

# Special Conditions for Participation in the exhibition MedtecLIVE 2022

Stuttgart, Germany 2022

**MedtecLIVE**  
Connecting the medical technology supply chain

with **T4M**

## 1. Venue, duration, opening hours

Venue: Exhibition Center Stuttgart  
Duration: Tue 3 – Thu 5 May 2022  
Opening hours: Tue 3 – Thu 5 May 2022 10:00–17:00 daily

## 2. Not applicable

## 3. Organizer

MedtecLIVE GmbH,  
Messezentrum, 90471 Nürnberg, Germany  
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info@medteclive.com  
www.medteclive.com  
CEO: Rolf Keller  
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## 4. Contractual terms

Contractual basis for the participation in the trade fair MedtecLIVE 2022 are the Special and General Conditions for Participation in Fairs and Exhibitions (including supplementary agreement), house rules of Landesmesse Stuttgart GmbH, the organizational (e.g. exhibitor information), technical (e.g. Online ExhibitorShop) and other conditions notified or made accessible to the exhibitor before the start of the exhibition, as well as the licence conditions and terms of use for talque of Real Life Interaction GmbH, as every exhibitor also receives a basic entry on the digital platform. If the licence conditions and terms of use for talque of Real Life Interactions GmbH and the Special Conditions for Participation in the Trade Fair MedtecLIVE 2022 contradict one another, the latter shall take precedence. If the organizer, NürnbergMesse GmbH or Messe Stuttgart provides additional exhibition services through a ServicePartner in response to a separate order, the general terms and conditions of item 5 of the general conditions for Service of Laandesmesse Stuttgart GmbH prevail.

## 5. Admission/Stand space confirmation

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

## 6. Exhibitors and approved exhibition goods

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

## 7. Rental in exhibition halls

### per m<sup>2</sup> (or part thereof) stand space

EUR 244	In-line stand	(1 side open)
EUR 252	Corner stand	(2 sides open)
EUR 260	Peninsula stand	(3 sides open)
EUR 269	Island stand	(4 sides open)

**Early booking discount of EUR 15/m<sup>2</sup> for complete applications received by the organizer by 15.11.2021.**

Minimum stand space is 9 m<sup>2</sup>.

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

Rental includes:

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

• Participation in the exhibitor evening after prior registration (if taking place)  
An administrative fee of EUR 0.60 per m<sup>2</sup> of stand space in exhibition halls will be charged and remitted to the AUMA (Association of the German Trade Fair Industry).

The waste disposal service with eco surcharge includes the professional removal and recycling of any waste generated at the stand during assembly and dismantling as well as for the entire duration of the trade fair. The flat fee for this is EUR 4/m<sup>2</sup> and is charged up to a maximum area of 500 m<sup>2</sup>. The disposal of production waste accumulated during the event, entire stand elements or complete exhibition stands must be ordered separately. It is strictly forbidden to bring any waste with you, any violation will be charged to the exhibitor. We reserve the right to take further measures. Waste is disposed of in accordance with the Technical Regulations.

## 8. Complete rental stand

All charges of complete rental stands are calculated per m<sup>2</sup> of stand space (rounded up to nearest full m<sup>2</sup>), in addition to rental charge for stand space in exhibition halls (see item 7). All pictures are exemplary pictures.

Rental includes:

- Hire of a complete stand.

Complete rental stands can be found at [www.standconfigurator.com](http://www.standconfigurator.com).

NürnbergMesse is responsible for assembling and dismantling the complete rental stand.

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

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

Respective orders can be carried out in the Online ExhibitorShop.

## 9. Payment conditions

Exhibitors can be charged an advance payment of 50% of the expected stand space rental on **confirmation of the application**.

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

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

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

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

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

The exhibitor agrees to the transmission of invoices by the organizer and possibly NürnbergMesse, Landesmesse Stuttgart GmbH as well as their ServicePartners via e-mail (electronic billing). If the exhibitor does not wish to use electronic billing, he or she may object in writing or in text form.

## 10. Insurance

The exhibitor is obliged to make his own adequate insurance arrangements. Insurance for exhibitors (transport risk and the risk involved during the stay) is advisable.

## 11. Assembly and dismantling, passes

Assembly: Sat 30 April– Mon 2 May 2022 7:00–20:00 daily

Exhibition stands for which assembly has not commenced by 15:00 on Monday, 2 May 2022, will be decorated by the organizer or the NürnbergMesse, if they cannot be used otherwise. Costs incurred will be charged to the exhibitor.

Dismantling: Thu 5 May 2022 17:00–24:00

Fri 6 May 2022 8:00–20:00

Access to the halls during assembly and dismantling times is only permitted on display of special passes, which are not valid during the exhibition. The exhibitor agrees to keep to the stated times, especially with respect to completely vacating his stand space by not later than 20:00 on Friday 6 May 2022. Should the exhibitor fail to fulfil this obligation and consequently obstruct the assembly of the next event, the exhibitor shall be obliged to bear all costs arising in this connection. This particularly applies to claims for damages lodged against the organizer or the NürnbergMesse.

## 12. Stand design, stand mentoring

### 12.1 Stand design

The exhibitor is responsible for stand equipment and decoration.

The technical guidelines of Landesmesse Stuttgart GmbH are applicable for the stand design, as well as the be published on [www.medteclive.com/en](http://www.medteclive.com/en) and in the Online Messe Service Portal.

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

**The minimum height is 2.50 m.**

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

**The maximum stand height in hall 9: 3,50 m–6,00 m. There may be structural restrictions depending on the respective hall.**

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Two-storey stands are permitted in individual cases, subject to a minimum groundlevel space of 100 m<sup>2</sup> and submission of a special application. Not more than 50% of the ground-level space is to be covered by the second storey.

Two-storey stands must be approved by the organizer or Landesmesse Stuttgart GmbH and the exhibitor is responsible for obtaining the necessary approvals from the building authority; relevant application forms are to be requested.

Two-storey stands may be rejected in the overall interests of the event and for safety reasons. The stand rental increases by 50% for the stand space covered by the second storey. No legal entitlement exists for two-storey stands.

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

The exhibition organizer reserves the right to give further instructions concerning the design of stands.

Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper. After the exhibition, wallpaper or other finishing material must be removed by the exhibitors, otherwise the 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 occurring 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 (following tapes are to be used: tesafix no. 4964).

**The exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by the organizer, Landesmesse Stuttgart GmbH or the neighboring exhibitors affected.**

## 12.2 Stand mentoring

No dismantling of exhibition stands and/or disposal of products (except patterns, samples and promotional give-aways) before the end of the exhibition). The exhibition ends at 17:00 on the last day. Until this time, every exhibitor agrees

- to man his stand space with his stand personnel
- not to hand over products to interested persons (except patterns, samples and promotional give-aways)
- not to start dismantling the exhibition stand

The organizer or the Landesmesse Stuttgart GmbH can impose a contract penalty on the exhibitor for each case of contravention. The contract penalty amounts to 20% of the net stand rental, subject to a minimum of EUR 500. The organizer also reserves the right to exclude the exhibitor from exhibiting at future MedtecLIVE exhibitions.

## 13. Exhibitor passes

Each exhibitor will be given free passes for the operating personnel needed according to the stand size of his exhibition stand. 3 passes will be issued for up to 10 m<sup>2</sup> stand space, plus 1 pass for each further full 10 m<sup>2</sup>. These tickets are valid during duration and also during assembling and dismantling time. Any additional exhibitor passes needed can be purchased for entitled persons at a price of EUR 20 each including VAT at the statutory rate.

## 14. Marketing services for exhibitors (= direct exhibitors)

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

### ● Digital basic advertising material package

- Voucher code (electronic admission voucher code – can be exchanged unlimited and only online. Admission vouchers exchanged by visitors for entrance tickets are not charged to the exhibitor.
- Further voucher codes can be created online in the TicketCenter (free of charge)
- Visitor brochure (Download)

- Entry in the alphabetical list of exhibitors in the **exhibition guide** (issued free to all visitors).

- Provision of **Sample Letter** for visitor acquisition on the website.

The organizer provides an **Internet entry** in the exhibitors and products database at [www.medteclive.com](http://www.medteclive.com) for each exhibitor. This entry is activated for **approximately one year** – including after the exhibition – and includes the following services.

The exhibitor is solely responsible for the information and other materials provided by him for the exhibition directories, in particular images. He shall indemnify the organizer or the NürnbergMesse against all claims by third parties asserted in relation to the materials sent.

- Entry of **company name, address and logo**.
- Presentation of **5 products or services** with one photo, one film and one text of maximum 4,000 characters per product or service.
- Possibility of marking these 5 products or services as **new products**.
- **Company profile** (maximum 10,000 characters).
- Unrestricted assignment to the **list of products**.
- **Link** from the exhibition website to the exhibitor's website.
- Publication of up to 3 exhibitor's press releases.
- Entry of logo and stand number in the eventmap.
- Possibility of continuously **updating** the Internet entry.
- Possibilities to chat and communicate within the digital event platform.
- Access to digital matchmaking incl. the possibility of online meeting appointment with participants on site.
- List of contacts you have interacted with (DSGVO compliant).

The exhibitor also receives the following online advertising aids:

- **Online banner** with exhibitor's stand number.

The exhibitor agrees to purchase the marketing services at a price of EUR 850.

This will be charged together with the stand rental. No reduction in price can be granted if only parts of the package are used.

## 15. Co-exhibitors

Co-exhibitors are companies who appear on the exhibitor's (= direct exhibitor's) stand and present their own products with their own personnel. Their independence must also be recognizable without physical separation.

Co-exhibitors are only admissible if they fulfill the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full.

If the application of a co-exhibitor is cancelled the direct exhibitor agrees to pay a processing fee of EUR 150.

## 16. Participation fee for co-exhibitors

The organizer provides each co-exhibitor with marketing services.

- See item 14 for services included in package
- Admission vouchers/e-codes redeemed by customers **will not** be charged to the co-exhibitor.

The organizer provides an **Internet entry** in the exhibitor and product database at [www.medteclive.com](http://www.medteclive.com) for each co-exhibitor. This entry is activated **approximately one year** – including after the exhibition.

- See item 14 for services included in entry

The co-exhibitor also receives the following online advertising aids:

- See item 14 for aids provided

The exhibitor agrees to pay a participation fee at a total price of EUR 850 for each co-exhibitor registered by him. This will be charged together with the stand rental or at a later date. No reduction in price can be granted if only parts of the package are used.

## 17. Start-ups

For young companies and start-ups, all regulations concerning exhibitors in the General Conditions for Participation in Fairs and Exhibitions and these Special Conditions for Participation in the MedtecLIVE trade fair apply accordingly, unless otherwise stipulated in this Item. Start-ups registering as such must fulfil the following conditions for participation: The company exists for less than 5 years, have maximum 15 employees and generate a maximum of 2 million turnover per year.

Item 1 of the General Conditions of Participation for Trade Fairs and Exhibitions applies accordingly to the registration of start-ups.

The decision on admission is to be made by the organizer. The number of exhibitor spaces in the start-up area is limited.

### 17.1 Participation of start-ups

The Organizer provides marketing services to each start-up.

- See item 14 for services included in package

In addition, the Organizer will provide a stand construction.

Admission vouchers/e-codes redeemed by customers will not be charged to the start-up.

The organizer provides an Internet entry in the exhibitor and product database at „<http://www.medteclive.com>“ [www.medteclive.com](http://www.medteclive.com) for each start-up.

This entry is activated approximately one year – including after the exhibition.

- See item 14 for services included in entry

The start-up also receives the following online advertising aids:

- See item 14 for aids provided

The start-up agrees to pay a participation fee at a total price of EUR 650 for.

This will be charged together with the stand rental or at a later date. No reduction in price can be granted if only parts of the package are used. The fee will be charged as stand rental.

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## 18. Exhibition priority

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

## 19. Exhibitor evening

Participation in the exhibitor evening is included in the booking as per item 7.

## 20. Data protection notice

Personal data will be processed by the Organizer as the controller within the meaning of data protection law, by NürnbergMesse GmbH, Real Life Interaction GmbH, Landesmesse Stuttgart GmbH and where applicable by ServicePartners of the organizer and NürnbergMesse GmbH, 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 authorised persons engaged in providing technical, commercial and customer administration support will have access to your data. Naturally, appropriate data 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 until the data is also 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 fulfilment of the legal conditions, information, rectification, erasure

or restricted processing, object to the processing or assert his right to data transferability. The Organizer (MedtecLIVE GmbH, Exhibition Centre, 90471 Nuremberg / [data@medteclive.com](mailto:data@medteclive.com)) will be glad to answer any questions on this subject.

## 21. 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, the NürnbergMesse GmbH, the Forum Medtech Pharma e.V. and where applicable by ServicePartners of the organizer and NürnbergMesse GmbH 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 may be notified to the Organizer at any time; this also applies to profiling if it is directly related to the direct promotion. Once the objection is notified, the data will no longer be processed for this purpose. The objection may 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 MedtecLIVE GmbH, Messezentrum, 90471 Nuremberg, or [data@medteclive.com](mailto:data@medteclive.com).

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

All exhibitor claims against the organizer or the NürnbergMesse must be made in writing. The statutory period of limitation begins with the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in writing. German law and the German text shall prevail. Place of fulfillment and jurisdiction is Nuremberg. However, the organizer reserves the right to bring his claims before the court of the place at which the exhibitor has his place of business.

# General Conditions for Participation in Fairs and Exhibitions

As per April 2020

In case of disagreement, the Special Conditions for Participation shall have priority over the General Conditions for Participation.

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## 1. Application

The application must be made 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 the organizer 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 the organizer, 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 organizer. 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 2 weeks of receipt. A legal entitlement to admission does not exist. If the number of suitable applications received by the organizer before the application deadline exceeds the amount of space available, admission will be decided at the discretion of the organizer. The organizer 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 the organizer or settle them punctually may be excluded from admission.

## 3. Allotment of space

**3.1** Allotment of space will be made by the organizer in accordance with the product groups and arrangement of the event concerned and 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** The organizer 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 the organizer.

## 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 the organizer.

## 5. Co-exhibitors

**5.1** The use of the stand space by another company with its own products and personnel (co-exhibitor) requires a separate application of the direct exhibitor and a confirmation of the application by the co-exhibitor itself as well as an admission by the organizer. Admission of one or more co-exhibitors is subject to a special fee.

**5.2** Responsibility for ensuring that co-exhibitors fulfill all their commitments shall rest with the principal exhibitor, if applicable, in addition to the co-exhibitor. Apart from telephone number, fax number and e-mail address further personal data of the co-exhibitor will be recorded for the application. Additionally structural data of the co-exhibitor will be checked and recorded. By the application of the co-exhibitor the direct exhibitor grants to be ordinary enabled or enabled enough to lodge the data.

## 6. Stand rental, lien

Stand rentals and terms of payment are shown in the Special Conditions for Participation.

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.

The organizer is entitled to exercise his 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

**7.1** If the exhibitor withdraws his application, cancels part of the stand space or does not participate in the event, the organizer is entitled to use the hired stand space or the cancelled part of the space for other purposes and relet to third parties. Any cancellation declarations made by the exhibitor must always be made in writing or in text form.

**7.2** If the exhibitor possesses no mandatory withdrawal or termination right, he still remains obliged to pay the following cancellation fee on cancellation or partial cancellation after admission has been confirmed:

- up to 90 days before the start of the event 50%
- up to 30 days before the start of the event 80% and
- less than 30 days before the start of the event the full amount of the agreed rental for the cancelled stand space.

**7.3** In the case of a measure pursuant to section 3.2, the cancellation period shall be based on the original stand space confirmation issued prior to the measure pursuant to section 3.2.

**7.4** In each of the above cases, the exhibitor retains the right to prove that the organizer has saved costs not considered in the deduction and has benefited as a result of the cancellation, partial cancellation or non-participation. If other free spaces of the size let to the exhibitor are still available for the event, the exhibitor may not normally claim that the organizer has benefited from reletting the stand space or part of it or using it for other purposes, especially in terms of the rental obtained.

**7.5** In case of a reduction of stand space without a cancellation fee after receipt of the stand space confirmation, the cancellation fee will be based on the originally calculated stand rent as agreed before the reduction.

**7.6** The provisions of Article 7.2 also apply for co-exhibitors with respect to the additional fee to be paid by them in accordance with Article 5.1.

## 8. Cancellation of admission

The organizer is entitled to cancel confirmation of admission and relet the space elsewhere in the following cases:

- The stand is obviously not occupied in good time, i.e. at least 24 hours before the official opening of the event.
- The exhibitor fails to pay the stand rental at the agreed time and allows a period of grace granted by the organizer to lapse 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 the organizer receives knowledge of grounds which would have justified exclusion if they had been disclosed earlier.
- The exhibitor infracts the organizer's site regulations.

The organizer or the NürnbergMesse GmbH 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. The organizer also reserves the right to assert claims for damages. If the exhibitor cancels the order for rental exhibition stands and/or other services, the following cancellation fee is payable based on the value of the order.

- 90 days to 15 days before start of assembly (see Special Conditions for Participation) of the event 25% of the order value
- 14 days to 1 day before start of assembly (see Special Conditions for Participation) of the event 80% of the order value
- the full amount is payable from the start of the assembly period.

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



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## 10. Exclusion of exhibits

The organizer is 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 the 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), the organizer 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 exhibition. The organizer reserves the right to forbid the erection of stands which are 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 Special Conditions for Participation prevail over the General Conditions for Participation.

The approval of the organizer 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 the organizer, 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.

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

**12.1** After contract formation, the organizer 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 organizer 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 organizers cannot be achieved or only with significant restrictions.

**12.3** After contract formation, moreover, the organizer 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 organizers cannot be achieved or only with significant restrictions.

**12.4** The organizer 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 organizer shall likewise always be entitled to cancel the event.

**12.5** The organizer 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 organizer 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 organizer 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 organizer 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 organizer 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 organizer or one of its vicarious agents is responsible, the organizer 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 organizer 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 organizer 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 organizer 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 organizer 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 exhibitor, if applicable. The validity of these is limited solely to the assembly and dismantling periods and does not cover admission during the event.

A limited number of free exhibitor passes will be issued to exhibitors and their employees for the period of the event.

These passes will be made out in the name of the persons concerned and must be signed. They are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their being withdrawn.

The number of passes issued is not increased by the inclusion of co-exhibitors. Additional passes are obtainable against payment.

## 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 written consent of the organizer, the NürnbergMesse GmbH or one of the Service Partner.

Advertising outside the stand space rented by the exhibitor is only possible as part of the advertising and sponsoring measures offered by the organizer. Advertising of a political nature is forbidden.

## 15. Photographs, drawings, films

The organizer is entitled to have photographs, drawings and films made of the exhibition, 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 the organizer.

For photographs, drawings and films of stands against payment, exhibitors must only use service contractors authorized by the 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 and films of the stands and exhibits of other exhibitors.

# General Conditions for Participation in Fairs and Exhibitions

(Continued)

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- 16. Direct selling**  
Direct selling is not allowed unless expressly permitted by the Special Conditions for Participation, 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 und stand space clearing**  
The organizer 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 are to use the service contractor engaged by the organizer for stand cleaning. If the stand space is not cleared by the end of the official dismantling period, the organizer shall be entitled to charge a fee of EUR 300 per m<sup>2</sup>. The organizer is also entitled to dispose of exhibition stands and/or exhibits left behind at the exhibitor's expense. The organizer accepts no liability for damage to, or loss of exhibition stands and/or exhibits left behind.
- 18. Supervision**  
The organizer 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 at night. Additional stand supervision is available at the exhibitor's own expense by using the service contractor engaged by the organizer.
- 19. Liability, insurance, accident prevention**  
**19.1** The organizer 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 the organizer 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 the organizer is legally obliged to take out liability insurance cover or this is usually the case;
  - if the organizer has claimed a special degree of trust or occupies a qualified position of trust.
- In these cases, however, the organizer 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 the organizer's performing and vicarious agents.
- 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 himself. It is recommended that the exhibitor takes 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. The organizer is entitled to prohibit the exhibition or operation of machinery and/or equipment at his 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 exhibition 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 Special Conditions for Participation, Exhibition priority).
- 21. Domiciliary right and house rules, contraventions, no-smoking policy**  
Exhibitors agree to accept the domiciliary right of the organizer during the event in all parts of the exhibition center. The house rules of the organizer or the NürnbergMesse must be observed. The instructions of the organizer's employees and representatives of the organizer or the NürnbergMesse, who possess official identity cards, must be complied with. Contraventions of the General and Special Conditions for Participation or instructions within the framework of the domiciliary right and the house rules shall entitle the organizer or the NürnbergMesse, 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. There is a general smoking ban on the entire exhibition grounds. Smoking is only permitted in specially marked areas.
- 22. Place of fulfillment and jurisdiction**  
The place of fulfillment is Nuremberg. 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. The organizer is also entitled to take legal proceedings against the exhibitor at the exhibitor'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 the NürnbergMesse or 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 authorised 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 fulfilment of the legal conditions, information, rectification, erasure or restricted processing, object to the processing or assert his right to data transferability. MedtecLIVE GmbH, Messezentrum, 90471 Nürnberg/ data@medteclive.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 service partner 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 MedtecLIVE GmbH, Messezentrum, 90471 Nürnberg or data@medteclive.de.
- 25. Severability clause**  
If any provisions of these Conditions for Participation 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.

# Supplementary Agreement to the General Conditions for Participation in Fairs and Exhibitions

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## Bavarian Venue Regulations

### Application in the Exhibition Center Nuremberg

- 1. Assurance of public safety and order**

The exhibitor shall comply with all public safety regulations, in particular with the Bavarian Venue Regulations. The exhibitor is obliged to exhibit only properly maintained and protected equipment and exhibits in the exhibition halls and these must comply with all statutory regulations on the technical safety of equipment.
- 2. Emergency routes**

Emergency routes in the exhibition halls must be kept clear at all times, including during assembly and dismantling. Contraventions will be fined.
- 3. Articles used in the halls**

Requisites, decorations and other articles must be made of fire-resistant material. Pyrotechnic articles, combustible liquids and other combustible material, especially packaging material, may only be kept in special areas provided by NürnbergMesse.  
The operation of laser systems is subject to compliance with the relevant industrial safety regulations, including in areas accessible for visitors.
- 4. Fire regulations and safety concept**

NürnbergMesse has issued fire regulations, which are displayed throughout the exhibition centre and are part of the contract.  
In connection with the enforcement of the Bavarian Venue Regulations, NürnbergMesse in consultation with the responsible authorities will draw up a safety concept, which will be implemented by separate arrangements as part of the existing contracts.
- 5. Security staff, security manager**

The maintenance of public safety and compliance with the requirements of the Bavarian Venue Regulations are monitored by special security staff; the security manager is authorized to issue binding instructions, especially if the safety of the event is at risk.
- 6. Event director and event equipment director**

The event director appointed by NürnbergMesse shall ensure compliance with the public safety regulations and particularly the Bavarian Venue Regulations. The event director is also authorized to close the event. Compliance with instructions issued by the event director is compulsory.  
The name of the event director and his deputy must be announced in writing a suitable period of time before the respective event.  
The event director shall be informed immediately of any special occurrences that could adversely affect the safety of the event.  
The event equipment director must ensure the safety and operability of the technical facilities at the venue in terms of fire prevention during the official opening times of the event.  
The event director or his deputy shall be present personally throughout the official opening time of the event, and the event equipment director or security manager shall be present during the assembly and dismantling periods as well.
- 7. Safety instructions**

The regulatory authorities, event director, event equipment director and security manager are authorized to issue instructions within the framework of the safety regulations. Compliance with these instructions is compulsory.

## Bavarian Health Protection Act

### Application in the Exhibition Center Nuremberg

With the exception of smoking areas specially marked for this purpose, smoking is prohibited in the exhibition halls, congress halls, conference rooms, restaurants, cafeterias, mobile catering areas and service areas of the Exhibition Center Nuremberg.