

# Application for BIOFACH & Friends Pavilion Package

# A

Philadelphia, PA, USA  
Sep 29 – Oct 1, 2022

**BIOFACH** AMERICA  
into organic

Please return to  
NürnbergMesse GmbH  
Team BIOFACH World  
Messezentrum  
90471 Nürnberg, Germany  
F +49 9 11 86 06-12 81 79  
info@biofach-world.com

Please send us the  
application documents **once only!**  
(Post or fax or e-mail)

**Date for returning: July 15, 2022**

Company name of direct exhibitor \_\_\_\_\_

Person to contact \_\_\_\_\_

Proprietor/Manager \_\_\_\_\_

Tel. \_\_\_\_\_

Fax \_\_\_\_\_

Street \_\_\_\_\_

E-mail \_\_\_\_\_

Postcode, Town, Country \_\_\_\_\_

Correspondence address (only if different) \_\_\_\_\_

Tel. \_\_\_\_\_

Fax \_\_\_\_\_

(Company) \_\_\_\_\_

(Company) \_\_\_\_\_

Email \_\_\_\_\_

(Company) \_\_\_\_\_

Invoice address/Authorized recipient (only if different)

(see item 9 of the SCP-International BFA) \_\_\_\_\_

Internet \_\_\_\_\_

## Company name for compulsory alphabetical entry in the printed Show Map and the online exhibitor listing

Company name (State in the form to be published in the printed Show Map and the online exhibitor listing): \_\_\_\_\_

**Application as direct exhibitor** (please complete in detail or mark as applicable)  
and acceptance of the **Conditions of Participation**

**Attention: form C and the relevant certificates must also be submitted**

**1. We order**

**BIOFACH & Friends Pavilion Package for US\$ 2,815**

Participation fee includes:

- Stand space within the pavilion booth 841, consisting of 300 sq ft (around 27 sqm), together with BIOFACH World and 4 other exhibiting companies
- Carpet
- One skirted counter plus one bar stool
- Use of the shared meeting area behind the counters
- 2 exhibitor badges and 1 guest badge
- Exhibitor Service Kit
- Listing on the Show Directory Map (print deadlines apply) & online listing
- Admission to all hosted events and educational seminars unless otherwise noted
- Occupation of your counter with trained personnel even if you cannot be there in person

**2. Compulsory registration of all exhibits and/or services**

**3. We accept the invoice of an Exhibitor Insurance Fee in the amount of 185\* US\$.**

All international exhibitors (defined as non-U.S. and non-Canadian exhibitors) are required to obtain insurance through exhibitorinsurance.com, the Show's designated insurance provider and the cost will be added to all international exhibitor contracts. This fee will be waived/refunded to international exhibitors if a valid Certificate of Insurance with the required coverages is provided to and approved by Show Management. U.S. and Canadian exhibitors may purchase the required insurance through their own carriers or through Exhibitorinsurance.com.

**4. Realization of Pavilion**

The Pavilion can only be realized, when 5 exhibitors apply until July 15, 2022.

**5. We accept to purchase the Natural Products EXPO Virtual Experience of US\$ 1,000\***

This is a charge for each account exhibiting at Expo East 2022. It will be accompanied by a "Natural Products Expo East Hybrid Event Discount of -\$1,000. This discount is contingent upon the in-person event taking place.

\*In accordance with Art. 3a Para. 8 Clause 1 of the German Value Added Tax Act (UStG) in conjunction with the provisions of the letter of the German Federal Ministry of Finance dated January 18th, 2012, the place of supply for event services is the country in which the event takes place. The service is thus not VAT taxable in Germany.

We have taken note of the attached Special Conditions for Participation in Fairs and Exhibitions – International BIOFACH AMERICA and General Conditions for Participation in Fairs and Exhibitions - International incl. the information on data protection and the admission criteria (the "Terms and Conditions NürnbergMesse") and we accept them on all points. We can object to the promotional use of our data by NürnbergMesse GmbH at any time by letter (NürnbergMesse GmbH, Data Protection, Messezentrum, 90471 Nuremberg) or e-mail ([data@nuernbergmesse.de](mailto:data@nuernbergmesse.de)).

We agree to the Informa Markets Sponsorship and Exhibition Terms and Conditions – Hybrid Events (accessible at [www.ExpoEast.com/terms](http://www.ExpoEast.com/terms)) (the "Terms and Conditions Informa"); (II) the terms, conditions, rules, regulations and guidelines, set forth in the Exhibitor Services Kit (accessible at [www.expoeast.com/esk](http://www.expoeast.com/esk)) and (III) the New Hope Network Exhibitor Standards for Natural Products Expo (accessible at <https://standards.newhope.com/en/home.html>, the "Standards"). If the "terms and Conditions NürnbergMesse" conflict with the "Terms and Conditions Informa", the "Terms and Conditions NürnbergMesse" shall take precedence in case of doubt.

The stated company data and exhibits can already be recorded and published.

Place and date \_\_\_\_\_

Company stamp and authorized signature of direct exhibitor \_\_\_\_\_

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Please send us the  
application documents **once only!**  
(Post or fax or e-mail)

**Date for returning: July 15, 2022**

Company name of exhibitor \_\_\_\_\_ Tel. \_\_\_\_\_ Fax \_\_\_\_\_  
Person to contact \_\_\_\_\_ E-Mail \_\_\_\_\_  
Street \_\_\_\_\_ Internet \_\_\_\_\_  
Postcode, Town, Country \_\_\_\_\_

Please complete in full in block capitals or tick as appropriate.

**BIOFACH AMERICA is co-located with Natural Products Expo East which is organized by New Hope Network.**

- We have already exhibited at a Natural Products Expo East and/or West organized by New Hope Network within the last 12 months.  
 Yes - our last participation was in \_\_\_\_\_ (please specify year) at the \_\_\_\_\_ (please specify show).  
 No – if no please register here: <http://www.surveymoz.com/s3/3244811/Co-Exhibitor-Application>

**We have exhibited at BIOFACH Nürnberg.**

Last time we exhibited in  2021  2022

We confirm that we will show the same products at BIOFACH AMERICA as in our last BIOFACH Nürnberg participation, that were admitted and compliant with the admission criteria. All products that have not yet been shown at BIOFACH Nürnberg, need to be specifically reported to the organizer and have to comply with the admission criteria.

**Products with organic certificate:**

Our products are certified in accordance with an organic standard in the "IFOAM Family of Standards".

Please fill in the respective organic standard here: \_\_\_\_\_

**Control authority:** Our products are certified by an internationally recognised control body.

Please fill in the name or control code of your organic control body:

\_\_\_\_\_

**IFOAM-accredited control body:** Our products are certified by the following IFOAM accredited control body:

\_\_\_\_\_

Please find more information regarding  
IFOAM Family of Standards under:  
[www.ifoam.org/ifoam-family-standards](http://www.ifoam.org/ifoam-family-standards)

**!** For the examination of admission of your exhibits, please submit the relevant certificates (including possible annex or trading schedule).

**Products from wild collection or wild fishery:**

Our products from wild collection or wild fisheries originate from sustainable cultivation or sustainable fishing.

Please fill in the respective standard here: \_\_\_\_\_

**!** For the examination of admission of your exhibits, please submit the relevant certificates (including possible annex or trading schedule).

We agree to have all certification documents and other proof available at your stand for on-site product examination during the fair. The exhibition management reserves the right to - in individual cases - reject registered firms or submitted products. We hereby confirm the completeness and accuracy of the information given.

Place and date \_\_\_\_\_

Company stamp and authorized signature of direct exhibitor \_\_\_\_\_

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Company name of exhibitor \_\_\_\_\_

Tel. \_\_\_\_\_ Fax \_\_\_\_\_

Person to contact \_\_\_\_\_

E-Mail \_\_\_\_\_

Street \_\_\_\_\_

Internet \_\_\_\_\_

Postcode, Town, Country \_\_\_\_\_

Please complete in full in block capitals or tick as appropriate.

**Products without organic certificate:**

(PLEASE NOTE: Only products that cannot be certified as organic should be listed in this column.)

**Not all or none of our exhibits / services are certified to an organic standard.**

We request admission for the following products / product groups without organic certificate:

\_\_\_\_\_

\_\_\_\_\_

and confirm that our products:

- are produced and processed to the latest technical standards in an environment-friendly way;
- are produced without the use of genetically modified organisms or substances produced or obtained from GMOs;
- have not been exposed to radioactive irradiation;
- do not contain any substances that are damaging to health or the environment and in particular that no ecologically critical materials have been used for the product or its packaging (halogen compounds, formaldehyde, Bakelite, PVC).



**For the examination of admission, products must be declared individually, lists of ingredients and an explanation as to why the products are not certified must be submitted.**

**Services:**

We request admission for the following services:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**For admission criteria purposes the following verification must be submitted in writing:**

- The services are developed specifically for the organic market;
- The company has a special connection with the organic sector
- BIOFACH visitors are our company's primary target group

We are the **organizer of a joint stand** and do not exhibit any products / services.

**We agree to have all certification documents and other proof available at your stand for on-site product examination during the fair. The exhibition management reserves the right to - in individual cases - reject registered firms or submitted products. We hereby confirm the completeness and accuracy of the information given.**

Place and date \_\_\_\_\_

Company stamp and authorized signature of direct exhibitor \_\_\_\_\_

# General Conditions for Participation in Fairs and Exhibitions - International

(hereinafter referred to as „GCP-INTERNATIONAL“)

As per April 2020



In case of disagreement, the Special Conditions for Participation in Fairs and Exhibitions-International shall have priority over the General Conditions for Participation in Fairs and Exhibitions-International

## 1. Application

Applications to exhibit at a fair or exhibition ("EVENT") must be made on the official printed application form, which must be accurately completed and signed in a legally effective manner. Alternatively the application can be effected online by accurately completing and sending the online form and if need be additional confirmation of a link received by e-mail.

Such an application constitutes a contractual offer to NürnbergMesse GmbH ("NM") and cannot be endorsed with conditions and restrictions, particularly with respect to desired stand positions, which do not represent a condition for participation. By signing this form or sending the online form more specifically additional confirmation of a link received by e-mail, the General and Special Conditions for Participation are recognized as binding and included into the contractual offer by the applicant, who is also responsible and liable for adherence to the said conditions by persons employed by him at the event.

## 2. Admission / Stand space confirmation

Admission of exhibitors and listed exhibits is a matter for the sole discretion of NM, who will confirm same in a written or text form stand space confirmation (e.g. e-mail).

The contract comes into force on confirmation of admission. Reservations or conditions stipulated in the application are invalid without the written confirmation of the NM.

If the content of the confirmation of admission differs significantly from the content of the application form, the contract is concluded in accordance with the confirmation of admission if the exhibitor does not object in writing within two (2) weeks of receipt. A legal entitlement to admission does not exist. If the number of suitable applications received by the NM before the application deadline exceeds the amount of space available, admission will be decided at the discretion of NM. NM is also entitled to limit the listed exhibits.

Admission applies only to the listed exhibits, the exhibitors specified in the stand space confirmation and the space stated therein. Other items than those listed and admitted cannot be exhibited.

An exhibitor who has previously failed to settle his financial obligations to NM or settle them punctually may be excluded from admission.

## 3. Allotment of space

3.1 Allotment of space will be made by NM in accordance with the product groups and arrangement of the event concerned and is subject to the space available. Siting requests made in the application form will be considered as far as possible. Order of receipt of applications will not be the sole deciding factor for allotment of space.

3.2 NM is entitled, if necessary, to alter the size, shape and position of the allotted space. He will notify exhibitors of the necessity for such alteration immediately and, if possible, offer a comparable space elsewhere in the exhibition.

If this entails an alteration in the stand rental, reimbursement or additional payment shall result. Exhibitors are entitled to withdraw their application within 2 weeks of receipt of such notification.

3.3 Exhibitors must accept that the location of other stands at the beginning of the fair or exhibition may have altered since the time of admission; no claim may be made on account of such alterations.

3.4 Exchanging the allotted space with that of another exhibitor or transfer to a third party, even only in part, is not allowed without the permission of NM.

## 4. Joint exhibitors

Stand spaces are hired only as complete spaces and only to one contractual partner. Exceptions may be made to this rule, if necessary. If several exhibitors wish to share a stand space, they must name a representative in their application form who is authorized to act on their behalf in negotiations with NM.

## 5. Co-exhibitors

5.1 The use of the stand space by another company with its own products and personnel (hereinafter referred to as „CO-EXHIBITOR“) requires a separate application and admission by NM. Admission of one or more co-exhibitors is subject to a special fee.

5.2 Responsibility for ensuring that co-exhibitors fulfil all their commitments shall rest with the principal exhibitor, if applicable, in addition to the co-exhibitor.

## 6. Stand rental fee, lien

Stand rentals and terms of payment are shown in the SPECIAL CONDITIONS FOR PARTICIPATION (SCP) - INTERNATIONAL. Payment of the stand rental must be made in accordance with the dates laid down before the allotted space may be occupied. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing. NM is entitled to exercise its right of lien and sell any distrained property on the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.

## 7. Withdrawal of application, cancellation of part of stand space

In case the exhibitor withdraws his application, cancels part of the stand space or does not participate in the event, NM is entitled to use the hired stand space or the cancelled part of the space for other purposes and re-let to third parties. The exhibitor shall remain obliged to pay cancellation fees on the value of the ordered stand rental fee as set out in clause 6. In detail, reference is made to SCP-INTERNATIONAL.

## 8. Cancellation of admission

NM may cancel confirmation of admission and re-let the space elsewhere in the following cases:

- The stand is obviously not occupied by the exhibitor in good time before the event (specified in SCP-INTERNATIONAL).
- The exhibitor fails to pay the stand rental fee at the agreed time and allows a period of grace granted by NM to laps without result.
- An application to commence insolvency proceedings against the exhibitor's assets is lodged or rejected for lack of assets, or insolvency proceedings have already been commenced.
- The conditions for stand space confirmation are no longer fulfilled by the registered exhibitor or NM receives knowledge of grounds which would have justified exclusion if they had been disclosed earlier.
- The exhibitor infracts NM's site regulations.

NM reserves the right to assert claims for damages in such cases. The exhibitor has no entitlement to claim damages.

## 9. Cancellation of rental exhibition stands and other services

Once admission has been confirmed, the exhibitor must pay charges even if he withdraws his application or does not exhibit. NM also reserve the right to assert claims for damages.

If the exhibitor cancels the order for rental exhibition stands and/or other services, a cancellation fee is payable. In detail, reference is made to SCP-INTERNATIONAL.

The exhibitor retains the right to prove that the requested compensation for costs incurred is too high.

## 10. Exclusion of exhibits

NM and any trade show co-organizer are entitled to demand the removal of items which have not been listed in the application form or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. If this demand is not complied with, the said items will be removed by NM or the trade show co-organizer at the expense of the exhibitor. If a violation of industrial property rights by an exhibitor is proved (e.g. on the grounds of a valid court ruling against the exhibitor), NM may exclude the exhibitor from participating in a subsequent event.

## 11. Stand assembly, equipment and design

Stands must conform to the overall layout of the event. NM reserves the right to forbid the erection of stands which are in this respect unsuitable or inadequate or to alter them at the exhibitor's expense. Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the event. Stand fitting must be completed at the latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. Removal of exhibits or dismantling of stands before the end of the event is not permitted. Names and addresses of exhibitors must be clearly displayed on the stands. In case of discrepancies, the SCP-INTERNATIONAL prevail over the GCP-INTERNATIONAL. The approval of NM is needed if stand constructions exceed the specified height limits for stands. Consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted. After the official closing of the event or after a measure according to 12.1 or 12.3 was taken that did not involve a continuation of the event, basic items, insofar as these have been provided by NM, must be returned undamaged and in their original condition. Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the exhibitor. Exhibits which still remain on the stands after the end of the period allowed for dismantling may be removed and stored at the exhibitor's own expense.

# General Conditions for Participation in Fairs and Exhibitions - International

(hereinafter referred to as „GCP-INTERNATIONAL“)

As per April 2020

NÜRNBERG MESSE



(continued)

## 12. Cancellation, change of place or time, interruption, closure of the event

**12.1** After contract formation, the organiser may cancel the event in full or in part, change the location or time, or shorten, discontinue, interrupt or close the event if it is impossible to hold the event at the event location and/or at the event time in full or in part (according to Section 275 (1) - (3) German Civil Code (BGB)) or if there is a valid reason and the organiser or its vicarious agents are not responsible for the valid reason.

**12.2** A valid reason within the meaning of Section 12.1. exists

- when there are sufficient indications that holding or continuing the event would entail an unacceptable, concrete risk to life, limb or health, or
- when there are sufficient indications that holding or continuing the event would entail a concrete risk of considerable property damage, or
- if holding or continuing the event would be considerably impaired in full or in part or if such a considerable impairment is likely by reason of a natural event, epidemic, terror risk or attack, labour dispute, power outage, unexpected limitation of the usability of the event space due to official orders, official recommendations or restrictions or force majeure. A considerable impairment exists when the event cannot be held as planned and for that reason the purpose of the event for visitors, exhibitors and organisers cannot be achieved or only with significant restrictions.

**12.3** After contract formation, moreover, the organiser may also cancel the event up to eight weeks before the start of the event if more than 60% of rented space compared to the registration status at the time of general distribution of approvals/stand area confirmations is eliminated due to the refusal or cancellation of other exhibitors, so that the event can no longer represent significant parts of the industry and therefore the purpose of the event for visitors, exhibitors and organisers cannot be achieved or only with significant restrictions.

**12.4** The organiser shall decide at its reasonable discretion whether a measure will be taken and what measure will be taken according to Section 12.1 or 12.3, also in consideration of the legitimate interests of visitors and exhibitors. If holding the event is completely impossible in accordance with Section 275 BGB, the organiser shall likewise always be entitled to cancel the event.

**12.5** The organiser shall be obligated to immediately inform the affected exhibitors of a measure according to Sections 12.1 or 12.3.

**12.6** If the event is cancelled before it begins according to Sections 12.1 or 12.3, the organiser and the exhibitor shall be released from their reciprocal contractual performance obligations. Any already paid stand rent and the remuneration for services agreed between the organiser and the exhibitor shall be refunded to the exhibitor.

**12.7** If the event is discontinued, interrupted, shortened or closed after it has begun according to Section 12.1, the organiser shall be released from its contractual performance obligation from this time onward or for the period of interruption. The stand rent shall be reduced in the ratio of the discontinued event duration to the planned total duration of the event. Reduction of stand rent shall be excluded in the event of an immaterial shortening or interruption of the event of up to 15% of the event duration. Any overpaid stand rent shall be refunded to the exhibitor. Insofar as services agreed between the exhibitor and the organiser can no longer be provided due to the measure according to Article 12.7 sentence 1 (e.g. discontinuation) or insofar as the provision of the not yet provided portions of services has become pointless as a result of the measure, the exhibitor shall only owe the remuneration attributable to the provided portion of the services. In case of an impossibility for which the organiser or one of its vicarious agents is responsible, the organiser shall not be entitled to the remuneration insofar as the exhibitor has no interest in the already provided portion of the service. Any overpayment of remuneration shall be refunded to the exhibitor. The exhibitor shall owe the full remuneration for the service of individual stand construction as soon as the stand construction is completed.

**12.8** If the event is shortened or if the place or time of the event is changed before it begins according to Section 12.1, the new location or new time of the event shall be deemed to have been contractually agreed with the exhibitor if the exhibitor does not object in text form to the organiser immediately, but at the latest within 14 days after notification of the change or shortening. If the exhibitor objects on time, Section 12.6 shall apply accordingly. If the exhibitor does not object, the services agreed between the exhibitor and the organiser shall also be performed at the new date.

**12.9** If the event is cancelled, discontinued, interrupted, shortened, the location or time of the event is changed or the event is closed only partially (e.g. in relation to a certain hall), the legal consequences of Sections 12.6 to 12.8 shall only apply in relation to the exhibitors directly affected by the measure according to Section 12.1. The exhibitors in those parts of the event that are held without changes shall still be obligated to pay the full stand rent.

**12.10** The exhibitor may not assert claims for damages or claims for reimbursement of expenses on the basis of a measure according to Sections 12.1 or 12.3; claims of the exhibitor based on impossibility according to Section 275 BGB for which the organiser or one of its vicarious agents is responsible remain unaffected by this – although subject to the limitations of Section 19.

**12.11** Any further rights of the organiser based on frustration of contract according to Section 313 BGB remain unaffected by this Section 12.

## 13. Assembly and dismantling passes, exhibitor passes

Passes for exhibitors and workmen employed during the period of stand construction and dismantling will be issued to the applicant, if applicable. In detail, reference is made to SCP-INTERNATIONAL.

## 14. Advertising

Advertising of all kinds is allowed only within the stand space rented by the exhibitor for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the application form and admitted. The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the prior written consent of NM. Advertising outside the stand space rented by the exhibitor is only possible as part of the advertising and sponsoring measures offered by NM and approved by the trade show co-organizer. Advertising of a political nature is forbidden.

## 15. Photographs, drawings, films

NM and the trade show co-organizer are entitled to have photographs, drawings, videos and films made of the event, exhibits and exhibition constructions and stands and to use these for publicity or press purposes without exhibitors being able to object for any reason. This also applies to photographs produced directly by the press or television with the consent of NM and trade show co-organizer. For photographs, drawings and films of stands against payment, exhibitors must only use service contractors authorized by NM and the trade show co-organizer and in possession of a relevant permit. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours. Exhibitors are not permitted to produce photographs, drawings, videos and films of the stands and exhibits of other exhibitors.

## 16. Direct selling

Direct selling is not allowed unless expressly permitted by the SCP-INTERNATIONAL, in which case objects for sale must be marked clearly with their prices. Exhibitors are responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with regulations.

## 17. Cleaning

NM is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of exhibitors and must be completed daily before the opening of the event. Exhibitors have to use the service contractor engaged by NM for stand cleaning.

## 18. Supervision

NM will arrange general supervision in the exhibition center. This shall not affect the liability provisions of item 19. Exhibitors are strongly recommended to make their own arrangements for the security of their stands and exhibition items and effect appropriate insurance cover. Valuable items which can be easily removed should be locked away out of the opening hours. Additional stand supervision is available at the exhibitor's own expense by using the service contractor engaged by NM.

## 19. Liability, insurance, accident prevention

**19.1** NM bears unlimited liability only in cases of intent or gross negligence and for damages due to loss of life, bodily injury or damage to health. In all other cases NM shall be liable only

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations of fundamental importance for the proper execution of the contract and which the EXHIBITOR can expect to be regularly fulfilled;
- if NM is legally obliged to take out liability insurance cover or this is usually the case;
- if NM has claimed a special degree of trust or occupies a qualified position of trust.

In these cases, however, NM is only liable for typical foreseeable damage (hence not usually liable for consequential damage) and then only up to a limit of EUR 100,000 for each case of damage. The liability limitation applies only to businessmen, juristic persons under public law and special public assets. Moreover, liability due to slight or ordinary negligence is excluded. This liability limitation also applies to the conduct of NM's performing and vicarious agents.

# General Conditions for Participation in Fairs and Exhibitions - International

(hereinafter referred to as „GCP-INTERNATIONAL“)

As per April 2020



(continued)

**19.2** The exhibitor/co-exhibitor or joint exhibitor is liable for any damage to persons or objects caused culpably by himself, his employees, his representatives or his exhibits and equipment.

**19.3** The exhibitor is fundamentally obligated to obtain adequate insurance protection itself. It is recommended that the exhibitor take out exhibition insurance to cover the transport and sojourn risk. Such insurance can be arranged by the organizer under a framework agreement.

**19.4** The exhibitor is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. NM is entitled to prohibit the event or operation of machinery and/or equipment at its discretion.

## **20. Protection of industrial property rights**

Protection of copyright or other patent rights of exhibits is the responsibility of the exhibitor. A six-months period of protection from the beginning of an event by reason of the law relating to the protection of inventions, samples and trade marks of 18 March 1904 (RGBl. page 141) only takes effect if the Federal Minister of Justice has published a relevant announcement in the Bundesgesetzblatt (Federal Law Gazette) for the event concerned (see SCP-INTERNATIONAL, exhibition priority).

## **21. Site regulations, contraventions**

Exhibitors agree to accept the site regulations during the event in all parts of the exhibition center. The instructions of NM's and trade show co-organizer's employees, who possess official identity cards, must be complied with. Contraventions of the GCP-INTERNATIONAL and SCP-INTERNATIONAL or instructions within the framework of the site regulations shall entitle the organizer and/or trade show co-organizer, if such contraventions continue after warning, to immediate closure of the stand at the exhibitor's own risk and expense and without claim to compensation.

## **22. Place of fulfilment and jurisdiction**

The place of fulfillment is Nuremberg, Germany. The same applies to the place of jurisdiction when the exhibitor is a merchant in his own right or a juristic person under public law or does not have a general inland place of jurisdiction. NM is also entitled to take legal proceedings against the applicant at the applicant's general place of jurisdiction.

## **23. Data protection notice**

Personal data will be processed by the organizer as the controller within the meaning of data protection law, and where applicable by our 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 minimisation 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 your data. Naturally, appropriate job processing agreements have been concluded to the extent legally required. Personal

data will be retained until the contractual relationship with the organizer is terminated and also until the data is no longer needed for other legal reasons (e.g. due to statutory retention periods). Every exhibitor has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfillment 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](mailto:data@nuernbergmesse.de) or its data protection officer ([datenschutz@nuernbergmesse.de](mailto:datenschutz@nuernbergmesse.de)) will be glad to answer any questions on this subject.

## **24. Data use for promotional purposes**

The organizer 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 application (company name, address, telephone/fax number and e-mail address) will be processed by the organizer 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 the organizer 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](mailto:data@nuernbergmesse.de).

## **25. Severability clause**

If any provisions of these GCP-INTERNATIONAL are partially void or incomplete, this shall not affect the validity of the remaining provisions and the contract. In such cases, the parties agree to replace the void or missing provision by a provision that most closely relates to the business purpose intended by the parties.

## Special Conditions for Participation in Fairs and Exhibitions – International BIOFACH AMERICA

(hereinafter referred to as „SCP-International BFA“)

As per September 2021

### 1. Contract Partner

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CEOs: Dr. Roland Fleck, Peter Ottmann

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Bayerischer Staatsminister der Finanzen und für Heimat

Bavarian State Minister of Finance and Regional Identity

(hereinafter referred to as “NM”)

NM acts either as the organizer or the co-organizer of the trade shows or exhibitions that are held outside of the Federal Republic of Germany. BIOFACH AMERICA, (hereinafter referred to as “EVENT”) is co-organized by NM and Informa Media, Inc. (hereinafter referred to as “INFORMA”). The EVENT is a part of INFORMA'S Natural Products Expo East 2020 trade show (the “SHOW”). Companies intending to participate in the EVENT are hereinafter referred to as “EXHIBITOR”.

### 2. Contractual terms

The terms for participation in any EVENT consist of the General Conditions for Participation in Fairs and Exhibitions-International (hereinafter referred to as “GCP-INTERNATIONAL”), these SCP-INTERNATIONAL (BFA), the Exhibitor Services Kit provided by NM and made available on the SHOW website, all technical conditions notified to the EXHIBITOR before the EVENT begins, and all venue regulations and other terms, regulations and policies on the SHOW website. If NM provides additional services through service partners, the general terms of business of the respective partner shall prevail over these SCP-INTERNATIONAL (BFA) in case of discrepancies.

### 3. Venue, duration, opening hours / Exhibitor Services Kit

The exact address of the venue, EVENT dates and opening hours as well as move-in, assembly and dismantling period will be communicated to the EXHIBITOR in the Exhibitor Services Kit. An Exhibitor Services Kit containing detailed information will be available on the SHOW website in ample time for advance planning. The Exhibitor Services Kit will contain, among other things, information regarding shipment, labor, electrical service, rental items and exhibit hours. The service kit and the service forms may be provided in hard copy, electronic version or download from the internet. The EXHIBITOR must carefully read the service kit. Rules, regulations and deadlines mentioned in the Exhibitor Services Kit are binding for all EXHIBITORS.

### 4. EXHIBITORS and approved exhibition goods

Admissible as EXHIBITORS are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany or violate the standards for Natural Products Expo available on the SHOW website (the “Standards”) are not admitted. Orders only may be taken at the EVENT, individual sales with exchange of money are strictly prohibited.

### 5. Labor, Food and Beverages

EXHIBITORS must comply with union work rules and use union labor, where applicable. Food and/or beverages may only be supplied by EXHIBITOR with the prior written consent of NM, INFORMA and the SHOW facility. Alcoholic beverages are forbidden without the express written consent of NM, INFORMA and the SHOW facility, in which case corkage fees to the SHOW facility may be required.

### 6. Participation Fees

The participation fees for rental of exhibition space (stand rental fees) are binding as stipulated on the application form. NM reserves the right to charge prime locations, surcharges for open sides of the stands, registration fees or charges per registered co-exhibiting company. In these cases these charges are clearly stipulated on the application form. NM reserves the right to apply a minimum of net space to be ordered by each EXHIBITOR.

Participation Fees and other charges may be invoiced EUR or locally applied currency. All net charges are subject to governmental, regional or local taxes or duties as in effect in the country of EVENT venue. EXHIBITOR shall be solely responsible for obtaining any necessary tax identification numbers and any licenses, permits or approvals required under any laws or regulations applicable to the SHOW and for paying all taxes (including all sales taxes), license fees, use fees, or other fees, charges, levies or penalties that may become due to any governmental authority in connection with its participation in the SHOW.

### 7. Fees in case of withdrawal of application / cancellation of part of stand space

Once the application is signed by EXHIBITOR and exhibit space (stand rental) is allocated to EXHIBITOR by NM, EXHIBITOR is contracted to exhibit space (stand rental).

In case the EXHIBITOR withdraws his application, cancels part of the stand space, the order for rental exhibition stands and/or other services or does not participate in the EVENT, the EXHIBITOR shall remain obliged to pay cancellation fees. The cancellation fees are based on the value of all fees incurred in connection with the allocation and have to be payed as a flat-rate compensation for expenses incurred by NM on cancellation or partial cancellation after admission has been confirmed:

- until May 6th, 2022 40 % of the total amount of fees and
- on or after May 6th, 2022 100 % of the total amount of fees.

In case the EXHIBITOR does not participate in the EVENT because of absence and the rented stand space cannot be relet to third parties, the EXHIBITOR is obliged to pay the full amount of the stand rental fee as set out in clause 6 GCP-INTERNATIONAL. In case the EXHIBITOR does not participate in the EVENT because of absence and the rented stand space can be relet to third parties, the EXHIBITOR retains the right to prove that NM has saved costs not considered in the deduction and has benefited as a result of the cancellation or non-participation. NM reserves the right in any case to claim further damages.

The withdrawal from the contract and/or the cancellation of part of the stand space by the EXHIBITOR becomes effective with NM's receipt of the written notice.

### 8. Complete rental stand

For the EVENT, NM can offer complete rental stands as specified in the application form. NM is responsible for assembling and dismantling these complete rental stands. The complete rental stand, its fittings and included furniture may not be pasted over, nailed, painted or damaged in any way. The EXHIBITOR is liable for damage done during the rental period and will be charged with the costs.

### 9. Payment conditions

Invoices are payable in full according to dates for payment as mentioned in the invoice. All payments are to be made in the currency shown in the invoice, without charges, quoting invoice number.

If the EXHIBITOR enters a different invoice address on the application form, he authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the EXHIBITOR from his obligation to pay. For subsequent changes to the invoice address for which the EXHIBITOR is responsible, NM may charge a processing fee of \$ 50 plus VAT at the statutory rate.

The EXHIBITOR is not entitled to convert at his own initiative the invoiced amount into any other currency for bank transfer. If for any reason, a conversion into another currency becomes necessary, the EXHIBITOR shall contact NM who will then advise the applicable exchange rate. An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The EXHIBITOR is to provide proof of payment.

### 10. Insurance

EXHIBITOR is required to carry property and liability insurance in amounts sufficient to cover any losses or liabilities EXHIBITOR may incur in connection with the EVENT, including without limitation, due to damage or loss to EXHIBITOR's property or injury to the person and/or property of others. Notwithstanding the foregoing and except as otherwise provided in the Exhibitor Services Kit, at all times that EXHIBITOR has access to the SHOW grounds, EXHIBITOR shall maintain at a minimum the following insurance from an insurance company rated B+ or above by A.M. Best Company (or equivalent insurance rating agency):

(a) Workers' compensation/employer's liability insurance in compliance with the laws of the state where the SHOW is held, with a liability limit that complies with statutory requirements; and

(b) General commercial liability insurance, including contractual liability and advertising injury coverage, with a minimum liability limit of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate.

EXHIBITOR's policy should add NM, INFORMA, and their respective affiliates, the applicable SHOW facility, and GES (and/or any other official exhibitor service contractor) as additional insureds.

By executing the application, EXHIBITOR represents and warrants that it has all such insurance in effect and that it shall maintain all such insurance at least through EXHIBITOR's occupancy of the exhibit space and the SHOW facility. EXHIBITOR shall provide a certificate of insurance (or equivalent proof) evidencing the required coverage.

## 11. Changes, force majeure

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

NM and INFORMA shall not be liable for delay or failure of performance caused by an act of God; action by any governmental or quasi-governmental entity; pandemic, epidemic, fire, flood or other disaster; public enemy; insurrection; riot; explosion; embargo; terrorist attacks; strikes whether legal or illegal; labor or material shortage; work slowdown; transportation interruption of any kind; authority of law; the building being destroyed or substantially damaged; or any other cause or circumstance beyond their control.

## 12. Limitation of liability, indemnification

Aberant from paragraph 19 of the GCP-INTERNATIONAL the EXHIBITOR agrees to make no claim for any reason whatsoever, including negligence, against NM and INFORMA and their respective members, owners and affiliates; SHOW facility management and its owners, affiliates, lessors and lessees; and official exhibit service contractors and security services (all of the foregoing, collectively, "Show Providers") and each of their respective officers, directors, officials, agents, employees, contractors and representatives (collectively, "Representatives") for loss, theft, damage or destruction of property, nor for any injury to EXHIBITOR or its Representatives in connection with the SHOW.

EXHIBITOR agrees to indemnify, defend, and hold harmless (and to the maximum extent permissible under applicable law, EXHIBITOR hereby expressly releases and discharges ) NM, all other Show Providers (including, without limitation, INFORMA), and each of their respective Representatives from and against any and all alleged and/or actual claims, actions, lawsuits, proceedings, damages, penalties, demands, losses, expenses, fees (including reasonable attorney fees), costs or liabilities of any kind or nature whatsoever (collectively, "Claims"), including but not limited to any Claim for property damage and/or personal injury, in connection with, caused by or arising out of the attendance at and/or participation in the SHOW by (a) EXHIBITOR, (b) its Representatives (or any other party acting on EXHIBITOR's behalf), or (c) any of EXHIBITOR's servants, invitees, patrons or guests (all of the foregoing in clauses (b) and (c), collectively, "Related Parties"), whether as a result of (i) EXHIBITOR's or any Related Party's act, omission, negligence or willful misconduct, (ii) EXHIBITOR's or any Related Party's actual or alleged violation of any policy of, or actual or alleged breach of any agreement with, INFORMA or any other Show Provider, (iii) EXHIBITOR's or any Related Party's actual or alleged violation of any applicable Laws (as defined in Section 18 below), or (iv) EXHIBITOR's or any Related Party's actual or alleged infringement of any third party rights, including without limitation, the infringement of any patented, trademarked, franchised or copyrighted music, materials, devices or dramatic rights used or incorporated in the EVENT/SHOW by EXHIBITOR or any Related Party, and in each case, whether or not foreseeable. This provision shall survive any termination or expiration of this agreement.

## 13. Occupation, Stand design and Sound Devices

(a) The stand has to be occupied by the EXHIBITOR in good time, i.e. at least 4 pm the night before opening of the EVENT/SHOW.

(b) The EXHIBITOR is responsible for stand equipment and decoration. The EXHIBITOR agrees to lay floor carpeting.

**As a general guideline, stands exceeding the height of 3.50 m require the approval of NM. The maximum stand height has to be observed according to the specification of the venue. Details given in the Exhibitor Services Kit are binding.**

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

Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper.

After the EVENT, wallpaper or other finishing material must be removed by the EXHIBITOR, otherwise EXHIBITOR will be charged with the costs. All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way.

The EXHIBITOR is liable for damage done and will be charged with the costs. Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times. Floor coverings in the stands are only to be fixed with double-sided adhesive tape (tapes shall be equivalent to tesafix no. 4964).

(c) The use of devices for mechanical reproduction of sound or music is permitted (up to 85 decibels), but must be controlled. Sound of any kind must not be projected outside the confines of the stand. If EXHIBITORS intend to use copyrighted music in their stands, they must obtain music performance rights licenses from ASCAP and/or BMI (and/or any other necessary performing rights association). NM and INFORMA are not responsible for the music used by EXHIBITORS, and EXHIBITOR

hereby agrees to indemnify, defend and hold harmless NM, INFORMA and all other Show Providers (as defined in Section 12 above), and each of their respective Representatives (as defined in Section 12 above) for any and all Claims (as defined in Section 12 above) related to any copyright violations that result from EXHIBITOR's failure to obtain the appropriate license(s).

The EXHIBITOR agrees to comply with these conditions and the terms given in the Exhibitor Services Kit and on the SHOW website, including without limitation, the Standards, and the rules and regulations of the SHOW facility. Non-compliance may result in Claims for damages by NM, INFORMA, the SHOW facility or the neighbouring EXHIBITORS affected and may subject EXHIBITOR to the forfeiture of exhibit space and any monies paid on account thereof. NM, INFORMA and the SHOW facility shall be entitled to hold EXHIBITOR accountable for all risks and expenses incurred in any removal of EXHIBITOR and may exercise any other rights or remedies under applicable law.

## 14. Co-exhibitors

Co-exhibitors are companies who appear on the EXHIBITOR's (= direct exhibitor's) stand and present their own products with their own personnel (hereinafter referred to as "CO-EXHIBITOR(S)"). All products of CO-EXHIBITORS must fulfill the admission criteria of the EVENT and be in line with the exhibition concept. CO-EXHIBITORS are only admissible if they fulfill the conditions for participation in the EVENT and the information requested on the application form for CO-EXHIBITORS has been entered in full. CO-EXHIBITORS are subject to the same conditions as the EXHIBITOR. CO-EXHIBITORS will only be fully listed in the official show directory when full payment of co-exhibitors fees / catalogue registration fees has been fully paid. If a co-exhibitor fee / catalogue registration fee applies for the EVENT, NM will invoice these to the direct EXHIBITOR. NM reserves the right to limit the number of CO-EXHIBITORS per booked stand.

## 15. Rights of INFORMA

EXHIBITOR agrees that INFORMA shall have the perpetual, worldwide, royalty free license and right to collect and maintain, and to reproduce, publish, distribute, adapt and otherwise use, commercially or otherwise, in any medium, any and all information related to EXHIBITOR's products that are made available to INFORMA in connection with the SHOW. INFORMA shall also have the same rights and powers as NM with respect to the last sentence of item 2 (Admission / Stand space confirmation), item 10 (Exclusion of exhibits), item 14 (Advertising), item 15 (Photographs, drawings, films), and item 21 (Site regulations, contraventions) of the GCP-INTERNATIONAL in addition to all rights and powers of INFORMA set forth in this SCP-INTERNATIONAL (collectively, "Contract Terms"). By signing the application form for the exhibit space, EXHIBITOR agrees that INFORMA shall have full recourse and a direct right of action against EXHIBITOR if EXHIBITOR should fail to comply with the Contract Terms or any additional terms, rules, regulations or policies set forth on the SHOW website, including without limitation, the Exhibitor Services Kit and the Standards.

## 16. Country entry regulations

All EXHIBITORS and their staff are solely responsible to make themselves familiar with the latest entry and visa regulations of the host country of the EVENT.

The refusal of entry or refusal of visa does not constitute a reason for an extraordinary notice of cancellation. Cancellations thereof are governed by clause 7 of the SCP-INTERNATIONAL BFA.

## 17. EXHIBITOR passes

Each EXHIBITOR will be given free passes according to stand size for his exhibition stand and operating personnel. 6 passes will be issued per 9 m<sup>2</sup>. For half booth the EXHIBITOR receives 3 free passes. Any additional exhibitor passes need to be purchased.

## 18. Guards and Laws

NM, INFORMA and all other Show Providers and their respective Representatives will not assume any responsibility for an EXHIBITOR's property or personal property of its employees. It is suggested that the EXHIBITOR insures his property against loss and theft.

All federal, state, and local laws, rules, standards, regulations and ordinances ("Laws") including but not limited to Laws relating to copyright, health, fire prevention and public safety, must be strictly observed. All decorative materials, including cloth decorations, must be flameproofed and comply with local fire regulations. Electrical equipment and wiring must comply with fire department and underwriter rules and meet all safety codes. Smoking at the SHOW is forbidden. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations, tree branches or other flammable materials are allowed. See Exhibitor Services Kit for additional fire regulations.

If NM or INFORMA becomes aware of or learns of an EXHIBITOR's failure to comply with any applicable Laws, that failure to comply shall be cause for rejection or removal of the EXHIBITOR.

NM reserves the right to modify all standards, rules and policies, and to adopt additional standards, rules and policies in its sole discretion governing the EVENT, and INFORMA reserves the right to modify all



standards, rules and policies, and to adopt additional standards, rules and policies governing the SHOW. Any such modifications and additions by NM or INFORMA shall be made available promptly to EXHIBITOR and shall be effective immediately upon adoption, and EXHIBITOR agrees to comply with all such modifications and additions.

**19. Assignment, Exhibitor claims, written forms**

Neither NM nor the EXHIBITOR may assign any of its rights or delegate any of its duties under this agreement without the prior written consent of the other.

All EXHIBITOR claims against NM and/or INFORMA must be made in writing. The statutory period of limitation begins on the last day of the EVENT. Agreements that deviate from these or supplementary terms must be in writing. German law and the German text shall prevail with respect to any claims against NM by EXHIBITOR. New York law (without regard to its conflicts of laws provisions) shall govern this agreement as it relates to EXHIBITOR and INFORMA, and the state and federal courts located in New York, NY shall have exclusive jurisdiction of any actions related thereto, and EXHIBITOR hereby submits to the jurisdiction of such courts.