



analytica USA 2025

September 10 – 12, 2025

Columbus, Ohio



analytica USA

Application Form Special Show Live Lab

Please complete in full and return until June, 2nd 2025:

analytica.usa@messe-muenchen.de

Messe München GmbH, Messegelände, 81823 München, Germany

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

STAND TYPE	sf	UNIT PRICE / \$US/ sf	TOTAL/ USD
Package Special Show Live Lab (per device and application)	3x3 ft	7,800 USD	
Details on included services/products as explained in the Exhibitor Agreement Rules of this application form.		Total	7,800 USD

Please take note of the 2025 Exhibitor Agreement Rules. The attached 2025 Exhibitor Agreement 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 _____



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2025 Exhibitor Agreement and Rules (“Exhibitor Agreement”)

The analytica USA 2025 SHOW, (the “Show”) is organized by Messe München GmbH (“MMG”) to be held at the Greater Columbus Convention Center in Columbus, Ohio, USA (“Exhibit Facility”) over September 10–12, 2025. (Opening hours for visitors: Wednesday and Thursday 9am – 5pm, Friday 9am - 2pm)

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

- 1. Service Provider.** MMG is operationally supported by Trade Show Services GACC New York Inc. (“Service Provider” or “TSS”). TSS handles operational services for MMG. In this respect, TSS acts as a service provider as set out in this Exhibitor Agreement.
- 2. 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 sole discretion 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 8. The Exhibitor shall operate their exhibit space so as not to annoy, endanger or interfere with the rights of other exhibitors, sponsors or attendees. MMG may, in its sole discretion, prohibit any action resulting in complaints from other exhibitors, sponsors or attendees and which interferes with the rights of others or exposes them to annoyance or danger. TSS as MMG’s service provider may convey MMG’s decision to prohibit such actions to the Exhibitor. The Exhibitor’s unreasonable interference with or inconvenience to the Show, exhibitors, sponsors or attendees shall be deemed a breach of the Exhibitor Agreement.
- 3. Exhibitor Agreement.** For purposes hereof, an “Exhibitor” shall refer to the applicant that applied online for a booth at the Show and has been accepted for participation in the Show by MMG. Acceptance of the Exhibitor shall be via e-mail. MMG has the final decision on admission. By the issuance of the e-mail by MMG or by TSS as MMG’s service provider, in response to the submitted application form, this Exhibitor Agreement shall be effective.
- 4. Exhibit Space Rental Charge Special Show Live Lab:** The price for the participation at the special show Live Lab is **7,800 USD**. This includes product presentation of a device and application (3x3 ft), Marketing Services included before and during analytica USA 2025: On-site branding at the show (logo presence on sponsors board next to the Live Lab), E-Mail and Social Media activities, Online branding on www.analytica-us.com (logo, link, brief description of application and the device).
- 5. Co-exhibitors.** The participation of companies as co-exhibitors is subject to MMG’s prior authorization. Permission to participate may be granted at MMG’s sole discretion. TSS as MMG’s service provider may convey MMG’s decision to grant such authorization/permission to the co-exhibitor. Co-exhibitors must be registered by the Exhibitor and will be contacted by MMG or TSS as MMG’s service provider. Co-exhibitors must be registered on a separate form to be sent in for MMG’s approval. TSS as MMG’s service provider may convey MMG’s decision to grant such approval to the co-exhibitor. The amount of allowed co-exhibitors for the special show Digital Transformation is one (1)
- 6. Exhibitor passes:** For the duration of the Show, each exhibitor at the special show Live Lab shall receive **two (2) exhibitor passes without additional charge**. The exhibitor passes shall be ordered via the exhibitor online system.
- 7. Visitor Vouchers:** Each exhibitor shall receive 10 vouchers for visitors for free. Any additional voucher used will cost 25\$ each.
- 8. Payment.** The full amounts of all invoices issued by TSS in the name and on behalf of MMG in connection with the Show are to be transferred by the Exhibitor to the account specified in the respective invoice, indicating the customer number. Time is of the essence with respect to timing of payment specified in the invoices. Prior payment in full of the amount invoiced is a condition for access to the exhibition area. In the event that the Exhibitor wish to have an invoice re-issued because the name, legal form or address of the invoice recipient has changed, the Exhibitor shall be required to pay TSS in the name and on behalf of 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 or TSS was responsible for the incorrect data.
- 9. Cancellation of Exhibitor.**

If the Exhibitor cancels its participation in the Show or defaults on fulfilment of the Exhibitor Agreement, such 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. TSS as MMG’s service provider may convey MMG’s decision to grant such waiver to the Exhibitor. Any cancellation by Exhibitor must be in writing to: Messe Muenchen GmbH, Am Messesse 2, 81823 Muenchen, Germany, analytica.usa@messe-muenchen.de, or to MMG’s service provider Trade Show Services GACCNY, Inc, 80 Pine Street, 24th FL, 10005 New York, kglass@tssworldwide.com. In the event that the Exhibitor cancels its participation in the Show or defaults on fulfilment of the Exhibitor Agreement, Exhibitor agrees that MMG shall have the right to take possession of the given exhibit space for any purpose, including without limitation the re-letting of such space without any rebate or refund to Exhibitor, and Exhibitor shall have no further right to use the given exhibit space. TSS as MMG’s service provider may convey MMG’s decision to take such actions to the Exhibitor. The foregoing shall not preclude MMG from claims as to any further damages in this event.
- 10. Liability and Indemnification of Exhibitor.** Exhibitor shall assume liability and indemnify, hold harmless and defend MMG, TSS, 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 and its agents, contractors, employees, or invitees (collectively, the “Exhibitor Parties”) use and occupancy of the Exhibit Facility or presence at the Show; 2) the conduct of the Exhibitor Parties’ business or from any activity, work, or things that may be permitted or suffered by the Exhibitor Parties in or about the Show and the Exhibit Facility; 3) any breach or default in the performance of any obligation on the Exhibitor’s (or, as applicable, the Exhibitor Parties’) part to be performed under any provision of the Exhibitor Agreement or the Exhibitor Agreement Rules or the Exhibit Facility Rule; 4) Any Exhibitor Parties’ failure to comply with any applicable law or regulation; 5) any personal injury or damages to any party (including any other exhibitor or the Exhibit Facility) arising from the actions of any Exhibitor Party, 6) any breach (or claimed breach) by any Exhibitor Party of the intellectual property rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally, 7) any actions taken by MMG or TSS at the request of any Exhibitor Party, and 8) any claims brought by a third party hired by or engaged by Exhibitor. The terms of this provision shall survive the termination or expiration of the Exhibitor Agreement.
- 11. Insurance.** The Exhibitor shall maintain at its sole cost and expense and throughout the duration of the Show Commercial General Liability (the “CGL”) insurance coverage with a minimum combined single limit of USD 1,000,000, covering bodily injury (including death), personal injury, and property damage liability, with extraterritorial coverage. Such CGL insurance shall name as additional insureds MMG, TSS, the Exhibit Facility and any additional party MMG may reasonably request. The Exhibitor shall also maintain at its sole cost and expense Workers Compensation insurance in an amount compliant with at least the statutory minimum, for employees participating in the Show, as required by law. The Exhibitor’s failure to comply with the insurance requirements in this section shall not relieve the Exhibitor of its indemnification obligations herein. The Exhibitor understands that neither MMG, TSS nor the Exhibit Facility maintains insurance covering the Exhibitor, and it is the sole responsibility of the Exhibitor to obtain such insurance. The Exhibitor must maintain property insurance covering the Exhibitor’s property on an “all risk” basis at all times, including, without limitation, when (as applicable) property is stored in vaults on the Event Facility floor. Certificates of Insurance must be available onsite during the Show and must be furnished to MMG or the Event Facility by the Exhibitor upon request by MMG or the Event Facility. TSS as MMG’s service provider may convey MMG’s request for such documentation to the Exhibitor and may receive the certificates for forwarding to MMG.
- 12. Sublease** The Exhibitor may not assign or sublet all or any portion of its rights hereunder without prior written approval from MMG. TSS as MMG’s service provider may convey MMG’s decision to grant such approval to the Exhibitor.
- 13. Installation and Dismantling by another contractor.** Each Exhibitor may provide their own exhibit furnishings and may specify their own independent contractor for the installation and dismantling of the exhibit. Exhibitors must notify MMG or TSS as MMG’s service provider in writing **before June 30, 2025** of their intent to use the services of contractors other than those selected by MMG. The Exhibitor is responsible for ensuring that any appointed contractor maintains the insurance meeting at the minimum each of the requirements set forth in Section 10 above and that such contractor provides on request of MMG or the Event Facility a valid certificate of insurance evidencing the same. TSS as MMG’s service provider may convey MMG’s request for such documentation to said contractors and may receive the certificates for forwarding to MMG.
- 14. 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. Tuesday, September 9, 2025**. If the Exhibitor desires to install a custom booth in the exhibit space, it shall promptly (and in any event no later than [60 days] prior to the Show) provide MMG detailed construction drawings showing all dimensions and orientation of such custom booth. The Exhibitor shall be responsible for the installation and removal of any such custom booth, and to the extent the Exhibitor has not removed the same in accordance with any Exhibit Facility requirements, MMG and TSS shall have the right to remove and dispose of the same at the Exhibitor’s sole cost and expense. A/V and electrical power is subject to and shall comply with the Exhibitor Agreement, including the policies and requirements of the Exhibit Facility for the same. For the avoidance of doubt, all electrical power will be supplied exclusively by the Exhibit Facility and shall be subject to availability at the Exhibit Facility. Subject to the policies of the Exhibit Facility, the Exhibitor may, with MMG’s prior

approval, contract with a third party for the provision of A/V services for the Exhibitor's exhibit space. TSS as MMG's service provider may convey MMG's decision to grant such approval to the Exhibitor.

15. Positioning Equipment within Exhibit Space. Machinery may be displayed in its normal, commercial form anywhere in the booth, provided it does not obstruct sight lines of other exhibitors.

16. 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. TSS as MMG's service provider may convey MMG's decision to make such alterations to the Exhibitor.

17. Equipment Demonstrations and/or Entertainment. The Exhibitor is solely liable for the operation of all displays and agrees to indemnify, defend and hold MMG, TSS, the Exhibit Facility and each of their respective 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.

18. 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 (Hilton Columbus Downtown, Hyatt Regency Columbus, Sonesta Columbus Downtown) 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.

19. 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 and TSS'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 reproductions, 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. TSS as MMG's service provider may convey MMG's decision to grant such approval to the Exhibitor. Any exhibitor taking photographs or videotape of another's exhibit or product is strictly prohibited, and the Exhibitor must relinquish or destroy the film or digital media upon request by MMG. TSS as MMG's service provider may convey MMG's request for such relinquishment/destruction to the Exhibitor.

20. Dismantling. Exhibitors may not begin dismantling their booths in preparation for removal prior to the official closing time of **2:00 p.m. Friday, September 12, 2025**. All exhibits must be dismantled by **04:00 p.m. Saturday, September 13, 2025**. 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 paid by the Exhibitor plus applicable administrative fees within no less than seven (7) days of receipt of the Exhibitor of the relevant invoice. Said invoice will be issued by TSS in the name and on behalf of MMG.

21. Force Majeure / Cancellation of Show. Exhibitor agrees not to assert any claim for damages whatsoever against MMG, TSS or the Exhibit Facility, if the Show is canceled, postponed, curtailed or abandoned due to an event of force majeure event (a "Force Majeure Event"), 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, failure of power supply or any other 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, TSS or the Exhibit Facility in particular claims for damages.

If MMG is compelled, as a result of a Force Majeure Event, to vacate one or more exhibition areas temporarily or for longer periods, or to postpone, curtail or cancel the Show, the Exhibitor does not thereby acquire the right to withdraw, cancel or reduce payment, nor shall they have any other claims against MMG, TSS or the Exhibit Facility, including without limitation claims for damages. Similarly, if the Exhibitor cannot participate in the event due to a Force Majeure Event and if the Exhibitor is prevented from participating in the Show for a reason for which it is personally responsible the Exhibitor does not thereby acquire the right to withdraw, cancel or reduce payment, nor shall they have any other claims against MMG, TSS or the Exhibit Facility, including without limitation, claims for damages.

22. 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. MMG shall have the final determination, interpretation, and enforcement of all rules, regulations, and conditions governing Exhibitor in connection with the Exhibitor Agreement, provided that the Exhibit Facility shall be responsible for the application, interpretation and revisions to the rules of the Exhibit Facility applicable to Exhibitor, with respect to which Exhibitor also agrees to comply. Exhibitor shall also comply with any requirements of the City of Columbus or the State of Ohio. 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 herein, including the right to remove 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 the foregoing are subject to the discretion of MMG, and such MMG determinations will be final.

23. Security. Exhibitor is responsible for the security of its exhibit. Exhibitor is encouraged to budget and make security arrangements for valuable or sensitive items. None of MMG, TSS or the Exhibit Facility shall be liable for any loss or damage to Exhibitor's property whatsoever.

24. 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.

25. Booth Accessibility. Exhibitor 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/>

26. Limitation of Liability of MMG and TSS. MMG and TSS shall have no liability to any Exhibitor Party hereunder for personal injury (damage arising from injury to life, body or health) or other damages except to the extent such injury or damage is caused by intentional or gross negligence of MMG or TSS or their legal representatives or agents. Notwithstanding the foregoing, MMG's and TSS's maximum liability hereunder to the Exhibitor Parties shall be an amount equal to 5 times the net exhibit space rental fee, but no more than \$100,000 (USD) per claim. In no event shall MMG or TSS and each of their respective legal representatives or agents be liable to the Exhibitor Parties or any third party hired by or otherwise engaged by any of the Exhibitor Parties for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of the Exhibitor Agreement or connected in any way with the use of or inability to use the services outlined in the Exhibitor Agreement or for any claim by Exhibitor, even if MMG or TSS have been advised, are on notice of, and/or should have been aware of the possibility of such damages. Exhibitor shall be solely responsible for and bear any attorney's fees and costs associated with any claim hereunder.

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

28. Governing Law. The entire provisions of this Exhibitor Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio, United States, without reference to its conflict of laws. The provisions of the UN-Convention on Contracts for the International Sale of Goods shall not apply.

29. Waiver of Jury Trial. To the extent not prohibited by applicable law that cannot be waived, the Exhibitor hereby waives, and covenants that it will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any forum in respect of any disputes or claims arising in connection with the Exhibitor Agreement or the subject matter hereof, in each case whether now existing or hereafter arising and whether in contract, tort or otherwise. Any party hereto may file an original counterpart or a copy of this Section 29 with any court or arbitrator as written evidence of the consent of each such party to the waiver of its right to trial by jury.

30. Dispute Resolution. In the event of any dispute arising from or in connection with the Exhibitor Agreement, MMG and the Exhibitor shall first attempt to negotiate a resolution in good faith for a period of no less than 60 days. If such dispute cannot be resolved through such negotiations within 60 days as of the occurrence of such dispute, including any question regarding existence, validity or termination of this Exhibitor Agreement, shall be submitted to final and binding arbitration to be conducted in the City of Columbus, Ohio by a single arbitrator in accordance with and subject to the Commercial Arbitration rules of the American Arbitration Association (the "AAA") then in effect. The arbitrator shall have no power or authority to add or detract from the agreement of the parties or to award punitive, exemplary, consequential, special, indirect or incidental damages. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction in the State of Ohio. This Exhibitor Agreement will control if there is a conflict between the terms of the Exhibitor Agreement and the AAA Rules. Language of arbitration shall be English. Notwithstanding the foregoing, MMG and the Exhibitor agree that the other party shall be entitled to seek and obtain injunctive relief against the breach or threatened breach of the provisions hereof, without posting a bond, in addition to any other legal or equitable remedies that may be available. MMG and the Exhibitor may seek and obtain injunctive relief in any court of competent jurisdiction in the State of Ohio.



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31. Data Protection.

Personal data which is collected on or transmitted by the Exhibitor may be used for the fulfillment of the business purposes of MMG and TSS in compliance with applicable law regarding data protection. MMG and its service partners (such as TSS), affiliated companies, as well as its foreign representatives, are also entitled to use such personal data in order to inform exhibitors on a regular basis about the services provided by MMG and its affiliated companies and foreign representatives by letter, e-mail, phone or fax. An overview of affiliated companies and foreign representatives 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.analytica-us.com. 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 shall be liable to MMG and TSS for damages and expenses resulting from the infringement of this obligation and shall hold MMG and TSS harmless from any third-party claims upon demand.

32. Disclaimer of Warranties. Except as may be otherwise expressly set forth in this Exhibitor Agreement, MMG does not make any warranty, express or implied, regarding the services to be provided by MMG, TSS or the Exhibit Facility, and MMG hereby expressly disclaims any and all implied warranties of merchantability and fitness for a particular purpose.

33. Reservation of Rights. Management reserves the right to take any action that is reasonably necessary in the sole judgment of Management for the protection of the Show and/or any Show participants, including, but not limited to, exhibitors, sponsor and attendees.

34. Entire Agreement; Non-Reliance. This Exhibitor Agreement contains the entire agreement between MMG and the Exhibitor. Exhibitor acknowledges that in entering into this Exhibitor Agreement it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out herein or therein.