

General Terms and Conditions of Presse-Druck- und Verlags-GmbH (Printed Press and Publishing Company) for the Intersana International Health Fair

1. Event

These General Terms and Conditions of Presse-Druck- und Verlags-GmbH (hereinafter "Event Organiser") apply to participation in the „Intersana International Health Fair" as an exhibitor. The Intersana International Health Fair is held on the premises of Augsburg Exhibition Centre.

2. Registration

Registration for the trade fair is made by registration form. The fully completed and legally binding, signed registration is a contractual offer to the Event Organiser by which the exhibitor is bound until the start of the fair.

3. Admission and Stand Confirmation

- 3.1 The Event Organiser decides on acceptance of the registration by means of a written order confirmation and trade fair contract. Categorically only those exhibitors whose programme and product range correspond to the philosophy of Intersana are admitted. There is no legal right to admission.
- 3.2 Special requests for space, which are taken into consideration whenever possible, do not represent a condition of participation. No exclusion from competition will be granted.
- 3.3 Admission is confirmed in writing by the Event Organiser and only applies to the exhibitors, sub-exhibitors and exhibits named therein. The exhibition contract between the exhibitor and Event Organiser is concluded on sending of admission / stand confirmation by the Event Organiser to the exhibitor and can no longer be terminated.
- 3.4 A hall plan showing the respective position of the stand is either attached to the admission or forwarded.
- 3.5 The Event Organiser is entitled to revoke the granted admission if it has been given due to incorrect conditions or information or if the admission conditions are subsequently removed.
- 3.6 The Event Organiser can exclude individual exhibitors from participation and limit the event to certain exhibitor groups for objectively justified reasons, especially if the space available is not sufficient, if this is necessary to achieve the purpose of the fair. This applies correspondingly to exhibits.

4. Sub-exhibitors

- 4.1 Co-exhibitors (hereinafter "sub-exhibitors") who are also represented on the stand are to be registered by the main exhibitor on the Intersana registration form subject to a fee of 185 € per sub-exhibitor.
- 4.2 Sub-exhibitors are companies who exhibit or appear on the stand next to the main exhibitor. They are also regarded as sub-exhibitors if they have close organisational or economic relations with the main exhibitor. The Event Organiser shall decide in case of doubt. The main exhibitor always remains the party liable for the sub-exhibitor fee. The sub-exhibitor is subject to the same conditions as the main exhibitor. The inclusion of a sub-exhibitor without consent entitles the Event Organiser to terminate the contract with the main exhibitor without notice and to have the stand cleared at the expense of the main exhibitor. The main exhibitor shall not be entitled to any claims for damages.
- 4.3 Accepted sub-exhibitors are included in the official fair catalogue and/or in the fair newspaper due to registration conditions. The same fees are due for this as for the main exhibitor. The main exhibitor undertakes to ensure that the printed documents of the sub-exhibitor are available on time.

- 4.4 It is not permitted to pass on an assigned stand or parts thereof without remuneration or for payment to third parties without the approval of the Event Organiser.

5. Exclusion

The Event Organiser can require that exhibits which are not compatible with the event's objective or that violate the interests of Intersana be removed. If the request is not complied with, the Event Organiser will remove the exhibits with judicial assistance at the expense of the exhibitor.

6. Allocation of Space

- 6.1 The minimum size of a stand is 6sqm. Smaller surfaces are only permitted if such areas inevitably arise due to layout. Each square metre used will be charged in full. All non-right-angled surfaces will be estimated with a right-angled extension. Projections, pillars, columns and installation connecting surfaces are also calculated.
- 6.2 The Event Organiser is expressly entitled to any space allocation it makes. The allocation of space is binding. If the assigned area is not available for a reason not owing to the Event Organiser, the Event Organiser shall provide an equivalent space. If this is not possible, the exhibitor is entitled to a refund of the stand rental. The Event Organiser can, if circumstances so require, assign the exhibitor a different space from the admission or slightly change the stand size. Claims for damages against the Event Organiser are not permitted.

7. Withdrawal of Admission and Stand Space Confirmation

The Event Organiser is entitled to withdraw admission and to re-allocate stand space in the following cases:

- The stand space is not recognisably occupied in good time, i.e. at the latest 24 hours before the official opening.
 - The exhibitor allows a grace period set by the Event Organiser to expire fruitlessly in case of non-payment of stand rental by the specified deadlines.
 - The conditions for stand space allocation are no longer met by the registered exhibitor or the Event Organiser is subsequently provided with reasons whose timely knowledge would have justified non-admission.
 - The exhibitor breaches the internal rules of the Event Organiser.
- In these cases, the Event Organiser reserves the right to assert claims for damages.

8. Stand Rental and Construction

- 8.1 Stand rentals are for the entire duration of the event incl. stand construction and dismantling days per net sqm of exhibition area.
- 8.2 The booked exhibition space does not contain any partition walls, carpeting, furnishings, etc. If no exhibitors' own partition walls or fair stand are available, the ordering of partition walls is required (see form "Ordering Stand Construction"; contractual partner for ordering stand construction is a third-party supplier).
- 8.3 Individual stand sizes and exhibitors' own stand systems are permitted but must be delivered, constructed and dismantled by the exhibitor themselves on their own responsibility. In addition, the overall impression must be maintained and agreed accordingly with the Event Organiser.
- 8.4 All the above amounts are subject to VAT.

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9. Payment Terms

- 9.1 The Event Organiser charges 100 % of the exhibition area rental, incl. additional services ordered, on delivery of the stand space confirmation. Of this sum, 50 % is payable immediately, the remaining 50 % is due seven weeks before the start of the trade fair without discount deduction.
- 9.2 Invoices for other services or deliveries ordered separately are due from the time of performance or delivery at the latest from the invoice date.
- 9.3 If invoices are made to a third party on the instructions of the exhibitor, the exhibitor shall nevertheless remain the party liable of the Event Organiser.
- 9.4 Payments are to be made to the account of the Event Organiser:
Presse-Druck- und Verlags-GmbH
Stadtsparkasse Augsburg
IBAN DE17 7205 0000 0000 0960 08
BIC AUGSDE77XXX
- 9.5 Complaints regarding invoices must be made in writing to the Event Organiser within an exclusion period of 14 days after the invoice has been issued.
- 9.6 In case of default in payment, the Event Organiser is entitled to charge default interest of 9 % above the base rate. The Event Organiser can retain exhibitors' stand equipment and exhibition property for all non-fulfilled obligations in accordance with landlord's right of lien.

10. Exhibitor Withdrawal

- 10.1 Withdrawal or reduction of the exhibition area by the exhibitor after admission is not permitted. The total participation fee and services actually rendered are to be paid. The exchange of unoccupied space by the Event Organiser to maintain overall visual image does not release the exhibitor from their payment obligations. If the exhibitor is granted withdrawal by way of exception following admission by the Event Organiser, the exhibitor shall in any case owe 25 % of the agreed stand rental as compensation and shall reimburse the costs incurred at their behest.
- 10.2 The cancellation must be applied for in writing. It shall only become effective if accepted in writing by the Event Organiser. The Event Organiser may make the granting of withdrawal dependent on the further renting of the stand. If the new lease is successful, the withdrawal shall be deemed as granted; the exhibitor wishing to withdraw is however to bear, in addition to the amounts owed under paragraph 10.1, any difference between the agreed and actual rent paid.
- 10.3 If the stand cannot be otherwise rented out, the Event Organiser is entitled, in the interests of overall image, to move an exhibitor from another stand to the stand not occupied by the exhibitor wishing to withdraw or to fill the stand in a different way. The rights of the Event Organiser under paragraph 10.1 remain unaffected by this. In case of mere filling / decoration, the associated costs shall be borne by the exhibitor in addition to the amount under paragraph 10.1.

11. Force Majeure

- 11.1 If the Event Organiser cannot hold the event due to force majeure, strike or political events, they must immediately inform the exhibitors of this. The claim to stand rental is in principle omitted, but the Event Organiser can charge for work commissioned from them by the exhibitor in the amount of the expenses incurred, so long as the results of the work are still of interest to the exhibitor.
- 11.2 If the Event Organiser is in a position to hold the event at a later date,

they must immediately inform the exhibitors of this. The exhibitors are entitled to cancel their participation on the agreed date within one week of receipt of this notice. In this case, they are entitled to a refund or waiver of the stand rental.

- 11.3 If the Event Organiser needs to shorten or cancel a begun event due to the occurrence of force majeure, the exhibitor has no claim to repayment or waiver of the stand rental.

12. Surveillance and Cleaning

- 12.1 The Event Organiser undertakes general surveillance of the exhibition hall and grounds. The Event Organiser is entitled to perform the control measures necessary for surveillance. The general supervision assumed by the Event Organiser does not limit the exclusion of liability for all damage to property and personal injury. Special guards may only be appointed by the security firm commissioned by the Event Organiser.
- 12.2 The Event Organiser provides general cleaning of the premises and the hall aisles. The exhibitor is responsible for cleaning the stand. All exhibitors are responsible for disposal of the waste produced by them. Empty packaging may not be stored in the stand.

13. Exhibitor Passes

- 13.1 For a stand of 6 sqm of exhibition area, each exhibitor receives two free exhibitor passes after full payment of the agreed stand rental which provide entitlement to free access to the exhibition grounds. The number of free exhibitor passes does not increase with the inclusion of sub-exhibitors. A further exhibitor pass will be issued for each additional 3 sqm of sub-area. A maximum of 10 exhibitor passes can be issued per exhibition stand.
- 13.2 Additional exhibitor passes can be requested from the Event Organiser or issued on-site for 10 € each plus VAT. These passes are intended exclusively for exhibitors known by name, their exhibition staff and representatives. In case of abuse, the pass will be confiscated without replacement. No passes are required for construction and dismantling days.

14. Regulations / Access to Third-Party Exhibition Stands

- 14.1 Exhibitors are not permitted to enter and visit third-party stands outside of the exhibition hours without the permission of the respective stand owner. This also applies to presentation rooms, designated action areas and all other rooms that are the responsibility of the Event Organiser or hall owner. Theft or intentional damage will be reported.
- 14.2 The exhibitor is subject to the trade fair's internal rules during the event throughout the entire site. The regulations for employees of the exhibition centre, who are legitimised by service pass, are to be complied with.

15. Advertising

- 15.1 Advertising of any kind is only permitted within the exhibition stand. This applies especially to the distribution of printed advertising materials, the attachment of posters and direct contact with visitors.
- 15.2 Advertising for firms, institutions or products which are not named in the admission and have not been properly registered, either in or near the stand, is forbidden.

16. Operation of the Stand

- 16.1 Exhibitor firm name and head office must be made clearly visible by means of a stand inscription.
- 16.2 The exhibitor undertakes to fill the stand with the registered goods and services throughout the entire duration of the exhibition. Unless

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the stand has been expressly rented purely for show purposes, the exhibitor is to occupy it with competent personnel for the duration of the exhibition.

17. Dismantling

- 17.1 The stand may not be dismantled in whole or part before the end of the fair. In the event of infringements, a contractual penalty equal to half the stand rental shall be due.
- 17.2 The fair / exhibition area is to be returned, in the same condition in which it was accepted, on the dismantling termination date set by the Event Organiser.
- 17.3 The exhibitor shall be liable for damage to the floor, walls and materials provided for rental or by loan. Material and damage raised are to be rectified by experts. Otherwise, the Event Organiser is entitled to have this work carried out at the expense of the exhibitor.
- 17.4 Stand, fair and exhibition objects that have not been dismantled after the date set for dismantling will be removed and stored by the Event Organiser at the cost of the exhibitor. The Event Organiser assumes no liability for damage or loss of objects resulting from this.

18. Liability, Insurance, Commercial Legal Protection

- 18.1 The Event Organiser shall be liable in full for damages caused by deliberate misconduct or gross negligence of the Event Organiser, its legal representatives or executives.
- 18.2 The Event Organiser is therefore liable for damages caused by gross negligence of ordinary auxiliary persons. The liability is limited to the level of such damages which are typically foreseeable with contracts of this type.
- 18.3 The Event Organiser is therefore liable for any breach of essential contractual obligations. Contractual obligations are essential if compliance with them is of particular importance for achievement of the contractual purpose (cardinal obligations). In the event of a breach of cardinal obligations - unless a case of paragraph 18.1 exists – liability is limited to the level of such damages which are typically foreseeable with contracts of this type.
- 18.4 The limitations of liability in accordance with paragraphs 18.1 to 18.3 do not apply in the event of liability for lack of warranted characteristics, liability under the Product Liability Act and liability for injury to life, body or health.
- 18.5 Liability without fault of the Event Organiser for initial defects in the rental object (guarantee liability) is excluded.
- 18.6 The exhibitor is liable according to legal regulations. The taking out of exhibitor insurance at the exhibitor's own expense is recommended. The exhibitor is to guarantee copyright and other industrial property rights of the exhibits.

19. Sales Regulation

Sales for the order book are permitted on all exhibition days as are likewise direct sales.

20. Exhibitor List / Mandatory Entry / Advertising Cost Flat Rate

Mandatory entry in the exhibitor list includes transfer of the exhibitor's firm address as well as the exhibitor's corporate logo to the alphabetical exhibitor list and basic entry on the trade fair's homepage www.intersana.de (as well as links to the exhibitor's homepage). The exhibitor list furthermore contains the full presentation and supporting programme of Intersana. The advertising cost flat rate fee / mandatory entry is in the amount of 140 € per exhibitor.

21. Picture and Sound Recording

The Event Organiser is entitled to produce photographs, film and video recordings at the trade fair and to use them for advertising and press releases, without the exhibitor being able to raise objections for any reason. This also applies to recordings made directly by the press or television with the consent of the Event Organiser.

22. Final Provisions

- 22.1 Auxiliary agreements shall only be legally binding if confirmed in writing by the Event Organiser.
- 22.2 The mutual rights and obligations arising from this contractual relationship and by reason of this contract are subject to the law of the Federal Republic of Germany.
- 22.3 The place of performance is the head office of the Event Organiser and the place of jurisdiction is Augsburg.

23. Privacy

- 23.1 The processing of personal data takes place in accordance with the applicable legal regulations. Data protection information pursuant to Article 13 of the EU General Data Protection Regulation is made available in a separate document and can be found at the following link: <https://intersana.de/datenschutz.html>
- 23.2 For business customers, the email address of the contact person given during order placement is used for the electronic transmission of advertisements for their own similar goods and services of the Event Organiser. The business customer / contact person has the right to object to this use of their email address at any time without incurring any other costs than the transmission costs according to basic tariffs. Contact information for the execution of revocation is to be found in the imprint on the Event Organiser's website.

As of January 2020