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COMPAMED

Düsseldorf
15/11–18/11/27

**COMPAMED 2027**
International Trade Fair
High tech solutions for medical technology

# Conditions of Participation


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# A Special Conditions of Participation

## 1 Organizer

Messe Düsseldorf GmbH
Messeplatz
Stockumer Kirchstraße 61
40474 Düsseldorf
Germany
Postal address:
P.O. Box 10 10 06
40001 Düsseldorf
Germany
Telefon: +49 211 4560-01
Telefax: +49 211 4560-668
Internet https://www.messe-duesseldorf.de
**(referred to as Messe Düsseldorf in the text)**

## 2 Title of event

**COMPAMED 2027**
International Trade Fair
High tech solutions for medical technology

## 3 Sponsors

No sponsors

## 4 Venue

Düsseldorf, Exhibition Centre
Halls 8a and 8b

## 5 Duration, opening times and dates

Start of hall planning:
15/04/27

Stand construction:
09/11 - 04/11/27
(On the last day of build-up until 10pm)

Duration:
15/11 - 18/11/27

Opening times:
15/11 - 17/11/27
10 am - 6 pm
18/11/27
10 am - 4 pm

Stand dismantling:
18/11/27 from 4 pm - 22/11/27 until 4 pm

## 6 Product categories

The offer only comprises products and services for COMPAMED 2027. Main structures of the offer:

1. Manufacturing, Lifecycle & Obsolescence Management
2. Components, Modules & Systems
3. Materials, Chemicals & Surface Technologies
4. Compliance, Quality, Regulation & Market Access
5. Software, Digitalization, Cybersecurity & Future Technologies

Newly manufactured products only will be permitted as exhibits. Secondhand machinery and agents for second-hand machinery will not be admitted to the exhibition.

Exhibitors are required to list on their application form the product codes from the Product categories which correspond with the goods they intend to show and at the same time to select the appropriate product section. If exhibits fall under more than one product section then these should all be listed on the application form. Only products with a listed product code can be admitted and exhibited. Texts on application forms that deviate from the product codes in the Product categories (Part B of the Exhibitor Invitation) will not be considered.

## 7 Participation fees

The following net participation fees have been set for COMPAMED 2027. Prices apply as per square metre of floor space.

| | | |
|---|---|---|
| **Row stand** (1 side open) | € | 307.00/m² |
| **Corner stand** (2 sides open) | € | 318.00/m² |
| **End of block stand** (3 sides open) | € | 324.00/m² |
| **Island site** (4 sides open) | € | 337.00/m² |

**Stand construction:** for cancellation conditions see Section 5 of the General Conditions of Participation

| | | |
|---|---|---|
| **A2** | | |
| **Row stand** (1 side open) | € | 129.95/m² |
| **Corner stand** (2 sides open) | € | 129.95/m² |
| **P1** | | |
| **Row stand** (1 side open) | € | 142.95/m² |
| **Corner stand** (2 sides open) | € | 142.95/m² |
| **S3** | | |
| **Row stand** (1 side open) | € | 157.95/m² |
| **Corner stand** (2 sides open) | € | 157.95/m² |
| **T1** | | |
| **Row stand** (1 side open) | € | 161.95/m² |
| **Corner stand** (2 sides open) | € | 161.95/m² |
| **H2** | | |
| **Row stand** (1 side open) | € | 166.95/m² |
| **Corner stand** (2 sides open) | € | 166.95/m² |
| **B4** | | |
| **Row stand** (1 side open) | € | 183.95/m² |
| **Corner stand** (2 sides open) | € | 183.95/m² |

| | | |
|---|---|---|
| **Co-exhibitor fee (Fee for possible displays and presentations)** | € | 1,050.00 |
| **Withdrawal fee before admission** | € | 945.00 |
| **Media fee*** | € | 995.00 |
| **Waste-disposal fee during fairtime** (maximum € 1,350.00 for space more than 499 m²) | € | 2.70/m² |
| **Additional exhibitor passes** | € | 48,60/each |

We charge a fee of € 150.00 for each invoice revision requested by you.

* The media fee to be paid by every exhibitor serves the publishing of the exhibitor data in the electronic media and possibly other media along with use of the event's Internet page by the exhibitors. The contents of the media lump sum are specified in the OOS (under the tab „information").

The price of each service can be found at the relevant point in the OOS. An advance payment for these services (see clause 14 part 5 of the General Terms and Conditions) will be charged on the basis of the amount charged for the last event. Exhibitors who did not participate in the latest event must have to make such advance payment in the amount of € 25.00 per square metre. After-fair settlement of accounts shall be based on services actually ordered.
An additional charge of € 0.60 per m² is levied as a contribution to the Confederation of German Trade Fair and Exhibition Industries (AUMA).
The regular minimum stand space is 12 m². Smaller areas are possible only if they become available during hall planning. Space will be provided in units of a square metre. Part of a square metre will be charged as a full unit. In computing the charge for space that is not rectangular, the area making up a rectangle will be included. Projections, pillars, columns and space for installation connections will all be included in space costs.
**The participation fee does not include any stand partitions.**
The participation and all other charges will be calculated in Euro. These are net prices which means they do not include VAT and/or other charges

for Goods and Services. Such taxes, fees or duties - if applicable – shall be borne and paid by the exhibitor in addition to the contract price as stated. The Exhibitor will effect all payments due hereunder without holding of, deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by any governmental authority in connection with this Agreement. If the exhibitor becomes obligated by law to make such withholding or deduction at source, the exhibitor will pay to Messe Düsseldorf GmbH such additional amounts as may be necessary to enable Messe Düsseldorf GmbH to receive on the due date a net amount equal to the full amount which it would have received the payment has not been subject to the taxes. The exhibitor shall promptly pay all of the taxes, deductions and withholdings and shall not later than eight business days after receiving the same, furnish Messe Düsseldorf GmbH with such certificates, receipts or other documents confirming receipt by the competent authority of such payments.

## 8 Exhibitor passes

The exhibitor passes (see No. 7 of the Special Conditions of Participation) are exclusively for the exhibitor, his/her stand staff and representatives. In the case of misuse the passes will be withdrawn without replacement.
Every exhibitor will receive 3 exhibitor passes, free of charge, for a stand measuring up to 20 m². One extra exhibitor pass will be made available for each additional 10 m², or part thereof, up to a maximum of 50 passes. Additional exhibitor passes for which the exhibitor will be invoiced can be ordered from Messe Düsseldorf in due course. 2 exhibitor passes, free of charge, will be made available to each co-exhibitor on payment of the co-exhibitor fee.

## 9 Derogations / Additions

In addition to and notwithstanding the General Part of these Terms and Conditions of Participation, the following applies to COMPAMED 2027. These provisions apply equally to all exhibitors and stand organisers.

**9.1 Manufacturer principle**
Notwithstanding Clause 2(1) of the General Part, only companies that are demonstrably manufacturers of the registered products, components, materials or technologies and that bear actual responsibility for their own development, manufacture and product liability shall be admitted to COMPAMED 2027.
The following, in particular, will not be admitted: trading companies, wholesalers and retailers, resellers, distributors and distribution-only companies, importers and exporters without their own manufacturing responsibility, commercial agencies, intermediaries and procurement platforms, as well as private-label suppliers without demonstrable product responsibility of their own. This also applies to companies holding an exclusive distribution right within the meaning of Clause 2(1) of the General Part. Regulatory manufacturer status alone does not confer a right to admission. The Trade Fair Company is entitled to require additional evidence of development, manufacture and product responsibility.
Companies which are affiliated with the manufacturer within the meaning of Sections §§ 15 et seq. of the German Stock Corporation Act (AktG) and which distribute that manufacturer's products shall also be deemed manufacturers within the meaning of this Clause, provided that affiliation to the group is proven and the group bears responsibility for manufacture and the product.

**9.2 Exceptions to the manufacturer principle**
Notwithstanding Clause 9.1 of the Special Part of these Terms and Conditions of Participation, companies whose business activities focus primarily on development, design, contract development, prototype manufacture, contract manufacturing (OEM/ODM, CDMO), testing and validation services or other technical services for manufacturers of medical devices, as well as providers of services in Product Categories 4 and 5, shall be admitted provided that these services are directed at manufacturers of medical devices. The prerequisite is that they provide these services themselves; mere brokerage or subcontracting is not sufficient.
Providers of lifecycle and obsolescence management (Product Category 1) may be admitted provided they perform their own technical services, in particular long-term storage and preservation of components, testing and traceability, end-of-life and availability monitoring, redesign or remanufacturing. The mere trading of components, brokerage activities and the sale of remaining stock without providing any services of their own are not eligible for accreditation.
The Trade Fair Company shall decide on the applicability of an exception following an assessment of the actual service portfolio.

**9.3 Non-governmental organisations, associations and research institutions**
Notwithstanding Clause 9.1 of the Special Part of these Terms and Conditions of Participation, the following applies: non-governmental organisations (NGOs), charitable organisations, associations, professional societies, international health organisations, universities and research institutions may be admitted subject to prior assessment by the Trade Fair Company. This is subject to their activities having a direct professional connection to the event's programme and their presence serving the purpose of professional exchange.
The Trade Fair Company may require suitable evidence of this, in particular articles of association, registration details, proof of charitable status, and information on activities and funding. The exhibition or promotion of third-party products, as well as acting as a sales or brokerage platform, is not permitted. There is no entitlement to admission.

**9.4 Products not eligible for exhibition**
All products and services that do not correspond to the Product Categories of COMPAMED 2027 are ineligible for exhibition. The following are excluded in particular, although this list is not exhaustive:
- Finished medical end products for direct use on patients; these fall within the scope of MEDICA;
- Trading and distribution services without any responsibility for manufacturing or service provision, unless an exception is provided for in Clause 9.2; this applies in particular to catalogue and electronics distributors;
- General industrial products and services with no demonstrable link to the development or manufacture of medical devices, e.g. standard parts and standard fasteners without medical technology specifications, general packaging, and industrial machinery with no medical technology relevance;
- Medicines, active substances, food supplements, cosmetics, as well as wellness and consumer goods;
- Products and services with incorrect or unverifiable claims regarding properties, compliance with standards or certifications.

The Trade Fair Company shall decide on the classification of borderline cases based on the actual product and service portfolio.

**9.5 Supporting documentation and product information**
Information on material properties, biocompatibility, compliance with standards, certifications (e.g. ISO 13485) and manufacturing capabilities must be accurate and, upon request by the Trade Fair Company, verifiable within the specified timeframe; otherwise, the application may be rejected. These requirements apply in particular to all exhibits, stand designs, information materials, presentations and digital profiles.

**9.6 Company identity and registration details**
A prerequisite for potential admission is that the application is submitted via the Trade Fair Company's online registration system using an email address with the official company domain of the applying organisation (no freemail email addresses) and that the organisation has its own fully functional website on which the products or services being registered are displayed. The Trade Fair Company may request extracts from the commercial register, manufacturer's declarations, details of beneficial owners and production sites, as well as further supporting documentation.
Applications containing incomplete or incorrect mandatory information will be rejected. There is no entitlement to a re-examination following the subsequent submission of missing information.

**9.7 Grounds for exclusion**
Notwithstanding Clause 2 of the General Part of these Terms and Conditions of Participation, companies may in particular be excluded

- whose legal existence, actual place of business, economic identity or status as a manufacturer cannot be sufficiently verified, e.g. in the case of letterbox companies, false addresses, concealed ownership structures or the use of third-party corporate identities;
- which attempt to circumvent previous failed admissions or exclusions through affiliated companies, changes of name, newly established companies, front companies or alternative registration channels;
- which submit forged, falsified, invalid certificates or documents, or those attributable to another company or product, or provide false or misleading information regarding products, the manufacturer's identity, registered office, approvals or business activities;
- against which there is a final court judgement or an effective interim injunction in force in Germany concerning an infringement of patent, trademark, design, copyright or comparable intellectual property rights, in particular plagiarism, relating to the products applied for or the company.

**9.8 Review and decision on admission**
The Trade Fair Company shall examine each application, including those from co-exhibitors and participants in joint stands and national pavilions, in detail on the basis of these Terms and Conditions of Participation and the Product Categories. The decision on whether to grant or refuse admission shall be taken exclusively by the Trade Fair Company.

**9.9 No entitlement to admission or readmission**
In particular, there is no entitlement to admission on the basis of admissions in previous years, participation without objections, previous sponsorship, stand allocation notification or participation in a shared stand. Each application is reassessed for the respective event year on the basis of the Terms and Conditions of Participation and Product Categories valid at that time.

**9.10 Co-exhibitors, shared stands and national pavilions**
A prerequisite for the admission of a co-exhibitor, as well as for the approval of joint stands, is an objectively justifiable, substantive connection between the main exhibitor and the co-exhibitor (e.g. a shared product, an integrated solution, a corporate structure) or between the exhibitors. Relevant evidence must be submitted to the Trade Fair Company when requested if not before.
By submitting the application, the main exhibitor confirms that no hidden financial considerations (e.g. contribution towards stand costs, service charges, agency commissions) have been agreed in relation to the inclusion of a co-exhibitor. The registration of co-exhibitors for the purpose of cost reduction, the transfer of stand space or acting as a representative for third parties' market entry is not permitted.
Every co-exhibitor and every participant in a shared stand or national pavilion is subject to the same conditions as an individual exhibitor and will be assessed on an individual basis. Admission of the stand organiser or main exhibitor does not constitute admission of the participating companies. The following applies to shared stands and national pavilions:

- The stand organiser invites the planned participants via the easy administration tool (EAT).
- The invited participants register via the link they have received.
- The Trade Fair Company assesses the registrations and informs the stand organiser of the outcome of the assessment.
- Contracts with the participating companies may only be concluded after approval FREIGABE by the Trade Fair Company. Such approval does not replace the admission required under Clause 2 of the General Part of these Terms and Conditions of Participation.
- The subsequent inclusion or substitution of companies requires the prior written consent of the Trade Fair Company.
- Companies that have not been approved or admitted may not be represented on the exhibition space, either through their own presence or via products, logos, catalogues or other forms of advertising.

In the case of shared stands, the main exhibitor must be represented at the stand itself/must have its own staff present at the stand throughout the entire opening hours. A stand area occupied exclusively by co-exhibitors is not permitted.
There is no entitlement to the admission of a co-exhibitor or to approval of a joint stand. Express reference is made to Clause 9.8 of the Special Part of the Terms and Conditions of Participation.

**9.11 Transfer of stand space**
The transfer, assignment or subletting, as well as any transfer of stand space or parts thereof, whether for a fee or free of charge, including within joint stands, is prohibited without the prior written consent of the Trade Fair Company. Only the authorised company may exhibit and be presented on the stand space; this also applies to logos, company names and third-party advertising.

**9.12 Exhibition programme at the stand**
Admission applies exclusively to the specific product portfolio that has been registered and approved.

**9.13 Themed hall layout and allocation**
The Trade Fair Company organises the hall and space structure of COMPAMED according to Product Categories, areas of application and thematic focuses, and continuously develops it further. The Trade Fair Company decides on the allocation of halls, stand areas, stand sizes and stand positions, taking into account, in particular, the registered products, Product Categories, available capacity and technical and safety-related requirements. The thematic structure of the event takes precedence over individual placement requests.
Requests regarding allocation will be taken into account as far as planning allows, but do not constitute a right. Allocation to a specific hall, a specific stand location or in the vicinity of specific companies or pavilions in previous years does not constitute a right to a corresponding allocation in future. Deviations from this in individual cases do not entitle other exhibitors to a comparable allocation. Changes made after admission has been granted are governed by Clause 2 of the General Part of these Terms and Conditions of Participation.

**9.14 Monitoring and enforcement**
The Trade Fair Company is entitled to monitor compliance with these Terms and Conditions of Participation prior to admission, during set-up and throughout the duration of the event, to enter the stand for this purpose and to document any breaches.
In the event of breaches of Clauses 6 and 9 of the Special Part of these Terms and Conditions of Participation, the Trade Fair Company may, in particular, demand the removal or covering up of unauthorised products and advertising materials at the exhibitor's expense, or arrange for this itself. In the event of serious breaches, or if a breach is not rectified immediately despite a request to do so, the Trade Fair Company may revoke admission, close the stand and have it cleared, and exclude the company from future events. The exhibitor's payment obligations shall remain in force in such cases.

**9.15 Overseas representatives, stand organisers and agents**
The Trade Fair Company's overseas representatives, organisers of joint stands and other intermediaries are not authorised to issue binding commitments regarding admission, to promise specific stand locations or to grant exceptions to these Terms and Conditions of Participation. Any commitments made in this regard are invalid; the exhibitor may not rely on them.

**9.16 Quality-oriented selection**
The Trade Fair Company organises COMPAMED to feature a high-quality and innovation-oriented range of exhibits. If demand exceeds the space available in a particular exhibition area, product group or hall, or if this is necessary to safeguard the event's specialist focus, the Trade Fair Company shall select exhibitors from among the applications that meet the requirements set out in Clauses 6 and 9.1 to 9.7 of the Special Part of these Terms and Conditions of Participation, based on objective criteria. These criteria include, in particular, the degree of innovation and the technological originality of the registered offering, the depth of the exhibitor's own development and manufacturing capabilities, the relevance of the offering to the event's target groups of trade visitors, its distinctiveness compared with products that are already widely represented, largely standardised and interchangeable, and its contribution to the event's specialist structure.

For product groups comprising largely standardised and interchangeable products, the Trade Fair Company may limit the number of exhibitors to be admitted or the space allocated for this purpose. The criteria are applied uniformly to all applications within a product group. Participation in previous years of the event does not confer any priority. Express reference is made to Clause 9.8 of the Special Part of the Terms and Conditions of Participation.

The law of the Federal Republic of Germany is applicable.
The German text is binding.

Düsseldorf, November 2026
Messe Düsseldorf GmbH

# B Conditions of Participation General Section

## 1 Application

Messe Düsseldorf offers trade fairs not only in a physical / digital format (hybrid event consisting of an on-site element and digital elements), but also trade fairs in a purely virtual / digital format (consisting of digital elements only).
The registration is carried out using the provided electronic means (Online Application – OA) in the manner provided for this purpose, accepting these conditions of participation, the valid price lists, any special conditions of participation and the subsequent technical guidelines.
Registration may be necessary using the forms provided for this purpose. These must be filled out, signed and legally binding, in accordance with these conditions of participation, the valid price lists, any special conditions of participation and any subsequent Technical Guidelines, and sent to
Messe Düsseldorf GmbH
Postfach 10 10 06
40001 Düsseldorf
Germany.
Exhibits must be annotated with the corresponding code number according to the List of Exhibits and – in case of a hybrid event – for machinery and installations weight and height must be supplied. To ensure accurate representation Messe Düsseldorf may request that brochures and product descriptions be submitted.
Applications made subject to conditions or reservations cannot be taken into consideration.
In the scope of a hybrid event every endeavour will be made to meet requests for specific sites, but such requests cannot be recognised as a condition for participation. No undertaking can be given with respect to exclusion of competitors.
The application is binding on the applicant, irrespective of whether it is accepted by Messe Düsseldorf or not.
The application will only be considered effected once it has been received by Messe Düsseldorf and it is then binding until admission or final non-admission. Receipt of application and if applicable the deposit cheque will be acknowledged.
Express reference is made to the privacy policy of Messe Düsseldorf (see www.messe-duesseldorf.com/privacy).
**Start of hall planning see section 5 of part A, Special Conditions of Participation.**
Any applications received after this deadline may be put on a waiting list, should the areas for which an application was made be overbooked.
The VAT ID No. to be stated by the exhibitor (for exhibitors applying from the EU) or verification of the entrepreneur certificate (for applicants from non-EU-countries) is necessary for purposes of VAT classification of the applicant. The applicant provides assurance that the VAT ID No. or the entrepreneur certificate along with classification for his corporate sector is correct and valid. He is obliged to immediately inform the trade fair company of any changes in this respect. The VAT ID No. or sub-certificate is used by the applicant for participation at the event, it is also used for all other business and transactions between the applicant and trade fair company.

## 2 Admission

Exhibitors at the event are the manufacturers of the products. Trading companies will only be admitted if they can provide proof from the manufacturer that they are authorised to display and sell those particular products and services at the show, i.e. the manufacturing company cannot exhibit in addition. This is to preclude the possibility of the same product being exhibited twice.
In principle, only those exhibitors are admitted whose registered exhibits and services are in accordance with the event's List of Exhibits and meet the requirements stated in paragraph 1. The decision as to whether an exhibitor or exhibits can be admitted rests with Messe Düsseldorf, if necessary after consultation with the Admissions Committee. A legal claim for admission does not

exist. Exhibitors who have not fulfilled their financial obligations to Messe Düsseldorf or have contravened the Conditions of Participation, the Technical Regulations or legal requirements can be excluded from participation.
Exhibitors will receive written confirmation that they have been admitted with their products. Such confirmation will be sent by Messe Düsseldorf either by surface mail or electronically, at its discretion, and applies only to the designated exhibitor.
The exhibtion contract between Messe Düsseldorf GmbH and the exhibitor is deemed concluded once the admission has been transmitted to and/or made available in the account of the exhibitor's contact person mentioned in the application. The exhibitors will be informed that the admission documents are available on their exhibitor account by electronic mail including their personal access data. This information shall be considered as received by the exhibitor as soon as it has become accessible to the latter. The exhibitor must ensure that its inbox is checked at regular intervals and that the technical requirements for the receipt of emails are available. If the exhibitor's relevant email address changes, then Messe Düsseldorf must be notified immediately. If Messe Düsseldorf suffers loss or damage due to faulty or missing technical requirements and/or due to the exhibitor's failure to notify Messe Düsseldorf of a new email address, then the exhibitor shall be liable to Messe Düsseldorf for compensation.
In case of a hybrid event the exhibitor will be given a floor plan showing the position of its stand. If appropriate, a site map of the exhibition centre or a hall plan will be made available in the Online Order System.
Messe Düsseldorf reserves the right to cancel a stand booking approved on the basis of misleading or false information or if the requirements for participation are no longer met or the booking is no longer in accordance with the admission regulations. If – in case of hybrid event – the allotted space is not available for reasons beyond the control of Messe Düsseldorf the exhibitor may claim a refund of the space rental cost; no claims for damage will be entertained.
Messe Düsseldorf may, if required by circumstances and specifying its reasons for doing so, and bearing in mind what is reasonable for the exhibitor, deviate from the notice of admission by allocating space in another position or reducing or increasing the stand size. It reserves the right to alter entrances and exits to and from the exhibition grounds and the halls, as well as throughways between halls.

## 3 Terms of payment

The invoice for participation charges will be sent to the exhibitor together with or subsequently to the confirmation of admission and the allocation of space. All invoices will be sent to the exhibitor exclusively by electronic means (e-mail with PDF attachment) in non-encrypted form to the e-mail account specified by the exhibitor and/or by stored in the OOS account of the contact person named by the exhibitor on the application. The invoice is considered to have been delivered to the exhibitor as soon as the e-mail has reached the exhibitor's domain (i.e. its email account with the internet provider and/or deposited in the OOS account of the contact person named by the exhibitor in the application). The exhibitor must ensure that its inbox is checked at regular intervals and that the technical requirements for the receipt of e-mails are available. If the exhibitor's relevant e-mail address changes, then Messe Düsseldorf must be notified immediately. If Messe Düsseldorf suffers loss or damage due to faulty or missing technical requirements and/or due to the exhibitor's failure to notify Messe Düsseldorf of a new e-mail address, then the exhibitor shall be liable to Messe Düsseldorf for compensation. All complaints must be submitted in writing immediately upon receipt of the invoice. Objections raised at a later date shall not be taken into consideration.
Upon receipt of the invoice for participation charges issued by Messe Düsseldorf it is payable immediately without deduction. Invoices for miscellaneous services or supplies ordered separately are payable with immediate effect, i.e. usually before the relevant show commences, but at the latest at the time the service is provided or the items supplied.
If the exhibitor gives instructions to render accounts to a third party, the exhibitor still remains the debitor.
Remittances should be endorsed with the invoice number, marked the event and made payable to:

Messe Düsseldorf GmbH
Postbox 10 10 06
40001 Düsseldorf
Germany
and paid into one of the following bank accounts:

**Deutsche Bank AG** Düsseldorf
IBAN: DE66 3007 0010 0164 1414 00
BIC-Code: DEUTDEDD

**Commerzbank AG** Düsseldorf
IBAN: DE05 3008 0000 0211 2796 00
BIC-Code: DRESDEFF300

**Stadt-Sparkasse** Düsseldorf
IBAN: DE94 3005 0110 0010 1179 50
BIC-Code: DUSSDEDDXXX

**HSBC** Deutschland
IBAN: DE64 3003 0880 0240 0650 53
BIC-Code: TUBDDEDD

All invoices not paid within 30 days of the due date specified on the relevant invoice shall incur penalty interest of 9 percentage points above the base lending rate applicable at the time. If the exhibitor does not effect payment by the date specified (even where stand space has been partially paid), Messe Düsseldorf may cancel the entire allocated stand space and dispose of it else-where.
Section 5 of the Conditions of Participation is applicable with regard to refunding.
For all outstanding liabilities Messe Düsseldorf may in case of a hybrid event retain the stand equipment and products of the relevant exhibitor as security. Sec. 562a paragraph 2 of the German Civil Code (BGB) does not apply where there is insufficient security. If payment is not made within the stipulated period Messe Düsseldorf is entitled, after written notification, to sell the retained items at their discretion. Messe Düsseldorf is not responsible for damage to and/or loss of the retained items, other than in the case of wilful intent or gross negligence.

## 4 Co-exhibitors and group stands

Without the prior consent of Messe Düsseldorf, exhibitors are – in case of a hybrid event – not permitted to give their allotted stand either fully or in part to a third party, whether for payment or free of charge. Products or companies other than those specified on the admission slip cannot be advertised on the stand.
The main exhibitor shall apply for inclusion of a co-exhibitor with the trade fair company using the easy administration tools (eat). The co-exhibitor is liable to the same conditions as the main exhibitor. Any co-exhibitor shall have to pay to the Messegesellschaft the co-exhibitor fee stipulated as well as a non-recurrent lump sum covering advertising costs as well as a media fee. The main exhibitor will, however, always be liable for the payment of the co-exhibitor's fee. If a co-exhibitor is admitted without the consent of Messe Düsseldorf, Messe Düsseldorf will have the right to cancel the contract with the main exhibitor without further notice and to clear the stand at the exhibitor's cost. The exhibitor waives the rights of un-warranted interference. The exhibitor will have no right to claim damages. Co-exhibitors are all exhibitors who are represented on a stand with their own staff and own exhibits alongside the main exhibitor. Companies with close economic or organisational ties are also classified as co-exhibitors. Company representatives will not be admitted as co-exhibitors. Additionally represented companies are classified as those whose exhibits are shown by the exhibitor.
Manufacturers of such equipment, machinery or other products which are necessary for the demonstration of an exhibitor's products are not regarded as co-exhibitors or as additionally represented companies. In accordance with the admissions regulations co-exhibitors can be entered into the catalogue with their full address provided all fees have been paid and the necessary documents have been received by the specified deadline.
Messe Düsseldorf can authorise group stands provided they are in keeping with the overall pattern of the event. For applications use

the easy administration tool (eat). Every exhibitor shall be subject to all conditions. If a stand is allocated to two or more companies, each company will be jointly and severally liable to Messe Düsseldorf. Companies on a joint stand should nominate a common representative on the application form.

## 5 Cancellation and non-participation

Applications can be withdrawn up until admission. In this event a cancellation fee (pursuant to the Special Terms and Conditions of Participation) shall be payable. It is up to the applicant to prove that the cancellation fee demanded of him is too high.
Once admission has been granted, it is no longer possible for the exhibitor to withdraw or reduce the stand area in the case of both hybrid and purely virtual trade fairs. In the event of non-participation, the participation fees and the fees for any other services must be paid in full.
In the case of hybrid trade fairs, the following special features apply:
Should Messe Düsseldorf make alternative use of unoccupied areas to improve the general appearance of the show, the exhibitor who reserved the space shall not be released from his financial obligations.
If the exhibitor waives his right to occupy the stand space allocated to him and if this space can be rented to another party by the trade fair company (no occupancy by exchange), the exhibitor must pay 25% of the participation fee, but at least the fee specified in the Special Conditions of Participation as the cancellation fee prior to admission.
Should a co-exhibitor fail to participate, the co-exhibitor's fee shall be payable in full. The cancellation and non-participation of a main exhibitor automatically results in the exclusion and cancellation of admission for the co-exhibitor.
If insolvency proceedings are pending against an exhibitor's assets, or if such proceedings have been suspended due to inadequate assets, Messe Düsseldorf shall be entitled to cancel the contract without further notice. The exhibitor must inform Messe Düsseldorf immediately and in any case if such proceedings have been initiated. The paragraphs above apply accordingly for any payment liability.
Ordered stand construction services for the participation in a hybrid event can be cancelled free of charge until admission for the event has been granted. From that moment onwards we shall charge a cancellation fee of € 250 for stand construction. Stand construction orders cancelled up between 4 and 2 weeks prior to the beginning of the event will be charged at 50% of the contract sum. After that date we will charge 95% of the contract sum.

## 6 Exhibits, sales regulation

Products or services not included on the admission document cannot be exhibited or offered for sale. Messe Düsseldorf has the right to remove non-approved exhibits at the cost of the exhibitor. The operation and demonstration of exhibits can only be carried out within the framework of accepted standards. Please display the CE-mark where appropriate. In the scope of a hybrid event products and exhibits with flammable contents are allowed on the stand only if the quantity falls within the approved limit (Messe Düsseldorf).
Distribution shall in case of a hybrid event only be allowed on the stand area as registered. The exhibitor is only permitted to accept orders for/sell/advertise those exhibits/services which are listed on the admission document. Exhibits may not be removed from the stand until after the event has ended. Selling from the stand prior to the end of the show is not permitted.
Exhibits may not be removed during the exhibition. Also, legal provisions in force (in particular, such as the law on the marking of prices) shall have to observed, both in case of a hybrid event and a purely virtual event.
The special legal requirements in the Federal Republic of Germany must be adhered to when marketing and exhibiting certain products, e.g. drugs.

## 7 Catalogue (online and / or print) / Visitor Information System

The trade fair company publishes the list of exhibitors. This is published online as well as – for the period of the event – in the Visitor Information System D:vis of Messe Düsseldorf.
At the discretion of the trade fair company and weighing up the justified interests of the trade fair company against the justified interests of the exhibitors it will also be published in print version and/or as a mobile App for hybrid trade fairs. Weighing up these interests will particularly take such aspects as sustainability, economic efficiency as well as accessibility and ergonomics of the information presented into consideration.
In the list of exhibitors, exhibitors will feature with the basic data indicated in the registration: company name, postal address, phone number, email address, website as well as stand number.
The entry in the list of exhibitors depends on the medium it is published in and is paid for by the media fee laid down in the Special Section of these Terms and Conditions of Participation. The publishing of additional data is subject to costs. Exhibitors are informed in detail and in good time by the trade fair company or a commissioned third party about additional entry and advertising options.
The trade fair company shall be liable for incorrect, incomplete entries, entries not made or entries not made or removed, in particular due to indications of the presence of malware, exclusively within the limits of Item 9 of the General Section of these Terms and Conditions of Participation.
The client is responsible for the content of entries and any resulting claims by third parties.

## 8 Publicity within the Exhibition Grounds and on the event-specific websites

Exhibits and the distribution of leaflets and promotional material shall in case of a hybrid event be confined to the exhibitor's own stand area and are not permissible in the hall aisles or elsewhere in the exhibition grounds. Please see the Exhibitor Service Manual for information on advertising in the exhibition grounds. Publicity shall be confined to the promotion of the exhibitor's products and shall not be in breach of statutory regulations or good taste, nor shall it be of an ideological or political nature. Certain forms of advertisements implying comparison or superiority are not allowed in Germany.
Special regulations controlling advertising in the product groups exhibited must be observed.
Messe Düsseldorf reserves the right to prohibit the display or distribution of advertising matter that could give rise to offence and to confiscate existing stocks for the duration of the event.
Optical, mobile and acoustic publicity aids and product presentations are permitted at hybrid events provided that they do not disturb neighbouring exhibitors or render inaudible the public address system in the halls. If these regulations are infringed Messe Düsseldorf has the right to intervene and demand immediate modification.
Under certain circumstances it may be necessary to obtain permission for a wide variety of presentations (e.g. musical renditions) on the exhibition grounds and / or on Messe Düsseldorf's event-specific websites. This can be obtained from GEMA - www.gema.de or another copyright collecting society against payment of a fee.
The copyright laws must be observed.

## 9 Liability of Messe Düsseldorf and exhibition insurance coverage

Limitation of liability
Each exhibitor may insure himself at his own expense against the usual insurable risks such as fire, lightning, ex-plosion, storm, burglary, simple theft, breakage and leakage as well as water damage, including the risks of transport to and from the Exhibition Centre, by means of an exhibition insurance framework contract concluded by Messe Düsseldorf for hybrid trade fairs and thus have his participant risk covered to this extent.
A corresponding offer is available to the exhibitor in the OOS. Exhibitors who do not make use of the insurance cover offered by

this framework contract, or do not do so in good time, thereby acknowledge vis-à-vis Messe Düsseldorf that they waive their right to claim all damages that would have been covered if they had made use of the insurance cover offered. The same applies to exhibitors who have applied for insurance cover under a framework contract but are unable to obtain insurance cover, or are unable to obtain adequate cover, due to underinsurance, breach of contractual obligations or default in premium payment.
Any damage occurring must be reported immediately to the police, the insurance company and Messe Düsseldorf. Messe Düsseldorf does not assume any duty of care for exhibition goods and stand equipment and therefore excludes any liability for damage or loss. The exclusion of liability is not limited by the security measures taken by Messe Düsseldorf.
In addition, Messe Düsseldorf advises the exhibitor to take out his own exhibition cancellation insurance on the free insurance market. As a rule, the exhibitor can have the costs invested for participation in the trade fair covered in this way, if participation in the trade fair is cancelled, interrupted or the duration of the trade fair is impaired in any other way as a result of an insured event.
Messe Düsseldorf shall only be liable for damages other than those resulting from injury to life, limb and health if and insofar as these are based on intentional or grossly negligent conduct or on culpable breach of an essential contractual obligation by Messe Düsseldorf or one of its vicarious agents. If an essential contractual obligation is breached through negligence, the liability of Messe Düsseldorf shall be limited to the foreseeable damage typical of the contract. Any further liability for damages is excluded.
Messe Düsseldorf is not liable for damage caused by measures taken to maintain security and order. If, as a result of a misjudgement of risks, the trade fair is cancelled, restricted, terminated or otherwise impaired on the instructions of Messe Düsseldorf, Messe Düsseldorf shall not be liable for cases of ordinary negligence. In the event of an initial defect, the exhibitor shall only be entitled to claims for damages and the right of self-execution and reimbursement of expenses if Messe Düsseldorf is guilty of intent or gross negligence or if Messe Düsseldorf has demonstrably fraudulently concealed a defect; further claims by the exhibitor are excluded.
A reduction of the participation fee due to a defect in the rooms or objects provided for use is excluded.
Insofar as the liability of Messe Düsseldorf is excluded or limited in accordance with the provisions of these Conditions of Participation, this shall also apply to the benefit of the trade fair company's vicarious agents and assistants.

## 10 Third-party liability and insurance

Messe Düsseldorf has adequate insurance cover for its statutory liability. The General Insurance Conditions for Liability Insurances (AHB) shall apply. The liability insurance covers only those damages and injuries sustained by third parties. Moreover, the cover does not include damages or injuries sustained in cafes or restaurants within the exhibition grounds or at special shows or events not organised by Messe Düsseldorf.
The exhibitor is responsible for providing sufficient insurance cover for his/her own liability. If the exhibitor has no insurance cover for exhibition participation via his/her company insurance, he/she may at his/her own cost obtain cover for liability insurance under the terms of the basic Messe Düsseldorf contract. Relevant offers are available to exhibitors in the OOS.
The exhibitor is liable for damages incurred by third parties employed by or acting on behalf of the exhibitor in the same way as those of his/her own making.

## 11 Patents and registered designs

The protection of inventions, samples and trademarks is determined by the legal regulations in Germany. There is no special exhibition protection. On the other hand, neither is there any exemption from the German regulations or the rights of third parties mentioned therein. Patent registrations should be submitted to the Patent Office before the start of the trade fair. Violations of all legal provision in force entitle the trade fair company to exclude the exhibitor from the event.
In the scope of a hybrid event Messe Düsseldorf endeavours to support exhibitors in their claim for exhibition protection for material and tasting samples under the law within the Federal Republic of Germany for a period of 6 months from the start of the exhibition. For this purpose the legal department of Messe Düsseldorf issues a certificate during the event to the effect that the exhibit for which the protection is sought has been displayed.
Applications should be sent to Messe Düsseldorf enclosing a detailed textual description and a technical drawing, both in duplicate.

## 12 Operation of exhibition stands

During a hybrid event's exhibition opening hours the stand must be manned by a sufficient number of staff and should be accessible to visitors. Exhibitors have no right of access to other stands outside the official opening hours, unless permission has been obtained from the stand exhibitors. Exhibition stands must be operated in accordance with the legal conditions and administrative guidelines.

## 13 Stand construction and design

To ensure a good overall impression at hybrid events Messe Düsseldorf has devised guidelines regarding the standard of stand construction and design. The specifications are contained in the Technical Regulations which are binding for exhibitors and stand contractors. Messe Düsseldorf reserves the right to give the necessary instructions on (e.g. on the intallation of floor coverings or stand stand partitions). Additional charges may be levied depending on the stand construction (see participation fees).
For both exhibitors and stand contractors the Technical Regulations constitute an integral part of the contract concerning in particular a hybrid event. These are available in the currently valid version on request, subject to subsequent modifications, and become binding for the event.
In order to present an attractive optical general impression to visitors, all exhibitors shall be obliged to put out flooring material for the entire stand area.
Additionally, stand partitions of stand shall have to be papered.
The stand construction work undertaken by the exhibitor shall conform with the statutory requirements and with the regulations laid down by the local authorities.
The contracted forwarding agents commissioned by the trade fair company in the scope of a hybrid event are exclusively responsible for handling forwarding within the exhibition centre, i.e. loading and unloading incl. provision of technical ancillary equipment and transport to the stand as well as customs clearance for temporary or permanent import items respectively.

## 14 Technical services

At hybrid events Messe Düsseldorf provides for the general heating, air-conditioning and lighting in the halls.
Charges for the connection of water, electricity, compressed air and telecommunications to individual stands as well as the charges for consumption and all other services will be invoiced directly to exhibitors (main exhibitor on stand).
Messe Düsseldorf will require appropriate payment in advance.
All such installations on the stands shall be undertaken solely by Messe Düsseldorf. Installation work within the stand area may be carried out by outside contractors whose names shall be provided to Messe Düsseldorf if so requested. Messe Düsseldorf is entitled to inspect the installations but is under no obligation to do so.
The exhibitor is liable for damage caused by installation work. Installations, machines and equipment that are not approved, do not conform to local official regulations or consume more energy than specified may be removed at the expense of the exhibitor. The exhibitor shall be liable for all damages resulting from uncontrolled use of energy. Messe Düsseldorf can only be held responsible for loss and damage resulting from the disruption of power supplies in accordance with § 18 NAV and § 6 AVBWasserV (Statute for general regulations concerning the supply of water).

## 15 Waste disposal / Stand cleaning

In the case of hybrid trade fairs, the exhibitor is obliged to dispose of his waste and recyclable materials/residual materials in accordance with the more detailed provisions of the Technical Guidelines during the period from the beginning of the first set-up day to the end of the last dismantling day. The exhibitor shall ensure that any contractors commissioned by him also comply with this obligation.
The exhibitor will be informed in more detail in the Technical Guidelines about the possibilities of disposal on the exhibition grounds and the exhibitor's obligations in connection therewith.
Messe Düsseldorf shall ensure that the grounds, halls and aisles are cleaned. Cleaning of the stands is the responsibility of the exhibitor and must be completed daily before the start of the event. If the exhibitor does not have cleaning carried out by his own staff, only companies approved by Messe Düsseldorf may be commissioned with cleaning. In the case of hybrid trade fairs, the exhibitor is obliged to dispose of his waste and recyclable materials/ residual materials in accordance with the more detailed provisions of the Technical Guidelines during the period from the beginning of the first set-up day to the end of the last dismantling day. The exhibitor shall ensure that any contractors commissioned by him also comply with this obligation.

## 16 Security

At hybrid events the general security of the halls and the exhibition grounds is the responsibility of Messe Düsseldorf. During the structure time and the discharge time a general supervision exists. Security begins on the first day of the build-up period and ends in the last hour of the final break-down day. Messe Düsseldorf is empowered to take any necessary security measures.
Security of exhibitors' own belongings must be organised on an individual basis. The responsibility of Messe Düsseldorf for general security does not affect their exemption from liability for damage to property and personal injury. Individual security may only be carried out by the security company appointed by Messe Düsseldorf.

## 17 Domestic authority

At hybrid events Messe Düsseldorf has full authority within the grounds of the exhibition centre for the assembly, exhibition and dismantling period. Messe Düsseldorf is entitled to issue instructions. Any provisions regarding domestic authority and deriving from the Technical Guidelines and from the Special Conditions of Participation, if applicable, must be respected under all circumstances. Animals are not admitted to the grounds of the exhibition centre. Both at hybrid and purely virtual / digital events Messe Düsseldorf reserves the right to have photographs, drawings, screenshots, and film footage of exhibition activities, exhibition structures and stands and exhibits themselves produced and to use them for advertising purposes and for press publications; the exhibitor shall not have the right to raise any objections to this. This also applies to pictures directly taken by the press with the permission of Messe Düsseldorf.
Exhibitors shall comply with the house rules specified by Messe Düsseldorf. If the exhibitor has no knowledge of their contents, he shall be obliged to enquire with Messe Düsseldorf or take note of the editions published by it in an appropriate form.
Photography and filming on the exhibition grounds and in the halls is permitted in compliance with the respective legal provisions (DSGVO, general personal rights, etc.). Within the scope of his domiciliary authority, the exhibitor is entitled to issue a ban on filming and photography for his own stand. This must be marked accordingly.

## 18 Reservation of rights in case of impairment of the show's runtime

In the event of compelling reasons being on hand Messe Düsseldorf is not responsible for, Messe Düsseldorf is in closer accordance with the provisions stipulated below and under consideration of the exhibitors' interest in the staging of the show entitled to postpone, curtail, extend, temporarily close, or to partially or completely cancel the show. Such a compelling reason may in particular be on hand in the case of a natural disaster, an epidemic, a pandemic, a war, a violent assembly, a strike, a lock-out, a terror attack or a terror warning (e.g. a bomb threat), a massive outage or severe disruption of traffic lines, supply lines, and / or the accessibility of news or authority-imposed bans or other types of authority-imposed restrictions – as far as such an event is evidently not only a short-term and temporary issue.
In case that an alteration of the show's runtime is required due to one of the exceptional events described above or due to an event similar to said events, the time span by which the event is postponed will under consideration of the interests of Messe Düsseldorf remain in a scope reasonable to bear for the exhibitor. In particular will be considered, whether a new runtime for the event is to be located within a thirty percent temporal deviation of the time interval the show usually is held in since the respective previous edition of the show. Also in the event of the curtailment, the extension, the temporary closure, the partial or complete cancellation of the show required due to one of the exceptional events described above or due to an event similar to said events, these measures will under consideration of the interests of Messe Düsseldorf remain in a scope reasonable to bear for the exhibitor. In the events set out above the exhibitor is not entitled to a reduction of the participation fees.
The exhibitor's obligation to pay the participation fees will in case of any of the aforementioned compelling reasons only cease, if and as far as the show is cancelled. For the sake of an adequate risk allocation between Messe Düsseldorf and the exhibitor, the exhibitor will bear an appropriate share of the costs incurred by the prearrangements of the show. This share corresponds to the amount that may be set out in the Special Conditions of Participation as to be paid in case of an application is withdrawn up until admission. This share in costs resembles a compensation for the value of the services provided by Messe Düsseldorf to the exhibitor.
In case of a hybrid event Messe Düsseldorf at its own discretion is free to exclusively stage the purely virtual / digital elements of the hybrid event. In this case the participation fees related to the on-site element of the show will be reimbursed. The exhibitor remains obliged to pay the compensation for value set out above, the media fee as it may be set out in the Special Conditions of Participation as well as the participation fees related to the purely virtual / digital element of the hybrid event.

## 19 Electronic services and virtual rooms

Messe Düsseldorf shall provide electronic services in accordance with the definition of the type of event in the Special Conditions of Participation, in addition to the on-site services (in case of a hybrid event) or instead of the on-site services (in case of a purely virtual event).
The core component of providing these electronic services is the operation of a platform accessible via the Internet by Messe Düsseldorf, including the provision of content on the platform. Via this platform, visitors are offered various functions depending on the specific nature of the event, such as, as a rule and in particular, access to content made available and access to audio or video transmissions, either as a live-stream, download on demand or interactive format with participation options for visitors. Access to the platform is made available to visitors in accordance with the external presentation and/or promotion of the individual event, via a website made available by Messe Düsseldorf or apps for smartphones.
The functions available to exhibitors are specific to the event and specified in the OOS. Exhibitors will be informed about the options to access the platform in a suitable manner and after appropriate separate booking of certain services within the platform.
If electronic services are owed by Messe Düsseldorf, its service obligations only include the provision of system resources and/or the creation of the possibility that these can be used. Transmissions of image and/or sound signals are to be offered at the transfer point to network level 3 (house transfer point, transition to the wide area network) in a medium type and quality, in a sufficient dimension for the number of visitors reasonably foreseeable in the context of the planning of the individual event.
The responsibility of Messe Düsseldorf for the system resources ends in any case at the transfer point to network level 3 (house transfer point, transition to the wide area network). Thus, no success is owed, neither with regard to the transmission of image and/or sound signals, nor with regard to the individual access to the platform

and/or the contents provided there. The system resources made available by Messe Düsseldorf must guarantee an availability of 95% of the time on an annual average. Data backups are not owed by Messe Düsseldorf.
Messe Düsseldorf also enjoys unrestricted domestic authority in virtual rooms, which are made available as part of electronic services. This includes that persons acting on behalf of Messe Düsseldorf have access to all virtual rooms at all times, even if they are used by individual exhibitors for special events. The house rules for Düsseldorf Exhibition Centre shall apply mutatis mutandis, unless individual provisions remain unapplied due to the nature of the matter. The house rules may be enforced by means of measures whose selection and individual content is Messe Düsseldorf's fair and reasonable discretion.
Messe Düsseldorf is free to render individual services subject to reasonable cooperation of the exhibitor. In the context of the provision of electronic services, in particular if subcontractors are used for this purpose, it is permissible to require the exhibitor to successfully complete a registration or authentication, even if this is to be carried out directly with the subcontractor.

## 20 Enabling communication

Messe Düsseldorf is obliged to create a framework that enables communication between visitors and exhibitors. Messe Düsseldorf is also obliged to work towards promoting the establishment of interest-oriented communication relationships for visitors and exhibitors. These obligations to promote communication are subject to the proviso that the respective visitor or exhibitor actively participates in ensuring that these obligations can be fulfilled, in particular by responding to surveys conducted by Messe Düsseldorf.

## 21 Use of systems provided by Messe Düsseldorf

The following applies to any use of electronic systems provided by Messe Düsseldorf to render electronic services:
All means of authentication used for access by the exhibitor, in particular user names, passwords, tokens, etc., must be secured by the exhibitor against disclosure to, and possession by third parties. The exhibitor shall only make these accessible to his own employees in accordance with the need-to-know principle. The exhibitor is prohibited to make available to third parties the means for any completed authentication process and/or to grant third parties access to a User Account even if the authentication process is by-passed. It is agreed that all actions carried out with an exhibitor's User Account shall be attributed to the exhibitor, unless the exhibitor proves in individual cases that his User Account has been misused by an unauthorised person for which the exhibitor is not responsible.
Unless otherwise expressly agreed with the exhibitor in detail, the exhibitor has no claim to a specific design of the electronic systems, a specific appearance or the existence of specific functions. The design of the electronic systems, including their functionalities, is at the sole discretion of Messe Düsseldorf.
The exhibitor is prohibited to upload content to the electronic systems which, by its content or form or design or in any other way, violates the law or morality applicable in Germany. Prohibited are in particular racist content, calls and incitement to violate the law, content which violates the rights of third parties and incitement to hatred against persons, companies or other organisations. Prohibitions for uploading content also apply analogously to the creation of links, insofar as content is accessible at the linked storage locations which may not be uploaded.
The exhibitor must refrain from any activity that could impair the operation of the electronic systems or the technical infrastructure underlying them or the rights of Messe Düsseldorf. This includes in particular the use of software, scripts or databases in connection with the use of the electronic systems as well as the automatic readout, blocking, overwriting, modifying, copying of data and other contents, unless this is necessary for the proper use of the electronic systems.
Recordings of audio or video transmissions, permanent storage of content offered only as a live stream, screen scraping and the like are also prohibited.
For the sake of clarification: In cases, in which personal data is transmitted to the exhibitor, the exhibitor becomes – in terms of the laws on the protection of personal data (privacy laws) – responsible for any further processing of said data as soon as the transmission is carried out.

## 22 Reservation of rights

The exhibitor grants Messe Düsseldorf an – in terms of space, time and content – unlimited, irrevocable, non-exclusive right of use to the posted content that is free of charge and transferable to third parties. Messe Düsseldorf is entitled to use, process and exploit the contents at any time. This in particular includes the right of reproduction, the right of dissemination and the right of reproduction in public, specifically the right to make the content publicly available.
The exhibitor is prohibited to copy, disseminate and publish content uploaded to the electronic systems by Messe Düsseldorf, other users or third parties. The dissemination and public reproduction of any content of the electronic systems without the consent of Messe Düsseldorf is prohibited.
The exhibitor shall indemnify Messe Düsseldorf and its employees and agents against all claims by third parties arising from actions attributable to the exhibitor in connection with the use of the electronic system in the event of claims based on an alleged or actual infringement of the law or the rights of third parties. Furthermore, the exhibitor undertakes to reimburse Messe Düsseldorf for all costs incurred by Messe Düsseldorf as a result of claims by third parties. The eligible costs also include the expenses which Messe Düsseldorf may deem necessary for an appropriate defence, both in fact and in law.

## 23 Final provisions

All agreements, individual approvals and special regulations require written confirmation by Messe Düsseldorf. Wherever admission documents contain the reference that they have been drawn up by Messe Düsseldorf electronically, they do not require any other form (signature). If the exhibitor has already registered as a customer for the event with Messe Düsseldorf and has a personal account, the orders/offers shall also be deemed legally binding if they are received electronically by Messe Düsseldorf using this process.
All claims by exhibitors against Messe Düsseldorf – with the exception of liability with intent – are subject to statutory limitation after 6 months. The period of limitation starts at the end of the month of the last day of the trade fair.
All disputes arising from this contract as well as in connection with the conclusion of this contract shall be settled under the law of the Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) as well as the conflict of laws; the exclusion shall not affect the right of free choice of law.
If the exhibitor is a merchant, a legal entity under public law or a special fund under public law, the registered office of Messe Düsseldorf shall be the exclusive place of jurisdiction – including international jurisdiction – for all disputes arising from or in connection with the contract. This shall also apply if the exhibitor does not have a general place of jurisdiction in Germany and if the exhibitor has moved his registered office outside the area of application of the German Code of Civil Procedure (ZPO) after conclusion of the contract or if his registered office or usual place of residence is not known at the time when legal action is taken. This agreement on the place of jurisdiction shall not apply if the legal dispute relates to claims under non-pecuniary law which are assigned to the local courts without regard to the value of the subject matter of the dispute or if the legal dispute is subject to an exclusive place of jurisdiction by operation of law.
If the exhibitor is unsuccessful, this unsuccessful party shall bear the costs of the proceedings and the necessary legal representation.
Contract language is German. If translations are made of this contract, these are for information purposes only, with no guarantee for correctness; the content of the contract is determined exclusively by the German version.

## 24 Salvatorian clause

In the event of any provision of this contract being or becoming wholly or partially ineffective, or should a loophole transpire in this contract, such circumstances shall not affect the validity of the remaining contract. Instead of the ineffective provision and in order to close the loopholes, an appropriate provision shall apply, which in as far as legally possible, most closely approximates the objective which was, or would have been intended by the parties to the contract according to the sense and purpose of the contract, based on their consideration of the provision.
If the ineffectiveness of any provision is due to the extent of service or period (deadline or date), stated therein, it shall be replaced by the legally permitted scope which comes closest to the provision.

The law of the Federal Republic of Germany is applicable.
In the event conflict between provisions, the Special Regulations for Participation shall take precedence over the General Regulations for Participation, as the former are more specific to a given instance.

The German text is binding.