

Conditions of Participation in the BIOFACH / VIVANESS 2021 eSPECIAL for Exhibitors and Visitors



As of December 2020

1. Event duration

Duration: Wed 17 February – Fr 19 February 2021

2. Organizer

NürnbergMesse GmbH
Messezentrum, 90471 Nürnberg, Deutschland
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info@biofach.de
www.biofach.de
www.nuernbergmesse.de
CEOs: Dr. Roland Fleck, Peter Ottmann
Registration Number: HRB 761 Nürnberg
Chairman of the Supervisory Board: Albert Füracker, MdL
Bavarian State Minister of Finance and Regional Identity

3. Registration, contract conclusion

3.1 Exhibitors

a. Exhibitors order the services described in item 5 by submitting the completely filled-out electronic registration form.

b. The Conditions of Participation in the BIOFACH / VIVANESS 2021 eSPECIAL for exhibitors and visitors of NürnbergMesse GmbH referred to hereinafter as the organizer) shall be acknowledged with binding effect by the participant with the online registration. The registration is binding for the participants. The contract between the participant and NürnbergMesse GmbH is formed with the confirmation of the registration (confirmation of participation) by NürnbergMesse GmbH. Prior to the event, the exhibitor will receive a link to the "talque" event platform. The exhibitor will need to register additionally on talque to set up a digital profile there. During the event, the exhibitor can use this profile to contact other exhibitors and visitors by way of talque and to make use of services like video calls, matchmaking, etc.

c. In addition to the Conditions of Participation in the BIOFACH / VIVANESS 2021 eSPECIAL for exhibitors and visitors, the License and Use Conditions for talque of Real Life Interaction GmbH also apply. In case of contradictions between the License and Use Conditions for talque of Real Life Interactions GmbH and the Conditions of Participation in the BIOFACH / VIVANESS 2021 eSPECIAL, the latter shall take precedence. If NürnbergMesse provides additional trade fair services by way of a Service Partner, under a separate order, the provision under Item 5 of the General Terms and Conditions for the Service Manual for Exhibitors (AVB) will apply.

3.2 Co-exhibitors

If an online appearance on the event platform is to be used by an additional entity with its own products and its own personnel (co-exhibitor), a special registration must be made by the direct exhibitor with personal confirmation of the registration by the co-exhibitor, and admission must be approved by the organizer. Prior to the event, the co-exhibitor will receive a link to the "talque" event platform. The co-exhibitor must additionally register on talque, to set up a digital profile there. During the event, the co-exhibitor can use this profile to contact other exhibitors and visitors by way of talque and to make use of services like video calls, matchmaking, etc. Co-exhibitors will receive access data for their own separate digital company profile. The association with the direct exhibitor will be indicated by linking the co-exhibitor's company profile to the direct exhibitor's company profile. Admission of one or more co-exhibitors will be subject to an additional fee. The main exhibitor, in addition to the co-exhibitor where applicable, will be liable for its co-exhibitors' fulfillment of all exhibitor obligations. Aside from telephone number, fax number and email address, additional personal data of the co-exhibitor will also be collected for the registration. Structural data of the co-exhibitor will also be requested and recorded. At the time of the co-exhibitor's registration, the direct exhibitor warrants that it is duly authorised to transfer this data of the co-exhibitor.

3.3 Visitors

a. Visitors can register at the organizer's TicketShop to take part in BIOFACH / VIVANESS 2021 eSPECIAL. After completing the registration process, the visitor will receive an email to confirm registration. Before the event, visitors will receive a link to the "talque" event platform. Visitors must additionally register on talque, to set up a digital profile there. During the event, visitors can use their profile to contact other visitors and exhibitors by way of talque and to make use of services like video calls, matchmaking, etc.

b. The Conditions of Participation in the BIOFACH / VIVANESS 2021 eSPECIAL for exhibitors and visitors of NürnbergMesse GmbH shall be acknowledged with binding effect by the participant with the online registration. The registration is binding for the participants. The contract between the participant and NürnbergMesse GmbH is formed with the confirmation of the registration by NürnbergMesse GmbH. In addition to the Conditions of Participation in the BIOFACH / VIVANESS 2021 eSPECIAL for exhibitors and visitors, the License and Use Conditions for talque of Real Life Interaction GmbH also apply. In case of contradictions between the License and Use Conditions for talque of Real Life Interactions GmbH and the Conditions of Participation in the BIOFACH / VIVANESS 2021 eSPECIAL, the latter shall take precedence.

4. Admission criteria for exhibitors and exhibited goods and services

Submitting a registration will constitute only an application for admission. BIOFACH and VIVANESS have their own admission criteria for products and services. You can find out about these criteria at <http://www.biofach.de/en> and <http://www.vivaness.de/en>. By submitting a registration, the exhibitor agrees to comply with these criteria. The exhibitor is responsible for ensuring that all products and services the exhibitor presents at BIOFACH / VIVANESS 2021 eSPECIAL will comply with the admission criteria. Project management reserves the right to review products, information or services placed on the platform for compliance with the

admission criteria, and to remove them from the platform on a case by case basis in the event of noncompliance.

In general, goods that violate the regulations on intellectual property rights in Germany (plagiarism) will be removed. The exhibitor alone will be responsible for complying with the requirements of law.

Moreover, the exhibitor's products must be mainly intended for visitors to BIOFACH and VIVANESS and not for exhibiting companies!

In the event of a violation, the organizer reserves the right to exclude the exhibitor from participating and to invoice the offending exhibitor for a fee of EUR 1,200 for noncompliance with rules and regulations, and to exclude the exhibitor from admission to the event concerned.

5. Organizer's services to exhibitors

Each exhibitor may order one of the exhibitor packages specifically indicated in the online registration (Basic Package, Standard Package, Premium Package, or Exclusive Package). The online registration includes detailed descriptions of the scope of services included in each package.

It is essential to comply with the deadlines indicated on the order form when placing an order.

Order forms submitted late cannot be processed. The exhibitor must supply the information needed to provide the booked services, particularly for producing advertising, to the organizer in good time on the order form.

The organizer reserves the right not to process information submitted late.

Unless the organizer is at fault for the delayed submission of necessary information, the exhibitor must nevertheless pay the full package price. The exhibitor bears the burden of proving fault.

After formation of the contract and complete payment of the participation fee, the exhibitor shall be given access to its company profile and further information for the registration procedure on the online event platform.

6. Obligations of the exhibitor

6.1 It is up to the exhibitor to meet the technical conditions for participation in the digital event.

6.2 The exhibitor is solely responsible for its own digital presentation. It must ensure that it holds rights of use for all contents of the digital presence (e.g. texts, graphs) and that no copyrights of third parties are infringed. The exhibitor shall indemnify the organizer against third-party claims for copyright infringements and trademark infringements.

6.3 For the purpose of advertising the event, the exhibitor shall permit the organizer to use its logo/company name even if it is trademark-protected.

6.4 The exhibitor's products and services must be intended for resellers; direct sales on the digital platform are not permitted. Exhibitors are also prohibited from presenting unauthorized products, especially conventional foods. In case of non-compliance NürnbergMesse reserves the right to delete the digital presentation, as well as exclude the exhibitor from participating in follow-up/subsequent events. Compliance with statutory requirements is the sole responsibility of the exhibitor.

7. Costs of participation in the event as exhibitor and visitor, payment terms

7.1 Exhibitors

Exhibitors will incur costs in the amount of the booked exhibitor package for participating in the event. All services for each exhibitor package can be found in the online registration. All payments must be made in euros, free of charges, indicating the invoice number. The exhibitor will be entitled to the booked service only after the invoice is paid in full. The exhibitor must supply proof of payment. The exhibitor consents for the organizer to send invoices by email (electronic invoicing). If the exhibitor wishes not to be invoiced electronically, a refusal may be sent by letter or in text form.

If the exhibitor indicates a different invoicing address in the online registration, the exhibitor thereby authorises the indicated person or company to receive the invoice and any other demands for payment. This does not relieve the exhibitor from the obligation to pay.

The invoiced amount is due and payable 10 days after receipt of the invoice.

7.2 Visitors

The three-day ticket for visitors costs EUR 35 including value-added tax. The invoice amount is due immediately. Only Paypal and credit card are available as payment methods.

8. Cancellation of registration

8.1 Exhibitors

If a registration is cancelled after the confirmation of participation is received, a cancellation fee of 100% of the ordered services is to be paid to the organizer. If the exhibitor does not use one or more services within the booked packages pursuant to Item 5, neither participation nor the package price will be affected.

8.2 Visitors

Visitor tickets as indicated in Item 7.2 cannot be cancelled. Refunds will be given only if the event does not take place owing to reasons within the organizer's control.

9. Cancellation, change of dates, interruption, closure of the event

After formation of the contract, the organizer may cancel the event in full or in part, change the dates of the event, shorten it, discontinue it, interrupt it, or close it if it is fully or partially impossible to hold the event at the event location and/or at the event times (in accordance with Section 275 (1-3) German Civil Code) or if the organizer has a valid reason to do so and the organizer or its vicarious agents are not responsible for the valid reason.

Conditions of Participation in the BIOFACH / VIVANESS 2021 eSPECIAL for Exhibitors and Visitors



As of December 2020

10. Advertising

Advertising of all kinds within the digital platform rented by the exhibitor is allowed for the exhibitor's own company and only for the products and/or services produced and distributed by it, to the extent that they are registered and approved.

11. Liability, insurance, accident insurance

The organizer shall only be liable without limitation in cases of wrongful intent or gross negligence and in cases of harm to life, limb or health.

In all other cases, the organizer shall only be liable for

- Breaches of cardinal obligations. Cardinal obligations are obligations, that must be fulfilled in order to properly perform the contract in the first place and that the exhibitor can regularly rely upon;
- Insofar as the organizer is legally obligated to carry third-party liability insurance or this is customary;
- Insofar as the organizer has claimed a special degree of trust or holds a qualified position of trust.

In these cases, however, the organizer shall only be liable for contractually typical, foreseeable damage (thus normally excluding consequential damages) and then only for a maximum amount of EUR 100,000 per case of damage.

The limitation of liability only applies in relation to businessmen, legal entities governed by public law, and special trusts under public law. Moreover, liability for ordinary or medium negligence is excluded. This limitation of liability also applies for the behaviour of the organizer's vicarious agents.

Exhibitors, for their part, will be liable for any loss, damage or injury incurred by persons or property through the fault of the exhibitor or the exhibitor's employees, agents, exhibited items or exhibition facilities.

The organizer reserves the right to change programmes and to reschedule events. The organizer reserves the right to postpone events, including the right to cancel individual items on the programme. Such changes will not give participants a right of withdrawal. There will be no right to resulting damages.

The organizer furthermore does not guarantee the presence of announced presenters.

In the event of a cancellation, participants will have no rights to damages of any kind whatsoever. The organizer will endeavour to remedy the absence with an adequate substitute. The current list of presenters can be found in the online publication, subject to change up to one week before the event begins. For technical reasons, it will not be possible to post later changes online.

12. Place of performance, place of jurisdiction

The place of performance is Nuremberg. This also applies to the place of jurisdiction if the lessee is a businessman or legal entity governed by public law or does not have a general place of jurisdiction within the country. The organizer is also entitled to sue the exhibitor at its general place of jurisdiction.

13. Data protection statement

Personal data are processed by the organizer as the controller within the meaning of data protection law and where applicable by its Service Partners, in compliance with the relevant data protection regulations for the purpose of supporting and providing information to customers and prospective customers and providing the offered services (legal basis: Art. 6 para. 1 letter b EU GDPR). Personal data are also transferred to the service provider Real Life Interaction GmbH charged with providing technical support for the event insofar as necessary to hold the event.

In accordance with the principle of data economy and reduction, only such data are processed that are absolutely required for the purposes indicated above. Naturally, personal data will be treated as confidential and protected by appropriate safeguards in the best possible way.

Only authorised persons providing technical, commercial and customer management support have access to your data.

Naturally, appropriate job processing agreements have been entered into to the extent legally required.

Personal data are retained until the contractual relationship with the organizer ends and the data are no longer needed for other legal reasons (e.g. legal retention periods).

Every exhibitor has the right to lodge a complaint regarding this data processing to the competent data protection supervisory authority and may request, subject to the legal conditions, information, rectification, erasure or restricted processing of its data, object to the processing, or assert its right to data portability.

NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg, data@nuernbergmesse.de or its data protection officer (datenschutz@nuernbergmesse.de) will be glad to answer any questions on this subject.

14. Use of data for advertising purposes

14.1 Exhibitors

The organizer is interested in cultivating business relationships with its exhibitors and sending them information and offers of its own similar events and services. Therefore, the data provided in the submitted registration (company name, address, telephone/ fax number and e-mail address) will be processed by the organizer and where applicable, by its Service Partners in order to send event-related information and offers per e-mail in accordance with Art. 6 para. 1 letter f EU GDPR. The exhibitor may object to the use of its data by the organizer for the purpose of direct advertising at any time; the same applies to profiling to the extent that it is related to direct advertising. If such an objection is lodged,

the data will no longer be processed for this purpose. The objection may be lodged without requirements of form and without indication of reasons without incurring any separate costs besides the standard transmittal costs on the basis of basic rates. It should be sent to NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg or data@nuernbergmesse.de.

14.2 Visitors

The organizer calls attention to the fact that the personal data provided by visitors at the time of registration will be processed for purposes of statistical analysis, market research, distributing information (by regular mail and email about future events, the same topic, or related topics) and for customer loyalty schemes (e.g., for offering loyalty advantages, invitations to events) (Art. 6 (1) (f) EU GDPR). An objection to such processing may be lodged at any time (NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg / data@nuernbergmesse.de). The above data will be transferred to subcontractors of NürnbergMesse only to be processed for the above purposes. You can find out more about data protection at <https://www.biofach.de/en/data-protection>.

15. Severability clause

If the Conditions of Participation are partially legally invalid or incomplete, this shall not affect the validity of the other provisions and the contract.

In this case, the parties undertake to replace the invalid provision or fill the gap with a provision by which the economic purpose intended by the parties can best be achieved.

General Terms and Conditions for Exhibition Marketing

As of May 2018

1. Applicability

The terms and conditions of NürnbergMesse GmbH (hereinafter: NürnbergMesse) are exclusive; terms and conditions of the Exhibitor (hereinafter: the Client) that conflict with or diverge from those of NürnbergMesse will not be recognized unless NürnbergMesse has expressly consented to them in writing. The present terms and conditions will apply even if NürnbergMesse unconditionally carries out a marketing order in the awareness of conflicts with or differences from the Client's own terms and conditions.

2. Contract documents

The contract between NürnbergMesse and the Client for advertising activities comprises the following integral parts, which are listed in their order of priority:

- The order form, including product descriptions
- The Special Terms and Conditions below for online, print and on-site advertising,
- These General Terms and Conditions for Exhibition Marketing
- The Special Terms and Conditions for Participation in the specific event
- The General Terms and Conditions for Participation in Fairs and Exhibitions.

3. Making the contract

By placing an order for advertising, the Client is making a binding offer. Orders will be accepted by NürnbergMesse only if placed in writing on the official form or via the OnlineServiceCenter. The contract will not take effect until NürnbergMesse accepts this offer by sending an order confirmation. The order must comply with the minimum order volume.

Advertising space and placements are allocated in the sequence in which written orders are received. If the ordered advertising space or placement is already taken, the Client will be assigned the closest possible available advertising space or placement, at NürnbergMesse's discretion. The Client expressly consents to this arrangement. NürnbergMesse may engage outside companies or subcontractors to provide the agreed services. Unless agreed otherwise, the third parties will be engaged on behalf and for the account of NürnbergMesse.

4. Prices, terms of payment

(1) The prices stated in the order form at the time of placement of the order shall apply. Unless agreed otherwise, prices stated by NürnbergMesse are understood to be in euros and do not include the value added tax required by law. Invoices issued by NürnbergMesse are due and payable in full immediately on receipt. NürnbergMesse may also change prices as it reasonably sees fit after the contract is established. In the event of a price increase, the Client may cancel the order within 14 days after receiving notice of the price increase. The foregoing shall not affect the obligation to

pay for services that have already been provided by NürnbergMesse.

5. Late payment

(1) In the event of late payment, NürnbergMesse reserves the right to stop work on an order in progress until payment is received in full, and to require payment in advance for any remaining services.

(2) If NürnbergMesse has objectively justifiable doubts about the Client's solvency, NürnbergMesse shall be entitled, even while a contract is still in effect, to defer any further performance of services until they are paid for in advance and any outstanding invoice amounts are settled, irrespective of any target date originally agreed upon for payment.

6. Deadlines for print material and data

The deadlines for sending print material and other data can be found in the applicable order forms or order confirmations. The Client is responsible for delivering print material and data in good time. If these are not delivered on time, NürnbergMesse may decline the order for advertising services.

NürnbergMesse will be liable for the timely completion and proper quality of its work only if the Client has duly met its contractual obligations, particularly the obligation to provide print material and data in good time.

7. Responsibility for content

The Client is responsible for the content of advertising and any resulting harm. The Client assumes responsibility for the content and lawfulness of the graphics and text material made available for advertising. The Client warrants that the advertising that it has ordered and that is carried out using the data and materials it provides does not infringe third parties' intellectual property rights. The Client must notify NürnbergMesse immediately if it discovers an infringement of third parties' rights, or if it has evidence that such an infringement may have occurred.

NürnbergMesse is under no obligation to verify whether the data or other materials supplied by the Client in order to perform the service infringe or may infringe third parties' intellectual property rights. For that reason, NürnbergMesse does not warrant that data or other materials not provided by NürnbergMesse itself are free from third-party claims.

8. Right of refusal

NürnbergMesse reserves the right to refuse orders for advertising or to discontinue advertising activities because of their content, origin or technical form, even after the contract has been entered into, on consistent, objectively justified grounds, if

- The content, in NürnbergMesse's conscientious opinion, is against the law or violates regulations established by the authorities

or

- The content is contrary to public policy or has been the subject of a complaint in a proceeding before the German Advertising Council, or if NürnbergMesse cannot reasonably be expected to publish it.

In making its decision, NürnbergMesse will consider not only the overall content but the general visual appearance of the advertising from the viewpoint of quality and aesthetics. The Client will be notified promptly of any refusal of an advertising order.

In the case of online advertising, the right of refusal will also apply if the advertisement contains a link to websites that fulfill the above conditions for refusal. Any refusal of an advertising order for the above reasons will not affect NürnbergMesse's right to be remunerated for services already provided. NürnbergMesse reserves the right to claim damages.

9. Indemnification

In the event of a breach of the duties incumbent on the Client under Sections 7 and 8 above, the Client must immediately hold NürnbergMesse harmless from any and all third-party claims for damages and make it whole for all harm that may arise from an infringement of intellectual property rights, and must also make advance payments towards expenses if NürnbergMesse so requests.

This indemnification obligation in particular also includes an obligation to hold NürnbergMesse harmless against the necessary expenses of a legal defense.

The Client agrees to support NürnbergMesse to the best of its ability with information and documentation in a legal defense against third parties.

10. Liability

(1) Section 19 of the General Terms and Conditions for Participation in Fairs and Exhibitions shall apply.

NürnbergMesse's liability for the loss of data shall be limited to the typical cost of restoration that would have been incurred if the Client had prepared regular backup copies consistent with the risk.

(2) NürnbergMesse shall be liable for damages to the full extent provided by law in the event of willful or grossly negligent breaches of duty, injury to life, limb or health, liability under the German Product Liability Act, and to the extent that NürnbergMesse has furnished a warranty of qualities.

(3) NürnbergMesse shall be liable above and beyond the cases indicated in subsection (2) only in the event of a negligent breach of material contractual obligations. In this case, NürnbergMesse's liability shall be limited to the typical foreseeable loss or damage.

(4) "Material contractual obligations" means those obligations that protect the Client's interests that are material to the contract, which the contract is intended to ensure for the Client by virtue of its content and purpose; contractual duties shall also be material if the proper performance of the contract would be impossible without their fulfillment, and if the Client regularly relies and is entitled to rely on that fulfillment.

(5) There can be no further liability.

11. Unforeseen events

If NürnbergMesse is unable to carry out an advertising activity because of force majeure, labor disputes, or other circumstances beyond NürnbergMesse's control, it must promptly notify the Client.

In these cases, NürnbergMesse shall be released from the obligation to fulfill the order and to provide damages. In general, there will be no entitlement to remuneration in these cases; however, NürnbergMesse may bill the Client for work commissioned from NürnbergMesse, in the amount of the incurred expenses, if the results of the work are still of interest to the Client. The contract shall remain in force for the other advertising services ordered. So far as possible, however, NürnbergMesse will make good the advertising activity. If the advertising is made good within a reasonable period of time after the disruption is remedied, the entitlement to compensation shall survive.

12. Cancellation of orders

(1) An order for advertising must be cancelled in writing.

(2) If the Client cancels an order for advertising services, NürnbergMesse shall be entitled to charge a cancellation fee according to the following schedule:

- From receipt of the booking confirmation to 120 days before the start of the event, 25% of the order value for the booked service, or compensation for the services already provided by NürnbergMesse
- Later than 120 days before the start of the event, 100% of the order value for the booked service.

13. Withdrawal and cancellation

(1) If the Client withdraws from a contract with regard to one or more advertising services (cancellation of the order), the contract will remain in force for the remaining advertising services.

(2) If NürnbergMesse has already provided advertising services that it was reasonably entitled to provide at the time of the Client's request to cancel the order, NürnbergMesse's entitlement to compensation for the services already provided shall be unaffected by the Client's withdrawal.

14. Notification of defects

The Client must promptly inspect the services provided by NürnbergMesse and give prompt notice of any defects. If defects become apparent only later in spite of a careful inspection, they must be reported promptly after their discovery. In any case, NürnbergMesse must receive notice of obvious defects not later than seven days after the end of the event, or in the case of online advertising, seven days after the end of display of the advertising.

Notices of defects must be given in writing.

If notice of a defect is given tardily, any warranty entitlements shall entirely lapse. The same shall apply if the defect results from changes that the Client itself has made, or if the Client interferes with NürnbergMesse's ability to determine the defect. Furthermore, the Special Terms and Conditions governing the particular advertising option concerned will apply.

15. Data protection notice

Personal data will be processed by NürnbergMesse as the controller within the meaning of data protection law, and where applicable by its service partners, with due regard to the data protection regulations applicable to the support and information provided to customers and interested parties and the performance of the offered services (legal basis: Art. 6 para. 1 letter b EU-GDPR).

In accordance with the principle of data minimization and data avoidance, only that data which is absolutely necessary for the aforementioned purposes will be processed. Personal data will of course be treated as confidential and protected as best as possible by means of appropriate security measures.

Only authorized persons engaged in providing technical, commercial and customer administration support will have access to the Clients' data. Naturally, appropriate job processing agreements have been concluded to the extent legally required. Personal data will be retained until the contractual relationship with NürnbergMesse is terminated and also until the data is no longer needed for other legal reasons (e.g. due to statutory retention periods).

Every client has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfilment of the legal conditions, information, rectification, erasure or restricted processing, object to the processing or assert his right to data transferability. NürnbergMesse GmbH, Exhibition Centre, 90471 Nuremberg / data@nuernbergmesse.de or its data protection officer (datenschutz@nuernbergmesse.de) will be glad to answer any questions on this subject.

16. Data use for promotional purposes

NürnbergMesse has an interest in cultivating the customer relationship with its exhibitors and providing them with information and offers about its own similar events and services. Therefore, the data transmitted with the submission of the order (company name, address, telephone/fax number and e-mail address) will be processed by NürnbergMesse and where applicable by its service partners to transmit appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GDPR.

Objection to the use of data for purposes of direct promotion can be notified to NürnbergMesse at any time; this also applies to profiling if it is directly related to the direct advertising. Once the objection is notified, the data will no longer be processed for this purpose. The objection can be notified without observing formal requirements and without indication of reasons and without incurring separate costs aside from the customary transmission costs at basic rates. The objection should be addressed to NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg, or data@nuernbergmesse.de.

17. Contracts in electronic business

If the Client uses the OnlineShop to place an advertising order or to make any other form of service contract, NürnbergMesse will be required only to ensure that the Client can view the General Terms and Conditions and store them in reproducible form at the time when the contract is made. NürnbergMesse will have no further obligations in this regard.

18. Place of performance, jurisdiction and venue

(1) The place of performance and the jurisdiction and venue for all obligations proceeding from the contractual relationship concerning marketing services shall be Nuremberg, if the Client is a merchant (*Kaufmann*) as defined under German law, or a public-law legal entity or special fund under public law, or if the Client has no general jurisdiction and venue in Germany.

(2) German law and the German text of the relevant terms and conditions shall apply exclusively. The terms of the UN Convention on Contracts for the International Sale of Goods shall not apply.

19. Severability clause

If any provision of these contract terms and conditions, or a provision of other agreements, is or becomes invalid, the validity of all other provisions or agreements, as well as the contractual relationship between the Parties, will be unaffected. In such a case, the Client and NürnbergMesse will replace the invalid provision with a valid one that approximates the economic purpose of the invalid provision as closely as possible.

Special Terms and Conditions for Online Advertising

1. Data delivery

(1) The Client must provide NürnbergMesse with data in the agreed format and conforming to the agreed technical requirements, by electronic means, not later than five days before the start of publication.

(2) NürnbergMesse reserves the right to refuse banner or logo advertisements that are not recognizable as such because of their design, or to require the Client to modify the advertisements or banners so that they are clearly recognizable as advertising.

(3) NürnbergMesse's obligation to store electronically transmitted data will end three months after the date agreed upon for the end of publication.

(4) The Client must assume any additional costs incurred for changes the Client requests in the nature or presentation of an advertisement or banner after the data are transmitted. The same will apply if changes in the nature and presentation of the advertisement or banner become necessary for legal reasons.

2. Representation and warranty of rights

(1) The Client represents and warrants that it holds all rights needed for a publication of the advertisement or advertising banner on the Internet.

(2) The Client will transfer to NürnbergMesse all necessary rights of use for the contractually required display of the advertisement or advertising banner on the NürnbergMesse site.

3. Warranty

(1) NürnbergMesse warrants a display of the advertisement or advertising banner during the agreed time in conformity with usual technical standards. This warranty does not apply to minor errors.

(2) In the event that the display is unavailable for a substantial period of time (more than 10 percent of the booked time) during a fixed booking period, the Client will not be required to pay for the period of unavailability. There can be no further claims.

(3) If the advertisement or banner is displayed defectively, the Client will be entitled to a reduction of payment or a correct substitute advertisement, but only to the extent that the purpose of the advertisement or banner was frustrated. If the substitute advertisement fails or cannot reasonably be carried out, the Client shall have a right to a reduction of payment as provided by law, or in the event of substantial defects, a right to cancel the order.

(4) If execution of an order fails for reasons that are beyond the control of NürnbergMesse, for example because of force majeure or strikes, requirements of law, or disruptions deriving from the sphere of control of third parties, network operators or service providers, the execution of the order will be made good so far as is possible. NürnbergMesse's entitlement to compensation will remain in effect if the order is made good within an appropriate amount of time that is reasonable for the Client.

(5) Without prejudice to Section 10 in the General Terms and Conditions for Exhibition Marketing, there can be no further warranty claims. Explicit reference is made to Section 14 of the General Terms and Conditions for Exhibition Marketing. The prescription period for all warranty claims will be one year, beginning with the agreed end of publication.

Special Terms and Conditions for Print Advertising

1. Content of catalog and exhibition guide, advertising clients

The print catalog contains an alphabetical list of exhibitors, a list of products and advertisements, and if applicable also an alphabetical list of trademarks and/or company logos. Full-page advertisements may be published in the exhibition guide, and logos may be incorporated into the hall plans. Only exhibitors may be included in these lists and ads.

NürnbergMesse is entitled to use the data provided by the Client for the exhibitors' and product database on the Internet.

2. Order forms

NürnbergMesse will accept orders for advertisements and orders for the exhibition catalog and exhibition guide only in writing on the official order form (if any) or via orders on the Online ExhibitorShop. Preferred pages for advertising orders will be allocated in the sequence in which the written orders are received.

3. Deadlines for submission

(1) The deadlines for submission of advertisements/logos in the catalog or exhibition guide can be found in the applicable printed forms or at the Online ExhibitorShop. The Client is responsible for delivering the advertisement copy/the logo on time.

(2) If no order is received by the submission deadline, there will be only an entry in the catalog and/or exhibition guide in the alphabetical list of exhibitors, based on the information in

the standard registration form. NürnbergMesse may include orders for catalog advertisements or logos in the catalog received belatedly in the catalog supplement, at an additional charge.

(3) If the artwork for the advertisement or company logo in the exhibition catalog is not received by the applicable deadline for submission or return as provided in Section 6 of the General Terms and Conditions for Exhibition Marketing, NürnbergMesse may include such belated artwork for catalog advertisements in a catalog supplement, at an additional charge.

(4) In the event of a cancellation or other termination of a contract after the deadline indicated in subsection 3, NürnbergMesse will nevertheless be entitled to publish the advertisement or company logo in the exhibition catalog or exhibition guide. Furthermore, the provisions of Section 6 of the General Terms and Conditions for Exhibition Marketing will apply.

4. Responsibility for content

(1) The Client is responsible for the content and lawfulness of the graphics and text materials provided for the insertion, and for any resulting harm.

(2) The print catalogs, the exhibitors' and product database on the Internet, and the exhibition guide will be edited and published by NürnbergMesse.

(3) NürnbergMesse reserves the right to refuse advertising orders because of their content, origin or technical form, on the basis of consistent, objectively justified principles, if the content, in NürnbergMesse's conscientious opinion, violates the law, regulations established by the authorities, or accepted principles of morality, or if NürnbergMesse cannot reasonably be expected to publish it. The Client will be notified promptly of any refusal of an advertising order.

5. Quality and storage of print materials

(1) The Client is responsible for submitting defect-free print materials. The Client must send any materials needed in order for NürnbergMesse to provide its services, carriage paid to NürnbergMesse's offices or to the location designated by NürnbergMesse, by the agreed deadline.

An accompanying color proof is to be provided for color printing. Otherwise no responsibility can be accepted for correct color reproduction. NürnbergMesse will request replacements without delay for evidently unsuitable or damaged print materials.

(2) NürnbergMesse warrants the customary print quality for print catalogs, subject to the limits allowed by the print materials. Graphics work, changes requested by the Client for data already supplied, and preparation of color proofs will be charged separately. If the Client subsequently requests substantial changes to the originally agreed specifications, the Client may be charged separately for the resulting additional cost.

(3) If defects in the provided artwork are not immediately evident and only become apparent during handling or processing, the Client must accept any resulting additional costs or handling or processing losses. If no particular instructions are given regarding size, charges will be based on the actual print size customary for the type of advertisement concerned.

(4) NürnbergMesse will store the documents or data provided by the Client for one month after the end of the event. If the Client provides original masters or digital data, the Client will prepare duplicates or backup copies for himself beforehand. NürnbergMesse accepts no liability for Client artwork master that is not reclaimed within one month after the end of the event. If the Client requests return of the materials it has provided, they will be returned from the place of use at the Client's expense and risk.

6. Warranty

NürnbergMesse warrants the customary print quality for the advertisements in the exhibition catalog and for the company logo in the exhibition catalog or exhibition guide, subject to the limits allowed by the print materials. If the advertisement or logo is defective, the Client shall be entitled to a reduction of payment, but only to the extent that the purpose of the advertisement or logo was impaired. Without prejudice to Section 10 of the General Terms and Conditions of Exhibition Marketing, there can be no further warranty claims. Explicit reference is made to Section 14 of the General Terms and Conditions for Exhibition Marketing. The prescription period for all warranty claims shall be one year. It shall begin with acceptance of the service, or, if acceptance is not possible because of the nature of the service, after the end of the event.

7. Liability

NürnbergMesse and its vicarious agents will apply the due care customary in the business in accepting and examining advertising texts pursuant to n° 4, but will not be liable if they are misled or deceived by the Client. NürnbergMesse and its vicarious agents will be liable for entries unintentionally omitted, typographical errors, defective execution of any kind, etc., only if the defect was demonstrably caused by willful misconduct or gross negligence.

8. Charges for entries and advertisements

The prices for entries for direct exhibitors and co-exhibitors will be charged as provided in the "Special Terms and Conditions for Participation" in the exhibition. The fees for orders for the exhibition catalog additionally include entries in the product list.

Special Terms and Conditions for On-Site Advertising

1. Outdoor and Indoor Advertising

(1) On-site advertising (hereinafter: Outdoor and Indoor Advertising), if conducted outside the rented booth spaces at the Exhibition Center, is subject to additional charges. Such advertising within the Exhibition Center Nuremberg but outside the rented booth spaces is permitted only for Clients registered for the event concerned, and only if the Client has previously received a written order confirmation from NürnbergMesse for the intended advertisements.

(2) Outdoor or Indoor Advertising outside the Client's own rented booth space, if not approved or not permitted, will be removed and impounded by NürnbergMesse or its vicarious agents at the Client's expense.

(3) Outdoor Advertising means Client advertising in the form of poster advertisements of various sizes and banner advertising on the outdoor grounds of NürnbergMesse during the booked event.

(4) Indoor Advertising means poster advertisements and any kind of printed and multimedia advertising in diverse media and in various sizes in the interior of the Exhibition Center during the booked event.

(5) These provisions shall apply analogously for all other forms of advertising on the exhibition site.

2. Orders/Making the contract

(1) By placing an order for advertising, the Client is making a binding offer. The order must be placed in writing. NürnbergMesse will accept the offer by sending an order confirmation.

(2) All advertising space is allocated in the sequence in which written orders are received.

The order must comply with the minimum order volume.

(3) The Client has no entitlement to a particular advertising space. If the ordered advertising space is already taken, the Client will be assigned the closest possible available advertising space, at NürnbergMesse's discretion. The Client expressly consents to this arrangement.

(4) NürnbergMesse may refuse orders for advertising that are not received on time.

(5) NürnbergMesse may engage outside companies or subcontractors to provide the agreed services.

NürnbergMesse will primarily engage what are known as its "service and contract partners" for this purpose. The Client may object to this engagement only for good cause. Unless agreed otherwise, the third parties will be engaged on behalf and for the account of NürnbergMesse.

3. Prices, terms of payment, right of retention

(1) Unless agreed otherwise, prices stated by NürnbergMesse are understood to be in euros and do not include the value added tax required by law.

(2) Special graphics work and the preparation of films, if final artwork is submitted, will be charged separately. If the Client subsequently requests substantial changes in the originally agreed designs, the Client may be charged separately for the resulting additional cost.

(3) Invoices issued by NürnbergMesse are due and payable in full immediately on receipt.

(4) The Client shall be entitled to rights of offset or retention only if its counterclaims have been upheld beyond legal appeal or are acknowledged by NürnbergMesse. A right of retention shall furthermore exist only if the asserted counterclaim is founded on the same contractual relationship as NürnbergMesse's claim.

4. Deadlines

(1) Deadlines for sending print materials or posters – to be arranged by the Client – are shown on the applicable order forms or order confirmations.

(2) The Client is responsible for the timely delivery of the print materials or posters.

(3) NürnbergMesse will be liable for the timely completion and proper quality of its work only if the Client has duly met its

contractual obligations, particularly the obligation to provide materials on time.

(4) NürnbergMesse assumes no warranty or risk for the procurement of materials or ingredients necessary for creating the advertising. In this regard it shall be liable for willful misconduct or gross negligence only insofar as this restriction is permitted by law and liability is not excluded as provided in the sections below.

5. Responsibility for content

(1) The Client is responsible for the content of advertising and any resulting harm. The Client assumes responsibility for the content and lawfulness of the graphics and text materials made available for advertising. The Client warrants that the Outdoor and Indoor Advertising that it has ordered and that is carried out using the information and materials it provides does not infringe third parties' intellectual property rights. NürnbergMesse is under no obligation to verify whether the information or materials supplied by the Client in order to provide the services infringe or may infringe third parties' intellectual property rights. For that reason, NürnbergMesse does not warrant that information or materials not provided by NürnbergMesse itself are free from third-party claims.

(2) NürnbergMesse reserves the right to refuse advertising orders because of their content, origin or technical form, on consistent, objectively justified grounds, if the content, in NürnbergMesse's conscientious opinion, violates the law, regulations established by the authorities, or public policy. The Client will be notified promptly of any refusal of an advertising order. NürnbergMesse furthermore reserves the right to refuse advertising orders because of their content and general visual appearance from the viewpoint of quality and aesthetics, especially if NürnbergMesse cannot reasonably be expected to carry out publication. The Client will also be notified promptly of this refusal as well. NürnbergMesse cannot be held liable for a refused advertising order.

(3) The same shall apply, and shall entitle NürnbergMesse to immediately cancel the Client's advertising order, in cases where the content and general visual appearance of the advertising, its origin or its technical form does not become known to NürnbergMesse until after the order confirmation has been issued. In this case, Sections 12.(2) and 13 of the General Terms and Conditions for Exhibition Marketing will apply analogously.

(4) In the event that the Client breaches its obligations under subsections 1 through 3 above, the Client must immediately hold NürnbergMesse harmless from any and all third-party claims for damages and make it whole for all harm that may arise from the infringement of intellectual property rights, and must make advance payments toward costs if so requested by NürnbergMesse.

6. Quality / Delivery of print materials

(1) The Client is responsible for submitting defect-free print materials. The Client must send any materials needed in order for NürnbergMesse to provide its services, carriage paid to NürnbergMesse's offices or to the location designated by NürnbergMesse, by the agreed deadline. If the Client requests return of the materials it has provided, they will be

returned from the place of use at the Client's expense and risk.

(2) NürnbergMesse will store the materials provided by the Client for one month after the end of the event. If the Client provides original masters (slides, diskettes, etc.), it agrees to prepare duplicates beforehand. NürnbergMesse accepts no liability for Client masters that are not reclaimed within one month after the end of the event.

(3) An accompanying color proof is to be provided for color printing. Otherwise no responsibility can be accepted for correct color reproduction. NürnbergMesse will request replacements without delay for recognizably unsuitable or damaged advertising masters. NürnbergMesse warrants the customary print quality for poster and banner advertising, subject to the limits allowed by the print masters.

(4) If defects in the advertising masters are not immediately evident and only become apparent during processing, the Client must accept any resulting additional costs or processing losses.

7. Storage and return of advertising materials

(1) If the Client requests in a timely manner the return of the advertising materials it has provided, they will be returned from the place of use at the Client's expense and risk.

(2) In the event of consecutive events, the Client must remove the provided advertising materials at its own expense not later than 6 a.m. on the morning following the end of the event. NürnbergMesse will inform the Client in good time about whether a conflicting event is scheduled.

(3) Subsections 1 and 2 shall apply analogously for advertising materials that NürnbergMesse produces itself, or arranges to have produced, for the Client.

8. Warranty and liability

(1) The Client must promptly inspect the services provided by NürnbergMesse and give prompt notice of any defects without undue delay. If defects become apparent only later in spite of a careful inspection, they must be reported promptly after their discovery.

(2) If the complaint of a defect is justified, NürnbergMesse will either provide a replacement or remedy the defect, at its own choice. If a remedy fails, the Client may withdraw from the contract or reduce the price. A remedy will be deemed to have failed after an unsuccessful second attempt, unless occasioned otherwise by the particular nature of the matter or defect or other circumstances.

(3) Otherwise, the Client may demand damages in lieu of performance or reimbursement of frustrated expenditures only if NürnbergMesse or its vicarious agents have committed willful misconduct or gross negligence. This limitation shall not apply if liability is established by mandatory law for a breach of an obligation that is essential in order to achieve the entire purpose of the contract, or if the liability results from an injury to life, limb or health.

(4) The amount of NürnbergMesse's liability shall be limited to the foreseeable loss or damage typical of the contract, except in cases where the loss or damage is caused willfully or through gross negligence, or where the liability results from an injury to life, limb or health.

(5) The foregoing shall not affect liability under the Product Liability Act.

(6) NürnbergMesse will assume the expenses necessary for subsequent performance, including, without limitation, the costs of shipping, infrastructure use charges, and costs of labor and materials. NürnbergMesse will not assume other incidental expenses that result from the defect; in particular, it will not be liable for indirect or consequential damage or losses, such as lost income, lost use, cost of capital or lost profits.

(7) Warranty claims against NürnbergMesse accrue directly to the Client alone, and cannot be assigned.

(8) If the notice of a defect is tardy, any warranty claims shall lapse entirely. The same shall apply if the Client itself makes or has made changes or makes it impossible for NürnbergMesse to determine the defect.

9. Time bar

(1) The Client's entitlement to subsequent performance, damages, reimbursement of expenses or a price reduction because of a defect will be time barred one year after acceptance of the service or, if acceptance is not possible because of the nature of the service, one year after the end of the event. Withdrawals declared after the expiration of the prescription period are invalid.

(2) All other claims of the Client will likewise expire in one year. The prescription period for this purpose shall begin as provided by law.

General Terms and Conditions for Hotel Bookings

As of: June 2020

1. Application

These General Terms and Conditions apply when a guest (hereinafter re-ferred to as "guest") books accommodation himself via the hotel booking system of NürnbergMesse GmbH (hereinafter referred to as "NM") and for bookings made by NürnbergMesse GmbH in the hotel booking system on behalf of the guest.

2. Contractual relationship with NM

NM gives the guest the possibility of booking overnight accommodation in hotels using the NM hotel booking system or to have NM book it. NM offers no travel services of any kind on its own responsibility but acts solely as intermediary. The act of booking therefore only gives rise to an agency contract between the guest and NM, which is not governed by the stipulations of §§ 651a ff. BGB (German Civil Code). The contractual partner of the accommodation contract is the hotel booked by the guest (hereinafter referred to as "hotel").

3. Booking

- a) To book accommodation the guest must register in the NM hotel booking system. The booking is conveyed to the booked hotel on behalf of the guest by NM acting as an intermediary. To ensure the trouble-free pro-cessing of the booking, it is therefore essential that the data supplied by the guest (e.g. dates of overnight stay, contact details) are correct and complete.
- b) Arranging hotel accommodation is free of charge for the guest. Reselling booked hotel rooms and the transfer of rooms to third parties at higher prices is forbidden. If this regulation is infringed, NM reserves the right to exclude the guest in future from the services of NM and to block the guest's customer access. In this event, the hotel is justified in cancelling the booking. This declaration can also be made by NM. Assigning or sell-ing a claim against the hotel is not permitted. It is incumbent on the guest to pay cancellation fees and he is liable to pay compensation to NM and/or the hotel for any losses incurred.
- c) A valid credit card with sufficient funds is required to make a guaranteed booking. The credit card serves as security and can be used to debit cancellation charges or in the event of claims for damages. If checking the credit card data reveals that these are not correct or that the card does not have sufficient funds, the hotel is entitled to cancel the booking via NM.

4. Room prices

- a) The offer of hotel rooms applies subject to availability at the time when the written book-ing order is placed and subject to amendment by the hotel.
- b) Unless otherwise stated in the booking confirmation, all prices are per room and per night and may include or exclude breakfast according to the booking specification.

5. Contract and payment

- a) The contract for the booked service comes into force directly between the guest and the booked hotel when the booking confirmation is sent by NM on behalf of the hotel. The room price stated in the booking confirmation is to be paid direct by the guest in / towards the hotel. All claims and obligations arising from the accommodation contract, in particular any claims and obligations stated in §§ 651a ff. BGB (German Civil Code), exist directly and exclusively between the guest and the booked hotel.
- b) The booking confirmation is sent to the guest by e-mail.
- c) In the event of cancellation charges or claims for damages due to no-show by the guest, the hotel assigns its claims against the guest due to cancellation or no-show to the NM. The NM accepts the assignment. It is entitled to debit the credit card deposited by the guest with the amount owed. The guest will receive a corresponding invoice.

6. Provision of rooms

The booked room can be occupied by the guest from 15:00 on the agreed day of arrival. On the agreed day of departure, the room is to be vacated and placed at the disposal of the hotel by 11:00 at the latest. In the case of premature check-out, the guest must pay for the booked overnight accommodation if the hotel is not able to let the rooms to other guests at short notice.

7. Amendments and cancellations

- a) All amendments to and cancellation of the booking must be in writing and sent direct to NM and not to the hotel:

NürnbergMesse GmbH
MesseService
Hotels & Marketing
Fax: +49 (0)911-86 06 12 80 20
E-mail: hotels@nuernbergmesse.de

Receipt of the communication by NM within the set time limits is essential for acceptance of the amendment or cancellation. If the cancellation is not submitted via NM, in addition to cancellation fees (up to 100% of the stay) further fees (processing fee) may apply.

- b) The hotel's cancellation deadlines as stated with the booking confirmation apply exclusively.

8. Hotel categories and hotel information

The customary international hotel classification by means of stars is a non-binding indica-tion of the standard of a hotel in keeping with the Deutsche Hotelklassifizierung (DEHOGA) (the German hotel classification system). Further information about the hotel and descrip-tions are based on details provided by the hotel itself.

9. Data protection

NM collects, processes and uses personal data (hereinafter referred to as “data”) of the guest for the sole purpose of facilitating the contractual relationship. The data are not passed on under any circumstances to third parties. The data strictly necessary for booking accommodation is communicated only to the hotel chosen by the guest.

Moreover, the process of data acquisition is subject to the statutory data protection regulations. NM will not pass on your data to third parties (with exception of the booked hotel) or use them in any other way without your consent. If information is collected and passed on for statistical purposes, this information does not contain any personal data.

10. Miscellaneous

- a) All the information about hotels has been compiled with the greatest possible care. However, no liability is accepted for possible errors in collecting or transferring data.
- b) Data may only be copied onto other data media – even in part – or used for purposes other than those intended here with the express permission of NM.
- c) German law applies. The place of fulfilment is Nuremberg. The court of jurisdiction in the case of business people or persons who do not have a general German place of jurisdiction is Nuremberg. Otherwise the statutory place of jurisdiction applies.
- d) The use of the hotel booking system and its contents is permitted only for enquiries by individuals about hotel bookings; automated enquiries are not permitted. In particular, using the data material (e.g. the results of enquiries) to transfer rooms to someone else is strictly forbidden.

Terms of Business for IT-Communications

As of January 2021

1. Components of contract

Components of the contract in the following order of priority:

- The order forms in each case;
- These General Terms and Conditions of IT Communication;
- The General and Special Terms and Conditions of Participation in Trade Fairs and Exhibitions
- The General Contractual Terms for the Service Handbook (GCT)
- For the services of external network operators (e.g. Bisping & Bisping GmbH & Co. KG), their General Terms and Conditions and Product Information Sheet according to the TC Transparency Regulation Section 91.

2. Orders

The offered information and communication services may only be ordered from NürnbergMesse. The order must be accepted by NürnbergMesse; such acceptance may also be granted tacitly, for example by the provision of the ordered service. For short-notice orders (< 14 days before the beginning of the event), an express surcharge equal to 25 % of the order value shall be charged. Orders for WLAN are exempt from this rule.

If the exhibitor desires changes to services that NürnbergMesse has already provided, particularly for the trade fair stand, NürnbergMesse shall be entitled, insofar as it undertakes to make the changes, to charge the actually incurred additional cost for each change. It shall be charged on the basis of the actual work expenditure.

If the order is received by NürnbergMesse later than 35 days before the beginning of the event and NürnbergMesse accepts the order, it shall assume no liability for the proper and timely provision of the service.

If NürnbergMesse does not provide its services in these cases, or not properly or not on time, the exhibitor shall only be entitled to rescind the contract for the offered information and communication services or reduce the agreed fee accordingly. Any further claims are excluded.

A complete or partial cancellation of the order is possible subject to the provisions of No. 9 of the General Terms and Conditions of Participation in Trade Fairs and Exhibitions.

3. Period of service provision

The ordered information and communication services shall be provided during the period of each event.

If the provision of information and communication services is desired in a period other than this period, this additional service must be ordered separately from NürnbergMesse.

4. Rented equipment

All ordered services are provided by NürnbergMesse or subcontractors engaged by it. Equipment is rented to the exhibitor. The exhibitor must treat the rented equipment with

care and only use it for the contractually provided purposes. If the exhibitor uses its own terminal equipment, it must fulfil the applicable legal requirements, including the applicable EU Directives for Terminal Equipment and the CCITT Recommendations, particularly CCITT Recommendation i430. If the exhibitor does not observe the technical requirements and disturbances arise as a result, NürnbergMesse shall be particularly entitled to demand compensation from the exhibitor for the costs of disturbance analysis and fault correction.

NürnbergMesse shall further be entitled to demand from the exhibitor that it immediately disconnect from the network any terminal equipment from which disturbances emanate. For Internet access, the network cards used in the exhibitor's PC must fulfil the Ethernet specifications (IEEE 802.3). Optionally ordered fixed IP addresses and/or access data are sent to the exhibitor via e-mail. In no case may the exhibitor use other IP addresses than those provided to it by NürnbergMesse or modify the sub-net masks specified to it. If the exhibitor does not fulfil this obligation and if disturbances arise as a result, NürnbergMesse shall likewise be entitled to demand compensation from the exhibitor for the costs of disturbance analysis and fault correction.

NürnbergMesse shall be further entitled to exclude from the LAN network those exhibitors who use other IP addresses than those assigned to them or other sub-net masks than those specified to them despite prior warning and demand compensation for the associated costs. NürnbergMesse expressly reserves the right to assert further damages. If disturbances arise in the IT equipment of an exhibitor that used other IP addresses than those assigned to it or modified the sub-net masks, NürnbergMesse shall attempt, at the request and risk of the exhibitor, to correct the fault at the prices of NürnbergMesse applicable during the event period. Correction of the fault cannot be guaranteed.

At the request of the exhibitor, the Service Partner of NürnbergMesse shall configure the IT equipment, insofar as this is technically and operationally possible, at the risk of the exhibitor and according to the price lists applicable at the time of the event. Neither NürnbergMesse nor the Service Partner can assume a warranty or liability for software installed by the exhibitor itself. The same shall apply if drivers or other software must be installed during the installation of IT equipment on the exhibitor's own equipment. This shall be done expressly only at the risk of the exhibitor.

5. Service centres/Service Desk

A Service Desk is set up for the event of a disturbance. The service centres can be reached at the following telephone numbers:

- Communication products (Internet, telephone, WLAN):
+49 9 11 86 06-40 00

The Service Desk can be reached during the following times:
Three days before and during the event:

Mon – Sun, holidays 08:00 to 19:00 or to the end of the event

6. Loss/liability

If technical terminal equipment is lost or damaged at the scheduled disassembly date (see No. 10, Repossession), NürnbergMesse reserves the right to demand compensation from the exhibitor depending on the value category and charge such compensation to the exhibitor.

Our value categories for loss and damage are:

- Category A → EUR 300.00 (e.g. desk and DECT telephones, multi-functional devices, keyboard, mouse, adaptors)
- Category B → EUR 1,000.00 (e.g. routers, conference telephones, TFT display)
- Category C → EUR 1,500.00 (e.g. notebook, PC, tablet)

The exhibitor shall be liable for the loss, damage or destruction of all communication equipment made available to it. Insofar as liability requires fault, it shall be incumbent on the exhibitor to prove that it was not at fault.

7. Liability of organizer

If NürnbergMesse and/or the Service Partner are obligated to compensate the exhibitor for pecuniary losses in connection with the provision of telecommunications services and if such an obligation is not based on deliberate intent, the liability of NürnbergMesse and/or the ServicePartner shall be limited in accordance with Section 44a TKG. Otherwise, the liability of NürnbergMesse is governed by No. 19 of the General Terms and Conditions of Participation in Trade Fairs and Exhibitions

8. Connection conditions

Hardware and technical devices brought by the exhibitor itself must be prepared in accordance with the current state of the art to permit operation with the TC connections of NürnbergMesse. The flawless and/or complete functionality of hardware brought by the exhibitor cannot be guaranteed. The exhibitor is solely responsible for the security and functionality of the data traffic of hardware and technical devices brought by the exhibitor.

The exhibitor is obligated to keep the user IDs and passwords assigned to it secret and must particularly ensure that they cannot be viewed by third parties. Unless expressly agreed otherwise, it is prohibited to disclose user IDs and passwords to third parties and so enable the use of the information and communication services by a third party. The exhibitor is obligated to use the information and communication connection only by means of the proper use of the provided access possibilities (user ID, password or the like) and not to circumvent any access restrictions.

The exhibitor's own hardware must be brought in appropriately prepared condition to ensure operation with our TC connections. One hundred percent functionality cannot be guaranteed. The exhibitor itself is responsible for the security and functionality of data traffic from its own equipment.

The exhibitor is aware of the fact that unencrypted, wirelessly exchanged data can possibly be viewed by third parties.

The exhibitor uses the Internet at its own risk.

Unless otherwise labelled, all content is external information within the meaning of Section 8 of the German Telemedia Act, for the retrieval of which the exhibitor is itself responsible.

This applies particularly to any damage to its hardware or software, data loss or other damage attributable to the use of the Internet via the information and communication infrastructure, insofar as NürnbergMesse is not responsible for the event causing the damage, subject to the provisions of No. 19 of the General Terms and Conditions of Participation in Trade Fairs and Exhibitions.

The exhibitor is responsible for the proper use of the information and communication connections using the user ID assigned to it. The exhibitor shall ensure that no prohibited or unlawful content is retrieved or stored or other actions are taken or tolerated that violate applicable regulations or the rights of third parties. If NürnbergMesse incurs expenses or losses as a result of inquiries of investigating authorities, requests for information or other government or private measures or claims related to the rented connection/IP address, the exhibitor shall be obligated to compensate it for the damage caused and to be caused unless it proves that the information and communication connection assigned to it was used by third parties by no fault of its own.

NürnbergMesse reserves the right to block the information and communication connection without prior notice if the exhibitor or third parties violate provisions of this agreement or provisions of law using the user IDs and passwords assigned to it. The remuneration claims of NürnbergMesse are not affected thereby.

The stated prices apply for the provision of services in single-storey trade fair stands. In the case of WLAN solutions in multi-storey trade fair stands, the service price only applies for an installation in the upper storey.

Reception-dampening stand structures and other radio sources in the halls can worsen the WLAN signal quality considerably. If this happens, the exhibitor shall not be entitled to demand a reduction or complete refund of fees. NürnbergMesse handles the coordination of the complete provision of services. The location of the main power connection is understood to be the point of transfer. The exhibitor is entitled to send a stand diagram to NürnbergMesse on which a different point of transfer is marked. Additional cable-laying work in the stand shall be billed individually.

9. Customer's own wireless LAN

Exhibitors are permitted to set up a WLAN (Wireless Local Area Network) only after an express prior written registration with NürnbergMesse. A WLAN can lead to technical difficulties. The registration must be filed using the form "Registration for the operation of the customer's own WLAN" provided by NürnbergMesse. The exhibitor shall be liable for damage caused by the operation of an unregistered WLAN. The exhibitor undertakes to meet the following requirements. Contraventions may lead to claims for damages by the organiser or the affected nearby exhibitors.

The WLAN hardware to be installed must meet the guidelines for wireless networks applicable in Europe. Whether the hardware used fulfils the aforementioned guidelines is indicated in the documentation provided by the equipment manufacturer.

It is strictly required that the SSID be named after the exhibitor in order to assign the WLANs.



In case of contraventions, NürnbergMesse shall be entitled to shut down the network for as long as this requirement is not met.

If NürnbergMesse finds interferences with existing networks belonging to NürnbergMesse, NürnbergMesse shall be entitled to demand that the exhibitor shut down the wireless network. This demand must be followed without exception. Bisping & Bisping GmbH & Co. KG is the sole provider of a WLAN infrastructure for commercial use on the premises of NürnbergMesse.

For full-coverage WLAN service on the premises of NürnbergMesse, NürnbergMesse grants exclusive frequency use of the WLAN Standards IEEE 802.11b/g in the 2.4 GHz band and IEEE 802.11a/h in the 5 GHz band to Bisping & Bisping GmbH & Co. KG.

For all other applications/WLAN networks and for the operation by Service Partners of NürnbergMesse and for the operation of the exhibitor's own wireless networks/WLANs, you may only use the channel assigned by NürnbergMesse in the 2.4 or 5 GHz band on the entire exhibition hall premises. NürnbergMesse reserves the right to refuse or not approve permits/registrations for the exhibitor's own WLANs, depending on the number or spatial assignment in each hall. Within the scope of quality assurance measures, both unregistered and unapproved WLAN networks and WLAN networks with overly strong transmission power will be identified and the operators will be notified. These networks can possibly still be registered after review or deactivated at the request of NürnbergMesse; there is no legal claim to a registration. If an amicable solution is not possible, technical measures shall be taken against the operation of such unlawfully operated WLANs.

10. Repossession of terminal equipment

NürnbergMesse or its Service Partners shall repossess the terminal equipment at the latest on the last day of the disassembly period. The disassembly times are firmly defined for each event. If the exhibitor is not at the stand during the disassembly times, it must notify the Service Partner in text form in order to arrange another submission time. If the terminal equipment is not repossessed in exceptional cases, the exhibitor must return the still outstanding terminal equipment to the Service Partner against the issuance of a confirmation of receipt. In cases of doubt, the return must be proved by presenting the confirmation of receipt; if the Service Partner is not in possession of a confirmation of receipt, the exhibitor shall be liable for the equipment made available to it in accordance with No. 6 of this agreement. In exceptional cases, appointments are to be arranged by calling the telephone numbers indicated in No. 5.

Terms and Conditions for Exhibition Marketing



General Terms and Conditions for Exhibition Marketing

1. Applicability

The terms and conditions of NürnbergMesse GmbH (hereinafter: NürnbergMesse) are exclusive; terms and conditions of the Exhibitor (hereinafter: the Client) that conflict with or diverge from those of NürnbergMesse will not be recognized unless NürnbergMesse has expressly consented to them in writing. The present terms and conditions will apply even if NürnbergMesse unconditionally carries out a marketing order in the awareness of conflicts with or differences from the Client's own terms and conditions.

2. Contract documents

The contract between NürnbergMesse and the Client for advertising activities comprises the following integral parts, which are listed in their order of priority:

- The online-order form, including product descriptions
- The Special Terms and Conditions below for online advertising,
- These General Terms and Conditions for Exhibition Marketing
- Conditions of participation for the BIOFACH / VIVANESS 2021 eSPECIAL event for exhibitors and visitors of NürnbergMesse GmbH

3. Making the contract

By placing an order for advertising, the Client is making a binding offer. Orders will be accepted by NürnbergMesse only via the OnlineServiceCenter. The contract will not take effect until NürnbergMesse accepts this offer by sending an order confirmation. The order must comply with the minimum order volume.

Advertising space and placements are allocated in the sequence in which written orders are received.

If the ordered advertising space or placement is already taken, the Client will be assigned the closest possible available advertising space or placement, at NürnbergMesse's discretion. The Client expressly consents to this arrangement. NürnbergMesse may engage outside companies or subcontractors to provide the agreed services. Unless agreed otherwise, the third parties will be engaged on behalf and for the account of NürnbergMesse.

4. Prices, terms of payment

(1) The prices stated in the online-order form at the time of placement of the order shall apply. Unless agreed otherwise, prices stated by NürnbergMesse are understood to be in euros and do not include the value added tax required by law. Invoices issued by NürnbergMesse are due and payable in full immediately on receipt. NürnbergMesse may also change prices as it reasonably sees fit after the contract is established. In the event of a price increase, the Client may cancel the order within 14 days after receiving notice of the price increase. The foregoing shall not affect the obligation to pay for services that have already been provided by NürnbergMesse.

5. Late payment

(1) In the event of late payment, NürnbergMesse reserves the right to stop work on an order in progress until payment is received in full, and to require payment in advance for any remaining services.
(2) If NürnbergMesse has objectively justifiable doubts about the Client's solvency, NürnbergMesse shall be entitled, even while a contract is still in effect, to defer any further performance of services until they are paid for in advance and any outstanding invoice amounts are settled, irrespective of any target date originally agreed upon for payment.

6. Deadlines for data

The deadlines for sending data can be found in the applicable order forms or order confirmations. The Client is responsible for delivering data in good time. If these are not delivered on time, NürnbergMesse may decline the order for advertising services. NürnbergMesse will be liable for the timely completion and proper quality of its work only if the Client has duly met its contractual obligations, particularly the obligation to provide data in good time.

7. Responsibility for content

The Client is responsible for the content of advertising and any resulting harm. The Client assumes responsibility for the content and lawfulness of the graphics and text material made available for advertising. The Client warrants that the advertising that it has ordered and that is carried out using the data it provides does not infringe third parties' intellectual property rights. The Client must notify NürnbergMesse immediately if it discovers an infringement of third parties' rights, or if it has evidence that such an infringement may have occurred. NürnbergMesse is under no obligation to verify whether the data supplied by the Client in order to perform the service infringe or may infringe third parties' intellectual property rights. For that reason, NürnbergMesse does not warrant that data not provided by NürnbergMesse itself are free from third-party claims.

8. Right of refusal

NürnbergMesse reserves the right to refuse orders for advertising or to discontinue advertising activities because of their content, origin or technical form, even after the contract has been entered into, on consistent, objectively justified grounds, if

- the content, in NürnbergMesse's conscientious opinion, is against the law or violates regulations established by the authorities or
- the content is contrary to public policy or
- has been the subject of a complaint in a proceeding before the German Advertising Council, or
- NürnbergMesse cannot reasonably be expected to publish it.

In making its decision, NürnbergMesse will consider not only the overall content but the general visual appearance of the advertising from the viewpoint of quality and aesthetics. The Client will be notified promptly of any refusal of an advertising order. In the case of online advertising, the right of refusal will also apply if the advertisement contains a link to websites that fulfill the above conditions for refusal. Any refusal of an advertising order for the above reasons will not affect NürnbergMesse's right to be remunerated for services already provided. NürnbergMesse reserves the right to claim damages.

9. Indemnification

In the event of a breach of the duties incumbent on the Client under Sections 7 and 8 above, the Client must immediately hold NürnbergMesse harmless from any and all third-party claims for damages and make it whole for all harm that may arise from an infringement of intellectual property rights, and must also make advance payments towards expenses if NürnbergMesse so requests.

This indemnification obligation in particular also includes an obligation to hold NürnbergMesse harmless against the necessary expenses of a legal defense.

The Client agrees to support NürnbergMesse to the best of its ability with information and documentation in a legal defense against third parties.

10. Liability

(1) No. 11 of the Conditions of Participation for the BIOFACH / VIVANESS 2021 eSPECIAL event for exhibitors and visitors of NürnbergMesse GmbH applies. NürnbergMesse's liability for the loss of data shall be limited to the typical cost of restoration that would have been incurred if the Client had prepared regular backup copies consistent with the risk.

(2) NürnbergMesse shall be liable for damages to the full extent provided by law in the event of willful or grossly negligent breaches of duty, injury to life, limb or health, liability under the German Product Liability Act, and to the extent that

NürnbergMesse has furnished a warranty of qualities.

(3) NürnbergMesse shall be liable above and beyond the cases indicated in subsection (2) only in the event of a negligent breach of material contractual obligations. In this case, NürnbergMesse's liability shall be limited to the typical foreseeable loss or damage.

(4) "Material contractual obligations" means those obligations that protect the Client's interests that are material to the contract, which the contract is intended to ensure for the Client by virtue of its content and purpose; contractual duties

shall also be material if the proper performance of the contract would be impossible without their fulfillment, and if the Client regularly relies and is entitled to rely on that fulfillment.

(5) There can be no further liability.

11. Unforeseen events

If NürnbergMesse is unable to carry out an advertising activity because of force majeure, labor disputes, or other circumstances beyond NürnbergMesse's control, it must promptly notify the Client. In these cases, NürnbergMesse shall be released from the obligation to fulfill the order and to provide damages. In general, there will be no entitlement to remuneration in these cases; however, NürnbergMesse may bill the Client for work commissioned from NürnbergMesse, in the amount of the incurred expenses, if the results of the work are still of interest to the Client. The contract shall remain in force for the other advertising services ordered. So far as possible, however, NürnbergMesse will make good the advertising activity. If the advertising is made good within a reasonable period of time after the disruption is remedied, the entitlement to compensation shall survive.

12. Cancellation of orders

(1) An order for advertising must be cancelled in writing.

(2) If the Client cancels an order for advertising services, NürnbergMesse shall be entitled to charge a cancellation fee according to the following schedule:

Terms and Conditions for Exhibition Marketing



- From receipt of the booking confirmation to 45 days before the start of the event, 25% of the order value for the booked service, or compensation for the services already provided by NürnbergMesse
- Later than 45 days before the start of the event, 100% of the order value for the booked service.

13. Withdrawal and cancellation

(1) If the Client withdraws from a contract with regard to one or more advertising services (cancellation of the order), the contract will remain in force for the remaining advertising services.

(2) If NürnbergMesse has already provided advertising services that it was reasonably entitled to provide at the time of the Client's request to cancel the order, NürnbergMesse's entitlement to compensation for the services already provided shall be unaffected by the Client's withdrawal.

14. Notification of defects

The Client must promptly inspect the services provided by NürnbergMesse and give prompt notice of any defects. If defects become apparent only later in spite of a careful inspection, they must be reported promptly after their discovery. In any case, NürnbergMesse must receive notice of obvious defects not later than 7 days after the end of display of the online advertising in the NürnbergMesse event.

Notices of defects must be given in writing.

If notice of a defect is given tardily, any warranty entitlements shall entirely lapse. The same shall apply if the defect results from changes that the Client itself has made, or if the Client interferes with NürnbergMesse's ability to determine the defect. Furthermore, the Special Terms and Conditions governing the particular advertising option concerned will apply.

15. Data protection notice

Personal data will be processed by NürnbergMesse as the controller within the meaning of data protection law, and where applicable by its service partners, with due regard to the data protection regulations applicable to the support and information provided to customers and interested parties and the performance of the offered services (legal basis: Art. 6 para. 1 letter b EU-GDPR).

In accordance with the principle of data minimization and data avoidance, only that data which is absolutely necessary for the aforementioned purposes will be processed. Personal data will of course be treated as confidential and protected as best as possible by means of appropriate security measures. Only authorized persons engaged in providing technical, commercial and customer administration support will have access to the Clients' data. Naturally, appropriate job processing agreements have been concluded to the extent legally required. Personal data will be retained until the contractual relationship with NürnbergMesse is terminated and also until the data is no longer needed for other legal reasons (e.g. due to statutory retention periods). Every client has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfilment of the legal conditions, information, rectification, erasure or restricted processing, object to the processing or assert his right to data transferability. NürnbergMesse GmbH, Exhibition Centre, 90471 Nuremberg / data@nuernbergmesse.de or its data protection officer (datenschutz@nuernbergmesse.de) will be glad to answer any questions on this subject.

16. Data use for promotional purposes

NürnbergMesse has an interest in cultivating the customer relationship with its exhibitors and providing them with information and offers about its own similar events and services. Therefore, the data transmitted with the submission of the order (company name, address, telephone/fax number and e-mail address) will be processed by NürnbergMesse and where applicable by its service partners to transmit appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GDPR. Objection to the use of data for purposes of direct promotion can be notified to NürnbergMesse at any time; this also applies to profiling if it is directly related to the direct advertising. Once the objection is notified, the data will no longer be processed for this purpose. The objection can be notified without observing formal requirements and without indication of reasons and without incurring separate costs aside from the customary transmission costs at basic rates. The objection should be addressed to NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg, or data@nuernbergmesse.de.

17. Contracts in electronic business

If the Client uses the OnlineShop to place an advertising order or to make any other form of service contract, NürnbergMesse will be required only to ensure that the Client can view the General Terms and Conditions and store them in reproducible form at the time when the contract is made. NürnbergMesse will have no further obligations in this regard.

18. Place of performance, jurisdiction and venue

(1) The place of performance and the jurisdiction and venue for all obligations proceeding from the contractual relationship concerning marketing services shall be Nuremberg, if the Client is a merchant (*Kaufmann*) as defined under German law, or a public-law legal entity or special fund under public law, or if the Client has no general jurisdiction and venue in Germany.

(2) German law and the German text of the relevant terms and conditions shall apply exclusively. The terms of the UN Convention on Contracts for the International Sale of Goods shall not apply.

19. Severability clause

If any provision of these contract terms and conditions, or a provision of other agreements, is or becomes invalid, the validity of all other provisions or agreements, as well as the contractual relationship between the Parties, will be unaffected. In such a case, the Client and NürnbergMesse will replace the invalid provision with a valid one that approximates the economic purpose of the invalid provision as closely as possible.

Special Terms and Conditions for Online Advertising

1. Data delivery

(1) The Client must provide NürnbergMesse with data in the agreed format and conforming to the agreed technical requirements, by electronic means, not later than five days before the start of publication.

(2) NürnbergMesse reserves the right to refuse banner or logo advertisements that are not recognizable as such because of their design, or to require the Client to modify the advertisements or banners so that they are clearly recognizable as advertising.

(3) NürnbergMesse's obligation to store electronically transmitted data will end three months after the date agreed upon for the end of publication.

(4) The Client must assume any additional costs incurred for changes the Client requests in the nature or presentation of an advertisement or banner after the data are transmitted. The same will apply if changes in the nature and presentation of the advertisement or banner become necessary for legal reasons.

2. Representation and warranty of rights

(1) The Client represents and warrants that it holds all rights needed for a publication of the advertisement or advertising banner on the Internet.

(2) The Client will transfer to NürnbergMesse all necessary rights of use for the contractually required display of the advertisement or advertising banner on the NürnbergMesse site.

3. Warranty

(1) NürnbergMesse warrants a display of the advertisement or advertising banner during the agreed time in conformity with usual technical standards. This warranty does not apply to minor errors.

(2) In the event that the display is unavailable for a substantial period of time (more than 10 percent of the booked time) during a fixed booking period, the Client will not be required to pay for the period of unavailability. There can be no further claims.

(3) If the advertisement or banner is displayed defectively, the Client will be entitled to a reduction of payment or a correct substitute advertisement, but only to the extent that the purpose of the advertisement or banner was frustrated. If the substitute advertisement fails or cannot reasonably be carried out, the Client shall have a right to a reduction of payment as provided by law, or in the event of substantial defects, a right to cancel the order.

(4) If execution of an order fails for reasons that are beyond the control of NürnbergMesse, for example because of force majeure or strikes, requirements of law, or disruptions deriving from the sphere of control of third parties, network operators or service providers, the execution of the order will be made good so far as is possible. NürnbergMesse's entitlement to compensation will remain in effect if the order is made good within an appropriate amount of time that is reasonable for the Client.

(5) Without prejudice to Section 10 in the General Terms and Conditions for Exhibition Marketing, there can be no further warranty claims. Explicit reference is made to Section 14 of the General Terms and Conditions for Exhibition Marketing. The prescription period for all warranty claims will be one year, beginning with the agreed end of publication.