

Application as co-exhibitor

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31.3.–2.4.2020

Nürnberg, Germany 2020

MedtecLIVE

Connecting the medical technology supply chain

We as the direct exhibitor wish to register the company stated below as co-exhibitor
(see item 15 of the Special Conditions for Participation):

Company name of co-exhibitor

Proprietor/Manager

Street

Postcode, Town, Country

Tel. (Company)

Fax (Company)

E-mail (Company)

Internet

VAT Reg No

For processing please forward to
NürnbergMesse GmbH
Exhibition Team
Messezentrum
90471 Nürnberg
F +49 9 11 86 06-12 00 89
medteclive@nuernbergmesse.de
MedtecLIVE is an exhibition of the
MedtecLIVE GmbH

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

**Date for returning
immediately**

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)

Invoices will always be sent to direct exhibitor

Entry in the list of
exhibitors under name

Application as co-exhibitor (please copy this form for additional co-exhibitors) and acceptance of the conditions for participation

1. We as the direct exhibitor confirm that the co-exhibitor will be present with his own personnel and products or services.

Company name of direct exhibitor: _____

2. We agree to pay a participation fee of EUR 550 for each co-exhibitor. The organizer provides each co-exhibitor with marketing services (see item 16 of the Special Conditions for Participation) as well as one ticket for the MedTech Summit 2019.
3. We will assign our co-exhibitor's products to the enclosed list of products on form D.
4. We will enter our co-exhibitor's exhibited articles and/or services on form D.
5. Main product group of our co-exhibitor:
(Please enter only **one** of the product groups 1–6!)

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

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

We can object to the promotional use of our data by MedtecLIVE GmbH at any time by letter (MedtecLIVE GmbH, Messezentrum, 90471 Nürnberg) or e-mail (data@medteclive.com).

Place and date

Company stamp and authorized signature of direct exhibitor

List of products of the exhibition MedtecLIVE 2020

The products and/or services of our co-exhibitor
are to be assigned as follows:

(Please tick as appropriate)

1. Design, R&D

- 1.1 Contract research and development
- 1.2 Studies
- 1.3 Prototyping
- 1.4 Process design and development
- 1.5 Other design

2. IT

- 2.1 Hardware
- 2.2 Software development
- 2.3 Software
- 2.4 IT Security
- 2.5 Graphics/Image Processing
- 2.6 Augmented/Virtual reality
- 2.7 Online services / Apps/Cloud services
- 2.8 Big Data Management
- 2.9 Human machine Interface (HMI)/Machine-Machine Interface (MMI)
- 2.10 Communications technology
- 2.11 Operating Systems

3. Materials, Components

- 3.1 Raw materials
- 3.2 Treated/Processed material
- 3.3 Adhesives
- 3.4 Electronic components
- 3.5 Microtechnology
- 3.6 Motors and controls
- 3.7 Pumps and valves
- 3.8 Other components

4. Processes, Mechanical Engineering, Manufacturing

- 4.1 Surface functionalisation/treatment
- 4.2 Metal processing
- 4.3 Plastic processing
- 4.4 Additive manufacturing
- 4.5 Automation
- 4.6 Mould making
- 4.7 Tool production
- 4.8 Sterilisation
- 4.9 Clean room
- 4.10 Contract manufacturing
- 4.11 OEM
- 4.12 Packaging and packaging technology
- 4.13 Printing, bar coding, labelling
- 4.14 Extrusion

Attention

This sheet is part of the "Application as co-exhibitor".
For the co-exhibitor's entry in the exhibitor and product database at www.medteclive.com it is mandatory to return this form!

5. Measurement, Testing, Validation

- 5.1 Inspections and approvals
- 5.2 Analyses
- 5.3 Testing equipment and systems
- 5.4 Validation
- 5.5 Metrology

6. Services

- 6.1 Regulatory affairs
- 6.2 Documentation
- 6.3 Consulting
- 6.4 Marketing/Sales
- 6.5 Patents & IP
- 6.6 Approval
- 6.7 Certification
- 6.8 Financing/Sponsorship
- 6.9 Translation
- 6.10 Recruitment agency
- 6.11 Clusters/Associations/Lobby groups
- 6.12 Publications
- 6.13 Continuing education/training
- 6.14 Other

Note

For changes/additions to the co-exhibitor's entries in the exhibitor and product database at www.medteclive.com the online editing team will be in contact in good time.

We accept all items of the enclosed Special and General Conditions for Participation. **The stated company data and exhibits can already be recorded and published.**

Special Conditions for Participation in the exhibition MedtecLIVE 2020

Nürnberg, Germany 2020

MedtecLIVE
Connecting the medical technology supply chain

1. Venue, duration, opening hours

Venue: Exhibition Center Nuremberg
Duration: Tue 31 March – Thu 2 April 2020
Opening hours: Tue 31 March – Thu 2 April 2020 10:00–17:00 daily

2. Organizer

MedtecLIVE GmbH
Messezentrum 1, 90471 Nürnberg
medteclive@nuernbergmesse.de
www.medteclive.com

3. Contractual terms

Contractual basis for the participation in the trade fair MedtecLIVE 2020 are the Special and General Conditions for Participation in Fairs and Exhibitions (including supplementary agreement), the house rules of NürnbergMesse, the organizational (e.g. exhibitor information), technical (e.g. Online ExhibitorShop) and other conditions notified or made accessible to the exhibitor before the start of the exhibition. If the organizer or NürnbergMesse GmbH 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. Admission/Stand space confirmation

Item 2 of the General Conditions for Participation in Fairs and Exhibitions is supplemented as follows: The exhibitor agrees to pay a processing fee of EUR 450 if the order for stand space is cancelled prior to receipt of the stand confirmation. Withdrawals from contract after receipt of the stand space confirmation are governed by item 7 of the General Conditions for Participation in Fairs and Exhibitions.

5. Exhibitors and approved exhibition goods

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

6. Rental in exhibition halls

per m² (or part thereof) stand space

EUR 239	In-line stand	(1 side open)
EUR 246	Corner stand	(2 sides open)
EUR 253	Peninsula stand	(3 sides open)
EUR 264	Island stand	(4 sides open)

Early booking discount for complete applications received by 30.9.2019. The following reduced stand space rentals apply: In-line stand EUR 225/m², corner stand EUR 232/m², peninsula stand EUR 239/m², island stand EUR 249/m².

Members of the Forum MedTech e.V. will be granted an additional discount of EUR 10/m² on the rental for stand space.

Minimum stand space is 9 m².

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 per 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 3.50/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.

7. Complete rental stand

All charges apply per m² of stand space (rounded up to nearest full m²), in addition to rental charge for stand space in exhibition halls (see item 6). All pictures are exemplary pictures.

Rental includes:

- Hire of a complete stand.

Further models may be found at www.standconfigurator.com.

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

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

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

Respective orders can be carried out in the Online ExhibitorShop.

8. Payment conditions

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

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

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

If the exhibitor enters a different invoice address on the application form, he authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the exhibitor from his obligation to pay. For subsequent changes to the invoice for which the exhibitor is responsible, the organizer may charge a processing fee of EUR 50.

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

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

9. Insurance

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

10. 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 of the exhibitor from contract resulting from these actions will not be accepted.

11. Assembly and dismantling, passes

Assembly:	Sat 28–Sun 29 March 2020	8:00–20:00 daily
	Mon 30 March 2020	8:00–18:00

Exhibition stands for which assembly has not commenced by 15:00 on Monday, 30 March 2020, will be decorated by the organizer, if they cannot be used otherwise. Costs incurred will be charged to the exhibitor.

Dismantling:	Thu 2 April 2020	17:00–24:00
	Fri 3 April 2020	8:00–20:00

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

12. Stand design

The exhibitor is responsible for stand equipment and decoration.

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

The minimum height is 2.50 m.

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

The maximum stand height in hall 10.0: 5.30 m, in hall 9: 5.80 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 the exhibitor will be charged with the costs.

All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way.

Special Conditions for Participation in the exhibition MedtecLIVE 2020

(Continued)

The exhibitor is liable for damage occurring and will be charged with the costs. Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times.

Floor coverings in the stands are only to be fixed with double-sided adhesive tape (following tapes are to be used: tesafix no. 4964).

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

13.1 Exhibitor passes

Each exhibitor will be given free passes for the operating personnel needed according to the stand size of his exhibition stand. 3 passes will be issued for up to 10 m² stand space, plus 1 pass for each further full 10 m². Any additional exhibitor passes needed can be purchased for entitled persons at a price of EUR 15 each including VAT at the statutory rate.

13.2 Ticket MedTech Summit

Every exhibitor receives one ticket for participating in the MedTech Summit 2020 free of charge. Special areas are excluded. Additional tickets can be purchased via the Forum Medtech Pharma e.V. at reduced costs.

14. Marketing services for exhibitors (= direct exhibitors)

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

● Display of exhibitor's **press information** in the press center.

● Basic advertising material package

- 100 printed admission vouchers (with imprint of company name and stand number of exhibitor)
- 1 e-code (electronic admission voucher code) can be exchanged unlimited and only online.

Admission vouchers exchanged by visitors for entrance tickets are not charged to the exhibitor.

Admission vouchers/e-codes redeemed by customers of the exhibitor **will not** be charged to you.

- 100 stickers (with imprint of stand number of exhibitor)
- 100 visitor brochures

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

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

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

- Entry of **company name, address and logo**.
- Presentation of **5 products** or **services** with one photo, one film and one text of maximum 4,000 characters per product or service.
- Possibility of marking these 5 products or services as **new products**.
- **Company profile** (maximum 4,000 characters).
- Unrestricted assignment to the **list of products**.
- **Link** from the exhibition website to the exhibitor's website. The exhibitor connects a **return link**.
- Publication of up to 3 exhibitor's press releases.
- Entry of company name and stand number in the **online floor plans**.
- Possibility of continuously **updating** the Internet entry.
- All-year-round **support** by the Internet editing team.

The exhibitor also receives the following online advertising aids:

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

The exhibitor agrees to purchase the marketing services at a price of EUR 550. This will be charged together with the stand rental. No reduction in price can be granted if only parts of the package are used.

15. Co-exhibitors

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

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

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

Each Co-exhibitor will be given one free exhibitor pass and one ticket for participation of the MedTech Summit 2020.

16. Participation fee for co-exhibitors

The organizer provides each co-exhibitor with marketing services.

● See item 14 for services included in package

Admission vouchers/e-codes redeemed by customers **will not** be charged to the co-exhibitor.

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

● See item 14 for services included in entry

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

● See item 14 for aids provided

The exhibitor agrees to pay a participation fee at a total price of EUR 550 for each co-exhibitor registered by him. This will be charged together with the stand rental or at a later date. No reduction in price can be granted if only parts of the package are used.

17. Exhibition priority

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

18. Data protection notice

Personal data will be processed by the Organizer as the controller within the meaning of data protection law, by NürnbergMesse GmbH, the Forum MedTech Pharma e.V. and where applicable by ServicePartners of the organizer and NürnbergMesse GmbH, with due regard to the data protection regulations applicable to the support and information provided to customers and interested parties and the performance of the offered services (legal basis: Art. 6 para. 1 letter b EU-GDPR). In accordance with the principle of data minimisation and data avoidance, only that data which is absolutely necessary for the aforementioned purposes will be processed. Personal data will of course be treated as confidential and protected as best as possible by means of appropriate security measures. Only authorised persons engaged in providing technical, commercial and customer administration support will have access to your data. Naturally, appropriate data processing agreements have been concluded to the extent legally required.

Personal data will be retained until the contractual relationship with the Organizer is terminated and until the data is also no longer needed for other legal reasons (e.g. due to statutory retention periods). Every exhibitor has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfilment of the legal conditions, information, rectification, erasure or restricted processing, object to the processing or assert his right to data transferability. The Organizer (MedtecLIVE GmbH, Exhibition Centre, 90471 Nuremberg / data@medteclive.com) will be glad to answer any questions on this subject.

19. Data use for promotional purposes

The Organizer has an interest in cultivating the customer relationship with its exhibitors and providing them with information and offers about its own similar events and services. Therefore, the data transmitted with the submission of the application (company name, address, telephone/fax number and e-mail address) will be processed by the Organizer, the NürnbergMesse GmbH, the Forum Medtech Pharma e.V. and where applicable by ServicePartners of the organizer and NürnbergMesse GmbH to transmit appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GDPR. Objection to the use of data for purposes of direct promotion may be notified to the Organizer at any time; this also applies to profiling if it is directly related to the direct promotion. Once the objection is notified, the data will no longer be processed for this purpose. The objection may be notified without observing formal requirements and without indication of reasons and without incurring separate costs aside from the customary transmission costs at basic rates. The objection should be addressed to MedtecLIVE GmbH, Messezentrum, 90471 Nuremberg, or data@medteclive.com.

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

General Conditions for Participation in Fairs and Exhibitions

As per April 2019

Nürnberg, Germany 2020

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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 by 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 desired stand positions, do not represent a condition for participation.

By signing this form or sending the online form or 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 the same with a stand space confirmation (e.g. e-mail) in writing or text form.

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 stand space stated therein. Other items than those listed and admitted must not 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 the stand 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 or to allot a stand space differing from the one allotted with the admission at a later time. This does not entitle the exhibitor at any claims. The Organizer will notify exhibitors of the necessity for such alteration without delay and, if possible, allot 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 one joint 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 direct 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 sufficiently authorized 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 lessor's 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. Any cancellation declarations made by the exhibitor must always be made in writing or in text form.

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 usually claim that the organizer has benefited from reletting the stand space or part of it or using it for other purposes, especially in the form 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 and/or NürnbergMesse GmbH'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 to the respective contracting party 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.

General Conditions for Participation in Fairs and Exhibitions

(Continued)

Nürnberg, Germany 2020

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10. Exclusion of exhibits

The organizer is entitled to demand the removal of items which have not been listed in the application form or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. If this demand is not complied with, the said items will be removed by the organizer at the expense of the exhibitor. If a violation of 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 equipped 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. Company name and place of business of the exhibitor 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. Approval 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, NürnbergMesse GmbH or a ServicePartner of the aforementioned, must be returned undamaged and in their original condition. Damage caused through improper use or which have not immediately been notified at the time of occurrence must be indemnified by the exhibitor.

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.

In general, the claim to stand rental is voided, but the organizer, NürnbergMesse GmbH or a ServicePartner 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 undue 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 to the exhibition site 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, they are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their withdrawal.

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, NürnbergMesse GmbH or a ServicePartner of the aforementioned. 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 the exhibitor 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.

The exhibitor is only allowed to assign those service contractors authorized by the organizer and in possession of a relevant permit against payment with the production of photographs, drawings and films. Only these service contractors may be commissioned with production before and 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 und stand space clearing

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

If the stand space is not cleared by the end of the official dismantling period, the organizer shall be entitled to charge a fee of EUR 300 per m². The organizer is also entitled to dispose of exhibition stands and/or exhibits left behind at the exhibitor's expense. The organizer accepts no liability for damage to, or loss of exhibition stands and/or exhibits left behind.

18. Supervision

NürnbergMesse GmbH will arrange general supervision in the exhibition center. This does not affect the liability provisions of item 19. Supervision of the own stand and exhibits is at the exhibitor's own responsibility.

The exhibitor is strongly recommended to make his own arrangements for the security of his stands and exhibition items and effect appropriate insurance cover. Valuable items which can be easily removed have to be locked away at night. Additional stand supervision is available at the exhibitor's own expense by using the service contractor engaged by NürnbergMesse.

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 strongly recommended to conclude an exhibitor insurance policy. 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.

General Conditions for Participation in Fairs and Exhibitions

(Continued)

Nürnberg, Germany 2020

MedtecLIVE
Connecting the medical technology supply chain

20. Protection of industrial property rights

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

21. Domiciliary right, contraventions

The exhibitor agrees to accept the house rules during the event of the organizer and NürnbergMesse GmbH in all parts of the exhibition center. The instructions of the organizer's representatives, 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 house rules 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 businessman 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 and its ServicePartners, with due regard to the data protection regulations applicable to the support and information provided to customers and interested parties and the performance of the offered services (legal basis: Art. 6 para. 1 letter b EU-GDPR). In accordance with the principle of data minimisation and data avoidance, only that data which is absolutely necessary for the aforementioned purposes will be processed. Personal data will of course be treated as confidential and protected as best as possible by means of appropriate security measures. Only authorised persons engaged in providing technical, commercial and customer administration support will have access to your data. Naturally, appropriate data processing agreements have been concluded to the extent legally required.

Personal data will be retained until the contractual relationship with the Organizer is terminated and until the data is also no longer needed for other legal reasons (e.g. due to statutory retention periods). Every exhibitor has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfilment of the legal conditions, information, rectification, erasure or restricted processing, object to the processing or assert his right to data transferability. The Organizer (MedtecLIVE GmbH, Exhibition Centre, 90471 Nuremberg / data@medteclive.com) 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 its ServicePartners to transmit appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GDPR. Objection to the use of data for purposes of direct promotion may be notified to the Organizer at any time; this also applies to profiling if it is directly related to the direct promotion. Once the objection is notified, the data will no longer be processed for this purpose. The objection may be notified without observing formal requirements and without indication of reasons and without incurring separate costs aside from the customary transmission costs at basic rates. The objection should be addressed to MedtecLIVE GmbH, Messezentrum, 90471 Nuremberg, or data@medteclive.com.

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

Nürnberg, Germany 2020

MedtecLIVE
Connecting the medical technology supply chain

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 brought into 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 the organizer.

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 GmbH has issued fire regulations, which are displayed throughout the exhibition centre and are part of the contract between the exhibitor and the organizer.

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 provisions 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 manager and event engineering officer

The event manager appointed by the organizer shall ensure compliance with the public safety regulations and particularly the Bavarian Venue Regulations. The event manager is also authorized to close the event. Compliance with instructions issued by the event manager is compulsory.

The name of the event manager and his deputy will be announced in writing a suitable period of time before the respective event.

The event manager has to be informed immediately of any special occurrences that could adversely affect the safety of the event.

The event engineering officer 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 manager or his deputy will be present personally throughout the official opening time of the event, and the event engineering officer or the security manager shall be present during the assembly and dismantling periods as well.

7. Safety instructions

The regulatory authorities, the event manager, event engineering officer and the 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.