

Special Conditions for Participation in the trade fair FachPack 2019

1. Venue, duration, opening hours

Venue: Exhibition Center Nuremberg
Duration: Tue 24 – Thu 26 September 2019
Opening hours: Tue 24 – Wed 25 September 2019 9:00–18:00 daily
Thu 26 September 2019 9:00–17:00 daily

2. Not applicable

3. Organizer

NürnbergMesse GmbH
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CEOs: Dr. Roland Fleck, Peter Ottmann
Registration Number HRB 761 Nürnberg
Chairman of the Supervisory Board: Albert Füracker, MdL
Bavarian State Minister of Finance, Regional Development and Regional Identity

4. Contractual terms

The terms for participation in the Trade Fair FachPack 2019 are the Special and General Conditions for Participation in Fairs and Exhibitions (including Supplementary Agreement), the NürnbergMesse site regulations, the organizational (e.g. exhibitor information), technical (e.g. Online ExhibitorShop) and other conditions notified to the exhibitor before the exhibition begins. If NürnbergMesse provides additional exhibition services through a ServicePartner in response to a separate order, the general terms and conditions of business of the respective ServicePartner shall prevail over these Special Conditions for Participation in case of discrepancies.

5. Admission/Stand space confirmation

Item 2 of the General Conditions for Participation in Fairs and Exhibitions is supplemented as follows: The exhibitor agrees to pay a processing fee of EUR 250 if the order for stand space is cancelled prior to receipt of the stand confirmation. Cancellation after receipt of the stand space confirmation is governed by item 7 of the General Conditions for Participation in Fairs and Exhibitions.

6. Exhibitors and approved exhibition goods

Admissible as exhibitors are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted.

7. Rental in exhibition halls

per m² (rounded up to nearest full m²) stand space

EUR 177	In-line stand	(1 side open)
EUR 202	Corner stand	(2 sides open)
EUR 212	Peninsula stand	(3 sides open)
EUR 219	Island stand	(4 sides open)

If the application is received after 15.12.2018, a higher stand rental of EUR 10 per m² applies. Minimum rental for stand space: EUR 2,124.

The type of stand allocated depends on planning; an entitlement to a certain type of stand does not exist.

Rental includes:

- Hire of the stand space during assembly, exhibition and dismantling.
- General guarding of the exhibition halls. General lighting of the exhibition halls. General cleaning of the passageways.

An administrative fee of EUR 0.60 per m² of stand space in exhibition halls will be charged and remitted to the AUMA (Association of the German Trade Fair Industry).

The waste disposal service during the event costs 1.50/m² and covers the disposal of waste produced by the exhibitor on his stand during the exhibition. The waste disposal service is charged per meter up to a stand space of 500 m²; no further charge is made for additional space. The waste disposal service during assembly/dismantling must be ordered extra if the exhibitor does not arrange his own waste disposal. Waste is disposed of in accordance with the Technical Regulations.

8. Complete rental stand

All charges per m² of stand space (rounded up to nearest full m²), in addition to rental charge for stand space in exhibition halls (see item 7). All pictures are exemplary pictures.

Rental includes:

- Hire of complete stand: One of the six models of stand available can be selected on the enclosed order form "Complete rental stands".

Other models can be found at www.standconfigurator.com.

The organizer is responsible for assembling and dismantling the complete rental stand.

The complete rental stand and its fittings must not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done during the rental period and will be charged with the costs.

The basic type of complete rental stand can be fitted out additionally in the same system at extra cost.

Respective orders can be carried out in the Online ExhibitorShop.

9. Payment conditions

Exhibitors may be charged an advance payment of 25% of the expected stand space rental on **confirmation of the application**.

The full stand space rental less the advance payment will be charged to exhibitors on **confirmation of the stand space**. The advance payment will be reimbursed in case of non-confirmation of the stand.

Any payments are due by the date shown on the respective invoice. Invoices are payable in full. All payments are to be made in EURO without charges, quoting invoice number.

If the exhibitor enters a different invoice address on the application form, he authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the exhibitor from his obligation to pay.

For subsequent changes to the invoice for which the exhibitor is responsible, NürnbergMesse may charge a processing fee of EUR 50.

An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The exhibitor is to provide proof of payment.

The exhibitor agrees to transmission of invoices by the organizer via e-mail (electronic billing). If the exhibitor does not wish to use electronic billing, he or she can object in writing or in text form.

10. Insurance

Exhibitors are obliged to make their own adequate insurance arrangements.

Insurance for exhibitors (transport and duration of event) is advisable and can be arranged through a collective insurance contract taken out by the organizer.

11. Modification

The organizer reserves the right to cancel, postpone or relocate the exhibition, to shorten or lengthen the exhibition, or for technical, official or other in the opinion of the organizer compelling reasons to assign to the exhibitor another space or to modify and reduce the size of the space. A withdrawal from the contract resulting from these actions will not be accepted.

12. Assembly and dismantling, passes

Assembly:	Thu 19 September 2019	7:00–24:00
	Fri 20 – Sun 22 September 2019	0:00–24:00 daily
	Mon 23 September 2019	0:00–20:00

Exhibition stands for which assembly has not commenced by 15:00 on Monday, 23 September 2019, will be decorated by the organizer, if they cannot be otherwise disposed of. Costs incurred will be charged to the exhibitor.

Dismantling:	Thu 26 September 2019	17:00–24:00 daily
	Fri 27 – Sat 28 September 2019	0:00–24:00 daily

Access to the halls during assembly and dismantling times is only permitted on display of special passes, which are not valid during the exhibition.

13. Stand design

The exhibitor is responsible for stand design and equipment.

Relevant for stand design and equipment are the Technical Regulations (Info 4) and the Important information for FachPack 2019 (Info 1) which are published at www.fachpack.de/en and the Online ExhibitorShop (OES).

The exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by the organizer or the neighbouring exhibitors affected.

The overriding principle for the design of all exhibition stands is transparency. At least 50% of the sum of the gangway sides must not be obstructed by structures or fittings.

The maximum height for stand and advertising constructions is 5.50 m, measured from hall floor and may not be exceeded. The minimum height is 2.50 m.

The backs of stand partition walls, advertising carriers or other design elements facing neighboring stands and exceeding a height of 2.50 m must be white, in a clean and tidy condition and must not contain any text or graphics.

Advertising carriers or other design elements from 3.50 m up to the maximum height of 5.50 m must keep a distance of 2.00 m to each neighboring stand. Two-storey stands are not allowed.

If the rental exhibition stand is not used, a fascia (0.30 m high) must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other way. The exhibition organizer reserves the right to give further instructions concerning the design of stands.

Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper. After the exhibition, wallpaper or other finishing material must be removed by the exhibitors, otherwise exhibitors will be charged with the costs. All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done and will be charged with the costs.

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(Continued)

Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times. Floor coverings in the stands are only to be fixed with doublesided adhesive tape (following tapes are to be used: tesafix no. 4964).

14. Exhibitor passes

Each exhibitor will be given free passes according to stand size for his exhibition stand and operating personnel. 3 passes will be issued for up to 10 m² stand space, plus 1 pass for each further part of 10 m², up to a maximum of 10 free. These tickets are valid during duration and also during assembling and dismantling time. The free passes can be found in the Online ExhibitorShop (OES). Any additional exhibitor passes needed can be purchased for entitled persons at a price of EUR 22 each including VAT at the statutory rate in the Online ExhibitorShop.

15. Print marketing services for exhibitors (= direct exhibitors)

The organizer provides each exhibitor with print marketing services containing the following services:

- Display of the exhibitor's **press releases** in the press center
- Entry of exhibitor's company name and stand number in the **exhibition guide** (issued free to all visitors).
- Provision of ready-to-use **mailings** for visitor acquisition activities
- **100 printed admission vouchers** (printed with exhibitor's company name and stand number)
All printed admission vouchers and electronic admission vouchers exchanged by visitors are free of charge.
- **100 exhibition flyers**
- **500 stickers** (printed with exhibitor's stand number)

The exhibitor agrees to purchase the print marketing services at a price of EUR 399. This will be charged together with the stand rental. No reduction in price can be granted if only parts of the package are used. In the event of subsequent changes to the stand position for which the exhibitor is responsible, NürnbergMesse may charge the exhibitor for the print marketing services again.

16. Online marketing services for exhibitors (= direct exhibitors)

The organizer provides each exhibitor with an Internet entry on the exhibition website until stand confirmation is sent for the next event. This contains the following services:

- Entry of **company name, address, hidden e-mail address and logo**
- Presentation of **5 products or services** with one photo and one text of maximum 4,000 characters for each product or service.
- Possibility of marking 5 products or services as **new products**
- **Company profile** (maximum 4,000 characters)
- Unlimited assignment to **product groups** (list of products)
- **Link** from the exhibition website to the exhibitor's website – the exhibitor connects a **return link**
- Entry of company name and stand number in the **online floor plans**
- Possibility of continuously **updating** the Internet entry
- All-year-round **support** by the Internet editing team

The exhibitor also receives the following online advertising aids:

- **Online banner** with exhibitor's stand number
- **E-code**
All printed and electronic admission vouchers exchanged by visitors are free of charge.
- Link to the exhibitor and product database from **packaging-360.com** until at least Mai 2020, which is a **premium theme portal** operated in cooperation with Deutscher Fachverlag GmbH, Frankfurt on the Main. The links are embedded in editorial articles.

The exhibitor agrees to purchase the online marketing services at a price of EUR 699. This will be charged together with the stand rental. No reduction in price can be granted if only parts of the package are used.

17. Co-exhibitors

Co-exhibitors are companies who appear on the exhibitor's (= direct exhibitor's) stand and present their own products with their own personnel. Their independence must also be recognizable without physical separation. Co-exhibitors are only admissible if they fulfill the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full.

If the application of a co-exhibitor is cancelled the direct exhibitor agrees to pay a processing fee of EUR 250.

Co-exhibitors are subject to the same conditions as the exhibitor.

18. Print marketing services for co-exhibitors

The organizer provides each co-exhibitor with print marketing services.

- See item 15 for services provided
- The exhibitor agrees to pay a participation fee and to purchase the print marketing services at a total price of EUR 599 for each co-exhibitor registered by him. This will be charged together with the stand rental or at a later date. No reduction in price can be granted if only parts of the package are used.

19. Online marketing services for co-exhibitors

The organizer provides each co-exhibitor with an **Internet entry** on the exhibition website until stand confirmation is sent for the next event.

- See item 16 for services provided
- The co-exhibitor also receives the following online advertising aids:
● See item 16 for services provided
- The exhibitor agrees to purchase the online marketing services for co-exhibitors. The fee of EUR 699 per co-exhibitor is charged to the exhibitor. No reduction in price can be granted if only parts of the package are used.

20. Entries in the exhibition guide and exhibitor and product database at www.fachpack.de

The entry in the alphabetical list of exhibitors in the exhibition guide is made by sending in the completed forms A–B. The data stated in the forms A–C are published only in the exhibition guide and exhibitor and product database at www.fachpack.de.

Forms A-C are part of the order for a stand space on form A "Application". Entries in these lists are only possible for exhibitors.

The exhibitor can subsequently change the entry in the exhibition guide until 31.7.2019.

This deadline also applies if the exhibitor sends in the completed forms A–C. No claim exists to an entry in the alphabetical list of exhibitors in the exhibition guide after this date, but the obligation to purchase the print marketing services remains unaffected by this. A late entry may be included in the exhibition guide in exceptional cases after consultation with the publisher, but the exhibitor has no entitlement to such action.

The exhibitor is responsible for the content of entries in the exhibition guide and exhibitor and product database at www.fachpack.de and for any damages arising out of such content. He is also responsible for the legal admissibility of the text documents provided for insertion. The exhibitor and product database at www.fachpack.de are subject to the legal notices published by the exhibitor and product database regarding copyrights, trademark rights, liability/guarantee, links, deep links and frames. The exhibition guide and exhibitor and product database at www.fachpack.de are published only by NürnbergMesse. NürnbergMesse and its subcontractors receive and check the entries in the exhibition guide and exhibitor and product database at www.fachpack.de with the customary amount of care, but shall not be liable if misled or deceived by the customer. NürnbergMesse and its subcontractors are only liable for accidental omissions, printing errors, faulty workmanship of any kind, etc. if such defects can be proved to have been caused by intent or gross negligence. The exhibitor must assert claims against the publisher for any defects apparent by not later than two weeks after the start of the exhibition. Exhibitor claims for defects and/or damages expire by statutory limitation after a period of one year. The periods of statutory limitation are based on legal regulations.

21. Exhibition priority

An application for exhibition priority for this event has been submitted to the Federal Ministry of Justice. The priority certificate protects certain patent rights until submission of an application to a patent office in Germany or abroad.

22. Exhibitor claims, written form, place of fulfillment, jurisdiction

All exhibitor claims against the organizer must be made in writing. The statutory period of limitation begins on the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in writing. German law and the German text shall prevail.

Place of fulfillment and jurisdiction is Nürnberg. However, the organizer reserves the right to bring his claims before the court of the place at which the exhibitor has his place of business.