

## Special Terms and Conditions of Participation (BTB) of MedtecLIVE GmbH

as a supplement to the General Terms of Participation of NürnbergMesse GmbH (hereinafter: NM) for joint participation in trade fairs and exhibitions in Germany and abroad (hereinafter: ATB)

for the joint participation in the MedtecLIVE Healthtech Pavilion at

**automatica / LASER World of PHOTONICS 2025**  
**24 - 27 June**  
**Munich**

### Organizer

#### MedtecLIVE GmbH

Messezentrum

90471 Nuremberg, Germany

**Managing Director:** Christopher Boss

**Registration number:** HRB 35124 Nuremberg

**Realization on behalf of the organizer:**

NürnbergMesse GmbH

Messezentrum

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### 1. APPLICATION DEADLINE: 28.02.2025

The organizer reserves the right to implement the joint participation in the event that a minimum number of 15 stand partners is not reached. Registrations received after the registration deadline may no longer be considered.

### 2. FORMS OF PARTICIPATION:

The following forms of participation are available:

Complete package BASIC+ and Extended as part of the MedtecLIVE Healthtech Pavilion

#### 2.1 GENERAL SERVICES:

Planning, organization and implementation of the trade fair participation as well as support for the participating companies before and during the trade fair.

#### 2.2 EXHIBITOR-SPECIFIC SERVICES:

The following services are included in the participation fee:

**Complete package Basic+ → 9,900.00 EUR**

- Stand rental incl. high-quality stand construction
- Stand cleaning, waste disposal, electricity/water consumption, WiFi
- 2 exhibitor passes
- 1 lockable counter
- 2 bar stools
- 1 brochure stand
- Graphic panel (logo)
- Meeting areas in the indoor area
- Hostess and catering service on the stand for exhibitors and customers
- Catalog entry in the trade fair catalog as well as corresponding flat rates and fees
- Unlimited number of one-day ticket vouchers for your customers
- Press work and advertising in the run-up to and after the trade fair via the VDMA HealthTech, Bayern Innovativ and MedtecLIVE channels
- Lecture\* in the centrally located trade fair forum at automatica / LASER World of PHOTONICS 2025

\*limited number: first come - first serve.

### Complete package Extended → 11,500.00 EUR

- Performance of Basic+ plus:
- 1 high table
- 1 additional bar stool
- 1 counter graphic (logo)
- 1 monitor

The organizer shall provide the participant with the components / objects belonging to the stand equipment on a rental basis for the duration of the event. These may not be damaged. Damaged components / objects will be repaired or replaced at the expense of the exhibitor.

Any waiver of individual services shall not entitle the exhibitor to a reduction in the participation fee.

The rented space (exhibition area) shall be handed over to the exhibitor as seen. The organizer is not responsible for the structural condition of the rented hall space and the stand construction material.

### 3. PARTICIPATION FEE

The prices stated on the registration forms apply. **The participation fee will not be reduced if individual services are waived.**

### 4. TERMS OF PAYMENT

The contract between the organizer and exhibitor only comes into effect upon admission. A plan showing the location and dimensions of the stand is enclosed with the admission. Upon admission, the participation fee plus statutory VAT is due, payable immediately upon receipt of invoice without deduction.

Invoice amounts are to be transferred within the specified period without deduction, free of charge and in euros, to the account of **MedteclIVE GmbH, HypoVereinsbank, SWIFT HYVEDEMM460 IBAN DE49 7602 0070 0025 6373 48, stating the trade fair title MedteclIVE Healthtech Pavilion**. If the exhibitor indicates a different billing address on the registration form, he authorizes the person/company indicated to receive the invoice and other requests for payment. This does not release the exhibitor from his obligation to pay.

A claim to participation and the allocated stand space only exists after full payment of the invoices. Proof of payment must be provided by the exhibitor.

### 5. NOTES

Registrations will be processed according to the date of receipt.

Please also note the "General Terms and Conditions of Participation" (ATB), which are supplemented by these "Special Terms and Conditions of Participation" (BTB). In addition, the BTB also apply before the ATB of Messe München GmbH.

Nuremberg, 11.06.2024

**General Terms and Conditions of Participation for Joint Participation in Trade Fairs and Exhibitions in Germany and Abroad (hereinafter: ATB) of MedtecLIVE GmbH (hereinafter: MTL)**

**1. Event form**

Joint participations organised by MTL take place as group participations in international or national trade fairs or exhibitions or as special events that are organised independently of such events.

**2. Eligibility to apply**

Companies, associations, clubs and organisations (hereinafter referred to as exhibitors) whose products and services fit into the concept of the (trade fair) event and are in accordance with sections 6 and 7 of these GT&Cs are eligible to register for participation in the joint participation. MTL alone is responsible for checking the relevant requirements.

Companies that are listed on the consolidated sanctions list of the European Union are also not authorised to register or participate. By registering, the exhibitor confirms that his company is neither listed on the above-mentioned sanctions list nor on any other equivalent sanctions lists.

**3. Registration and admission**

3.01 Registration for binding participation shall take place exclusively through timely receipt by MTL of the completed and legally binding signed registration form provided by MTL, recognising these ATB and the attached "Special Terms and Conditions of Participation" (hereinafter: BTB). Any conditions and/or reservations on the registration form are not permitted and are deemed not to have been made.

3.02 The registration deadline for participation in the respective event is set out in the attached BTB.

3.03 MTL shall confirm receipt of the registration in written or text form. This is generated by machine and is valid without a handwritten signature. The application itself or the confirmation of its receipt shall not constitute a legal entitlement to authorisation or to a specific size and/or location of the stand. In particular, MTL is entitled to reduce registered stand areas at its own discretion if the available exhibition space is oversubscribed and also to allocate additional space if this appears necessary for the organisation and planning of the joint company exhibition and is reasonable for the exhibitor.

3.04 MTL will examine the application and admit the exhibitor in accordance with the available exhibition space, the exhibitor's fulfilment of the requirements of the ATB and BTB, taking into account the information on the application form and with regard to the overall framework and concept of the joint company exhibition.

3.05 Exhibitors who have not fulfilled their financial obligations to MTL from previous events may be excluded from admission.

3.06 The contract between MTL and the exhibitor is concluded with legal effect when the authorisation is sent to the exhibitor in written or text form. If the content of the admission deviates significantly from the content of the application, the contract shall be concluded in accordance with the admission if the exhibitor does not object in writing within 2 weeks of receipt. In this case, MTL is obliged to draw the exhibitor's attention to the two-week objection period and the consequences of expiry of the deadline in the admission. A plan showing the location and dimensions of the stand will be attached to the authorisation. MTL shall not be liable for any dimensional differences and any resulting minor differences between the planned and actual size of the stand. It is not permitted to exchange the allocated stand space with another exhibitor or to transfer part or all of the stand space to third parties without the consent of MTL.

3.07 MTL is entitled to subsequently change the type, shape, size, dimensions and location of the stand space provided for the exhibitor in the admission in individual cases, insofar as this is necessary for reasons of safety or public order, for more efficient utilisation of the rooms and areas or to avoid gaps in the exhibition space (e.g. as a result of cancellations) and is reasonable for the exhibitor. MTL shall inform the exhibitor immediately of the necessity of such a measure and, if possible, allocate an equivalent stand area to the exhibitor. If the subsequent change results in a lower stand rental fee, the stand rental fee will be refunded to the exhibitor on a pro rata basis. Otherwise, the exhibitor may not derive any rights from a subsequent change in accordance with Section 3.07.

3.08 The Exhibitor must accept that the location of the other stand areas may have changed by the start of the trade fair or exhibition compared to the time of admission; he cannot derive any claims from this. Exchanging the allocated stand space with another exhibitor or transferring part or all of the stand space to a third party is not permitted without the consent of MTL.

3.09 After admission, the registration and the obligation to pay the participation fee remain legally binding, even if, for example, the Exhibitor's import requests are not or not fully complied with by the responsible authorities, the exhibits do not arrive on time (e.g. due to loss, transport or customs delays) or do not arrive at all for the event, or entry visas for the Exhibitor or his authorised representatives are not available on time.

**4. Assignment, offsetting, right of retention**

The assignment of claims of the exhibitor against MTL is excluded. In addition, offsetting by the exhibitor is excluded, unless there is an undisputed, legally established or ready-for-decision claim against MTL.

**5. Withdrawal**

5.01 MTL is entitled to revoke the authorisation or withdraw from the contract in the following cases:

- An application for the opening of insolvency proceedings against the exhibitor's assets has been filed, rejected for lack of assets or insolvency proceedings have already been opened. The exhibitor is obliged to inform MTL immediately of the existence of such circumstances.
- The requirements for stand space confirmation on the part of the registered exhibitor are no longer met or the organiser subsequently becomes aware of reasons which, if known in good time, would have justified non-admission.
- In the event of non-payment of the participation fee or parts thereof by the stipulated dates, the exhibitor shall allow a grace period set by the organiser to expire without result.

In these cases, the organiser also reserves the right to assert claims for damages. The Exhibitor shall not be entitled to claim damages.

5.02 The Exhibitor may withdraw from the contract up to the closing date for registration, which is specified in the BTB.

5.03 After admission, cancellation by the Exhibitor is no longer possible. If the exhibitor nevertheless decides not to occupy the stand space allocated to him, he must

- to pay the entire participation fee if the space cannot be rented to another party by MedtecLIVE or
- to pay 40% of the participation fee as compensation for expenses if the space is rented to another party by MTL, up to a maximum of EUR 500.00. The exhibitor shall be permitted to prove that no loss at all or a significantly lower loss has been incurred.

5.04 Cancellation by the exhibitor (Section 5.02) or waiver of the allocated stand space (Section 5.03) shall only become effective upon receipt of the written declaration by MTL.

**6. Stand equipment, design and labelling**

Equipment and individual design of the stands, insofar as they exceed the services of the participation organisers specified in the BTB, are the responsibility of each exhibitor at their own expense. However, the construction regulations applicable at the event location and the construction guidelines of MTL shall be decisive for the type of design. The construction height is 2.50 metres. Exhibits may be built higher than this in individual cases. This requires the prior consent of MedtecLIVE. The exhibitor is obliged to coordinate his individual design measures with MTL in advance. If a stand design contravenes the requirements of Section 6, MTL is entitled to remove it or have it removed or altered or have it altered at the exhibitor's expense.

## 7. Exhibition goods, direct sales and stand personnel

7.01 All exhibits must be listed individually and precisely labelled in the application in accordance with Section 3.01. Exhibits that are flammable, have a strong odour or whose presentation is associated with noise may only be exhibited with the prior consent of MTL. Exhibits may not be removed for the duration of the event. The exhibitor is responsible for securing copyrights or other industrial property rights to the exhibits.

Direct sales (individual sales to visitors) are only possible with the prior consent of MTL. The trade fair organiser's regulations in this regard must be complied with.

The exhibitor is obliged to ensure that the stand is supervised by a specialist and linguist for the entire duration of the event.

7.02 If exhibited goods do not fulfil the requirements of Section 7.01, MTL is entitled to demand the removal of these goods at the expense of the exhibitor. If the exhibitor fails to comply with a written request to remove the goods within a reasonable period of time, MTL may demand a contractual penalty of EUR 5,000.00.

## 8. Transport, assembly and dismantling of exhibition goods and stand equipment

The transport of exhibition goods to the exhibition stand and back, the storage of empties, the use of lifting and conveying equipment, the deployment of personnel for packing and unpacking, the erection of exhibition goods and their dismantling, repackaging and other related activities are the sole responsibility of the exhibitor. Any liability on the part of MTL for this is excluded.

## 9. Vinsurance, liability and accident protection

9.01 The exhibitor is responsible for insuring the exhibits against all risks during transport and during the event, in particular against damage, theft, etc. The exhibitor is responsible for taking out a corresponding insurance policy. The conclusion of appropriate exhibitor insurance is strongly recommended.

9.02 MTL shall only be liable without limitation in cases of wilful intent or gross negligence and for damages due to injury to life, limb or health. In all other cases, MTL shall only be liable

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the exhibitor may regularly rely.
- insofar as MTL is legally obliged to take out liability insurance or this is customary.
- to the extent that MTL has claimed a special degree of trust for itself or to the extent that MTL holds a qualified position of trust.

In these cases, however, MTL shall only be liable for foreseeable damage typical of the contract (and therefore not generally for consequential damage) and even then only up to a maximum of EUR 100,000.00 per claim. The limitation of liability applies to entrepreneurs, legal entities under public law and special funds under public law. Otherwise, liability for simple or medium negligence is excluded. This limitation of liability also applies to the behaviour of MTL's vicarious agents and assistants.

9.03 The Exhibitor shall be liable for any damage culpably caused by him, his employees, his authorised representatives or his exhibition objects or equipment to persons or property.

MTL is authorised to prohibit the exhibiting or commissioning of machines or equipment with regard to accident prevention at its discretion.

9.04 The exhibitor is obliged to install protective devices on the exhibited machines or equipment that comply with the accident prevention regulations of the employers' liability insurance association.

## 10. Circular letter

After stand space has been allocated, exhibitors shall be informed by means of circulars on matters relating to the preparation and organisation of the joint exhibition. The exhibitor shall be solely responsible for any consequences arising from non-compliance with these circulars.

## 11. Restrictions

11.01 Laws, regulations and directives of the competent authorities of the Federal Republic of Germany that deviate from these ATB and BTB or cause additional restrictions shall take precedence at all times. MTL shall not be liable for any damage or other disadvantages arising for the exhibitor as a result.

11.02 MTL is entitled to postpone, shorten, extend or cancel the joint exhibition, as well as to close it temporarily or permanently and in individual parts or as a whole, if unforeseen events such as force majeure, natural disasters, war, unrest, strikes, failure or obstruction of transport and/or communication links require such a measure. In the event of postponement, shortening, extension or closure of the event, the exhibitor shall not be entitled to compensation for any damages incurred or arising as a result. If, as a result of such a measure, participation in the event is no longer of interest to the exhibitor and he therefore waives his right to occupy the space allocated to him, he may withdraw from the contract. Cancellation must be declared in writing within a reasonable period of time after becoming aware of the change. In the event of cancellation of the event, MTL shall not be liable for any damages or other disadvantages incurred by the exhibitor as a result.

## 12. Limitation period

With the exception of § 548 BGB, claims of the exhibitor against MTL shall lapse within 12 months. The limitation period shall commence at the end of the month in which the final day of the event falls. Excluded from this are claims for injury to life, limb or health and/or claims for damages due to grossly negligent or wilful damage caused by MTL. The statutory provisions apply in this respect.

## 13. a. Data protection notice

Personal data is processed by MedtecLIVE as the responsible body within the meaning of data protection law and, if applicable, by its service partners in compliance with the relevant data protection regulations for the support and information of customers and interested parties as well as for the processing of the services offered (legal basis: Art. 6 para. 1 lit. b EU-GDPR). In accordance with the principle of data minimisation and data avoidance, only data that is absolutely necessary for the stated purposes is processed. Personal data is of course treated confidentially and protected in the best possible way by appropriate security measures.

Only authorised persons who are involved in technical, commercial and customer administration support have access to your data. Where required by law, the corresponding order processing contracts have of course been entered into. Personal data will be stored until the contractual relationship with MedtecLIVE has ended and the data is no longer required 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 supervisory authority for data protection and can request information, correction, deletion or restricted processing, object to the processing or assert their right to data portability under the legal requirements. MedtecLIVE GmbH or its data protection officer will be happy to answer any questions you may have. Further information on data protection, in particular on contact options, can be found at [www.medteclive.com/de/datenschutz](http://www.medteclive.com/de/datenschutz).

## 13.b. Use of data for advertising purposes

MedtecLIVE is interested in maintaining the customer relationship with its exhibitors and providing them with information and offers about its own similar events and services or those of its subsidiaries. Therefore, the data submitted with the registration (company name, address, telephone/fax number and e-mail address) will be processed by MedtecLIVE itself and, if necessary, passed on to its service partners and subsidiaries and processed by them in order to send corresponding event-related information and offers by e-mail in accordance with Art. 6 para. 1 lit. f EU-GDPR.

**The use of the data for the purpose of direct advertising can be objected to at any time vis-à-vis MedtecLIVE GmbH;** this also applies to profiling insofar as it is associated with direct advertising. If an objection is made, the data will no longer be processed for this purpose. The objection can be made informally without giving reasons and without incurring separate costs in addition to the usual transmission costs according to the basic rates. Further information on data protection, in particular on exercising your rights as a data subject and your contact options, can be found at [www.medteclive.com/de/datenschutz](http://www.medteclive.com/de/datenschutz).

#### **14. Final provisions**

14.01 With regard to the scope of services covered by the participation fee, full reference is made to the BTB.

14.02 If the exhibitor has placed orders with MTL for chargeable special services, the costs incurred will be invoiced to the exhibitor.

14.03 In the event of disagreement, the Special Terms and Conditions of Participation shall take precedence over the General Terms and Conditions of Participation.

14.04 The mutual rights and obligations arising from this contractual relationship are subject to the law of the Federal Republic of Germany.

14.05 Place of fulfilment, place of jurisdiction

The place of fulfilment is Nuremberg. This shall also apply to the place of jurisdiction if the exhibitor is an entrepreneur, a merchant or a legal entity under public law or has no general place of jurisdiction in Germany. MTL is also entitled to sue the exhibitor at its general place of jurisdiction.

14.06 Severability clause

Should individual provisions of the ATB or BTB be or become wholly or partially invalid, inapplicable or unenforceable, or should there be a loophole in this contract, this shall not affect the validity of the remaining provisions. In such a case, the parties are obliged to replace the invalid, inapplicable, unenforceable or incomplete provision with a valid, applicable, enforceable and complete provision that corresponds as closely as possible to the original economic intention.

14.07 Written form

Agreements that deviate from these terms and conditions or the provisions supplementing them must be made in writing.