

expopharm



# Eligibility Requirements

Düsseldorf // 13–16 September 2017



Mediengruppe Deutscher Apotheker

# Eligibility Requirements

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## Eligibility Requirements

The following eligibility requirements apply for participation as an exhibitor or co-exhibitor at the designated event. Only that version of the eligibility requirements which is current at the time of registration shall apply. We do not recognise applicant or participant conditions which are in opposition to of which deviate from our eligibility requirements. Our eligibility requirements apply even if we complete a participation contract or perform services in knowledge of applicant or participant conditions which are in opposition to of which deviate from our eligibility requirements.

## 1. Event title

expopharm 2017  
International Pharmaceutical Trade Fair

## 2. Event location (2017)

Messe Düsseldorf GmbH  
Messeplatz  
Stockumer Kirchstrasse 61  
40474 Düsseldorf, Germany

## 3. Organiser

Avoxa – Mediengruppe Deutscher Apotheker GmbH  
(hereinafter referred to as Avoxa)  
Carl-Mannich-Strasse 26, 65760 Eschborn, Germany  
P.O. Box 5240, 65727 Eschborn, Germany  
Telephone: +49 6196 928-410  
Fax: +49 6196 928-404  
E-mail: [exhibitor@expopharm.de](mailto:exhibitor@expopharm.de)  
Internet: [www.expopharm.de](http://www.expopharm.de)

## 4. Sponsor

ABDA – Federal Union of German  
Associations of Pharmacists e. V.  
Unter den Linden 19–23, 10117 Berlin, Germany

## 5. Trade fair service provider/ technical services

Messe Düsseldorf GmbH  
Messeplatz  
Stockumer Kirchstrasse 61  
40474 Düsseldorf, Germany  
Telephone: +49 211 4560-01  
Fax: +49 211 4560-668  
E-mail: [info@messe-duesseldorf.de](mailto:info@messe-duesseldorf.de)  
Internet: [www.messe-duesseldorf.de](http://www.messe-duesseldorf.de)

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## 6. Exhibition spaces (exhibition subject)

expopharm is an annual trade fair for products, processes or services from the fields of:

1. **Drugs**
2. **Laboratory, nursing**
3. **Diet, hygiene**
4. **Pesticides, insecticides**
5. **Pharmacy facilities and resources**
6. **Services in the pharmacy market**

## 7. Exhibition participants (exhibitors/co-exhibitors)

The offer for trade fair participation is targeted to manufacturers, distributors, importers and service providers of products, processes or services in the aforementioned exhibition area that have the exclusive sales and distribution rights for the products, processes or services provided in Germany by them or by a manufacturer that is expressly authorised for sale or distribution in Germany.

An exhibitor is a party that participates with its own stand or in a joint stand at the trade fair due to a contract with the organiser (the individual exhibitors of an approved pavilion are also subject in their totality to the regulations for exhibitors).

A co-exhibitor is a party that exhibits or promotes its products, processes or services at the booth of an approved exhibitor with prior written consent of the organiser without itself being an exhibitor of the respective stand. A co-exhibitor is any other legal or natural person in relation to the exhibitor, even if said co-exhibitor has a close economic or organisational relationship in relation to the exhibitor.

A participation of consumers within the meaning of Section 13 BGB [German Civil Code] is excluded.

## 8. Approval

Any exhibiting or advertising participation in the trade fair requires the prior written approval by the organiser. Approval is always individual and objective. The extension of an issued approval in turn requires the prior written approval by the organiser.

Approval requires proper registration (see Item 9) as well as a written approval of the application by the organisers.

The organiser decides with regard to the approval of applications. A legal claim to approval does not exist. The approval is only valid for the exhibitor or co-exhibitor and the designated products, processes and services stated therein.

Through the submission of the approval by Avoxa, a contract between Avoxa and the exhibitor is concluded. The applicant expressly waives the receipt of the declaration of acceptance.

No independent contract between Avoxa and the co-exhibitor is created through the approval of a co-exhibitor (see Item 11) unless the co-exhibitor independently books additional services.

## 9. Registration

The registration deadline is 16 January 2017.

For the registration, the official registration form (also available at [www.expopharm.de/en/exhibitor/exhibitor-registration/](http://www.expopharm.de/en/exhibitor/exhibitor-registration/)) is to be used. The registration form is to be completed truthfully, unconditionally and without reservation; in particular, the application has to include the information regarding exhibition objects (description and assignment to the subject areas referred to in Item 6) as well as any desired co-exhibitors.

When registering for a joint stand, application forms by all of the exhibitors of the joint stand are to be attached, and reference to the joint stand is to be made on all of these applications.

For more information regarding the requirements and application of co-exhibitors, see Item 11.

The complete applications with a legally binding signature are to be sent to:

Avoxa – Mediengruppe Deutscher Apotheker GmbH  
Carl-Mannich-Strasse 26, 65760 Eschborn, Germany

Fax: +49 6196 928-404

E-mail: [exhibitor@expopharm.de](mailto:exhibitor@expopharm.de)

By signing and submitting the application form, the present eligibility requirements are recognised as a binding part of the contract.

The application is binding for the applicant up to 6 weeks after the registration deadline, regardless of any approval by Avoxa. Upon receipt of the application following the deadline, the applicant is bound to

the registration for up to 6 weeks before the event/at least 5 working days after receipt of the application (registration commitment period).

Pending the approval by the organiser and until the end of the registration commitment period, a rescission by the applicant under the terms of Item 16 is possible.

Reservations or reservation confirmations before receiving the formal application documents and approval by Avoxa are mutually binding.

Conditions and reservations in the application are not binding and cannot be considered; in particular, preferences regarding an exact location of the stand as well as desired exhibitors or exhibition fields in the vicinity of the allocated stand are not binding. An exclusion of competition is not granted.

If an applicant wishes to participate as a domestic general or country representative of a foreign manufacturer or service provider, the binding registration has to include also the written agreement of the manufacturer or service provider showing that the general or country representative is the exclusive distributor for the Federal Republic of Germany.

The data on the application will be stored electronically and only forwarded to third parties if doing so is permitted and necessary for the purpose of executing the contract.

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## 10. Stand location/ stand location changes

A change in the allocation of stand locations as implemented by the organiser is not binding and is based on event-strategic and technical factors. A claim by the exhibitor regarding a specific location, size or standard or regarding the exhibitor's previous event stand area/position exists independently of a placement request specified in the application.

Even after the approval and stand space allocation, the organiser shall be entitled to make changes with respect to the stand area, in particular to the exhibitor's stand in terms of location, type and size overall if said change is necessary due to urgent organisational reasons, for reasons of safety or public order, or because changes in the allocation of the spaces are required for a favourable event-strategic organisation.

If the allocated space is not available for a reason for which Avoxa is not responsible, the exhibitor shall be entitled to a refund of the participation fee. A claim for damages will not exist in such a case.

Avoxa reserves the right to alter or limit the entrances and exits to the exhibition grounds as well as to the halls and passageways.

## 11. Transfer of use/ approval of co-exhibitors

Without approval by Avoxa, it is not permitted to transfer an allocated stand or parts thereof to third parties with or without payment for said use.

In such a case, a transfer of use also includes the exhibiting and advertising for products, processes or services that are not specified in the approval or are contrary to the subject of the exhibition.

On the exhibitor's written application, Avoxa may permit an exhibitor to exhibit products, processes or services of an approved co-exhibitor at the applying exhibitor's booth.

The permission always requires that the co-exhibitor itself satisfies the eligibility requirements of an exhibitor, that the details and information provided by the exhibitor in the registration form are complete, truthful, unconditional and without reservation, and that the co-exhibitor subjects itself to the eligibility requirements of expopharm in their current version by submitting a written declaration to Avoxa. A provided permission will not have any legal effect on other applications or future trade fairs.

The exhibitor shall itself ensure that its co-exhibitors fulfil the eligibility requirements and respect the regulations of the exhibition management. The exhibitor shall be liable for the actions of its co-exhibitors just as for its own actions.

The co-exhibitors is subject to a fee. The co-exhibitor fee which is charged for approving co-exhibitors is to be paid by the applying exhibitor (see Item 13).

If the respective documents are received on time, approved co-exhibitors can be added to the trade fair catalogue in accordance with the conditions for registration.

Manufacturers and service providers who can exhibit their products, processes or services at the trade fair through third parties without the former's own staff being present at the trade fair will not be approved as co-exhibitors or exhibitors.

Manufacturers of machinery, equipment and other articles serving only for the demonstration of products of an exhibitor at the trade fair stand are not considered to be co-exhibitors.

The unauthorised transfer of use or the unapproved inclusion of a co-exhibitor at the stand of an exhibitor shall entitle Avoxa not only to the extraordinary termination without notice of the contract which had been concluded with the exhibitor that is in breach of the eligibility requirements, but also to the evacuation of the stand at the cost of the exhibitor. The exhibitor waives the rights of unlawful interference. The regulations pursuant to Item 17 also apply.

## 12. Joint stand

Several exhibitors may share a stand (joint stand) as long as they willingly integrate into the overall pattern of the event and an objective reason for such a joint stand exists.

The approval of a joint stand occurs through a separate written application of all the potential exhibitors of the joint stand. Every exhibitor of the joint stand has to complete the same official application form regarding the conditions for exhibitors and, in the case of a desire for approval of a joint stand, to mention all the participants of the joint stand.

The approval of a joint stand always requires that all the exhibitors of the joint stand meet the eligibility requirements. An award can only be provided jointly.

If a stand is allocated jointly to two or more exhibitors, these exhibitors shall be liable towards Avoxa as joint debtors.

The exhibitors of the joint stand have to appoint a joint, domestic representative with power of attorney for the sake of receiving and providing declarations of intention. The power of attorney shall be irrevocable until 4 weeks after the trade fair closes.

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## 13. Participation fees

The participation fee is composed of the stand cost plus mandatory costs and any co-exhibitor fees.

All prices, costs and fees listed below are net prices/fees plus the legally applicable VAT.

**Stand costs for exhibitors per square meter of stand and type are as follows:**

**Row stand** (one side open)

Each m<sup>2</sup> of floor area 159.00 EUR

**Corner stand** (two sides open)

Each m<sup>2</sup> of floor area 176.00 EUR

**Head stand** (three sides open)

Each m<sup>2</sup> of floor area 182.00 EUR

**Block stand** (four sides open)

Each m<sup>2</sup> of floor area 189.00 EUR

**The stand costs for exhibitors include:**

- 1. a number of exhibitor passes according to the respective exhibition space (see Item 20),**
- 2. entry in the official exhibitor directories,**
- 3. the organisation, provision and implementation of an international meeting point for match-making between exhibitors and visitors,**
- 4. general technical provision of the exhibit space/ exhibition halls.**

**In addition to the participation fee, the following mandatory costs for exhibitors apply:**

- 1. Acquisition of the Visitor Promotion Package –** unlimited number of ticket vouchers for customer invitations (requiring registration): For stands up to 49 m<sup>2</sup> for 499.00 EUR and for a stand area of 50 m<sup>2</sup> or more for 599.00 EUR per exhibitor. (Participation as an exhibitor without booking the Visitor Promotion Package is not possible.)
- 2. Flat-rate energy fee:** 4.90 EUR per m<sup>2</sup> of occupied stand area as a proportional flat-rate energy fee (includes subordinate energy costs, such as hall lighting, hall heating, air-conditioning, etc.).

The minimum stand size is 9 m<sup>2</sup>.

Every partial square meter will be charged fully. All surfaces without right angles are assessed with right angles additions. Projections, pillars, columns and space for installation connections are included in the calculation.

In the case of two-storey stands, the respective participation rate is increased by 50% per m<sup>2</sup> of covered area. The leased areas are not provided with stand partition walls. These are to be installed by the exhibitor at its own expense. Hall pillars and other fixed construction items which are included in the stand space do not justify a reduction of the participation fee.

The exhibitor will be charged an additional co-exhibitor fee of **190.00 EUR** per approved co-exhibitor. The exhibitor is always responsible for paying the co-exhibitor fee.



In addition, co-exhibitors can purchase the Visitor Promotion Package from Avoxa at a price of 199.00 EUR.

The participation price for a joint stand corresponds to the conditions for the participation of an exhibitor (including other costs).

## 14. Sales tax ID number

Avoxa usually provides exhibitors (companies) with a standardised service – the so-called event service – in accordance with Section 3a. 4. para. (2) VAT Application Decree (UStAE). For these services, the place of performance is the headquarters of the service recipient. Avoxa will accordingly charge German VAT to foreign exhibitors (companies) pursuant to the reverse charge procedure without an ID. A prerequisite for the acceptance of the business status of exhibitors from the European Union is the provision of a valid tax identification number by the exhibitor on the application form.

The exhibitor is obliged to report changes in the VAT identification number to Avoxa in writing.

If, in exceptional cases, services are not provided within the context of uniform service in the above sense and this statutory VAT is charged, foreign exhibitors can receive a refund of the invoiced VAT, as long as the respective legal requirements have been fulfilled.

## 15. Terms of payment

The participation fee which the exhibitor has to pay shall be due as follows:

- // 50 % upon admission as an exhibitor and
- // 50 % in July 2017.

The exhibitor will receive invoices from Avoxa concerning the amounts to be paid. Invoices by Avoxa are to be paid within 14 days upon receipt of invoice.

If invoices are sent to a third party upon instruction by the purchaser, the purchaser shall still remain the debtor in addition to or instead of the third party.

**Please send all payments, with the payment comment “expopharm” and the invoice number, to:**

**Avoxa – Mediengruppe Deutscher Apotheker GmbH**  
at the following account:

**Deutsche Apotheker- und Ärztebank eG**

**IBAN: DE02 3006 0601 0001 3585 10**

**BIC: DAAEDEDXXX**

In the case of default, interest at the rate of 8% of the base rate shall be due.

In the case of a total or partial non-compliance with payment deadlines, Avoxa shall be entitled to withdrawal regarding the entire approved space and to make use of it otherwise. Regarding compensation, Item 16 of the conditions applies.

Avoxa is entitled to make the issue of exhibitor passes dependent upon the timely payment of all invoice amounts.

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For all unfulfilled obligations, Avoxa is entitled to retain the stand equipment and trade fair goods of the exhibitor due to the right of lien.

Section 562a sentence 2 BGB does not apply.

If payment is not received within the prescribed period, Avoxa shall be entitled to sell the retained items by private contract after having provided written notification.

## 16. Withdrawal & non-participation

Withdrawal from the registration shall be possible until the approval occurs.

The cancellation fee is 2,250.00 EUR plus VAT per stand.

Upon approval as a participant, a withdrawal or a reduction of the stand area by the exhibitor is no longer possible. The total participation fee as well as any incurred expenses have to be paid.

If the exhibitor fails to occupy the stand area allocated to it and if this area can be rented by Avoxa otherwise, the exhibitor shall have to pay 25% of the participation fee as liquidated damages (but no less than the above-mentioned cancellation fee).

Any other rental in this sense does not already exist when the areas for which usage has been waived were occupied with other exhibitors merely for safeguarding the overall visual impression; such a rental only exists if the entire exhibition space has already been fully leased and more exhibitors could be accepted only because of the waiver. In the case of a non-participation of a co-exhibitor, the

co-exhibitor fee is payable in full. If the opening of the judicial liquidation of the assets of the issuer has been initiated or applied for or such an application has been rejected due to a lack of funds, Avoxa shall be entitled to terminate the contract without notice. The exhibitor has to immediately inform Avoxa about the filing for bankruptcy in any case.

In the event of a withdrawal, the Visitor Promotion Package shall be payable in full if the ticket vouchers had already been provided before the withdrawal. This includes the possible situation of a co-exhibitor not participating after the ticket vouchers were already provided to said co-exhibitor.

The liability for catalogue, stand construction and other costs which particularly result from third party claims or of rendered services remains unaffected thereby.

A separate cancellation of the Visitor Promotion Package or the Visitor Promotion Package for co-exhibitors is not possible.

## 17. Cancellation

A proper termination of the participation contract is excluded. The right to extraordinary termination of the contract for an important reason remains unaffected.

Avoxa shall be entitled to the extraordinary termination of the participation contract without notice if

- // the approval of the exhibitor or co-exhibitor was issued based upon false assumptions or information or if the approval requirements were omitted later;
- // the exhibitor or its co-exhibitor presents or advertises goods or services that are not listed in the approval and application;
- // the stand is used by a person other than the exhibitor listed in the approval or is transferred fully or partly for use to a third party, whether with or without payment;
- // the exhibitor has to affirm his assets, or insolvency proceedings regarding his assets are opened or rejected due to a lack of funds; a request for insolvency proceedings is equal to a bankruptcy declaration if not cancelled within 4 weeks after being opened;
- // with its goods or services, the exhibitor or co-exhibitor violates applicable law, particularly competition or professional conduct law;
- // the exhibitor or co-exhibitor advertises goods, services, media, companies or businesses that do not originate from the designated product area;

// advertising occurs which includes content that is racist, pornographic or contrary to public decency.

The exhibitors of the joint stand shall be responsible for any violations of an exhibitor of the joint stand which has been rented by them or of a co-exhibitor.

In the case of extraordinary termination, the organiser shall be entitled to close, evacuate, and/or relocate the stand. Furthermore, the organiser shall be entitled to collect the exhibitor badges as well as to prohibit the involved individuals from accessing the trade fair.

In the case of extraordinary termination without notice, the exhibitor shall have to bear the agreed participation fee in addition to other costs, including the evacuation of the stand and its storage.

## 18. Exhibited goods & trade fair forwarding company

Products, processes and services which are not listed in the approval may not be issued, advertised or offered. Unapproved products or advertising may be removed and stored by Avoxa at the cost of the exhibitor. Approved exhibits may not be removed until the entire event is concluded.

Avoxa assumes no guarantee that the products or services stated in the approval are compatible with the applicable law or that they may be issued with or without payment in pharmacies pursuant to pharmacy law, competition law or professional ethics. No legal examination will take place.

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For freight forwarding within the fairgrounds (i.e. unloading, including the provision of technical equipment, transport to the stand as well as customs clearance for temporary or permanent importation), only the contract carriers that have been approved by the trade fair service provider (see Item 5) may be utilised.

## 19. Security

Avoxa shall provide security at the entrances and in the halls. Considering the size of the exhibition centre and the large number of people who gather there, however, Avoxa cannot accept any responsibility for complete surveillance and control.

The event promoter accepts no custody obligations regarding exhibits, stand fittings or objects which are the property of the persons working at the stand.

Each exhibitor has to ensure the security of its own stand and exhibited goods. Corresponding security personnel may only be commissioned from the security company that has been approved by the trade fair service provider; the costs are to be paid directly to this security company. Documents regarding this topic will be provided to the exhibitor in due time. The exclusion of liability for personal injury and damage is not limited by the general security which is taken over by Avoxa (see Item 28).

## 20. Exhibitor passes

The exhibitor passes are intended exclusively for the exhibitor, its stand staff and its stand representatives.

Up to a stand area of 20 m<sup>2</sup>, a maximum of six exhibitor passes are included in the stand costs. Another exhibitor pass will be provided free of charge for each additional stand space of 10 m<sup>2</sup>. The inclusion of co-exhibitors does not increase the number of free or included exhibitor passes. Exhibitor passes are only issued following the payment of the participation fee.

Additional exhibitor passes can be ordered from Avoxa for 34.00 EUR plus VAT each.

Vouchers or voucher codes for visitor tickets from the Visitor Promotion Package may not be used in place of an exhibitor pass for an exhibitor's own personnel.

## 21. Entering other trade fair stands

Other trade fair stands may not be entered outside the daily trade fair opening times without the permission of the stand renter.

## 22. Sales regulations

Exhibitors may only accept orders for the products, processes or services that are stated in the approval. Exhibit goods may only be removed after the event. In all other instances, statutory provisions shall apply. Direct sales are not permitted.

The sale of tickets or ticket vouchers for expopharm may only occur by Avoxa or the companies that are commissioned by Avoxa for this purpose.

An abuse of the Visitor Promotion Package for the sale of tickets is illegal and shall entitle Avoxa to extraordinary termination of the agreement with the exhibitor without notice.

The recipient of a Visitor Promotion Package agrees to pay a contractual penalty of 250.00 EUR for each case of violating the prohibition of the sale of tickets or of the paid transfer of ticket vouchers, whereby the penalty shall apply for each ticket sold in violation of said prohibition or acquired via an entry voucher.

## 23. Advertising on the trade fair grounds

Printed matter and advertising materials may only be distributed within the allocated stand space. For more information regarding outdoor advertising, please refer to the technical guidelines.

Visual, mobile and acoustic advertising materials are permitted on the allocated stand space as long as they do not disturb the neighbouring stand and do not exceed the sound volume of 70 decibels at the stand boundary.

Commercial activities of any kind outside the allocated stand space (e.g. in the aisles or other places of the trade fair grounds) are not allowed. In cases of a breach of this regulation, Avoxa can take action by enacting trade fair bans and requiring respective changes (cf. Items 31-33).

Notwithstanding the above restrictions, only exhibition-related advertising measures that do not violate legal regulations or public decency and that have no ideological or political character are permitted at any time. Avoxa is also entitled to prohibit the distribution and display of promotional materials that may provide grounds for complaint as well as to ensure the existing stock of such advertising materials for the duration of the event. The exhibitor is responsible for contacting

### **GEMA**

Bezirksdirektion Stuttgart  
Herdweg 63, 70174 Stuttgart, Germany  
E-mail: messe@gema.de  
Internet: www.gema.de

in order to obtain licenses for musical performances of any kind (in exchange for a fee).

Compliance with the law concerning advertising in the field of medicine (medical advertising law), BGBl. I p. 3068 and BGBl. I p. 984 is mandatory.

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## 24. Catalogue

Avoxa publishes the official expopharm trade fair catalogue. Exhibitors will be informed in detail by

### **Avoxa**

and

### **A. Sutter Fair Business GmbH**

Bottroper Strasse 20, 45141 Essen, Germany

Telephone: +49 201 52353 - 904

Fax: +49 201 52353 - 2904

E-mail: [expopharm@fair.sutter.de](mailto:expopharm@fair.sutter.de)

Internet: [www.fair-business.de](http://www.fair-business.de)

regarding registration and advertisement opportunities.

Registration will be available only concerning those products which are noted on the approval by Avoxa. The event organiser or Avoxa only owe damages for defective, incomplete or omitted registration if said parties or their employees acted with intent or gross negligence in this regard. In any case, the compensation is limited to the typical, foreseeable damage. Compensation for any indirect damage, particularly for loss of profit, is excluded.

By applying, the applicant/exhibitor agrees to being contacted by A. Sutter Fair Business GmbH in writing, by e-mail or by phone concerning additional trade fair services.

## 25. Construction and design of the stands

To ensure a good overall impression, guidelines regarding the construction and design of stands, including mandatory requirements, will be established by the trade fair management. The exhibitors will be informed thereof in the technical guidelines. These guidelines are a binding part of the contract. The relevant statutory provisions and regulations are binding for the exhibitors. All stands must be properly equipped, staffed by qualified personnel and accessible for visitors during the prescribed opening times for the duration of the trade fair.

In the case of any violation of the above obligations, the exhibitor agrees to pay a contractual penalty to Avoxa in the amount of 1,000.00 EUR for each day that the violation occurs/continues.

The maximum permissible stand height is 6 m (provided this is permitted by the level of the hall ceiling and any permanent fixtures). Further provisions concerning stand structure are included in the technical guidelines. All other stand structures and designs have to be approved, particularly if special structures or meeting areas are intended or static calculations are required for the stand.

In applying for approval, the plans for the exhibition stand are to be submitted in duplicate to the trade fair service provider and the Department of Technical Exhibition Services in a timely manner and at least 6 weeks prior to the start of the event. These auditable documents consist of ground plans, views and structural cross sections with all measurements. The work for the stand construction may not commence until the exhibitor has received a copy of the approval endorsement of the trade fair service provider.

The design of the stand is left to the exhibitor, but it has to be suitable to the event. Avoxa reserves the right to influence the design of the stands.

## 26. Technical services, professional services, technical equipment

Avoxa shall handle all of the general heating, cooling and lighting in the halls.

Installations of supply and disposal connections may only be ordered via the trade fair service provider.

Cost of installation and other services will be charged separately by the trade fair service provider. Service orders to the trade fair service provider or the event organiser will only be accepted if the orders are issued with the order forms that are available on the Internet. Any connections, machines or pieces of equipment that are not approved for use in Germany, that do not conform to VDE regulations or of which the consumption is higher than reported can be removed at the cost of the exhibitor. The exhibitor is liable for damages resulting from any uncontrolled use of energy. Complaints to the technical services have to be reported immediately.

## 27. Disposal & cleaning

Each exhibitor has to dispose of its rubbish/waste responsibly. In the technical guidelines, the exhibitor will be informed about the possibilities of disposal on the trade fair grounds.

On behalf of Avoxa, the trade fair service provider handles the cleaning of the exhibition grounds, halls and aisles. The cleaning of the exhibition stand

is the responsibility of the exhibitor and has to be completed daily before the beginning of the event. If the exhibitor does not have cleaning performed by its own personnel, only companies approved by the trade fair service provider may be entrusted with the cleaning.

## 28. Exhibition insurance & disclaimer of liability

Avoxa has concluded an exhibition insurance framework agreement with regard to the common insurable risks (such as fire, burglary, theft, breakage, leakage and water damage), including the risks involved in delivery and collection. Each exhibitor can obtain coverage for its participation risk pursuant to this framework agreement at its own expense.

An order form which can be downloaded via the Internet is available to the exhibitor. Exhibitors that do not make use (at all or in due time) of the insurance coverage that is offered through this general insurance agreement thereby acknowledge to Avoxa that they waive any and all damages that would otherwise have been covered through the participation in the offered insurance policy.

In addition, Avoxa shall only be liable for direct physical damage due to intent or gross negligence on the part of Avoxa, their agents or their legal representatives.

In the case of slight negligence or the breach of contractual obligations, the liability shall be limited to the foreseeable damages.

This limitation does not apply to injury to life, limb or health or the violation of cardinal obligations.

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Regardless of fault, the liability of Avoxa in the case of any fraudulent concealment of a defect or for the assumption of a warranty remains unaffected thereby.

Excluded is the personal liability of the legal representatives, agents and employees of Avoxa for any slight negligence caused by them.

Avoxa and the trade fair service provider are to be notified immediately and in writing of any and all incurred damages, as well as of criminal activities of the police.

Avoxa shall not accept any duty of care for exhibit goods or stand furnishings and excludes any liability for damage or loss. The exclusion of liability is not limited by any security measures performed by Avoxa.

The exhibitor shall be liable for damages incurred by third parties acting on behalf of the exhibitor if the third party is responsible to the exhibitor or Avoxa for said damage.

Avoxa has taken out liability insurance for its liability. The exhibitor is included in this insurance contract but is subsidiary in relation to its own liability insurance.

Moreover, the General Insurance Conditions for Liability Insurance (AHB) apply. This liability insurance only covers damages to third parties. It does not cover the personal liability of the stand personnel of the exhibiting companies. Furthermore, the insurance coverage does not extend to trade fair restaurants/bistros or to special events that are not conducted by the event organiser.

## 29. Intellectual property

The protection of inventions, samples and trademarks to trade fairs is subject to the legal regulations that apply in Germany. No special trade fair protection exists. Patent applications should be filed with the Patent Office prior to the start of the trade fair.

## 30. Reservations/liability

In the case of compelling reasons that are not attributable to Avoxa, Avoxa shall be entitled to postpone, shorten, extend, cancel or temporarily close all or part of the trade fair. In such justified exceptional circumstances, as in all cases of force majeure, the exhibitors shall not be entitled to rescission, damages or a reduction of the participation fee.

If the exhibition does not take place for the above-mentioned reasons, the event organiser may retain or demand a portion of up to 25% of the participation fee for general costs, provided that the participation fee has not been paid at that point. A higher cost sharing can only be required if and to the extent that the exhibitor has ordered additional paid services. If Avoxa is responsible for the cancellation of the event, no participation fees will be due.

A claim for damages against Avoxa due to the failure to conduct the trade fair is excluded unless Avoxa has caused the damage intentionally or through gross negligence. In this case, as well, the compensation shall be limited to the typically foreseeable damage. The assertion of indirect damage is excluded, particularly of damage due to a loss of profit. The liability for culpable injury to life, limb or health is not affected thereby.



### 31. Domiciliary right

Avoxa exerts a domiciliary right with regard to the exhibition grounds for the duration of the event, including the assembly, performance and dismantling period. It is prohibited to bring pets onto the trade fair premises. Avoxa is entitled to issue instructions.

### 32. Photographing, filming, drawing and video recording

Filming, photographing or making sketches or video recordings within the trade fair grounds are only allowed for people who have been approved by Avoxa for that purpose and who are in possession of a valid Avoxa ID card. The production of photographic or other recordings of other exhibitors' stands is inadmissible in any case.

In the case of non-compliance in this regard, Avoxa can demand that the recorded material be handed over. The security centre of the trade fair service provider is to be notified of any stand photographs/recordings.

The resulting costs will be borne by the exhibitor, unless they are paid by the photographer. Avoxa is entitled to have photographs, drawings as well as film and video recordings made of the trade fair stands and the exhibition goods as well as to use such representational material for advertising or general press releases.

### 33. Violation of the eligibility requirements

In the case of a serious violation of the eligibility requirements, Avoxa shall be entitled to immediately close a booth and perform the eviction itself without resorting to legal assistance. Further claims of any nature whatsoever, in particular claims for compensation, are excluded in such a case.

### 34. Limitation period

All claims by the exhibitor against Avoxa shall lapse within six months. The limitation period begins at the end of the month in which the final day of the trade fair takes place. For services rendered by the trade fair service provider or third parties, said party's general terms and conditions apply.

### 35. Place of performance & jurisdiction

Unless otherwise evident due to the nature of the services, the place of performance is Eschborn, Germany. The jurisdiction for all mutual obligations is Frankfurt/Main, Germany.

The laws of the Federal Republic of Germany apply. The contract language is German. The German text of the eligibility requirements is binding.

# Eligibility Requirements

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## 36. Verbal agreements, written form requirement, other provisions

All agreements, individual approvals and special regulations require written confirmation by Avoxa.

All statements must be in writing.

We reserve the right to change the eligibility requirements or a portion thereof at any time. The current version is decisive.

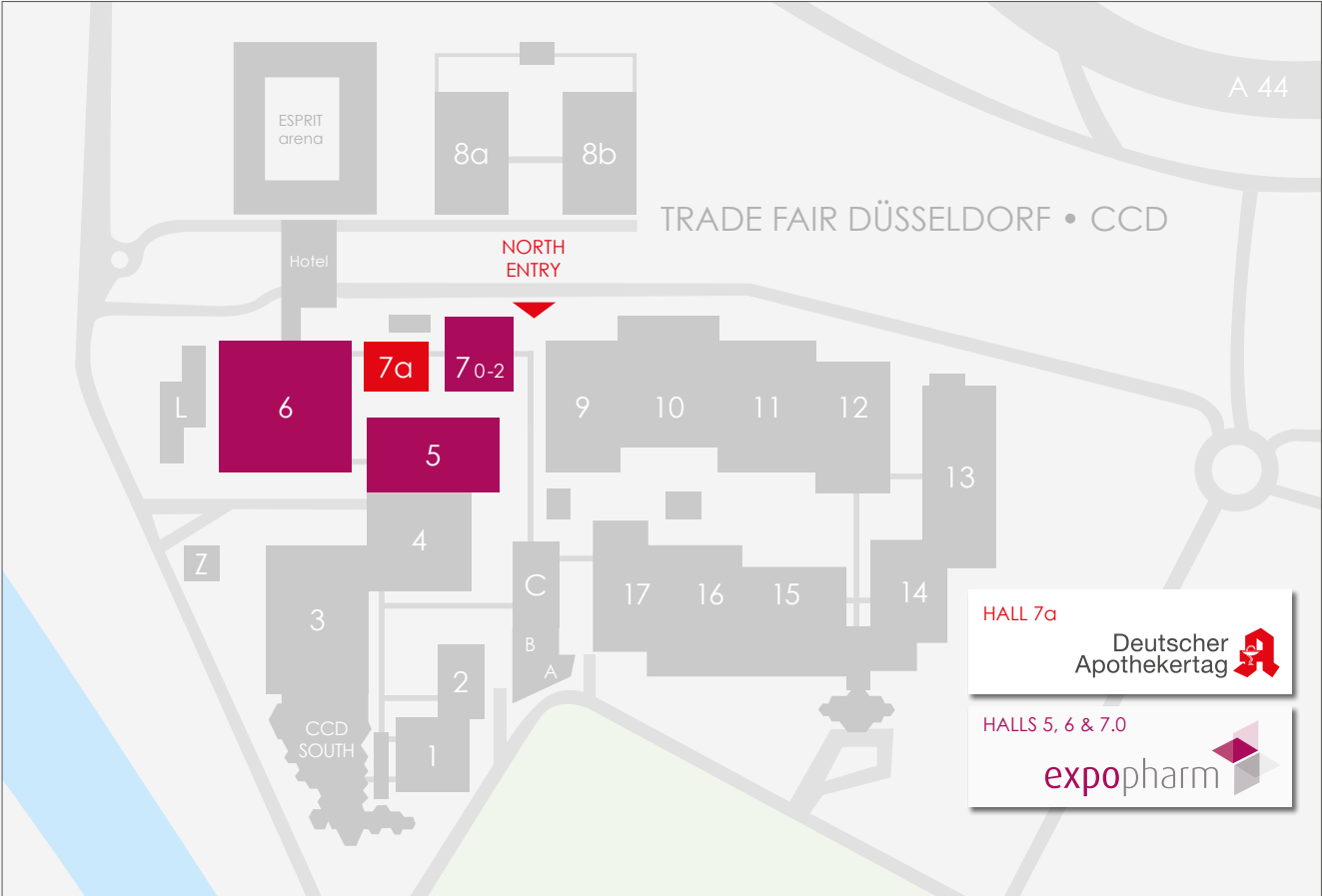
## 37. Severability clause

Should one or more provisions of these requirements be wholly or partially invalid, the validity of the remaining provisions as well as of the contract shall remain unaffected thereby. The parties will conduct good faith negotiations to replace the invalid provisions with valid provisions that come as close as possible to the intended economical purpose pursued by the invalid provisions. If the invalidity of a provision is based on a measure of performance or time (deadline or date) stated therein, the legally permitted measure most closely approximating the provision shall replace the originally agreed upon provision.

Eschborn, August 2016

Avoxa – Mediengruppe Deutscher Apotheker GmbH

Fairground map Düsseldorf 2017



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