

Special Conditions for Participation in the trade fair BIOFACH 2023

As per April 2022

1. Venue, duration, opening hours

Venue: Exhibition Center Nuremberg
Duration: Tue 14– Fri 17 February 2023
Opening hours: Tue 14– Thu 16 February 2023 9:00–18:00 daily
Fri 17 February 2023 9:00–17:00

2. Organizer

NürnbergMesse GmbH
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www.biofach.de
www.nuernbergmesse.de
CEOs: Dr. Roland Fleck, Peter Ottmann
Registration Number HRB 761 Nürnberg
Chairman of the Supervisory Board: Marcus König
Lord Mayor of the City of Nuremberg

3. Contractual terms

The terms for participation in the Trade Fair BIOFACH 2023 are the Special and General Conditions for Participation in Fairs and Exhibitions (including Supplementary Agreement), the NürnbergMesse site regulations, the organizational (e.g. exhibitor information), technical (e.g. Online ExhibitorShop) and other conditions notified to the exhibitor before the exhibition begins, 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 BIOFACH 2023 contradict one another, the latter shall take precedence.

4. Application

The application must be made using the online application forms issued by NürnbergMesse on www.biofach.com. The processing of your application can only begin once all the necessary documents have been submitted.

5. Admission criteria for exhibitors and products

The submission of the application only constitutes an application for admission. BIOFACH and VIVANESS have their own separate admission criteria for products and services. Information about these criteria is obtainable on www.biofach.de/en/exhibitors/participation/admission-criteria and www.vivaness.de/en/exhibitors/participation/admission-criteria.

The project management reserves the right to reject products submitted or exhibitors in individual cases. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted. Compliance with statutory requirements is the sole responsibility of the exhibitor.

By submitting a registration, the exhibitor agrees to comply with these criteria. The exhibitor is responsible for ensuring that all products and services the exhibitor presents at BIOFACH/VIVANESS will comply with the admission criteria.

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

6. Conclusion of contract

A binding order for stand space is made by the exhibitor returning the completed Online Application form. If the organizer has sent the exhibitor a suggested stand position and this is confirmed by the exhibitor, the rental contract between the exhibitor and the organizer will be concluded on confirmation of the stand space by the organizer. If the organizer has not sent the exhibitor a suggested stand position or the position suggested by the organizer is not confirmed by the exhibitor, the rental contract will be concluded according to the stand space confirmation, unless the exhibitor objects in writing within 2 weeks after receipt of the confirmation of stand space.

The exhibitor agrees to pay a processing fee of EUR 400 if the order for stand space is cancelled prior to receipt of the stand confirmation. Cancellation after receipt of the stand space confirmation (= admission) is governed by item 7 of the General Conditions for Participation in Fairs and Exhibitions.

Deviating from item 7 of the General Conditions for Participation in Fairs and Exhibitions, no cancellation fee will be charged for withdrawals received up to and including 7 October 2022, independently from a prior receipt of a stand space confirmation.

The admission of companies is at the discretion of the organizer. All exhibits are to be listed in full in the application. Failure to complete application for admission or the provision of false information entitles the organizer to cancel the admission and stand space confirmation in accordance with item 8 of the

General Conditions for Participation in Fairs and Exhibitions. Should it transpire before or during the exhibition that these declarations are incorrect, the articles concerned may be removed from the stand or the complete stand closed if the majority of the products are not admissible. Such action shall not affect the exhibitor's obligation to pay invoices.

7. Rental in exhibition halls

per m² (or part thereof) stand space

EUR 179	In-line stand	(1 side open; min. 12 m ²)
EUR 208	Corner stand	(2 sides open; min. 15 m ²)
EUR 216	Peninsula stand	(3 sides open; min. 30 m ²)
EUR 230	Island stand	(4 sides open; min. 60 m ²)

Early booking discount: EUR 6/m² reduction on the booked stand space for complete registrations received by 10 June 2022.

Minimum stand space is 12 m².

Respective m² stand space rental price is charged. Approval for two-storey stands can be applied for using the form "Application for construction permit for two-storey stands". This form also contains the guidelines as well as the prices of approval, the sprinkler system and heat differential detectors for two-storey stands.

For pillars, which are located within the exhibitor's stand area, NürnbergMesse grants the exhibitor a discount of 1 m² per pillar on the booked stand space.

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

Rental includes:

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

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

The waste disposal service 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 4.95/m² and is charged up to a maximum area of 500 m². 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 m² of stand space (rounded up to nearest full m²), in addition to rental charge for stand space in exhibition halls (see item 7). All pictures are exemplary pictures.

Rental includes:

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

You will find further models at www.standconfigurator.com.

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

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

9. Payment conditions

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

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

The issue of an invoice to an invoice addressee who is not the contractual partner or recipient of the service is only admissible if the invoice clearly, explicitly and verifiably indicates who the actual recipient of the service is and that the invoice addressee is only the postal address of the invoice.

For this reason, NürnbergMesse has issued the invoice c/o the invoice addressee you have stated, cf. Section 14.5 Para. 3 p. 1 ff. of the German VAT Implementation Decree (UStAE).

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

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

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

10. Insurance

Exhibitors are obliged to make their own adequate insurance arrangements. Insurance for exhibitors (transport and duration of event) is advisable and can be arranged through a collective insurance contract taken out by the organizer.

11. Assembly and dismantling, passes

Assembly:	Sat 11 February 2023	7:00–24:00
	Sun 12 February 2023	7:00–24:00
	Mon 13 February 2023	7:00–19:00

Exhibition stands for which assembly has not commenced by 15:00 on Monday, 13 February 2023, will be decorated by the organizer, if they cannot be otherwise disposed of. The construction of exhibition stands must be completed by Monday, 13 February 2023 at 19:00 clock, so as not to jeopardize the operation of the event. Costs incurred will be charged to the exhibitor.

Dismantling:	Fri 17 February 2023	17:00–24:00
	Sat 18 February 2023	7:00–22:00
	Sun 19 February 2023	7:00–19:00

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

Dismantling is not permitted before 17:00. Please see item 18 of the Special Conditions for Participation.

12. Stand design

The exhibitor is responsible for stand equipment and decoration. The exhibitor agrees to erect **2.50 m high stand partition walls** on all closed sides of the stand space and to lay floor covering. The hall walls are **not** to be used.

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 is 5.00 m.

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

The exhibition organizer reserves the right to give further instructions concerning the design of stands. Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper. After the exhibition, wallpaper or other finishing material must be removed by the exhibitors, otherwise exhibitors will be charged with the costs.

All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done and will be charged with the costs. 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 or the neighboring exhibitors affected.

Please note also the stand assembly instructions at www.biofach.com.

13. Exhibitor passes

Each exhibitor will be given free passes according to stand size for his exhibition stand and operating personnel. 3 passes will be issued for up to 10 m² stand space, plus 1 pass for each further 10 m², up to a maximum of 21 free passes. Joint stands receive 3 additional passes per co-exhibitor. 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 47.

Exhibitor passes must be personalized and are only to be issued to personnel working on the exhibitor's stand.

14. Marketing services for direct and co-exhibitors

The organizer provides the following services for each exhibitor, provided all the necessary documents are received in full by NürnbergMesse by not later than 30 September 2022.

- Display of exhibitor's **press information** in the press center.
- Entry of exhibitor's company name and stand number in the **Exhibition Guide** (issued free to all visitors).
- **Voucher codes** (electronic admission vouchers – only online redeemable). The exhibitor is only billed for voucher codes actually exchanged for tickets by visitors.
- **Online banner** with exhibitor's stand number
- Access to the BIOFACH/VIVANESS Congress

It is strictly forbidden to sell admission vouchers to third parties.

Admission vouchers are only to be issued to trade visitors free of charge.

Only valid in conjunction with proof of eligibility as trade visitor.

Also included is a presence on the **digital event platform** for each exhibitor.

This presence is visible circa **half a year round** – including after the exhibition – and includes the following services:

- Presentation of company information within the exhibitor profile on the event platform, including stand number, teaser picture, company logo and links to the exhibitor's website as well as to company's social media channels.
 - Integration of one pdf document into the exhibitor profile
 - Assignment of employees to your company profile as contact persons. The amount of possible assignments depends is equivalent to the amount of exhibitor passes available as per item 13 of the Special Conditions for Participation
 - Unlimited choices in the product group directory
 - Access to functions for chat and communication on the platform
 - Access to the digital matchmaking including the possibility to arrange on site meetings
 - Access to selected congress sessions – live and on demand
 - Access to exhibitor presentations of all exhibitors
 - Display of essential company information on the exhibition website
 - Display of exhibitors in the online floor plan (only for direct exhibitors)
 - Possibility of autonomous and continuous updating of the exhibitor profile
- The exhibitor is solely responsible for the information and other materials provided by him as well as for his exhibitor profile on the digital platform, in particular images. He shall indemnify the organizer against all claims by third parties asserted in relation to the materials sent.

The exhibitor agrees to purchase the marketing services at a price of EUR 815. This will be charged together with the stand rental. No reduction in price can be granted if only parts of the package are used, in particular if the exhibitor does not meet our deadlines.

NürnbergMesse and its employees and agents are only liable for accidental omissions, printing errors, faulty workmanship of any kind, etc. in exhibition directories (such as Exhibition Guide, Internet entry, etc.) if such defects can be proved to have been caused by intent or gross negligence.

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 815.

Co-exhibitors must be registered by the (direct-)exhibitor. In case of non-compliance with our conditions NürnbergMesse will charge an additional fee of EUR 1,000 per co-exhibitor.

16. Stand numbers

After mailing the stand space confirmation, NürnbergMesse may charge a processing fee of EUR 100 for subsequent changes to stand numbers, in so far as such changes can be justified by the exhibitor.

17. Exhibition priority

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

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18. Rules and regulations

- **The products must be intended for resellers, direct sales at the exhibition are prohibited. Exhibitors are also prohibited from presenting, advertising, serving and giving away unauthorized or non-compliant products, especially conventional food. This includes the servicing of visitors. In case of non-compliance, NürnbergMesse reserves the right to close the concerned stand, as well as exclude the exhibitor from participating in follow-up/subsequent events. Compliance with statutory requirements is the sole responsibility of the exhibitor.**
- No stand is to be completely or partly cleared before the end of the exhibition, i.e. your staff and products must still be on the stand.
In the event of contravention, NürnbergMesse will charge the exhibitor concerned a fee of EUR 1,200 for failure to comply with regulations/provisions and reserves the right not to admit the exhibitor to the next event. The direct exhibitor is liable for any co-exhibitors it has. The fee will be charged per co-exhibitor.
- The serving of food and drinks for immediate consumption on payment requires special approval.
- Only reusable crockery or compostable crockery can be used.
- The taking of animals to the exhibition centre is not permitted.
- NürnbergMesse reserves the right to **direct flows of visitors** or, if necessary, to route visitors partly under compulsion. Even after the announcement of possible measures for this purpose, NürnbergMesse is still entitled to change these as short notice at its own discretion and without consulting the exhibitors affected.
- The exhibitor must take care of the delivery of all goods and materials needed for the exhibition appearance. Packages addressed to the organizer for participation in the event will therefore not be accepted.

19. Data protection notice

In addition to items 23 and 24 of the General Conditions of Participation for Trade Fairs and Exhibitions, which also apply accordingly to start-ups, it is pointed out that the personal data stated there is also shared with our entrusted technical service provider Real Life Interaction GmbH, without whom the technical implementation of the digital event would not be possible.

20. Hygiene concept, no right of rescission when entry restrictions are tightened

- All event participants must fulfil the relevant requirements of the valid hygiene concept for the event. NürnbergMesse determines the content of the hygiene concept at its reasonable discretion with due regard to the statutory and regulatory requirements and the interests of the event participants. The hygiene concept may be changed depending on the interests of the event participants and the statutory/regulatory requirements. The currently applicable statutory/regulatory requirements, the currently valid framework hygiene concept for trade fairs and exhibitions, and information on the individual hygiene concept for the specific event can be found on the event website.
- Entry restrictions, i.e., the conditions under which persons may participate in the event (e.g., only persons who have been vaccinated or have recovered from the virus or have been tested), are based on the regulatory and statutory requirements in effect at the time of the event. Even if these entry restrictions change after the registration of the exhibitor, and particularly if they are tightened, the exhibitor will not be entitled to rescind the contract and will not be released from the obligation to pay the stand rent and fees for services. The cancellation option according to items 7 and 9 of the General Terms and Conditions of Participation in Trade Fairs and Exhibitions remains unaffected.

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

All exhibitor claims against the organizer must be made in text form (§ 126b BGB). The statutory period of limitation begins on the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in text form (§ 126b BGB).

German law and the German text shall prevail.

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