

# General terms and conditions

of bsh medical communications GmbH, Liebfrauenstraße 7, D-40591 Düsseldorf  
(hereinafter "medcom") for events with exhibitions and/or presentations

1. Registration/contract
2. Joint exhibitors/joint booth
3. Allocation and design
4. Exhibits/presentations
5. Terms of payment
6. Liability, insurance, supervision by watchmen
7. Rescission of the contract
8. Postponement or cancellation of the event or individual exhibitions or presentations
9. Picture and sound recordings
10. Advertisement
11. Miscellaneous

## 1. Registration/contract

### 1.1 Registration

The registration for a booth or a presentation (symposium, workshop, course or other activity) takes place exclusively via the registration form provided by medcom. The registration form is to be completed carefully and to be signed bindingly.

### 1.2 Incorporation of the contractual terms

By signing the registration form, the customer acknowledges that these general terms and conditions and the special conditions of participation of medcom are binding. The customer ensures that also the persons deployed by the customer at the event comply with the contractual requirements of medcom.

### 1.3 Confirmation of participation/invoice

The registration is accepted by medcom upon handover of the written confirmation/invoice. This constitutes the conclusion of the contractual agreements exclusively between the customer and medcom which carries out the respective event on behalf of the organiser and based on the main lease contract with the lessor of the venue. Side agreements only shall be legally binding if they have been confirmed in writing by medcom. Upon receipt of the written confirmation/invoice, the customer shall be admitted to the respective event. The admission shall be applicable exclusively to the respective customer and only the activities properly registered by the customer. The admission is not transferrable. Any special requests, additional requirements or changes not included in the registration documents require the previous written consent of medcom. The customer is obliged to inform medcom in advance in the case of changes and/or supplements in good time prior to the execution of possible work and to obtain the necessary consent.

### 1.4 Content of the contract

Subject to side agreements, which require the written confirmation of medcom in order to be effective, the following documents are material components of the contract: a) the registration form, b) the special conditions of participation of medcom, c) these general terms and conditions. In the case of discrepancies, the regulations shall be applicable in the order stated above. With its order, the customer confirms that the above-mentioned contents of the contract were available upon conclusion of the contract and are known to the customer.

### 1.5 Restrictions

For objectively justified reasons, in particular if the available space is insufficient, medcom may exclude individual companies from participating and/or restrict the event to certain groups of companies if this is required for achieving the purpose of the event. The same applies to exhibitions and/or presentations the contents of which do not fit the subject-matter of the overall event and/or differ from the contents approved in advance. medcom is entitled to have exhibits and/or presentation not admitted removed and/or stored completely or in parts at the expense and risk of the customer. The same applies to exhibits and/or presentation which initially were admitted but do not fit within the framework of the event, turn out to be unsuitable or endanger, bother or disturb the event and/or the visitors. In these cases, the exhibiting or presenting company shall not be entitled to any claims for damages whatsoever against medcom.

### 2. Joint exhibitors/joint booth

It is not allowed to share exhibit spaces or presentation facilities with other customers and/or exhibitors. All persons entrusted with booth attendance or presentation facility attendance must be employed by the same customer.

### 3. Allocation and design of exhibition spaces and presentation facilities

#### 3.1 Principle

medcom allocates the exhibition spaces and presentation facilities taking into account the subject-matter and the structure of the respective event as well as the spaces and facilities available. If possible, special requests will be taken into account. However, there is no claim for realisation.

#### 3.2 Change of spaces and/or facilities

medcom expressly reserves the right to change the position of the exhibition spaces and/or presentation facilities even after admission granted and also at short notice, if required, if this is necessary for achieving the purpose of the event.

#### 3.3 Exchange, surrender to third parties

A surrender for use of the contractual rights and duties fixed by the written confirmation/invoice to third parties, subletting, relocation, division and/or exchange of exhibition spaces or presentation facilities by the customer, even in parts, shall be inadmissible.

#### 3.4 Design - exhibition

The booth structures may only be erected based on the registration filed in the manner stated there. For the minimum and maximum standard booth construction height, please refer to the special conditions of participation. Any shortfall or excess shall be allowed only after consultation and express written approval by medcom. Booth structures are to be

constructed in self-supporting manner on principle. Attaching to walls, columns or floors is prohibited.

#### 3.5 Design - presentation facilities

##### (Symposium, workshop, course etc.)

The occupation of spaces and facilities is allowed only to the extent prescribed by and/or agreed with the organiser with regard to the maximum number of seats as well as the form and scope of the overall design.

#### 3.6 Design - General

It is only allowed to paste up the flooring with materials which are 100% residue-free. Columns, pillars, wall projections etc. within the exhibition spaces and/or presentation facilities are components of the exhibition spaces and/or presentation facilities allocated. The attachment of advertising materials, advertising posters and/or information signs as well as the pasting, painting and papering of building parts, ceilings, walls, columns, floorings and/or other components/items of the venue is not allowed. Built-in components and/or changes of existing equipment and/or facilities of the venue planned by the customer require the previous written approval of medcom. The costs incurring in this connection as well as the costs of restoration of the original state shall be borne by the customer. All restoration measures are to be carried out exclusively by specialist companies and approved in advance by medcom. medcom shall be entitled to substitute performance at the expense of the customer if the customer does not immediately warrant the restoration of the original state. Fire detectors, fire extinguishing systems, hydrants, electric distributors, control panels, telephone switchboards, emergency lighting, entrances and emergency exits have to remain freely accessible. They must neither be removed from their position nor covered up, blocked up, concealed or taken down. The use of open fire or light, such as spirit, heating oil, gas etc. for the purpose of cooking, heating and operation, the use of immersion heaters and the connection of heating and cooking apparatuses without thermal circuit breakers (run-dry protection) is prohibited. The use of compressed gas cylinders requires approval. The provisions of the compressed gas regulations of Hauptverband der gewerblichen Berufsgenossenschaft e.V., Zentralstelle für Unfallverhütung und Arbeitsmedizin [German Federation of the Statutory Accident Insurance Institutions for the Industrial Sector, Central Office for Accident Prevention and Occupational Medicine] are binding. Acts which are to be considered as inflammable require an official approval which the customer has to apply from the competent office autonomously. The use of lasers is allowed on principle only with the previous written consent on part of medcom. Any official approval required in excess is to be obtained by the customer from the competent authority at own expense. Furthermore, the customer has to cause an examination and the acceptance of the laser by a sworn expert in good time prior to the event at own expense. The technical equipment of the venue may only be operated by staff authorised by the organiser. The customer shall be liable for any damage caused as consequence of violations.

## 4. Exhibits/presentations

### 4.1 Removal, exchange

During the event, the admitted exhibits and/or presentations may be removed from their intended space only after separate agreement. They may be exchanged only after express approval by medcom. The removal and/or the exchange is allowed only up to one hour prior to start and from one hour after the end of the daily opening times onwards.

### 4.2 Direct sale

A direct sale is allowed only with the express written approval of medcom. If this approval is granted, all exhibits and/or presentations are to be furnished with clearly legible price tags. In particular, the customer has to comply with the valid requirements under trade law and health law and to obtain the corresponding approvals.

### 4.3 Industrial property rights

Copyrights and other industrial property rights regarding exhibits and/or presentations must be secured by the customer.

## 5. Terms of payment

### 5.1 Payment obligation

The customer is obliged to pay to medcom the prices agreed pursuant to the admission. In addition, the customer bears the expenses for services of third parties to the extent that they have been advanced by medcom for the customer pursuant to the contractual agreements. All prices stated are net prices exclusive of the respectively statutory VAT.

### 5.2 Maturity

Down-payments and payments of balance pursuant to the admission are to be made to the account of medcom notified in the written confirmation/invoice until the dates shown in each case without cash discount and/or agents' discount, in each case stating the invoice number. Ancillary costs (power, water, etc.) are charged to the customer separately after termination of the event and are to be paid immediately. In the case of default of payment, medcom shall be entitled to charge interest amounting to 8% above the base lending rate unless the issuing or presenting company is a consumer within the meaning of the law. In the latter case, an interest rate amounting to 5% above the base lending rate shall apply. If medcom proves higher default damage, such higher damage may be claimed. In the same manner, the customer shall be entitled to prove that no damage occurred at all or that damage lower than claimed by medcom occurred.

### 5.3 Assignment, offsetting

The customer is not allowed to assign accounts receivable from medcom to third parties. The customer may declare the offsetting of accounts receivable from medcom only with uncontested or legally ascertained counterclaims.

### 5.4 Complaints

The customer is obliged to examine the written confirmation/invoice of medcom and/or subsequent additions immediately. Complaints of the written confirmation/invoice and/or subsequent additions may only be taken into account if they are asserted vis-à-vis medcom

within 14 days after receipt of the written confirmation/invoice and/or the subsequent addition in writing.

#### **5.5 Lessor's lien**

In order to secure your accounts receivable, medcom reserves the right to exercise the lessor's lien and to sell the pledged chattel in the open market after written notification. medcom shall only be liable for damage to the pledged chattel in the case of intention or gross negligence. The customer has to provide information about the ownership situation regarding the exhibits and/or presentations at any time.

### **6. Liability, insurance, supervision by watchmen**

#### **6.1 Liability of medcom**

medcom only shall be liable for damage due to intention or gross negligence. medcom shall not be liable for loss, theft or damage of exhibits, presentations or items brought in personally in connection with the event or during transport. Further claims, e.g. for lost profit, compensation of consequential damage or the like shall be excluded. If a general overnight supervision by watchmen and/or night-time closure of the venue is warranted, this shall not include a supervision by watchmen of the individual exhibits and/or presentations. In the case of damage, a damage report is to be filed with medcom immediately. Any claims for damages vis-à-vis medcom shall not be applicable if medcom rejects the payment of damages and the customer does not bring an action within 6 months after receipt of the rejection. medcom does not accept any liability whatsoever for any damage resulting from the fact that disturbances may occur in the case of power fluctuations or force majeure within the framework of the energy supply. The same shall apply if the supply is interrupted upon order of the municipal utilities and/or the local energy supply companies. medcom is not obliged to monitor time-limits, lodge appeals etc. in matters of the customer.

#### **6.2 Liability of the customer**

The exhibition spaces and/or presentation facilities are to be treated carefully by the customer both during assembly and disassembly as well as during the event. The same applies to the items leased by medcom. The customer is liable for any damage to persons and property caused by the customer itself, its employees, third parties instructed by the customer, vehicles and/or means of transport used by the customer or visitors invited by the customer to the venue, the built-in components/equipment as well as the loading and parking areas. Exhibition spaces and presentation facilities are to be kept manned during the assembly, the exhibition/presentation and the disassembly permanently and to be secured sufficiently. The customer is obliged to conclude a sufficient insurance for damage to persons, property and for theft. The customer warrants that it holds the required rights of use for the names, logos, signets, photographs, etc. and that they are admissible without restriction in terms of company and trademark law as well as competition law and can be used by medcom. The exhibitor shall be liable for claims of damages of third parties which are connected with a violation of the warranty pursuant to the paragraph above for whatever legal ground, and all expenses associated with it [including legal defence] for medcom. The customer is obliged to indemnify medcom from possible claims for damages of third parties in connection with the operation of a booth.

### **7. Rescission of the contract**

#### **7.1 Cancellation of the customer**

The rescission of the contract as well as the proper termination of the contract by the customer is no longer impossible after the written confirmation/invoice of medcom. If medcom nevertheless consents to an amicable termination of the contract by mutual agreement, the following shares of the invoice amount are to be paid to medcom. ■ 50% of the respective invoice amount upon termination of the contract by mutual agreement until 10 weeks prior to start of the event if the exhibition space and/or presentation facilities applied for can still be rented out otherwise, otherwise 100% of the invoice amount. ■ 100% of the respective invoice amount upon cancellation after that time. The calculation takes place in each case exclusive of the statutory VAT.

#### **7.2 Termination by medcom**

medcom shall be entitled to give notice of extraordinary termination if the customer does not meet its significant contractual duties. Such violation of the contract is in particular given in the following cases: 1) Non-compliance with the periods of payment pursuant to the written confirmation/invoice; b) occupation of the exhibition spaces and/or presentation facilities not within the due time and/or improper occupancy of such spaces or facilities or non-compliance with the assembly instructions; c) violation of special provisions applicable at the venue; d) discontinuation of the company-related prerequisites for granting the admission or discovery of reasons which would have justified a non-admission. This applies in particular to the case that bankruptcy proceedings are opened or not opened regarding the assets of the customer and that the customer becomes insolvent. The customer has to inform medcom about the occurrence of such events immediately. In the case of extraordinary termination at fault of the customer by medcom, the payments made by the customer shall not be reimbursed.

### **8. Postponement or cancellation of the event or individual exhibitions or presentations**

In the case of force majeure or compelling reasons not at fault of medcom, the entire event or individual exhibitions or presentations may be postponed, cancelled or extended or their duration may be changed. In the case of a postponement or change of the duration, the registration of the customer shall continue to be binding. However, the customer may be exempted from the continued applicability of the registration if special reasons are given.

#### **8.1 Cancellation of the event/industrial exhibition due to CoVID-19**

If the event has to be cancelled due to the current CoVID-19 situation, a withdrawal is possible free of charge - unless medcom has already published the company's logo and support in the invitation/program of the event/meeting. In this case, 1/3 of the sponsorship amount will be due.

#### **8.2 Face-to-face event becomes virtual**

Even if the exhibitor is offered a virtual stand, the exhibitor may withdraw from the contract on the basis of 8.1.

#### **8.3 Hybrid meeting becomes virtual**

In the event of a hybrid meeting being converted to virtual, the exhibitor may not withdraw from the booking. The conversion to a virtual exhibition stand shall be carried out at medcom's expense.

### **9. Picture and sound recordings**

Picture and sound recordings of exhibits and/or presentations are allowed only with the approval of the respective customer and may only be made during the opening hours if the visitor traffic is not impaired due to that.

### **10. Advertisement**

The customer may advertise only within the exhibition spaces and/or presentation facilities allocated to the customer. Companies that do not exhibit or present at the event are not allowed to advertise at the venue. Obtrusive ads which do not fit the framework of the event shall not be allowed. Writings and company signs designed in neon or flickering letters shall be allowed only with the written approval of medcom. Optical, moving and acoustic advertising material shall only be allowed if this does not result in a nuisance to visitors and/or the other customers. The reproduction of Celluloid films (§ 123 VstättVO [Assembly Place Regulation]) shall not be allowed.

### **11. Miscellaneous**

#### **11.1 Domestic authority and compliance with police provisions**

The lessor of the venue shall have domestic authority in all areas. It is entitled to control the exhibits and presentations and to order safety measures for the proper execution of events and compliance with legal provisions. Upon receipt of the registration, the customer submits to all regulations of the police and other official authorities as well as the technical safety provisions of the lessor of the venue.

#### **11.2 Keeping of animals**

It is not allowed to bring animals to the venue.

#### **11.3 GEMA fees, social insurance for artists**

The customer is obliged to pay any GEMA fees and/or contributions to the social insurance for artists possibly occurring for the artistic performances carried out by the customer or on its behalf for own account. Also insofar, the customer indemnifies medcom from claims of third parties.

#### **11.4 Opening hours/obligation to keep the premises open**

The exhibiting customer is obliged to keep its exhibition space manned during the opening hours, to keep the exhibition space clean and to clear it on time. The presenting customer is obliged to keep the presentation facilities manned and clean during the agreed periods incl. assembly and disassembly periods and to clear them on time. Within one hour after expiry of the daily opening hours, the exhibiting and presenting customers as well as their companions must have left the venue and removed any vehicles from the premises.

#### **11.5 Disassembly/termination of the exhibition and presentation measures**

After termination of the exhibition, the exhibition booth must be disassembled by the customer within the agreed period of time until the agreed final date. Presentations are to be finalised within the agreed period of time and the presentation facilities are to be vacated within the agreed time. If the booth and/or the presentation facilities are not disassembled until the agreed dates or within periods fixed, medcom shall be entitled to remove and store all items at the expense of the customer. If the agreed time frame is exceeded in case of presentations, medcom shall reserve the right to interrupt the ongoing presentation in order to use the presentation facilities for other purposes or to subsequently charge the time volumes additionally made use of.

#### **11.6 Federal data protection act**

The personal data of customers are stored and processed by medcom in compliance with the statutory provisions.

#### **11.7 Applicable laws, place of performance, place of jurisdiction**

Germany laws excluding the UN Sales Convention apply. Place of performance is the respective venue. Place of jurisdiction is Düsseldorf.