General Participation Terms and Conditions MVS Medizinverlag Stuttgart GmbH & Co. KG

The General Participation Terms and Conditions for Exhibitions, seminars, symposia and other presentation events apply for all events which are held by MVS Medizinverlag Stuttgart GmbH & Co. KG – hereinafter referred to as the „Organizer“.

They apply for legal entities, especially businesses, companies, corporate bodies and institutions, which act as exhibitors, organizers of seminars, symposia and other presentation events – hereinafter referred to as „Participants“. The Organizer Terms and Conditions are - to a large degree - in line with the General Participation Guidelines for trade fairs and Exhibitions of the Interessengemeinschaft Deutscher Fachmessen und Ausstellungsstätte (IDFA - Community of Interests of German Specialist Fairs and Exhibition Towns and Cities) and are supplemented by Special Participation Terms and Conditions.

1. Registration application

Participants may submit their registration applications for an event by letter, e-mail or fax together with the name of the Participant, the full company and invoicing address and the telephone and fax number and the e-mail address on the "registration" form which has to be carefully completed and accompanied by a legally binding signature. If the Participant and invoice recipient are not identical, the Participant shall be responsible for assuming the costs incurred by the invoice recipient. Only registration applications received in a text form are accepted. This registration application constitutes a contractual offer to the Organizer.

With the signature on the registration application, the "General Participation Terms and Conditions" are recognized as binding for the Participant. It is responsible for ensuring that also those persons, sub-contractors and additionally represented companies engaged by it for a particular event shall be obliged to observe these Terms and Conditions.

2. Admission/Confirmation

The Organizer shall decide on the admission of the Participant and the reported subject matter to be presented at the event by means of a written admission confirmation with the contact information of the contact person for the designated registration. Reservations or conditions included in the registration application shall require the written confirmation of the Organizer in order to be valid.

The Organizer may exclude individual participants from participating for factually justified reasons, especially if the available place or room or the available time in the event program is not sufficient and if it is necessary to restrict the event to a certain group of participants for achieving the objective of the Exhibition or event. The Organizer is also entitled to limit the reported Exhibition or presentation items, products and themes and also make a change in the reported areas and program places.

The admission shall only apply for the reported Exhibition and presentation items, products and themes, for the participants specified in the confirmation, for the stand areas and space stated therein together with the presentation time. Only the reported and admitted items, products and themes may be exhibited.

If, at the time of the receipt of his/its application, the Participant cannot be offered a stand area or space or program place on account of capacities already reserved by third party applicants, the application shall remain valid if another participant withdraws his/its application.

3. Stand Area Limitation

The distribution of stands will be made by the Organizer taking due account of the subject matter and classification of the individual event and the space facilities which are available. Placement requests expressed in the application shall be observed as far as possible. The time sequence of the application received is not exclusively relevant and decisive for the allocation of stand areas.

The Organizer shall be entitled to change the size, form and position of the allocated stand areas. The Organizer will immediately notify the Participant of such action and allocate it to another equivalent stand area if possible. If the rental charge for the stand area is changed, then either reimbursement of subsequent charging will be made.

The exhibiting Participant shall be entitled to withdraw his/its application within one (1) week from receipt of the notification; claims for damages shall be mutually excluded as far as both parties are concerned.

An exchange of the allocated stand area with another exhibiting Participant and a partial completion of the stand area to a third party shall not be permitted without the consent of the Organizer.

4. Joint Exhibitors, Sub-Exhibitors and Represented Companies

If several exhibiting participants rent a stand area together, they will be required to designate a joint authorized representative and only the Organizer shall be entitled to negotiate with this representative. The registration of one or several sub-exhibitors may only be made in exceptional cases and is subject to a special charge. Sub-exhibitors are all companies which exhibit or appear on the stand area in addition to the main exhibitor. The registration of sub-exhibitors is the responsibility of the Organizer. The registered main exhibitor shall be liable for compliance with and settlement of all obligations by the sub-exhibitor(s). The main exhibitor shall be the liable party, also for the sub-exhibition letting charge. Sub-exhibitors are included in the list of exhibitors if the relevant data is available to the Organizer on the specified dates.

The inclusion of a sub-exhibitor without approval shall entitle the main exhibitor to terminate the contract with the main exhibitor without notice and to have the stand cleared at the stand owner’s expense. The exhibiting Participant shall not be entitled to enforce any claims for damages.

5. Rent, Prices and Right of Lien

The amount of the rent, prices and modes of payment can be seen in the offer and also in the Special Terms and Conditions of Participation, the contract and the registration confirmation.

Payment of the invoice on the specified due dates is a prerequisite for the occupation of the allocated stand area, together with the relevant space and program place. Invoice-related objections may only be taken into account if they are submitted in writing within fourteen (14) days from the invoice date. In order to secure its claims, the Organizer shall reserve the right to exercise a Lessor’s lien and to sell the pledged property on the open market after having issued a written notification. No liability for damages sustained by the pledged property shall be assumed – with the exception of willful intent or gross negligence.

6. Withdrawal from the Application, Revocation of the Registration and Exclusion of Certain Items

After the registration has been notified, the Participant shall also pay the full rent and the full price even if it withdraws from the contract or has not attended the Exhibition. Withdrawal from the contract must be made in writing. The Organizer shall also reserve the right to enforce claims for damages. If the Organizer succeeds in effecting a replacement renting of the stand area and/or space or a replacement issue of the program place, it shall retain a claim to cost sharing against the first participant withdrawing from the contract equivalent to an amount of 50 % of the invoiced rent or price. The withdrawing party shall be entitled to prove that the requested collaboration is too high.

The Organizer shall be entitled to revoke the registration and to rent the stand area, space and the program placement to another party if

- if the stand is not clearly occupied on time, i.e. at the latest 24 hours before the official opening;
- if the Participant allows a grace period set by the Organizer to pass in vain in the event of non-payment of the rent or the price on the specified due dates;
- if the prerequisites for their allocation by the registered participant are no longer valid or if the Organizer has subsequently become aware of reasons, a timely knowledge of which would justify non-recognition of the aforesaid;
- if the internal rules and regulations of the Organizer are breached;
- if the products of the Participant do not comply with the nomenclature of the Exhibition or the event or if they do not comply with the details in the application if such details were requested.

The Organizer also reserves the right to enforce claims for damages in the aforesaid cases.

The Organizer may insist that items are removed which were not included in the application or which prove to be annoying, dangerous or inappropriate for the Exhibition or presentation. In case this request is disregarded, the removal of the items concerned will be made by the Organizer at the cost of the Participant.

7. Force Majeure

If the Participant is unable to participate on account of circumstances which are attributable to neither to Participant himself/itself nor to the Organizer, the agreed price shall be reduced by one half; Section 6 remains applicable.

If the Organizer is unable to hold the event on account of a Force-Majeure-Event, it shall inform the Participant without delay.

a) The claim to payment of the purchase price shall basically lapse but the Organizer shall be entitled to charge contracted work commissioned by himself/itself in the amount of the expenses incurred if the results of the work are still of interest to the Participant.

b) If the Organizer is able to hold the event at a later date or at another reasonable place, it shall inform the Participants thereof immediately. The Participants shall be entitled to refuse their participation on the amended date or place within one (1) week from receipt of the notification; they shall be entitled to reimbursement or remission of the price in this case.

If the Organizer shortens or cancels an already commenced event on account of a Force-Majeure-Event, the Participants shall have no claim to reimbursement or remission of the rent or the price.

8. Liability, Insurance, Accident Prevention

The Organizer shall only be liable to the Participant and his/its agents or representatives for damages demonstrably incurred during the event on the event site up to an amount of EUR 2,500 if he/it or his/its vicarious agents are at fault; the aforesaid liability restriction shall not apply in cases of willful intent or gross negligence. The Organizer shall only be liable for willful intent or gross negligence in respect of damages caused by the breakdown of equipment or
installations as a result of operational disruptions or any other occurrences or circumstances having a negative effect on the event.

The Participant shall be liable to the Organizer in accordance with the relevant legal regulations. It is urgently recommended that that it should take out an appropriate insurance.

The Participant shall be obliged to affix safeguards in accordance with the mutual indemnity association regulations regarding the machinery and equipment exhibited or presented. The Organizer shall be entitled to refuse the Exhibition or operating of machinery and equipment if the aforesaid safeguards are wholly or partially missing or if they do not function properly or only partially. The Participant shall also be obliged to comply with the safety and fire police regulations and also the assembly room regulations (VSStVO) in their current version. The Organizer expressly excludes any liability for theft; the aforesaid liability restriction shall not apply in cases of wilful intent or gross negligence.

9. Stand Setup, Stand Fittings and Stand Arrangement

The Exhibition stand has to be adapted to the overall plan for the Exhibition. The Organizer reserves the right to forbid the stand setup of inappropriate or inadequately structured stands or to change the aforesaid at the cost of the exhibiting Participant.

Other exhibiting Participants may not be impeded or troubled and other stands may not be adversely affected as far as their visibility or accessibility is concerned. The exhibiting Participant shall be obliged to mutually respect the interests of co-exhibitors.

The stand must be properly fitted and appointed during the whole duration of the Exhibition at the specified opening times and must be occupied by qualified personnel. The stand setup must be completed by the final setup time limit and the stand has to be cleared of all packaging material. It is not allowed to remove Exhibition goods or to dismantle stands prior to the closure of the Exhibition.

The name, i.e., the designation, and address or the registered office of the exhibiting Participant must be clearly visible by means of appropriate stand lettering.

The approval of the Organizer is required for exceeding the specified height limits for stands. The same shall apply to the Exhibition of particularly heavy Exhibition goods, for which foundations or special items of equipment are required.

After the Exhibition closure, the basic foundation must be returned undamaged if it was set up by the Exhibitor and the original condition has to be re-established. Any damages which are caused by improper handling or which were not reported immediately after any damage was sustained have to be compensated by the Participant. Exhibition goods which are still on the stands after the final dismantling date may be removed and stored at the expense of the exhibiting Participant.

10. Advertising

Advertising of all kind shall only be permitted within the stand area rented by the Participant or the space for companies, corporate bodies, organizations or institutions of the Participant and only for the products or goods which are produced and sold by Participant insofar as the aforesaid have been duly reported and registered.

Loudspeaker advertising and presentations shall be subject to the Exhibitor’s written approval. The same shall apply to the use of other equipment and installations as a result of which an increased advertising effect is to be achieved in an optical, acoustic or in any other way.

Advertising of a political nature shall basically not be permitted.

11. Direct Sale

Direct sale is basically not permitted unless this has been explicitly permitted in accordance with the Special Participation Conditions. In this case, the sale items must be accompanied by clearly legible price labels; the Participant shall be responsible for acquiring and complying with commercial and sanitary police approvals.

12. Setup and Dismantling, Permits and Exhibitor Permits

The exhibiting Participant shall be obliged to set up the stand structure in accordance with the specified stand sizes and to ensure that other exhibiting participants are not impeded by his/its stand setup work. This shall also apply to the stand height. In the event of any non-compliance, the necessary changes may be made at the cost of the exhibiting Participant.

The exhibiting Participant will carry out the setup and dismantling of the stand at his/its own expense. The specified times for setup and dismantling work will be notified by the Organizer and must be observed. Any premature dismantling is only possible with the written consent of the Organizer.

The exhibiting Participant will be given setup and dismantling passes free of charge for himself/itself and for any auxiliary persons engaged during the setup and dismantling function. These passes shall only be valid during the setup and general legal venue in Germany.

dismantling phase and shall not entitle the pass holders to enter the exhibition site during the Exhibition.

The exhibiting and presenting Participants will receive a limited number of passes for himself/itself and for persons engaged by him/it during the term of the Exhibition regardless of the stand size and/or presentation scope, with the aforesaid passes granting free entry onto the Exhibition site.

The passes will be issued in the name of the exhibiting or presenting establishment, company, organization or institution and shall be signed by the pass holder. They are not transferable and are only valid together with an official identity card. The pass shall be withdrawn and not replaced in the event of any abuse.

The number of passes will not be increased if any sub-exhibitors are included. If any additional passes are required, these may be obtained for a charge.

13. Monitoring

The general monitoring of the Exhibition site is carried out by agents of the Organizer. The liability arrangement laid down in Section 8 is not affected by the general monitoring services.

The exhibiting Participant is urgently recommended to make his/its own arrangements for monitoring his/its stand and his/its Exhibition and presentation items and to avert any losses by means of appropriate insurance cover. Valuable and easily removable items should be kept under lock and key during the night.

For any supplementary stand monitoring, the exhibiting Participant should utilize the services of the security company engaged by the Organizer, at the Participant’s expense.

14. Stand Cleaning

The Organizer shall be responsible for general cleaning of the Exhibition site. Cleaning of the individual stands is the responsibility of the exhibiting Participants; such cleaning must be completed daily before the Exhibition opens. If the stand cleaning is subcontracted, the exhibiting Participant should utilize the services of the cleaning company utilized by the Organizer, at the Participant’s expense.

The Organizer shall arrange for the aisles between the stands to be cleaned every day and shall arrange the necessary cleaning. The relevant costs will be charged to the exhibiting Participants in accordance with the contract depending on the stand size.

15. Photography, Visual and Sound Recordings

The Organizer shall be entitled to have photographs, sound and visual recordings of the Exhibition and presentations, of the Exhibition buildings and stands and the individual items exhibited or presented and to use the aforesaid for advertising and press publication purposes whereby the Participants may not raise any objections whatsoever in the aforesaid respect. This shall also apply to recordings which are directly produced by the media with the Organizer’s consent.

Assignments for photographing Exhibition stands in exchange for compensation may only be granted by the exhibiting Participant to photographers who are registered with the Organizer and hold a corresponding pass. The aforesaid photographers may only be assigned with the production of photographs before the opening and after the close of daily opening times; no other photographers shall be permitted to enter the exhibition site during such time.

16. Industrial Property Rights

The safeguarding of copyrights or any other industrial property rights to the Exhibition or presentation goods shall be subject to the Participant’s responsibility. A six-month proprietary protection from the commencement of an exhibition shall only be effective in accordance with the Law on Protection of Inventions, Designs and Trademarks dated March 18, 1904 (RGBl. page 141) if the Federal Minister of Justice has published a corresponding announcement in the Federal Gazette (Bundesgesetzblatt) for a specific exhibition.

17. Domiciliary Rights of the Organizer, Breaches of such Rights

The Participant hereby submits himself/itself to the domiciliary rights of the Organizer on the whole site during the event. Instructions given by the employees of the Organizer must be duly observed.

Breaches of the General Participation Terms and Conditions, the Special Participation Terms and Conditions or the regulations relating to the domestic law of the Organizer shall entitle the Organizer to an immediate closure of the stand or the relevant space at the exhibiting or presenting Participant’s expense, and without any liability for damages.

18. Place of Performance and Legal Venue

The place of performance is Stuttgart, Germany. This shall also apply to the legal venue if the Participant is a fully qualified merchant (under German law), or a legal entity under public law or has no