

General Terms and Conditions

of bsh medical communications GmbH, Liebfrauenstrasse 7, 40591 Düsseldorf (hereinafter referred to as "medcom"/"us")

for events with exhibitions and/or presentations in business transactions with entrepreneurs

Last updated: July 2026

1. Scope, General

1.1 These General Terms and Conditions (GTC) of medcom (hereinafter also referred to as "We/Us") apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), i.e. (i) natural persons or legal entities who purchase the goods or services for commercial or professional use and (ii) to persons/entities under public law and special funds under public law.

1.2 The following terms and conditions (GTC) apply exclusively to the business relationship with our Customer, including for information and advice. If our GTCs have been introduced into the business with the Customer, they shall also apply to all further business relations between the Customer and us, unless otherwise expressly agreed.

Deviating General Terms and Conditions of the contractual partner – hereinafter referred to as "Customer(s)" – shall only apply if and to the extent that we expressly acknowledge them; otherwise, they will be rejected. In particular, our silence on such deviating general terms and conditions shall not be considered as recognition or consent, even in the case of future agreements.

1.3 Our General Terms and Conditions shall apply instead of any general terms and conditions of the Customer, in particular Terms and Conditions of Purchase (TCP) of the Customer, even if according to these TCP the acceptance of an order shall be deemed to be an unconditional recognition of the Terms and Conditions of Purchase, or if we deliver after the Customer has informed us that their General Terms and Conditions of Purchase apply, unless we have expressly waived the application of our General Terms and Conditions vis-à-vis the Customer. The exclusion of the General Terms and Conditions of the Customer shall also apply if the General Terms and Conditions on individual points of our GTC do not contain any separate regulation. Individual contractual agreements (including collateral agreements) always take precedence over these GTCs. Deviating agreements must be made in writing¹ in order to be effective, with legal formal requirements remaining unaffected.

1.4 If framework agreements or other agreements have been concluded with the Customer, these take precedence over these GTCs. They are supplemented by the present GTC, unless more specific regulations have been made.

1.5 Insofar as claims for damages are mentioned below, these shall also mean claims for compensation of expenses within the meaning of Section 284 of the German Civil Code (BGB).

2. Registration

Registration for an exhibition stand or a presentation (symposium, workshop, course or other activity) shall be made exclusively by means of the registration form provided by medcom. The registration form must be filled in carefully and signed in a legally binding manner.

3. Confirmation of attendance/invoice

The registration will be accepted by medcom by handing over the written confirmation/invoice. Hereby, contractual agreements will be concluded exclusively between the Customer and medcom for the rental space for a stand of the Customer at the event and an

agreed sponsorship in accordance with the agreements made, which the respective event carries out on behalf of the event organiser and on the basis of a main rental contract with the lessor. Upon receipt of the written confirmation/invoice, the Customer is admitted to the respective event. This admission shall be granted only to the respective Customer and for the activities duly notified by them. This admission shall not be transferable. Any special requests, additional requirements or amendments not contained in the registration documents require the prior explicit consent of medcom in order to become part of the contract. The Customer is obliged to inform medcom in advance in the event of amendments and/or supplements to the use in good time before any work is carried out and to obtain the necessary consent. Without the consent of medcom, any use deviating from the agreement is prohibited.

4. Content of the agreement

Subject to collateral agreements which require the written confirmation of medcom in order to be effective, the following documents shall be deemed to be essential elements of the agreement: a) the registration form, b) the Special Terms and Conditions of Participation of medcom, which will be provided to the Customer by medcom before the conclusion of the agreement or on their first request free of charge, c) these General Terms and Conditions. In the event of discrepancies, the regulations shall apply in the aforementioned order, as well as the General Instructions, which will be adapted according to the venue. Any individual or night surveillance has to be booked separately by the Customer.

5. Limitations

medcom shall be entitled to allocate a specific event space to the Customer. medcom may also subsequently allocate the Customer another exhibition or presentation space that is substantially equivalent in terms of size, location, visibility and usability if this is necessary for objective reasons, in particular for reasons of collateral, official requirements, technical requirements, space planning or for the proper organisation of the event. The legitimate interests of the Customer shall be duly taken into account. If such a modification leads to a not negligible impairment of the agreed use, the Customer shall be entitled to demand an appropriate reduction of the remuneration; and if this modification is unreasonable, the Customer may withdraw from the contract. Accordingly, medcom may demand the Customer to refrain from acts/representations, the content of which does not fit the subject matter of the overall event or deviates from the content approved in advance. Medcom is entitled to have unapproved exhibits and/or presentations removed and/or stored in whole or in part at the expense and risk of the Customer. The same applies to initially approved exhibits and/or presentations that do not fit within the scope of the event, prove to be objectively unsuitable (e.g. in the event of a violation of applicable safety regulations) or endanger, harass or disturb the event or the attendees. In such cases, the exhibiting or presenting company shall not be entitled to any claims for damages of any kind against medcom. With the exception of claims for injury to life, limb or health, claims resulting from wilful or grossly negligent violation of duty as well as claims arising from breach of material contractual obligations; in the case of the latter, liability shall be limited to the foreseeable damage/loss typical for

the contract. Material contractual obligations are those which characterise the concluded agreement and upon whose fulfilment the Customer may rely.

6. Joint exhibitors/stand

The sharing of exhibition spaces or presentation rooms with other companies requires the prior consent in writing of medcom. The consent may be refused on objective grounds (e.g. disturbance of other participants in the event, safety concerns based on objective indications).

7. Allocation and design of exhibition spaces and presentation rooms

7.1 Basic principle

Medcom allocates the exhibition spaces as well as the presentation rooms taking into account the theme and structure of the respective event as well as the spaces and rooms available. Special requests will be taken into account if possible. However, there is no entitlement to realisation.

7.2 Changes of areas and/or rooms

Medcom expressly reserves the right to change the location of the exhibition spaces or the presentation rooms even after admission has been granted and, if necessary, also at short notice if this is necessary for achieving the purpose of the event.

7.3 Exchange, cession to third parties.

A complete or partial cession, sublease, transfer, subvision or exchange of the allocated exhibition space or presentation room requires the prior consent in writing of medcom. The consent may only be refused on objective grounds, in particular if the third party does not fit the event concept, if official or technical requirements are opposed, if the legitimate interests of other attendees are adversely affected or if there are objectively justified payment or reliability concerns against the Customer.

7.4 Design – Exhibition

Stand superstructures may only be installed as indicated in the filed application. The minimum and maximum standard stand height can be found in the General Instructions of medcom, which may be requested by the Customer from medcom free of charge at any time. Failure to comply with or exceeding these limits shall only be permitted after consultation and explicit approval by medcom. Stand superstructures must always be self-supporting. Mounting on walls, columns or floors is prohibited.

7.5 Design of presentation rooms (symposium, workshop, course, etc.)

Occupancy of the areas, spaces and rooms is only permitted to the extent specified by or coordinated with the organiser with regard to maximum seating as well as the form and extent of the overall design.

7.6 Design – General

If materials are glued to the floors, these must be 100% residue-free. Pillars, columns, wall projections, etc. within the exhibition spaces or presentation areas are considered part of the allocated exhibition spaces or presentation areas. The affixing of advertising materials, advertising posters and/or information signs as well as the glueing, painting and wallpapering of building parts, ceilings, walls, columns, floors and/or other components/objects of the venue is not permitted unless the venue has other specifications. Instal-

¹ In this document, "in writing" does not mean mandatorily with a handwritten signature, i.e. it can be by e-mail or the like (note of translator)

lations and/or alterations to existing facilities and/or systems of the venue planned by the Customer require the prior explicit approval of medcom.

The costs incurred in this context as well as the costs for restoring the original condition shall be borne by the Customer. All restoration work must be carried out exclusively by specialist companies and must be approved in advance by medcom. Medcom shall be entitled to make replacements at the expense of the Customer if the Customer does not guarantee the restoration of the original condition without delay.

Fire detectors, fire extinguishing systems, hydrants, electrical distributors, switchboards, telephone distributors, emergency lighting, accesses and escape routes must remain freely accessible. They may neither be removed from their location nor built over, obstructed, concealed nor covered. The use of open fire or light, e.g. alcohols, fuel oil, gas etc. for cooking, heating and operating purposes, the use of immersion heaters and the connection of heating and cooking appliances without thermal shutdown protection (protection against dry running) is prohibited. The use of pressurised gas cylinders without the express consent of medcom, which the Customer is not entitled to claim without a corresponding contractual agreement, is not permissible and the Customer shall desist from doing so. When handling compressed gas cylinders, the Customer must comply with the applicable legal provisions, in particular the German Health and Safety at Work Regulations (Betriebssicherheitsverordnung, BetrSichV), the relevant hazardous materials regulations and the applicable DGVU (German Statutory Accident Insurance) regulations and rules. Acts which are to be regarded as posing a fire hazard require official authorisation, which the Customer must apply for independently at the competent body.

The use of lasers is only permitted with the prior explicit consent of medcom, which the Customer is not entitled to claim without a corresponding contractual agreement, and the Customer shall desist from doing so. The Customer shall obtain the necessary official authorisation from the competent authority at their own expense. Furthermore, the Customer shall arrange for a test and acceptance of the laser by a sworn expert at their own expense in good time before the event. The technical facilities of the venue may only be operated by competent personnel authorised by the organiser. The Customer shall be liable for all damages/losses resulting from infringements.

8. Exhibits/presentations

8.1 Removal, replacement

The approved exhibits and/or presentations may only be removed from their intended place during the event by separate agreement. Any replacement may only take place after express approval by medcom. Removal and/or replacement is only allowed up to one hour before the start and from one hour after the end of the daily opening hours.

8.2 Direct sales

Direct sales are only permitted with the explicit approval of medcom, to which the Customer cannot pretend without a corresponding contractual agreement and without refraining from such claims by the Customer. If this approval is granted, all exhibits and/or presentations must be labelled clearly legible with their prices. In particular, the Customer must comply with the applicable trade and health regulations and obtain the corresponding authorisations.

9. Industrial property rights

The Customer warrants that their exhibits, presentations, labels, content and advertising materials do not infringe any rights of third parties.

10. Terms of payment

10.1 Payment obligation

The Customer is obliged to pay the contractually agreed prices and the following utilities to medcom. The Customer shall also bear the costs for services provided by third parties, insofar as these have been paid by medcom for the Customer within the framework of the contractual agreements. All advertised prices are net prices plus the respective statutory VAT.

10.2 Due date

Payments on account and final payments according to authorisation must be made, with indication of the invoice number, up to the respective specified due dates without any cash discount and/or agency discounts to the bank account of medcom specified in the written confirmation/invoice. Utilities (electricity, water, etc.) will be charged to the Customer separately after the end of the event according to actual consumption and are to be paid immediately by the Customer. In the event of delay in payment, medcom shall be entitled to charge interest at a rate of 8% above the base rate, provided that the exhibitor and sponsor is a company.

If medcom proves a higher damage/loss caused by delay, this can be claimed. In the same way, the Customer is entitled to prove that no damage/loss has occurred at all or that it is considerably lower than claimed by medcom.

10.3 Assignment, offsetting

The assignment of claims of the Customer against medcom is permissible if these are monetary claims. The Customer is prohibited from assigning outstanding claims other than monetary claims against medcom to third parties. Offsetting by the Customer against outstanding claims of medcom is excluded, unless these are undisputed or legally established, or are due to the violation of a main obligation of medcom arising from this contractual relationship.

11. Objections

The Customer is requested to check the confirmation/invoice of medcom as well as any subsequent amendments immediately upon receipt and to notify medcom in writing of any recognisable inaccuracies, deviations or objections within 14 calendar days of receipt.

Failure to make a notification within this period shall not be deemed to constitute approval of the confirmation/invoice or any subsequent amendments. Statutory rights and objections of the Customer remain unaffected.

12. Lessor's lien

Insofar as medcom is entitled to statutory security interests, in particular a lessor's lien, they may exercise these in accordance with the statutory provisions. Objects which are clearly owned by third parties or for which the Customer proves third-party ownership without delay, will not be utilised unless mandatory statutory rights state otherwise. Liquidation shall only take place after a prior warning in writing and after a reasonable period of time has elapsed. Medcom shall be liable for damage to the items brought in in accordance with the liability regulation in section 13.

13. Liability, insurance, surveillance/security

13.1 Liability of medcom

Medcom shall be liable without limitation for any damage/loss resulting from injury to life, limb or health which arises from any violation of duty on the part of medcom, its legal representatives or vicarious agents, as well as for any damage/loss resulting from intentional misconduct or gross negligence or any guarantees assumed by medcom, its legal representatives or vicarious agents.

In the event of minor negligence in breach of material contractual obligations, medcom shall be liable in the amount limited to the typical damage/loss foresee-

able at the time of conclusion of the contract. Material contractual obligations are those obligations whose fulfilment is required for duly executing the agreement and upon whose compliance the Customer may regularly rely.

In all other respects, medcom's liability is excluded. Liability pursuant to mandatory statutory provisions, in particular under the German Product Liability Act (Produkthaftungsgesetz), remains unaffected.

General surveillance or night closure of the venue does not create any obligation for medcom to provide individual surveillance of exhibition stands, presentations or items brought in, unless such individual surveillance is expressly agreed. The Customer shall immediately notify us in writing of any loss, theft or damage; statutory rights shall remain unaffected.

medcom shall not be liable for disruptions to the energy supply not attributable to medcom.

medcom shall only be liable for disruptions to the energy supply if medcom, their legal representatives or vicarious agents is/are responsible for the disruption in accordance with the preceding paragraphs.

13.2 Liability of the Customer / Insurance

13.2.1 The exhibition spaces or presentation rooms must be handled with care by the Customer both during assembly and dismantling and during the event. The same applies to items rented by medcom. The Customer shall be liable in accordance with the statutory provisions for damages/losses culpably caused by them, their legal representatives, employees, vicarious agents or third parties commissioned by them. The Customer shall only be liable for damages/losses caused by attendees if the conduct of the attendee is attributable to the Customer according to statutory provisions or if the damage/loss is resulting from a violation of the Customer's organisational, supervisory or traffic safety obligations.

13.2.2 The Customer shall indemnify and hold harmless medcom against claims by third parties insofar as these claims are based on a violation of contractual obligations towards medcom, of statutory provisions or of rights of third parties attributable to the Customer. The indemnity shall also cover normal and reasonable costs, in particular reasonable costs of legal defence. The indemnity shall not apply if the claim is based on the conduct of medcom or their legal representatives or vicarious agents.

13.2.3 The Customer is obliged to take out appropriate insurance for personal injury, property damage, and theft. The Customer warrants that they hold the necessary rights of use for the names, logos, signatures, photographs etc. used and that these are permissible under corporate and trademark law as well as under competition law and can be used by medcom without limitation.

14. Withdrawal from the contract

14.1 Cancellation on the part of the Customer

After receipt of the admission/confirmation, ordinary termination of the agreement by the Customer is excluded, unless statutory termination or withdrawal rights exist.

If medcom consents to cancel the contract, or if the Customer terminates without legal reason, medcom may demand liquidated damages in accordance with the following provisions:

- up to 10 weeks before the event: 50% of the agreed net remuneration;
- as of 10 weeks before the event: 100% of the agreed net remuneration.

The Customer expressly reserves the right to prove that medcom has suffered no or considerably less damage/loss. medcom reserves the right to prove that the damage/loss suffered by them is higher. Any other rental or

other utilisation of the space or presentation opportunity as well as saved expenses will be credited.

14.2 Termination by medcom

Termination for delay in payment requires unsuccessful demand for payment with a reasonable payment period, unless a deadline is not necessary according to the legal provisions.

If medcom terminates the contract for an important reason attributable to the Customer, they may demand compensation for the damage/loss incurred as a result. Payments already made shall be offset against this damage/loss. Saved expenses and benefits from other forms of utilisation shall be taken into account. The Customer reserves the right to prove that no or considerably less damage/loss has occurred. An important reason may exist in particular if specific circumstances seriously jeopardise the proper execution of the contract, in particular if the Customer is insolvent or fails to pay due sums despite demand for payment. Mandatory insolvency law provisions remain unaffected.

15. Postponement or cancellation of the event or individual exhibitions or presentations

If the event cannot be held or cannot be held as planned for reasons of force majeure (an event that comes from outside, has no operational connection and cannot be averted even by the utmost reasonably expected care, in particular pandemics, epidemics, acts of war, including abroad), due to an official order, for security reasons or for other compelling reasons not attributable to medcom, medcom shall be entitled to cancel, move, shorten or otherwise adapt the event, insofar as this is necessary and reasonable for the Customer.

In the case of a merely insignificant modification, the agreement remains in force. In the event of a material change, in particular a significant change in time, a shortening or change of the event concept, the Customer shall be entitled to withdraw from the agreement in writing within 14 calendar days of receipt of the notification. In this case, fees already paid shall be refunded if they are not counterbalanced by any services already provided that are usable by the Customer. Any further claims may only be asserted in accordance with the liability agreed.

16. Cancellation of the event

Insofar as medcom has already provided agreed sponsorship services before a cancellation or termination of the contract, in particular the publication of the logo or a support notice in invitations, programmes, websites or other event media, the agreed proportional remuneration shall remain owed, insofar as the service is commercially exploitable for the customer. medcom may demand a lump sum of one third of the net remuneration attributable to the sponsorship service. The Customer reserves the right to prove that no or considerably less value has been generated; medcom reserves the right to prove a higher value.

17. Physical event goes virtual

If an event booked as a physical event is conducted entirely as a virtual event, the Customer may withdraw from the contract in writing within 14 calendar days of receipt of the notification of the change. Fees already paid shall be refunded if they are not counterbalanced by any services already provided which are usable by the Customer.

18. Hybrid event goes virtual

If a hybrid event is conducted entirely virtually, the agreement shall remain in force if the virtual service offered to the Customer is substantially equivalent and is reasonable for the Customer, considering the booked service package. If this is not the case, the Customer may withdraw from the contract or demand an appro-

priate reduction of the remuneration in writing within 14 calendar days of notification of the modification.

19. Visual and sound recordings

Visual and sound recordings of exhibition stands and/or presentations shall only be permitted with the approval of the respective Customer and may only be made during opening hours if this does not impair the traffic of attendees.

20. Advertising

The Customer may only install advertising within the exhibition space allocated to them. The customer may not do advertising in the "presentation room". Companies that are not exhibitors or presenters are prohibited from advertising at the venue. Obtrusive advertising that does not fit the scope of the event is not permissible. The use of fonts and company symbols in neon or flicker lettering shall only be permitted with the written consent of medcom. Visual, moving and acoustic advertising elements are only permitted if this does not result in any annoyance to the attendees and/or the other customers. Any advertising shall be congruent with the purpose and the subject matter of the event, compliant with regulatory and safety requirements, and conformable with the legitimate interests of the attendees, other customers and medcom. Celluloid film screenings (Section 123 of the German Venue Regulations (VstättVo) are prohibited.

21. Miscellaneous

21.1 Domiciliary rights and compliance with police regulations

The Customer must comply with the official requirements, house rules and technical safety regulations made available to them in writing or electronically before the contract is concluded or at the latest with the approval, insofar as these are relevant for the organisation of the event and are reasonable for the Customer. Mandatory statutory or regulatory requirements remain unaffected.

21.2 Presence of animals

Bringing animals to the venue is not permissible.

21.3 GEMA Fees, Social insurance for self-employed artists

The Customer is obliged to pay any GEMA (German Society for musical performing and mechanical reproduction rights) fees and/or contributions to the German Social insurance for self-employed artists for artistic performances performed or commissioned by them on their own account. Likewise, the Customer shall indemnify and hold harmless medcom against any and all claims of third parties in the event of culpable breach of duty. Section 254 German Civil Code (BGB) (joint and several liability) remains unaffected.

21.4 Opening hours/duty to keep open

The exhibiting Customer is obliged to keep their exhibition space attended and clean during the opening hours and to vacate it on time. The presenting Customer is obliged to keep the presentation rooms attended and clean during the agreed times including set-up and dismantling times, as well as to vacate them on time. Within one hour after the end of the daily opening hours, Customers that are exhibitors and presenters as well as their accompanying persons must have left the venue and vacated the premises of vehicles. This does not apply if a delay is caused by medcom, the venue or by regulatory or safety requirements.

21.5 Dismantling/ending of the exhibition and presentation activities

The customer is obliged to dismantle their stand/presentation in accordance with the General Instructions of medcom (which will be provided to the Customer by medcom free of charge on their first request) and in such a way that the course of the event is not disturbed, i.e. it must not be dismantled before the agreed and published time.

If the dismantling or clearance does not take place within the agreed times, medcom may, after a prior warning in writing and expiration of a reasonable grace period, arrange for the removal and storage of the items at the expense of the Customer. A grace period is not required if there are exigent circumstances, if required by regulatory requirements, or if a subsequent use of the area or space would otherwise be significantly impaired. If the Customer exceeds the agreed time frame of a presentation, medcom may interrupt the presentation if this is necessary to comply with the course of the event or for subsequent use. A subsequent billing shall be made according to the agreed hourly rates; in the absence of such, according to the usual and reasonable fees.

22. German Federal Data Protection Act

Personal data are processed in accordance with the General Data Protection Regulation (GDPR), the German Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG) and the relevant data protection regulations. Details, in particular concerning the person responsible, purposes, legal bases, recipients, retention period and rights of the data subject, result from the separate data protection notices of medcom, which will be made available to the Customer before or at the time of conclusion of the contract. The privacy policy of medcom can be found at <https://www.medical-communications.de/datenschutz> or will be made available to the Customer of medcom on first request free of charge.

23. Applicable law, place of fulfilment, jurisdiction

German law applies, with the United Nations Convention on Contracts for the International Sale of Goods being excluded. Unless otherwise agreed, the place of fulfilment is the respective venue.

If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising out of or in connection with this agreement shall be Düsseldorf. medcom shall also be entitled to sue the Customer at their general place of jurisdiction. Mandatory statutory places of jurisdiction remain unaffected.