

# Important information for BIOFACH and VIVANESS 2020

The following information and guidelines, the "Special Conditions for Participation in BIOFACH and VIVANESS 2020" and "General Conditions for Participation in Fairs and Exhibitions" included with the application form, and the NürnbergMesse site regulations (hereinafter referred to as General Terms of Business of NürnbergMesse) constitute the contractual basis for participation in BIOFACH and VIVANESS 2020.

Please note Info 3: "Information from A-Z"

## 1. Assembly

Assembly around-the-clock: Sunday, 9 February 2020 from 7:00  
until Tuesday, 11 February 2020 19:00  
Exhibition stands on which assembly has not been started by 15:00 on Tuesday, 11 February 2020, will be decorated by the organizer at the exhibitor's cost, if they cannot be otherwise disposed of.

## 2. Opening times

Wednesday,	12 February 2020	9:00 – 18:00
Thursday,	13 February 2020	9:00 – 18:00
Friday,	14 February 2020	9:00 – 18:00
Saturday,	15 February 2020	9:00 – 17:00

Exhibitors are admitted to BIOFACH and VIVANESS 2020 one hour before the opening time each day. The exhibition stands are to be occupied by not later than 15 minutes before the exhibition opens. For security reasons, exhibitors must leave the halls by not later than 30 minutes after exhibition closing time. Other exhibition stands are not to be visited outside the daily opening times without the permission of the stand holder.

## 3. Dismantling

Saturday,	15 February 2020	17:00 – 24:00
Sunday,	16 February 2020	0:00 – 22:00
Monday,	17 February 2020	7:00 – 19:00

All stands have to be equipped with exhibition goods AND occupied by stand personnel until the end of the exhibition (Saturday, 15 February 2020, 17:00). In the event of contravention NürnbergMesse will charge the exhibitor concerned a fee of EUR 1,200 for failure to comply with regulations/provisions and reserves the right not to admit the exhibitor to the next event. The direct exhibitor is liable for any co-exhibitors it has. The fee will be charged per co-exhibitor. The exhibition area is to be restored to its original state after dismantling the stand. The exhibitor is responsible for any damage caused by incorrect handling. The organizer is entitled to dismantle and store the stand equipment and exhibits at the exhibitor's cost if the stand space is not cleared by the end of the official dismantling time.

**Vehicle access to the loading yards** is only possible on payment of a **deposit of EUR 200** (exception: trucks of 7.5 tons or more during dismantling). The deposit will be refunded if the vehicle leaves the loading yard within the time limits mentioned on Info 3, Item 46.

## 3.1 Extension of stand assembly and dismantling times

NürnbergMesse may approve an extension of the stand assembly and dismantling times in the halls in special cases. An appropriate written application must be submitted to the project management in due time in each case.

## 4. Passes for assembly and dismantling staff

Access to the halls during assembly and dismantling times is only permitted with special passes. Assembly and dismantling passes can be ordered in the TicketCenter. These passes for assembly and dismantling are not valid during the fair.

## 5. Exhibitor passes

**Exhibitor passes must be personalised and may only be issued to the exhibitor's employees working on the stand.**

In the Online ExhibitorShop under the heading TicketCenter you can easily order, send and manage all exhibitor passes for your stand personnel.

**NEW:** Exhibitor passes entitle the holder to admission during the trade fair and during set-up and dismantling times.

Each exhibitor will receive a contingent of exhibitor passes for free (max. 21 exhibitor passes) for stand personnel and service providers (e. g. stand constructor) according to the size of his booth. You can view your individual free contingent directly in the TicketCenter and on your invoice for stand space.

Any additional exhibitor passes required can be purchased for eligible persons at a price of EUR 43 (net).

**NEW:** You will only be invoiced for the exhibitor passes actually used minus your individual free quota after the exhibition.

## 6. Permanent parking permits

See Info 3, Item 33 and Form S3.50.

## 7. Stand layout

The exhibitor is responsible for stand equipment and design. **Relevant for stand design and equipment are the Technical Regulations (Info 4) and the Important information for BIOFACH and VIVANESS 2020 (Info 1) which are published at [www.biofach.com](http://www.biofach.com)/[www.vivaness.com](http://www.vivaness.com) and the Online ExhibitorShop (OES).**

**The exhibitor agrees to comply with these conditions. Noncompliance may result in claims for damages by the organizer or the neighboring exhibitors affected.**

Exhibitors are obliged to decorate their stands carefully and in good taste. Stands which do not conform to the accepted standards will not be approved by the organizer until the necessary changes have been made. Unacceptable advertising will be similarly affected.

**The overriding principle for the design of all exhibition stands is transparency. All open sides of the stand must be freely accessible.** This means that at least 50 % of the respective gangway side **must not be obstructed by structures or fittings.**

**The minimum height for stand partition walls is 2.50 m. The maximum height for stand and advertising constructions is 5.00 m (hall 3C: 5.50 m), measured from hall floor and may not be exceeded.**

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.

**Exhibition stands of 400 m<sup>2</sup> or more are subject to approval. An appropriate written application must be submitted to the NürnbergMesse Exhibition Technology Department in due time latest till 20.12.2019 in each case. The exhibitor agrees to erect 2.50 m high stand partition walls on all closed sides of the stand space and to lay floor covering.**

Stands are to be provided with an adequate floor covering (e.g. carpet, parquet, PVC) by exhibitors. The name and address of the stand holder are to be clearly indicated on the stand for the full duration of the event. If the exhibitor does not use his own stand partition or a rental stand, own stand partition walls are to be ordered from the ServicePartners. Stand partition walls are available for rental in wood or plastic-coated finish or without wallpaper. Walls without wallpaper must be papered and painted. Chipboard panels (height approximately 2.50 m) are permanently fixed to the hall walls by NürnbergMesse. These panels are wallpapered and painted white (note: use special paste for wallpapering over this), but may show signs of use. **They therefore count as partition walls that are not wallpapered and are charged accordingly (see Form S1).** The wallpaper must be stripped by the exhibitor after the event or the walls will be stripped and cleaned at the exhibitor's cost. Wallpapering, painting and stripping can be ordered on Form S1.64.

If a rental exhibition stand is not used, a fascia (0.30 m high) must be fitted on all open sides of the stand space. The fascia can be omitted if the necessary stand quality is assured in some other way.

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 other way.

The exhibitor is responsible for any damage and will be charged with the cost of repair. Any pillars, installations and fire-fighting equipment located 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 double-sided adhesive tape (following tapes are to be used: tesafix no. 4964).**

If the remains of other adhesive tapes must be removed from the hall floor after the end of dismantling, the cleaning costs will be charged to the exhibitor. The same applies to the remains of carpets etc.

(continued)

### 8. WLAN (Wireless Local Area Network)

**Exhibitors may only set up a WLAN (Wireless Local Area Network), if this has been expressly approved in writing by the Exhibition Services Department (see Form P5).**

A WLAN used without approval can lead to serious technical disturbances. The exhibitor is liable for damage caused by the operation of a WLAN without approval. The Exhibition Services Department will be pleased to advise on the approval and setting up of a WLAN.

Bisping & Bisping GmbH & Co. KG is the sole supplier of a WLAN infrastructure for commercial use on the NürnbergMesse site. NürnbergMesse grants Bisping & Bisping GmbH & Co. KG exclusive **frequency control over channels 2 to 13 for WLAN in the 2.4 GHz band** for the full-coverage WLAN service on the NürnbergMesse site.

Only **channel 1 in the 2.4 GHz band (2412 MHz)** is available on the NürnbergMesse site for use for all other applications/WLAN networks for both operation by ServicePartners of NürnbergMesse (Bisping & Bisping GmbH & Co. KG) and operation of radio/WLAN networks set up by exhibitors themselves. NürnbergMesse reserves the right to refuse approvals or not to approve applications for exhibitors' own WLAN networks, depending on the number and physical assignment per hall.

As part of quality assurance measures, both unregistered and approved WLAN networks and WLAN networks with excessive transmit power levels will be identified and the operators notified. These networks may possibly be approved after checking or are to be shut down if requested by NürnbergMesse – there is no legal entitlement to approval.

If no amicable solution is possible, technical measures will be implemented to prevent the illegal operation of such WLAN networks.

### 9. Special features of BIOFACH and VIVANESS

● **The products must be intended for resellers; direct sales at the exhibition are prohibited. Exhibitors are also prohibited from presenting unauthorized products, especially conventional foods. In case of non-compliance NürnbergMesse reserves the right to close the concerned stand, as well as exclude the exhibitor from participating in follow-up/subsequent events.**

● **The direct sale of products and exhibits is prohibited at BIOFACH and VIVANESS!**

● The serving of food and drinks for immediate consumption on payment requires special approval. For ecological reasons, only reusable crockery or compostable crockery can be used at BIOFACH and VIVANESS.

● The taking of animals to the exhibition centre is not permitted.

● NürnbergMesse reserves the right to **direct flows of visitors** or, if necessary, to route visitors partly under compulsion. Even after the announcement of possible measures for this purpose, NürnbergMesse is still entitled to change these as short notice at its own discretion and without consulting the exhibitors affected.

● Parking spaces for refrigerated vehicles will be allocated by the BIOFACH and VIVANESS exhibition team on request, subject to a charge of EUR 400. An appropriate written application must be submitted to the exhibition team in due time latest till 20.12.2019. The costs of power distributor, power supplies and consumption are to be paid by the exhibitor.

### 10. Exhibition priority

An application for exhibition priority has been submitted to the Federal Ministry of Justice. The priority certificate safeguards certain patent rights until application to a patent office in Germany and abroad.

1. The following General Terms of Contract shall apply to the relationship between the exhibitor and NürnbergMesse GmbH (hereinafter referred to as NürnbergMesse) for events at which NürnbergMesse is the organizer.
2. Conflicting contractual terms of the exhibitor are not recognized. Additional agreements shall become effective only after confirmation in writing by NürnbergMesse.
3. The contract is concluded between the exhibitor and NürnbergMesse. The ServicePartner (or subcontractor) stated on the form, who acts as the representative of NürnbergMesse, is the customer's contact for all matters concerning this contract. The forms must be used for all orders. Any illustrations shown are only examples. If necessary, NürnbergMesse is entitled to have the service ordered provided by another ServicePartner. In this case, the customer will be notified of the other ServicePartner in good time.
4. If ServicePartners act as subcontractors for NürnbergMesse, the "Special Conditions of Services" of the ServicePartner shall also apply. The "Special Conditions for Services" shall apply in addition to the General Terms of Contract, which take priority.
5. The validity of the "General Conditions for Participation in Fairs and Exhibitions" and the "Special Conditions for Participation" of NürnbergMesse is not affected by the General Terms of Contract. In case of contradictions to the General Terms of Contract, the "General Conditions for Participation in Fairs and Exhibitions" and the "Special Conditions for Participation" shall take priority.
6. NürnbergMesse is not obliged to check the information provided by the exhibitor for correctness and completeness. Any doubts shall be to the detriment of the exhibitor.
7. If services offered by NürnbergMesse are provided by ServicePartners, accounts are settled directly by the ServicePartner on behalf of and for the account of NürnbergMesse. Collection on the stand during the exhibition is admissible. The following credit cards are accepted: MasterCard, American Express, VISA or Diners Club.
8. Unless otherwise indicated, all prices stated are subject to statutory VAT if the service is taxable in Germany. Payments are due in full immediately on receipt of the invoice. Invoices are made out in EUR.
9. If the exhibitor defaults on payments, interest on arrears shall be payable at a rate of 8 % above the currently applicable base lending rate of the German Federal Bank or at a rate of 8 % above the successor instrument designated by the European Central Bank.
10. If the contractually agreed service provided by the ServicePartner is defective or incomplete, claims shall be asserted exclusively against the ServicePartner.
11. The exhibitor is obliged to check the services provided for defects and completeness without delay. In order to avoid the loss of all claims, the exhibitor shall notify the ServicePartner of any apparent defects or incompleteness in writing immediately after detection.
12. NürnbergMesse shall not be liable for any kind of personal injury or damage to property, unless NürnbergMesse or its subcontractors have caused the damage through intent or gross negligence. This restriction shall not apply in the case of violation of substantial obligations.
13. The place of fulfillment is Nürnberg. German law shall prevail.
14. The place of jurisdiction for all legal proceedings is Nürnberg, if the parties to the contract are businessmen or the exhibitor has no place of general jurisdiction in the Federal Republic of Germany.
15. In case of a provision of these General Terms of Contract being or becoming null and void, the effectiveness of the remaining provisions shall not be affected.
16. Once admission has been confirmed, the exhibitor must pay charges even if he withdraws his application or does not exhibit. The organizer also reserves the right to assert claims for damages. If the exhibitor cancels the order for rental exhibition stands and/or other services, the following cancellation fee is payable based on the value of the order.
  - 90 days to 15 days before start of assembly (see Special Conditions for Participation) of the event 25 % of the order value
  - 14 days to 1 day before start of assembly (see Special Conditions for Participation) of the event 80 % of the order value
  - the full amount is payable from the start of the assembly period. The exhibitor retains the right to prove that the requested compensation for costs incurred is too high.