the airport.
- The Airport Operator's User Regulations, the BER Aerodrome Manual.

9.2 Other orders and instructions for ILA flight operations

Furthermore other regulations apply – without claim to completeness and without value order:

- Orders and instructions issued by the aviation authorities and other public bodies within the scope of their responsibility to avert dangers to public safety and order and by Flughafen Berlin Brandenburg GmbH.
- Licences, including the conditions attached to them, in particular the air show licence issued.

- c) instructions of the flight operations event manager appointed by Messe Berlin GmbH or his representatives.

Flight demonstrations may not be carried out without the written approval of the flight operations event manager or his representatives. Instructions of the aviation authorities remain unaffected.

9.3 Obligations of flight crew

Personnel participating in flight operations have the following obligations:

- a) At the request of Messe Berlin GmbH's representatives, the operating permit (traffic permit, provisional traffic permit if applicable), proof of insurance, noise certificate, insofar as required by § 11c of the German Air Traffic Regulations (LuftVO), as well as the permits of the responsible pilots (licences) must be presented; the flight operations event manager appointed by Messe Berlin GmbH is authorised to carry out such checks.
- b) Aircraft pilots are obliged to obtain their own permits from the competent authorities under aviation law, in particular from the air traffic control authority and air traffic control, insofar as this is not already covered by the permit for the aviation event, namely for permits for special use of airspace within the meaning of §§ 15 and 16 LuftVO and § 31 No. 16 LuftVG.

9.4 Sightseeing flights from the exhibition grounds

The offering and execution of commercial or non-commercial sightseeing flights from the event area is generally not permitted due to the expected traffic density and the parallel demonstration flight operations.

9.5 Flight Operations – Other

All flight operations aspects are regulated in the ILA Flight Operations Instructions and the BER Aerodrome Manual. Any questions and further aspects must always be coordinated with the ILA flight operations management or event manager in accordance with the NfL.

Exhibitors flying into the ILA with an aircraft must pay the following types of fees:

- Landing and service fee of the airport operator as well as exhibition fee.
- Furthermore, use-related costs are incurred for ground handling services, additional products and other flight-related expenses.

The services and prices are shown in the overview „Prices and Fees“ as an annex to the „Special Conditions of Participation ILA 2022“.

10 Documentation, advertising, sales

10.1 ILA Online Package

With the ILA Online Package, which is obligatory for exhibitors, Messe Berlin GmbH offers its exhibitors a package of

selected online marketing and communication tools to optimise their participation in the trade fair and their presence on the market.

The mandatory ILA Online Package includes the presentation of the main and co-exhibitors on the ILA Online Platform „ILA Plus“. (For prices see overview „Prices & Fees ILA 2022“ as an attachment to the Special Conditions of Participation ILA 2022).

If ILA Berlin 2022 has to be cancelled as an onsite event or if the exhibitor cancels his participation in accordance with section 7.1, sentences 1 and 2 of these Conditions of Participation, the services of the ILA Online Package will continue to apply as part of the digital event on the ILA online platform „ILA Plus“. Messe Berlin is entitled to charge the costs for the ILA Online Package in accordance with section 2.f in the annex „Prices & Fees ILA 2022“.

10.2 Exhibitor advertising

Loudspeaker advertising, slide or film presentations and show interludes require written agreement with Messe Berlin GmbH. The same applies to the use of other devices and equipment intended to increase the visual and acoustic impact of advertising. Political advertising is not permitted.

The exhibitor is aware that commentary or music will be played continuously over the loudspeakers during the flying displays. The exhibitor waives the objection that this sound emission interferes with his own advertising, even if this has been approved in principle by Messe Berlin GmbH.

Advertising of any kind is only permitted at the rented location, only for the exhibitor's own company and only for the products exhibited by the exhibitor. Advertising for other companies is not permitted; in particular, any advertising for the manufacturer's customers is also prohibited. The affixing and distribution of advertising printed matter or samples outside the rented location as well as the lettering of hall walls is only allowed with permission. This also corresponds to the distribution of advertising printed beverage cups or cans, gas-filled balloons or similar. Unlawful advertising will be removed by Messe Berlin GmbH at the exhibitor's expense. The use of laser animation is prohibited. If advertising material is blown onto aircraft surfaces by wind or other causes, the party responsible will be liable for any damage caused or will bear the costs of special cleaning. Exhibitors are also liable for infringements by their co-exhibitors or companies additionally represented at the stand.

The external signage of the exhibition stand may only consist of the company name, the company brand or the company emblem of the exhibitor.

Outside the boundaries of the exhibition grounds, but within an established ban mile from the rented premises, any advertising, including for third parties, is not permitted.

The holding of dealer presentations, press conferences or similar events outside the official opening hours in the stand area is only possible if the event has been registered with Messe Berlin GmbH and approved in writing by the latter. The exhibitor shall bear the costs incurred by the security precautions (e.g. stewards, etc.).

10.3 Direct sales

Direct sales of small accessories, magazines, books, models, etc. must be registered in writing with Messe Berlin GmbH and may be permitted subject to payment of a one-off fee of EUR 300.00 (plus VAT).

10.4 GEMA fees

The public performance/playback of music protected by copyright by means of audio or visual media as well as musical performances require the approval of GEMA. Corresponding forms are included in the BECO Webshop.

11 Technical guidelines

The Technical Guidelines, the statutory building and fire regulations and the regulations of Messe Berlin GmbH form an integral part of the contract. The Technical Guidelines can be found at www.ila-berlin.de.

12 Official approvals

Irrespective of the fact that all Technical Guidelines must be observed in the design and construction of the stand, it is not necessary to submit drawings for inspection in the case of single-storey stand constructions in the halls. If a stand area occupies entire halls or large areas of halls through which the public/hall aisles must pass, stand/event plans must also be submitted for examination in the case of single-storey constructions. If requested, Messe Berlin will offer to check the stand construction plans submitted in duplicate.

All other stand structures, special structures and constructions, especially in the outdoor area, are subject to approval. Stand construction drawings, construction details, construction description, site plan, escape route plan, test book/static calculation are required for the inspection and approval of structures/uses requiring approval and in compliance with the technical guidelines. The above stand construction documents must be submitted to Messe Berlin no later than 10 weeks before the start of the event. The stand construction system is not approved until Messe Berlin/Event Engineering has issued a written note of approval. The costs and fees incurred for the approval inspection procedure will be invoiced to the customer/exhibitor.

If no verifiable technical, static or fire protection documentation is available, Messe Berlin reserves the right to carry out further measures or impose conditions. The Customer/Exhibitor shall bear any costs resulting from this.

The airport's construction protection area must be respected at all costs when constructing in the open air. This is included in the ILA flight operations plan.

Only after written approval of the submitted drawings can the proposed stand construction take place. (For details, please refer to the „Leaflet on Stand Construction in the Outdoor Area as a Supplement to the Technical Guidelines“ at www.ila-berlin.de). Official approvals for constructions or presentations that go beyond the scope of the Technical Guidelines or exceed the normal scope of the event must be obtained by the exhibitor in consultation with Messe Berlin GmbH.

13 Stand design

13.1 General information on stand equipment and installations

The general basic construction in the halls is carried out by Messe Berlin GmbH. The erection of 2.50 m high rear and partition walls will only be carried out if ordered separately and at the exhibitor's expense (except for complete stands).

The exhibitor shall be responsible for repairing any damage to walls, floors, wiring, etc. The other construction of the stands is left to the exhibiting companies. However, the exhibition stand must fit in with the appearance of the hall. Closing the stand to the public areas is not permitted. The stand design and presentation of the exhibits must ensure an open approach to customers.

The closed proportion on one side of the aisle may not exceed 30%. Exceptions must be agreed with the project management or the exhibitor opposite. A closed wall must be graphically designed on the aisle side. Approval is required for such stand constructions.

The construction and preparation of stands are subject to the written approval of Messe Berlin GmbH, which reserves the right to reject defective work or to alter or remove unauthorised structures and the like at the exhibitor's expense. Stand lighting and illumination must not cause a nuisance to visitors or interfere with neighbouring stands.

Electricity, water, telephone and other services are supplied by companies approved by Messe Berlin GmbH. Details are listed in the BECO Webshop. Only if the regular registration deadline is adhered to can an individual supply of electricity, supply and waste water also be ensured on the outdoor exhibition area. A water connection is not possible at every location on the outdoor exhibition area. Please contact the technical department at an early stage to clarify

water connection options. Water required for the treatment of foodstuffs and for the cleaning of consumer goods that come into direct contact with foodstuffs may only be taken from hygienic water taps. The withdrawal of such water from toilet facilities is prohibited.

Stands and structures in the outdoor area must be designed and insured in such a way that they do not pose a risk to other stands, exhibits and people in the event of severe weather (storms, hail, etc.). Please also refer to the information sheet Stand Construction in the Outdoor Area at www.ila-berlin.de. The electrical installations within the stands can also be carried out by the exhibitor's own electricians. In this case, the installation must be checked by a licensed specialist company. The exhibition management is not liable for any loss or damage caused by faults in the supply of electricity.

14 Stand assembly and dismantling/ advance assembly

14.1 Dates

The set-up and dismantling times are specified in Item 2 of the Special Conditions for Participation in the ILA 2022 under „Important Dates“. Please note that set-up and dismantling times may vary.

The regulations governing delivery traffic on the exhibition grounds are laid down in the Traffic Guide. This will be posted on the ILA website at www.ila-berlin.de approx. 4 weeks before the event. It is the duty of the exhibitor to inform his contracted stand construction company about this.

14.2 Set-up, advanced set-up, approach

The exhibitor shall be responsible for the delivery of the exhibition goods and the construction of the stand at his own expense and risk.

Early set-up must be officially registered using the appropriate order form. In the event of improper registration, Messe Berlin GmbH reserves the right to charge appropriate fees in accordance with the official prices. In the interest of orderly handling of the work, the use of the forwarding agents named in the BECO is recommended.

Exhibitors are obliged to clear the exhibition areas and connecting walkways on the outdoor exhibition area three days before the start of the fair of all items that have not been registered and approved for these areas. The aisles in the halls must be cleared at least 1 day before the start of the exhibition. In the event of failure to comply with this obligation, Messe Berlin GmbH reserves the right to clear the areas at the exhibitor's expense and risk, and to store the items if necessary. A safekeeping contract is not concluded; claims for compensation against Messe Berlin GmbH are excluded.

Flight operations areas and public walkways must also be kept clear of exhibits.

14.3 Dismantling, removal, clearance

The exhibitor shall be responsible for dismantling and removing the exhibits and clearing the stand at his own expense and risk. In the interest of an orderly handling of the work, the use of the named forwarding agents is recommended.

At the end of the dismantling period Messe Berlin GmbH is entitled to remove or dispose of any exhibits, stand material, packaging material and residual waste left behind at the exhibitor's expense. It may engage the services of third parties for this purpose.

In this regard, flight operation areas, aircraft display and towing areas must be kept clear at the end of the event and for the following 24 hours.

Messe Berlin GmbH accepts no liability for loss of or damage to exhibition goods, except in cases of intent or gross negligence. Messe Berlin GmbH is entitled to a lien for any costs incurred.

The exhibitor's liability vis-à-vis Messe Berlin GmbH extends to handing over the rented space in a swept condition at the specified time, irrespective of whether the exhibitor or third parties are obliged to dismantle the space.

The exhibition management is entitled to retain items belonging to the exhibitor that can be used to cover outstanding costs and to realise them as a pledge if the remaining claim has not been settled by the last day of the exhibition. The proceeds will be credited against the claim.

15 Chalet rental

Chalets can be registered online with Messe Berlin GmbH at www.ila-berlin.de. The chalet tent modules as regular „temporary structures“, including all fixtures and fittings and front structures, are generally considered to be special structures used as places of assembly within the exhibition grounds in accordance with the Brandenburg Building Regulations (BbgBO). The event-related, exhibitor-side fixtures and fittings in the chalets, on the terraces and all free-standing chalet porches are subject to inspection and approval as special structures. Inspection fees will be charged. The finishing documents for the chalets and curtain wall structures must be submitted to Messe Berlin GmbH's Event Technology Department 10 weeks before the start of the event. After the end of the event, the chalets must be returned to their original condition. The exhibitor is liable for any damage caused.

Details are contained in the leaflet „Chalet Modules“ on the ILA Exhibition Grounds (BECA) as a supplement to the technical guidelines of Messe Berlin GmbH (see www.ila-berlin.de).

16 Container rental

Should an exhibitor require standard containers, he must order these in good time (order form in the BECO Webshop). Cleaning of the container and waste disposal within a radius of 5 meters are the responsibility of the exhibitor. He can also order this service from the official service provider of Messe Berlin GmbH (order form in the BECO Webshop).

17 Safety and order

17.1 Safety concept

As part of the overall safety concept, the exhibitor will receive a safety leaflet which focuses on the special requirements and measures to be taken for exhibitors. The exhibitor must ensure that his staff are instructed in the contents of this leaflet and that a copy is available on the stand.

In addition, the exhibitor must ensure that the personnel deployed know his hall and stand number, the escape routes, the position of the nearest fire extinguishers or fire alarms, and can provide information about the nearest first aid station and the location of the ILA security centre on the grounds.

17.2 Barriers, fences

Messe Berlin GmbH undertakes only to secure the exhibition grounds within their outer perimeter and vis-à-vis the airport's flight operations area by means of solid fencing. Within the exhibition grounds, only a light, spectator-guiding barrier is provided.

Should an exhibitor wish to have his exhibits permanently fenced in, he must order this in good time (order form in the BECO Webshop).

17.3 Exhibitor passes

Unless otherwise stated in the registration portal, main exhibitors will receive codes for free exhibitor passes in accordance with the following regulations:

Each exhibitor is entitled to the following number of free exhibitor passes:

per exhibited aircraft 3 exhibitor passes
Rental area up to 20 m² 3 exhibitor passes
per additional 10 m² 1 exhibitor pass

Additionally required exhibitor passes can be ordered with costs in the BECO Webshop.

The exhibiting company in whose name the pass is issued is liable for any misuse of the passes.

Exhibitor pass holders have access to the fairgrounds two hours before the opening of the fair.

Within one hour after the end of the daily opening time for visitors, exhibitors and accompanying persons must leave the halls and clear the grounds of vehicles.

Exhibitor passes are also valid during the set-up and dismantling phases.

During the set-up and dismantling phases, the exhibitor shall receive free of charge set-up and dismantling passes for the assistants employed. These are not valid for entering the exhibition grounds during the event.

17.4 Entrance to the exhibition grounds

As a rule, entry to the exhibition grounds is only permitted with a special pass.

During the event, vehicles that do not have a permit or parking ticket will not be allowed to enter the indoor area.

17.5 Parking

Parking spaces in the exhibition area are only available in limited numbers for chalet tenants.

17.6 General hall and grounds maintenance, guarding, cleaning

In addition to the provisions of § 18 a) to d) of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin GmbH, the following applies: Exhibitors are solely responsible for securing their aircraft!

17.7 Covid-19, hygiene and safety measures

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 SARS-CoV-2 (COVID-19) 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, which may also go beyond the official measures for safety reasons.

The applicable ordinances on measures of the Land of Brandenburg and the Federal Republic of Germany apply.

In view of the dynamic development of the 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 and that they are obliged to keep themselves informed of any changes (via the event website).

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

18 Gastronomic supply

Catering must always be provided by the official service provider of Messe Berlin GmbH (order form in the BECO Webshop).