

# Application for your co-exhibitor

B

Nuremberg, Germany  
13–16. 2. 2019

# BIOFACH2019

into organic

We as the direct exhibitor wish to register the company stated below as co-exhibitor  
(see item 16 of the Special Conditions for Participation):

Company name of direct exhibitor (respectively name of the joint stand organizer)

Person to contact

Street

Postcode, Town, Country

Please return to  
NürnbergMesse GmbH  
Exhibition Team BIOFACH  
Messezentrum  
90471 Nürnberg  
F +49 9 11 8606-128866  
standanmeldung@nuernbergmesse.de

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

**Date for returning: immediately**

**Closing date: 12.10.2018**

(After 12.10.2018 we can no longer guarantee acceptance of application.)

Tel.

Fax

E-mail

Internet

**Application for your co-exhibitor** (please complete in detail or mark as applicable)

**and acceptance of the Conditions for Participation. The processing of your application can only begin once all the necessary documents have been submitted.**

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

1. We as the direct exhibitor confirm that the co-exhibitor will be present with his own personnel and exhibits or services.
2. We confirm the purchase of the **marketing services** at a price of EUR 490 (see item 15 of the Special Conditions for Participation)

**Please note that the invoice for the marketing services is addressed to the direct exhibitor. All other services are charged to the co-exhibitor.**

Company name of co-exhibitor

Proprietor/Manager

Street

Postcode, Town, Country

Tel. (Company)

Fax (Company)

E-mail (Company)

Internet

VAT Reg No

No internationally-valid VAT Reg No. is available

Person to contact of co-exhibitor

Tel.

Fax

E-mail (Note: Log-in data will be sent to above e-mail)

Correspondence address\*

\* only if different

**Company name for compulsory alphabetical entry in Exhibition Guide and on the exhibitor and product database on [www.biofach.com](http://www.biofach.com)**

Company name (State in the form to be published in the Exhibition Guide and on the exhibitor and product database! Max. 50 characters):

**3. Please list here all the exhibits/services you would like to present at BIOFACH:**

English/German

Please note that the direct exhibitor is responsible for ensuring that its co-exhibitor complies with the Special and General Conditions for Participation.

We have taken note of the attached Special and General Conditions of Participation incl. the information on data protection and the admission criteria and we accept them on all points. **The company details and exhibits stated can already be recorded and published.**

We can object to the promotional use of our data by NürnbergMesse GmbH at any time by letter (NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg) or e-mail (data@nuernbergmesse.de).

Place and date

Company stamp and authorized signature of direct exhibitor

Unless otherwise indicated, all prices stated are subject to statutory VAT if the service is taxable in Germany.

**BIOFACH**  
into organic

# Entries in the exhibitor and product database on [www.biofach.com](http://www.biofach.com)

C

Nuremberg, Germany  
13–16.2.2019

# BIOFACH2019

into organic

Exhibitor

Person to contact for queries

**Date for returning:  
immediately**

## 1. Our products/services:

### 01 Fresh food

- 01.01 Fruit, vegetables, potatoes, mushrooms
- 01.02 Meat and sausages
- 01.03 Fish and seafood
- 01.04 Bread, baked products
- 01.05 Dairy products
- 01.06 Milk substitutes
- 01.07 Meat substitutes
- 01.08 Cheese
- 01.09 Fresh convenience and delicatessen products
- 01.10 Eggs, other fresh products

### 02 Frozen food

- 02.01 Frozen convenience products
- 02.02 Meat
- 02.03 Fish and seafood
- 02.04 Baked products
- 02.05 Fruit, vegetables, herbs
- 02.06 Ice cream

### 03 Grocery products Cooking and baking

- 03.01 Corn, pulses, other milled products
- 03.02 Bread, baked products, raising agents
- 03.03 Farinaceous products
- 03.04 Tomato products, prepared sauces
- 03.05 Spices, salt, ready-made products

- 03.06 Vinegars, seasonings
- 03.07 Olive oils
- 03.08 Other cooking oils
- 03.09 Convenience groceries, instant and semi-instant meals, tinned foods
- 03.10 Sweeteners

### 04 Grocery products Snacks and sweets

- 04.01 Nuts, dried fruit
- 04.02 Chocolate
- 04.03 Sweet pastries, other confectionery
- 04.04 Savory biscuits, salted snacks

### 05 Grocery products Drinks

- 05.01 Juices, soft drinks
- 05.02 Water
- 05.03 Tea
- 05.04 Coffee
- 05.05 Other hot drinks
- 05.06 Other non-alcoholic drinks
- 05.07 Wine
- 05.08 Beer
- 05.09 Other alcoholic drinks

### 06 Other grocery products

- 06.01 Cereals, mueslis
- 06.02 Sweet spreads, honey
- 06.03 Hearty spreads
- 06.04 Delicatessen, antipasti
- 06.05 Dietary food, baby food
- 06.06 Remedies
- 06.07 Food supplements
- 06.08 Other grocery products

### 07 Non-Food

- 07.01 Detergents, cleaning materials/agents
- 07.02 Natural and organic cosmetics
- 07.03 Chemist articles
- 07.04 Textiles
- 07.05 Pet food
- 07.06 Seeds and plants
- 07.07 Household appliances/goods

### 08 Technology and equipment

- 08.01 Packaging
- 08.02 Processing, finishing
- 08.03 Sales equipment

### 09 Raw materials, supplies

### 10 Media, service providers

- 10.01 Publishers, associations, institutions
- 10.02 Certification, inspection
- 10.03 Training, research
- 10.04 Other service providers

## 2. Special characteristics of our products:

- 11.01 Fair
- 11.02 Kosher
- 11.03 Halal
- 11.04 Vegetarian
- 11.05 Vegan
- 11.06 Gluten-free
- 11.07 Lactose-free
- 11.08 Raw
- 11.09 HoReCa
- 11.10 Regional connection of the most important component

## 3. We are

- 12.01 Manufacturer
- 12.02 Wholesaler
- 12.03 Importer/exporter
- 12.04 Service providers
- 12.05 Joint stand organizer

We have taken note of the attached Special and General Conditions of Participation incl. the information on data protection and the admission criteria and we accept them on all points. **The stated company data and exhibits can already be recorded and published.**

Place and date

Company stamp and authorized signature

# Application for admission

D

Nuremberg, Germany  
13–16.2.2019

# BIOFACH2019

into organic

Please return to  
NürnbergMesse GmbH  
Exhibition Team BIOFACH  
Messezentrum  
90471 Nürnberg  
F +49 9 11 8606-128866  
standanmeldung@nuernbergmesse.de

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

**Date for returning:  
immediately**

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 with organic certificate

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

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

Our products are certified as organic by the following certification bodies:

Our certification body is accredited

- to IFOAM
- to the Global Organic System (IOAS)
- to the national law of

Our products from the wild originate from sustainable management in accordance with the directives of

**!** For admission criteria purposes the relevant certificates including annex must be submitted.

## 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 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 purposes of admission criteria control, products must be individually declared, lists of ingredients and an explanation as to why the products are not certified must also 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 the 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 certificates and other proof available on the stand for the admission check. The exhibition management reserves the right in individual cases to reject registered firms or products submitted.**

We hereby confirm the completeness and accuracy of the information given.

Place and date

Company stamp and authorized signature

## 1. Venue, duration, opening hours

Venue: Exhibition Center Nuremberg  
 Duration: Wed 13 – Sat 16 February 2019  
 Opening hours: Wed 13 – Fri 15 February 2019 9:00–18:00 daily  
 Sat 16 February 2019 9:00–17:00

## 2. Organizer

NürnbergMesse GmbH  
 Messezentrum, 90471 Nürnberg, Germany  
 T +49 9 11 86 06-0, F +49 9 11 86 06-82 28  
 info@biofach.de  
 www.biofach.de  
 www.nuernbergmesse.de  
 CEOs: Dr. Roland Fleck, Peter Ottmann  
 Registration Number HRB 761 Nürnberg  
 Chairman of the Supervisory Board: Dr. Ulrich Maly  
 Lord Mayor of the City of Nuremberg

## 3. Contractual terms

The terms for participation in the Trade Fair BIOFACH 2019 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. If NürnbergMesse provides additional exhibition services through a ServicePartner in response to a separate order, the general terms and conditions of business of the respective ServicePartner shall prevail over these Special Conditions for Participation in case of discrepancies.

## 4. Application

The application must be made using the application forms issued by NürnbergMesse A "Application as Direct Exhibitor" or B "Application for your co-exhibitor". Forms C "Entries in the exhibitor and product database on www.biofach.com" and D "Application for admission" must also be completed. 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.com and www.vivaness.com. 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.

**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 "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. 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 form D 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 m<sup>2</sup> (or part thereof) stand space

EUR 161	In-line stand	(1 side open; min. 9 m <sup>2</sup> )
EUR 186	Corner stand	(2 sides open; min. 15 m <sup>2</sup> )
EUR 194	Peninsula stand	(3 sides open; min. 30 m <sup>2</sup> )
EUR 207	Island stand	(4 sides open; min. 60 m <sup>2</sup> )

**Early booking discount: EUR 6/m<sup>2</sup> reduction on the booked stand space for complete registrations received by 30th May 2018.**  
 Minimum stand space is 9 m<sup>2</sup>.

For each commenced m<sup>2</sup> of upper floor stand space a price of 50% of the respective m<sup>2</sup> 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 2 m<sup>2</sup> 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/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 during the event costs EUR 1.50/m<sup>2</sup> and covers the disposal of waste produced by the exhibitor on his stand during the exhibition. The waste disposal service is charged per meter up to a stand space of 500 m<sup>2</sup>; no further charge is made for additional space. The waste disposal service during assembly/dismantling must be ordered extra if the exhibitor does not arrange his own waste disposal. Waste is disposed of in accordance with the Technical Regulations.

## 8. Complete rental stand

All charges 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 complete stand: One of the nine models of stand available can be selected on the enclosed order form "Complete rental stands".

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

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.

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. Modification

The organizer reserves the right to cancel, postpone or relocate the exhibition, to shorten or lengthen the exhibition, or for technical, official or other in the opinion of the organizer 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.

## 12. Assembly and dismantling, passes

Assembly around-the-clock:	Sun 10 February 2019	from 7:00
	until Tue 12 February 2019	19:00

Exhibition stands for which assembly has not commenced by 15:00 on Tuesday, 12 February 2019, will be decorated by the organizer, if they cannot be otherwise disposed of. Costs incurred will be charged to the exhibitor.

Dismantling:	Sat 16 February 2019	17:00–24:00
	Sun 17 February 2019	0:00–22:00
	Mon 18 February 2019	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 19 of the Special Conditions for Participation.**

(Continued)

## 13. 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](http://www.biofach.com).**

## 14. 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 m<sup>2</sup> stand space, plus 1 pass for each further 10 m<sup>2</sup>, up to a maximum of 21 free passes. Joint stands receive 3 additional passes per co-exhibitor. Any additional exhibitor passes needed can be purchased for entitled persons at a price of EUR 42.

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

## 15. 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 12 October 2018.**

- 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).
- Imprint of company name and stand number of exhibitor on **100 print-admission vouchers** – only online redeemable. The exhibitor is only billed for admission vouchers actually exchanged for tickets by visitors.
- **1000 e-codes** (electronic admission vouchers – only online redeemable). The exhibitor is only billed for e-codes actually exchanged for tickets by visitors.
- **100 visitors prospectuses** (in different languages)
- **500 stickers** (printed with stand number of exhibitor)
- **Online banner** with exhibitor's stand number

**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 an **Internet entry** on the exhibition Web site for each exhibitor. This entry is activated circa **all year round** – including after the exhibition – and includes the following services:

- Entry of **company name, address, stand number, hidden e-mail 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 continuously marking 5 products or services as **new products**
- **Company profile** (maximum 4,000 characters)
- Unrestricted assignment to the list of products
- **One free entry for the job market**
- **Link** from the exhibition website to the exhibitor's website. The exhibitor connects a **return link**.
- Entry of company name and stand number in the **online floor plans** (only for direct exhibitors)

- Publication of up to 3 exhibitor's press releases
- Possibility of continuously **updating** the Internet entry
- All-year-round **support** by the online team

The exhibitor agrees to purchase the marketing services at a price of EUR 490. 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.

## 16. 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.

Once a co-exhibitor has been registered, a fee of EUR 490 must be paid if the co-exhibitor then cancels or doesn't take part.

Co-exhibitors are subject to the same conditions as the exhibitor and 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.

## 17. 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.

## 18. 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.

## 19. Rules and regulations

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

● 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.

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

All exhibitor claims against the organizer must be made in writing. The statutory period of limitation begins on 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 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.

# General Conditions for Participation in Fairs and Exhibitions

As per May 2018

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

## 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 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

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.

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. 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. 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

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.

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

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.

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.

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.

## 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 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.

(Continued)

## 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, 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. 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.

## 12. Force majeure, cancellation of event

If the organizer is prevented from holding the event for reasons of force majeure or other circumstances beyond his control, he is required to notify the exhibitors accordingly without delay.

Basically, the claim to stand rental is voided, but the organizer may charge the exhibitor for work carried out to his order to the extent of the costs incurred, insofar as the result of such work may still be of interest to the exhibitor. Should the organizer be in a position to hold the event at a later date, he is likewise required to notify the exhibitors to this effect without delay. Exhibitors are entitled to cancel their participation in the event at the new time within two weeks of receiving such notification, in which case they are entitled to refund or cancellation of the stand rental.

If the organizer is compelled to curtail or cancel an event for reasons of force majeure or other circumstances beyond his control after it has commenced, the exhibitor has no claim to any refund or cancellation of the stand rental.

## 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.

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.

## 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

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.

## 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

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.

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.

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).

# General Conditions for Participation in Fairs and Exhibitions

(Continued)

## 21. Site regulations, contraventions

Exhibitors agree to accept the site regulations during the event in all parts of the exhibition center. The instructions of the organizer's employees, 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 site regulations shall entitle the 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 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 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. NürnbergMesse GmbH, Exhibition Centre, 90471 Nuremberg / data@nuernbergmesse.de or its data protection officer (datenschutz@nuernbergmesse.de) will be glad to answer any questions on this subject.

## 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.

## 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

## 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.