



Registration forms & Terms and Conditions for Exhibitors

Dusseldorf // 22–25 September 2021

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Principal exhibitor list of products

Dusseldorf // 22–25/09/2021



The completed list of products must be attached to the registration form.

1 Medicines

- 1.1 Prescription medicines
- 1.2 Pharmacy-only medicines
- 1.3 Medicines for special therapies (e.g. anthroposophy; bio-chemistry; aromatherapy; homotoxinology; etc.)
- 1.4 Over-the-counter medicines (e.g. laxatives, peat baths, medical; healing earth; corn therapeutics; corneal therapeutics, cough lozenges; mineral and healing waters and their salts; lozenges against hoarseness; teas, organic preparations; tonics; vitamin products; wines, medical; etc.)
- 1.5 Homoeopathic medicines
- 1.6 Anthroposophical medicines
- 1.7 Vaccines
- 1.8 Veterinary medicines
- 1.9 Vitamins, minerals

2 Laboratory, nursing care

- 2.1 Disinfectants and cleaning agents for the skin, surfaces, rooms, instruments
- 2.2 Diagnostic products (e.g. blood sugar test; urine tests; measuring devices; organ function tests; pregnancy tests; x-ray contrast agents; test allergens; stool examination, testing strips etc.)
- 2.3 Home care (e.g. dialysis products, inlays, fixation aids, urine conducting systems, catheters; colostomy bags; underlays; slips; stoma care products etc.)
- 2.4 Laboratory and composition supplies (containers; work clothing; labels; fine chemicals; laboratory equipment and devices; reagents; formulation and composition; precursors and ancillary materials; storage containers etc.)
- 2.5 Bandage dressings and nursing products (e.g. baby scales; bandages; decubitus prevention; blood pressure devices; first aid; fever thermometers; fixation bandages; fixation plasters; liquid plasters; gynaecology, auxiliaries; inhalators; cold and heat treatment; bone fracture care; compression bandages; gauze products; parenteral application of medicines, auxiliaries; medical plasters; protection and support for body parts, auxiliaries; tubular bandages; support bandages; cotton products; wound dressings; wound plasters; emergency bandages etc.)
- 2.6 Compounding/preparation, cytostatic drugs, parenteral nutrition

3 Nutrition, hygiene

- 3.1 Baby and infant food
- 3.2 Dietetics
- 3.3 Dental hygiene (e.g. fluoridation, preparations; inter-dental brushes; oral showers; mouthwash; prosthesis cleaning agents and adhesives; toothbrushes; toothpaste; dental floss; etc.)
- 3.4 Hygiene products (e.g. baby nappies; female hygiene; single-use wash cloths; refreshment cloths; condoms; paper towels; cotton tips etc.)
- 3.5 Cosmetics and body care products (e.g. anti-perspiration products; bath additives; depilatories; callus removal products; cosmetics, decorative; cosmetics, care; nail care; cleaning products; repellents; baby care; sunscreen products etc.)
- 3.6 Nutrition, other

4 Pesticides, insecticides

- 4.1 Pesticides, care products
- 4.2 Insecticides

5 Fit-outs and equipment for pharmacies

- 5.1 Pharmacy fit-out
- 5.2 Office products and equipment
- 5.3 Electronic data processing (merchandise management, accounting, invoicing, prescription billing)
- 5.4 Automated warehousing systems
- 5.5 Decoration, advertising materials
- 5.6 Technical supplies for pharmacies
- 5.7 Ventilation and air conditioning

6 Services for the pharmacy market

- 6.1 Exhibitions, trade fairs
- 6.2 Banks, insurances
- 6.3 Consultancy services for pharmacies
- 6.4 Express, parcel and courier services
- 6.5 Pharmacy loyalty cards
- 6.6 Specialist literature, publishing houses
- 6.7 Professional associations, institutions
- 6.8 Import and export
- 6.9 Reusables / transport / packaging
- 6.10 Emergency information and identification systems
- 6.11 Pharmaceutical wholesale

Other (please define)

Registration as an co-exhibitor at the expopharm

Dusseldorf // 22–25/09/2021

Avoxa – Mediengruppe Deutscher Apotheker GmbH, Exhibition Management, Carl-Mannich-Str. 26, 65760 Eschborn/Ts.



Must be submitted by regular mail. Only valid with date, signature, completed product list and email address of a contact person at the company. The co-exhibitor fee is EUR 200 for each co-exhibitor (see items 13 and 14 of the General Terms and Conditions for Exhibitors) Please provide the full address. The principal exhibitor must submit a signed copy of this form for each co-exhibitor.

Co-exhibitor with

Principal exhibitor name

Hall/booth no.

Co-exhibitor details	Contact person for the co-exhibitor
_____ Full company name	Ms Mr _____ First and last name
_____ Street, house number	_____ Position in the company
_____ Postcode and city	_____ Email
_____ Country	_____ Telephone
_____ Website	
_____ VAT ID No.	_____ Commercial register number
_____ Telephone (switchboard)	
_____ Email (general, appears in the catalogue)	
_____ The company is a subsidiary/branch of the following company/group	

We are: Manufacturer Importer Dealer Distribution company Service provider Association Institution

We are a member of the following associations: _____

Alphabetic entry in the exhibitor directory under the letter: _____

**Optional booking:
Visitor promotion package for co-exhibitors: EUR 200**

Data protection information

The personal data required to conclude the contract will be handled in accordance with the regulations set by the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). To find out more information about our privacy policy, please visit our website at <http://expopharm.eu/privacy-policy>.

With this registration, we accept the Terms and Conditions for Exhibitors set forth by Avoxa - Mediengruppe Deutscher Apotheker GmbH, 65760 Eschborn, Germany.

Place of performance: Eschborn

Place of jurisdiction: Frankfurt/Main

City and date

Signatory's name

 _____
Legally binding signature for the co-exhibitor

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Other (please define)



General Terms and Conditions for Exhibitors

Dusseldorf // 22–25 September 2021

General Terms and Conditions for Exhibitors

Düsseldorf // 22–25/09/2021



The following General Terms and Conditions for Exhibitors (GTCE) govern the participation of exhibitors and co-exhibitors at the designated event. The GTCE in the version current on the exhibitor registration date apply exclusively. Terms and conditions of applicants or exhibitors that conflict with or differ from our GTCE and Special Terms and Conditions for Exhibitors are excluded. Our GTCE also apply if we enter into an exhibitor contract or perform services in knowledge of applicant or participant conditions that conflict with or differ from our GTCE.

1. Event name

expopharm 2021

Europe's biggest and leading trade fair for the pharmacy market

2. Event dates and venue

22–25/09/2021

Messe Düsseldorf GmbH

Exhibition grounds

Halls 1, 3 and 4

40474 Düsseldorf, Germany

3. Trade fair opening times

The trade fair is open for visitors from Wednesday, 22 September 2021 to Saturday, 25 September 2021, from 9 A.M. until 6 P.M.

Exhibitors with a valid exhibitor pass may enter the exhibition grounds on Wednesday, 22 September 2021 from 7.30 A.M. and on all other exhibition days from 8 A.M. They must leave the grounds by no later than one hour after the exhibition closes for visitors.

4. Booth setup and dismantling times

Booth setup:

At any time between Friday, 17 September 2021 at 8 A.M. and Tuesday, 21 September 2021 at 6 P.M.

The structural setup must be completed by 4 P.M. on 21 September 2021. The decorative setup must be completed by 6 P.M. on 21 September 2021. The aisles must be cleared of all items by this time.

Booth dismantling:

At any time between Saturday, 25 September 2021 at 6 P.M. and Monday, 27 September 2021 at 6 P.M.

Booth dismantling must not commence until after the event has ended on 25 September 2021 at 6 P.M. (see item 26).

5. Organiser

Avoxa – Mediengruppe Deutscher Apotheker GmbH (referred to as the "organizer" hereafter)

Carl-Mannich-Strasse 26, 65760 Eschborn, Germany

Telephone: +49 6196 928-410

Fax: +49 6196 928-404

Email: aussteller@expopharm.de

Internet: www.expopharm.de

6. Sponsor

ABDA – Bundesvereinigung

Deutscher Apothekerverbände e. V.

Heidestrasse 7, 10557 Berlin

7. Exhibition service provider/technical services

Messe Düsseldorf GmbH
Stockumer Kirchstrasse 61
40474 Düsseldorf
Germany

Telephone: +49 211 4560-01
Fax: +49 211 4560-668
Email: info@messe-duesseldorf.de
Internet: www.messe-duesseldorf.de

8. Subject areas of the trade fair

expopharm is an annual trade fair for products, processes and services from the following specialist areas:

- 1. Medicines**
- 2. Laboratory/pathology, nursing care**
- 3. Nutrition, hygiene**
- 4. Pesticides, insecticides**
- 5. Fit-outs and equipment for pharmacies**
- 6. Services for the pharmacy market**

9. Exhibitors (and co-exhibitors)

The offer to exhibit at the trade fair is directed at manufacturers, distributors, importers and service providers of products, processes and services in the aforementioned subject areas who have the exclusive sales and distribution rights for the products, processes or services exhibited by them, or who are expressly authorised by a manufacturer for their sale or distribution.

An exhibitor is someone who, on the basis of a contract with the organiser, participates at the trade fair with a dedicated booth, or someone who as a co-exhibitor shares a booth with another company.

A co-exhibitor is someone who exhibits or promotes its products, processes or services at the booth of an admitted exhibitor with the prior written consent of

the organiser without itself being the exhibitor who operates the respective booth. A co-exhibitor is any other legal or natural person in relation to the exhibitor, even if the co-exhibitor is in a close economic or organisational relationship with the exhibitor and promotes its products or services at the exhibitor's booth without having been granted express approval.

Consumers within the meaning of Section 13 BGB [German Civil Code] are excluded from exhibiting at the trade fair.

10. Admission as an exhibitor

Any exhibiting or promotional participation at the trade fair requires the prior written admission as an exhibitor by the organiser. Exhibitors are admitted individually and for their specific products or services. The extension of a previously issued admission also requires the prior written admission by the organiser.

Admission as an exhibitor presupposes a proper registration (see item 11) as well as a written admission confirmation issued by the organiser.

The organiser approves exhibitor registrations at its sole discretion. There is no legal entitlement to being granted admission as an exhibitor. The admission is only valid for the exhibitor or co-exhibitor and the designated products, processes and services specified in the admission confirmation.

A contract between the organiser and the exhibitor is incepted upon the organiser dispatching the admission confirmation. The applicant expressly waives the requirement of a declaration of acceptance as a condition precedent for the inception of an exhibitor contract. No independent contract between the organiser and the co-exhibitor is incepted by an admission of a co-exhibitor (see item 13), unless the co-exhibitor separately books additional services.

11. Registration as an exhibitor

Prospective exhibitors may register using the official registration form (also available at www.expopharm.de). The registration form must be completed truthfully, unconditionally and without reservations; the registration form must in particular include the information regarding objects to be exhibited (description and allocation to the subject areas referred to in item 8), as well as any proposed co-exhibitors.

The principal exhibitor must register the inclusion of one or several co-exhibitors using the official registration form provided for this purpose. A co-exhibitor fee pursuant to item 14 will be charged for each co-exhibitor.

Please refer to item 13 for more information concerning the requirements and registration of co-exhibitors.

The fully completed and signed registration forms must be mailed to:

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

Fax: +49 6196 928-404

Email: aussteller@expopharm.de

By signing and submitting the registration form, these GTCE are acknowledged to form a binding part of the contract.

The applying exhibitor is bound by the registration for a period of 16 weeks from receipt by the organiser and irrespective of whether the organizer grants admission to the event.

The applying exhibitor may withdraw its registration under the conditions set out in item 17 prior to the organiser making a decision on admitting the exhibitor and before expiry of the above period of 16 weeks.

Reservations or reservation confirmations issued before receipt of the formal registration documents and admission by the organiser are non-binding for both parties.

Conditions and reservations stated in the registration are not binding and cannot be accommodated; in particular, preferences with respect to a certain location of the booth as well as desired exhibitors or exhibition fields in the vicinity of the allocated booth are non-binding and subject to change. Requests for the exclusion of competitors will not be granted.

If an applying exhibitor wishes to participate as a domestic general or country representative of a foreign manufacturer or service provider, the binding registration must also include the written consent of the manufacturer or service provider that shows that the general or country representative is the exclusive distributor for the Federal Republic of Germany.

12. Booth location/booth relocation

The booth location assigned by the organiser is subject to change and based on event-strategic and technical aspects. The exhibitor is not entitled to any specific location, size or type of booth space or pre-event booth space/location, regardless of whether a preferred location was specified in the registration.

Even after the exhibitor is admitted and booth space allocated to it, the organiser remains authorised to make changes with respect to the booth location, in particular to change the position, type and size of the exhibitor's booth space, in as far as necessary due to urgent organisational or safety reasons, reasons of public order or because changes in the allocated space are necessary to facilitate a more beneficial

strategic alignment of the event. The organiser reserves the right to relocate or restrict the entrances and exits to the exhibition grounds as well as to the halls and passageways.

13. Granting of use/ admission of co-exhibitors

The granting of use of an allocated booth or parts thereof to third parties with or without payment is prohibited without the organiser's approval.

Granting of use includes the exhibiting of and advertising for products, processes or services that are not specified in the exhibitor admission confirmation or that fall outside of the trade fair subject areas.

Upon the exhibitor's written application, the organiser may permit an exhibitor to exhibit products, processes or services of an approved co-exhibitor at the booth of the admitted exhibitor.

The permission always requires that the co-exhibitor itself abides by the GTCE in the same way as required from an exhibitor, that the details and information provided by the exhibitor and co-exhibitor in the registration form are complete, truthful, unconditional and without reservation, and that the co-exhibitor accepts the GTCE of the event in their current version by submitting a written declaration to the organiser. A permission granted will not have any legal effect on other applications or future trade fairs.

The exhibitor is responsible for assuring that its co-exhibitors observe the GTCE and the instructions issued by exhibition management. The exhibitor shall be liable for the actions of its co-exhibitors to the same extent as it bears liability for its own culpability.

A fee is charged for the admission of co-exhibitors. The co-exhibitor fee payable for the admission of co-exhibitors shall be paid by the exhibitor (see item 14).

Provided the necessary documents are received in due time, admitted co-exhibitors can be listed in the trade fair catalogue in accordance with the terms and conditions for catalogue listings.

Manufacturers and service providers who exhibit their products, processes or services at the trade fair through third parties without having own personnel present at the trade fair will not be admitted as co-exhibitors or exhibitors. Manufacturers of machinery, equipment and other products who only attend the trade booth for demonstrating the product range of an exhibitor do not qualify as co-exhibitors.

The unauthorised granting of use or the unapproved presence of a co-exhibitor at the booth of an exhibitor shall authorise the organiser terminate the contract with the exhibitor who infringed against the GTCE for good cause and without observing a notice period, and to clear the booth at the exhibitor's cost. The exhibitor in this respect waives its rights from unlawful interference. The provisions stipulated in item 18 also apply.

14. Trade fair prices for exhibitors

The trade fair price for exhibitors is composed of the booth space costs plus mandatory costs and potentially applicable co-exhibitor fees.

All prices, costs and charges listed below are exclusive of taxes. VAT at the statutory rate will be charged at the time of invoicing.

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Booth space costs for exhibitors per square meter of booth space and booth type apply as follows:

	For registrations received by 31/01/2021	For registrations received by 28/02/2021	For registration received on or after 01/03/2021
Inline booth (one open side)	167 EUR/m ²	169 EUR/m ²	172 EUR/m ²
Corner booth (two open sides)	186 EUR/m ²	191 EUR/m ²	196 EUR/m ²
Peninsula booth (three open sides)	194 EUR/m ²	199 EUR/m ²	203 EUR/m ²
Island booth (four open sides)	202 EUR/m ²	207 EUR/m ²	212 EUR/m ²

The booth costs for exhibitors include:

1. a number of exhibitor passes that depends on the respective booth space (see Item 21),
2. a listing in the official exhibitor directories (company name, address, hall and booth number),
3. general technical infrastructure for the exhibition spaces/halls.

In addition to the trade fair price for exhibitors, exhibitors will be charged the following mandatory costs:

1. Purchase of the visitor promotion package (unlimited number of ticket codes or ticket vouchers for customer invitations; these need to be registered): up to 15 m² for EUR 350, from 16 m² to 60 m² for EUR 550 and from 61 m² for EUR 800 per exhibitor. Exhibitors cannot participate without booking the Visitor Promotion Package. Due to potential implications from the COVID-19 pandemic and the associated hygiene and infection prevention measures at the respective trade fair location, the rules for the visitor promotion package may differ from those set out in these GTCE, in particular with respect to the maximum permitted number of persons present in the exhibition halls.
2. Lump-sum energy costs: 7.90 EUR per m² of occupied booth space as a proportional charge for lump-sum

energy costs (includes common use energy costs, such as hall lighting, hall heating, air-conditioning, etc.).

The minimum booth size is 9 m².

Spaces of less than a full square metre will be charged at the full square metre rate. All spaces without right angles are assessed with right angles additions. Protrusions, pillars, columns and space for installation connections are included in the calculation of the booth space.

In the case of split-level booths, the respective trade fair price for exhibitors is increased by 50% per m² of covered area. The leased areas are not provided with booth partition walls. These must be installed by the exhibitor at its own expense. Hall pillars and other permanent fixtures located within the booth space do not entitle to a reduction of the trade fair price for exhibitors.

The exhibitor will be charged an additional co-exhibitor fee of EUR 200 for each admitted co-exhibitor. Payment of the co-exhibitor fee is owed by the exhibitor.

Co-exhibitors may also purchase the Visitor Promotion Package from the organiser at a price of EUR 200.

15. Value added tax ID number

The organiser usually provides exhibitors (companies) with a standardised service – the so-called event service – in accordance with Section 3a.4 (2) German VAT Application Ordinance. The place of performance is determined in accordance with Section 3a (2) German VAT Act and is located at the customer's place of registered office. The organiser will, in accordance with Section 13b (5) sent. 1 VAT Act, apply the reverse charge procedure when issuing an invoice without German VAT to the exhibitors (companies) from foreign countries. A prerequisite for presuming exhibitors from the European Union to qualify as businesses is the provision of a valid tax identification number by the exhibitor on the registration form.

The exhibitor is obliged to notify any changes in the VAT identification number to the organiser in writing and without undue delay. Exhibitors (companies) from outside of the EU who do not have a VAT ID number must establish their qualification as a business by providing an official document issued and signed by their country's fiscal authority.

If, in exceptional cases, services are not provided in the form of a standardised service in the above sense and VAT is chargeable, foreign exhibitors may, subject to meeting the statutory requirements, claim a refund of the invoiced VAT amount.

16. Payment terms

The trade fair price for exhibitors is payable as follows:

// 50 % upon admission as an exhibitor and // 50 % in July of the year in which the event takes place.

The organiser will issue an invoice for the amounts payable to the exhibitor. The organiser's invoices are payable within 14 days from receipt of the invoice.

If the ordering party requests invoices to be issued to a third party, the ordering party will owe payment in addition to or instead of the third party.

All payments must be made by bank transfer with "**expopharm**" and the invoice number in the reference field. Transfers must be made to:

Avoxa – Mediengruppe Deutscher Apotheker GmbH

Bank account:

Deutsche Apotheker- und Ärztebank eG

IBAN: DE02 3006 0601 0001 3585 10

BIC: DAAEEDXXX

In the case of default, interest at a rate of 9% above the base rate will be payable.

In the case of a total or partial payment default, the organiser shall be authorised to cancel the booking for the total exhibition space and dispose over it at its sole discretion. Item 17 applies with regard to claims for reimbursement of expenses.

The organiser may make issuance of the exhibitor passes conditional on the timely payment of all invoiced amounts.

The organiser is authorised to seize the exhibitor's booth equipment and display products as compensation for the exhibitor's failure to abide by its obligations.

Application of Section 562a sentence 2 BGB is excluded.

If payment is not received within the prescribed period, the organiser shall give the exhibitor notice and then be authorised to sell the seized items at its sole discretion.

17. Cancellation & non-participation

Exhibitors may cancel their registration before being admitted by the organiser.

A cancellation fee of EUR 1,500 per booth (plus VAT at the rate applicable in the year of the event) will be payable. The cancellation fee is waived for registrations cancelled on or before 28 February 2021.

Upon admission as an exhibitor, a cancellation or a reduction of the booth space by the exhibitor is no longer possible. The total trade fair price for exhibitors as well as any expenses incurred will be payable.

If a co-exhibitor withdraws from the event, the full co-exhibitor fee will be payable.

In the event of a cancellation, the Visitor Promotion Package shall be payable in full if the ticket codes or ticket vouchers had already been issued before the cancellation. This also applies if a co-exhibitor is withdrawing and the ticket codes or the ticket vouchers were already issued to said co-exhibitor.

If the exhibitor fails to occupy the stand area allocated to it and the organiser succeeds in leasing the space otherwise, the exhibitor shall be liable to pay 25% of the trade fair price for exhibitors as liquidated damages, and in any case not less than the cancellation fee of EUR 1,500 plus VAT at the rate chargeable at the time of invoicing.

The space is not deemed leased otherwise if the relevant spaces not occupied by the original exhibitor are used by other exhibitors, but only if the entire exhibition space was fully leased and other exhibitors were only accepted due to the original exhibitor not using its space.

If an application to open insolvency proceedings over the exhibitor's assets is made or rejected due to a lack of recoverable assets, the organiser shall be authorised to terminate the contract with immediate effect. The exhibitor must give the organiser immediate notice of an application for the opening of insolvency proceedings.

A potential liability for catalogue, booth construction and other costs, particularly including third-party claims or for performances already rendered, remains without prejudice.

A separate cancellation of the Visitor Promotion Package or the Visitor Promotion Package for co-exhibitors is excluded.

18. Termination

The organiser is authorised to terminate the exhibitor contract with a notice period of three months before the respective event start date if a summary assessment by the organiser arrives at the conclusion that the exhibition can probably or definitely not be held as planned due to orders from public authorities or by virtue of law, e.g. due to an expected reduction of the permitted number of exhibitors or visitors, or because the organiser cannot be expected to conduct the event for commercial reasons, e.g. due to a significant increase of the expected costs, a significantly lower number of participants (exhibitors/visitors), or due to a significant increase of the required space. If the exhibitor contract is terminated, the organiser will refund any trade fair prices for exhibitors received to the contracting exhibitor.

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A termination of the exhibitor contract for convenience is excluded. The right to terminate the contract for good cause remains without prejudice.

The organiser shall be authorised to terminate the exhibitor contract for good cause and without observing a notice period if

// the exhibitor fails to observe the current hygiene and infection prevention measures at the respective exhibition location and/or violates requirements imposed by public authorities;

// the admission as an exhibitor or co-exhibitor was granted on the basis of false assumptions or disclosures, or if the admission requirements are no longer satisfied at a later point in time;

// the exhibitor or its co-exhibitor exhibits or advertises goods or services that are not listed in the admission confirmation and registration form;

// the booth is used by a person other than the exhibitor listed in the admission confirmation, or if full or partial use of the booth is granted to a third party, whether against payment or free of charge;

// the exhibitor is compelled to produce a statutory declaration to establish its assets, or if insolvency proceedings over its assets are opened or rejected due to a lack of recoverable assets; the opening of insolvency proceedings is equal to an application for conducting insolvency proceedings if the proceedings are not terminated within 4 weeks from being opened;

// the products or services of the exhibitor or co-exhibitor infringe against applicable law in general and competition law and professional responsibility in particular;

// the exhibitor or co-exhibitor advertises goods, services, media, companies or businesses that are not part of the designated product area;

// there is any advertising with content that is racist, pornographic or contrary to public decency.

Exhibitors will be held liable for the infringements of their co-exhibitors.

If the contract is terminated for good cause, the organiser shall be entitled to close, clear out, and/or relocate the booth. The organiser shall further be authorised to collect the exhibitor passes and prohibit the involved individuals from gaining entry to the trade fair.

In the case of a termination for good cause without notice, the exhibitor shall have to bear the agreed trade fair price for exhibitors in addition to other costs, including the costs for clearing out the booth and storing its contents.

19. Force majeure

After expiry of the ordinary termination notice period pursuant to item 18, the occurrence of an unforeseeable event that renders the planned conduct of the event impossible and that is not the fault of the organiser (force majeure incl. a pandemic) shall authorise the organiser to cancel the event before its opening, reschedule it, shorten it or terminate an already ongoing event prematurely.

If the event is cancelled up to 6 weeks before its start date, 25% of the booth rental price shall be payable to cover the organiser's pre-event expenses. If the event is cancelled with a shorter notice before its start date, the cost contribution shall increase to 50% plus the costs attributable to the exhibitor.

If an ongoing event has to be cancelled or shortened due to force majeure or orders issued by a

public authority, the booth rental prices and all costs attributable to the exhibitor will be payable in their full amounts.

If the event is rescheduled, the organiser may rescind the contract if it can demonstrate that the new dates overlap with another similar event.

A shortening of the trade fair shall not entitle either Party to being released from the lease contract and does not give rise to a claim for a reduced booth rental price. The organiser undertakes to announced these kinds of serious decisions in cooperation with the local authorities and bodies with as much advance notice as possible.

Further claims for damages in addition to the claims described above are categorically excluded for both Parties; this does not apply to claims for damages resulting from wilful intent or gross negligence, as well as claims from injury to life, limb or health.

20. Exhibited goods & trade fair transport company

Products, processes and services that are not listed in the admission confirmation must not be exhibited, advertised or offered. The organiser may remove prohibited products or advertising and put them into storage at the cost of the exhibitor. Approved exhibition items must not be removed at any point during the event.

The organiser assumes no guarantee that the products or services stated in the admission confirmation are compatible with applicable law, or that they may be offered against payment or free of charge in pharmacies under the law governing pharmacies, competition law or professional regulations. No legal assessment is carried out.

All transportation within the exhibition grounds, i.e. unloading including the provision of technical aids,

transport to the booth as well as customs clearance for temporary or permanent importation, must be carried out by the contract carriers that have been approved by the trade fair service provider (see Item 7).

21. Security

The organiser shall provide security guards at the entrances and in the halls. In light of the size of the exhibition centre and the large number of people who gather there, the organiser cannot accept any responsibility for back-to-back guard supervision and crowd control.

The organiser does not assume any duty of care for exhibited items, booth equipment and property of persons working at the booth.

Each exhibitor is responsible for the security of its own booth and the goods exhibited at it.

Guards may only be commissioned by the security company approved by the trade fair service provider; the costs shall paid directly to this security company. The exhibitor will be provided with the relevant documents in due time. The exclusion of liability for personal injury and property damage is not limited by the general guard service provided by the organiser (see item 29).

22. Exhibitor passes

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

For booths with a space of up to 20 m², a maximum of three exhibitor passes are included in the booth price. One additional exhibitor pass will be provided free of charge for each additional booth space increment of 10 m². The inclusion of co-exhibitors does not increase the number of free or included exhibitor passes. Exhibitor passes are only issued after payment of the exhibitor price has been received.

Additional exhibitor passes may be purchased from the organiser at a price of EUR 37 plus VAT at the rate applicable in the event year and under the condition that the maximum number of persons prescribed under the hygiene and infection prevention concepts is not exceeded.

Vouchers or ticket codes for visitor tickets from the Visitor Promotion Package must not be used to obtain passes for the exhibitor's own personnel in lieu of exhibitor passes.

23. Access to third-party booths

The booths of other exhibitors must not be entered outside the daily trade fair opening times without the permission of the respective booth operator.

24. Rules pertaining to product sales

Exhibitors may only accept orders for the products, processes or services listed in the exhibitor admission. Exhibited products must not be removed before the event has ended. The statutory provisions must also be observed. Direct sales are not permitted.

Only the organiser or companies contracted by the organiser for this purpose are permitted to sell tickets or ticket vouchers for the event.

An abuse of the Visitor Promotion Package for the sale of tickets is illegal and shall authorise the organiser to terminate the contract with the exhibitor for good cause and without observing a notice period.

The recipient of a visitor promotion package shall pay a contractual penalty of EUR 250 for each prohibited sale of tickets or paid transfer of ticket vouchers, with the penalty to be invoked for each ticket sold in violation of said prohibition or acquired via an entry voucher.

25. Advertising on the exhibition grounds

Printed matter and advertising materials must not be distributed outside of the allotted booth space without the organiser's approval. For more information regarding outdoor advertising, please refer to the technical guidelines.

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

Promotional activities of any kind outside the allocated stand space (e.g. in the aisles or other places of the trade fair grounds) are not permitted. Violations shall authorise the organiser take action by imposing trade fair bans and requiring the breach to be rectified (cf. items 32-34).

Notwithstanding the above restrictions, only exhibition-related advertising activities that do not violate legal regulations or public decency and that are not of an ideological or political nature are permitted at any time. The organiser is also authorised to prohibit the distribution and display of promotional materials that may give reason for complaints, and to confiscate any existing promotional materials of this kind for the duration of the event. The exhibitor is responsible for obtaining permits for any kind of playback of music from GEMA against a fee.

GEMA

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General Terms and Conditions for Exhibitors

Dusseldorf // 22–25/09/2021



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The law concerning advertising in the field of medicine (medical advertising law), BGBl. (Federal Law Gazette) I p. 3068 and BGBl. I p. 984 must be observed.

26. Catalogue

The official trade fair catalogue is published by the organiser. Exhibitors will be provided with information concerning listing and advertising in the catalogue by

the organiser

and

A. Sutter Fair Business GmbH

Bottroper Strasse 20, 45141 Essen, Germany
Telephone: +49 201 52353-904
Fax: +49 201 52353-2904
Email: expopharm@fair.sutter.de
Internet: www.fair-business.de

Only products listed in the admission confirmation issued by the organiser are eligible to be listed in the catalogue. The event organiser will only bear liability for damages from faulty, incomplete or omitted listings caused by the wilful intent or gross negligent of the organiser or its employees. Compensation of damages shall in any case be limited to the typical, foreseeable damage. Compensation for any indirect damage, particularly for lost profits, is excluded.

By registering for the event, the applicant or participant/exhibitor declares their consent to being contacted by A. Sutter Fair Business GmbH by mail, email or phone concerning additional trade fair services.

27. Booth setup, design & staffing

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

Exhibitors are prohibited from packing, storing for transport and/or transporting any exhibited products and from starting to disassemble the booth before the official end of the event. All booths must be staffed by qualified personnel and accessible for visitors during the prescribed opening times and throughout the duration of the trade fair. A violation of the above obligations shall render the exhibitor liable to pay a contractual penalty in an amount corresponding to 20% of the trade fair price agreed between the exhibitor and the organiser, and in any case not less than EUR 1,000 for each day the violation continues. The exhibitor shall in this case reimburse the organiser for expenses incurred for the decoration or staffing of the vacant booth space. The organiser reserves the right to exercise additional rights and bring claims against the exhibitor.

If the exhibitor has not completed the structural setup of the booth on the booth space assigned by the organiser and moved into the booth by 4 P.M. on the last setup day before the event start, the organiser shall be authorised to assign the booth space to someone else or otherwise fill it and remove any present decorations. In this case, the exhibitor will be invoiced for the costs of the decoration or filling the booth space in addition to the booth space costs and the already incurred incidental costs.

The maximum permissible stand height is 6 metres, hall ceiling height and exiting permanent fixtures permitting. Further requirements pertaining to the booth can be found in the technical guidelines.

All other booth structures and designs require approval, particularly if special structures or meeting cabins are intended, or if structural calculations are necessary. The application for approval must be submitted together with duplicate copies of the booth plans to the exhibition service provider (technical exhibitor service) before the works are carried out and in any case not less than six weeks before the event start date. These auditable documents consist of floor plans, views and structural cross sections with all measurements. The booth setup works must not commence until the exhibitor has received a copy of the approval endorsement from the trade fair service provider.

The design of the booths is the exhibitor's responsibility, but it has to be suitable and adequate for the event. The organiser reserves the right to change the design of the booths.

Booths must be structurally separated from the adjacent booths in a neutral way. Booth partitioning walls are not included in the booth space costs. Floor covering must be installed on the floors within the booth space.

The open sides of the booth (inline booth: 1 open booth side, corner booth: 2 open booth sides, peninsula booth: 3 open booth sides, island booth: 4 open booth sides) must not be closed off by booth walls or other visual barriers that extend over more than 30% of the side's full length without the organiser's approval. It must be assured that the attractiveness of the opposite and adjacent booths is not diminished.

28. Technical services, professional services, technical equipment

The general heating, cooling and lighting in the halls will be provided by the organiser. These costs are included in the lump-sum energy charge.

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

Costs for installations and other services will be invoiced 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 placed using the order forms available on the Internet. Any connections, machines or equipment that are not approved for use in Germany, that do not conform with the VDE regulations, or with a higher than reported consumption can be removed at the cost of the exhibitor. The exhibitor is liable for damages resulting from any uncontrolled use of energy. Complaints about technical services have to be reported immediately.

29. Disposal and cleaning

Each exhibitor has to dispose of its own rubbish/waste responsibly at its own cost. The technical guidelines contain information about the disposal options available on the exhibition grounds.

The trade fair service provider handles the cleaning of the exhibition grounds, halls and aisles for the organiser. The daily cleaning of the exhibition booth is the responsibility of the exhibitor and has to be completed before the event opens for visitors. If the exhibitor does not have cleaning performed by its own personnel, only companies approved by the trade fair service provider may be contracted for cleaning.

30. Exhibition insurance and exclusion of liability

The organiser has concluded an exhibition insurance framework agreement that can provide cover for common insurable risks such as fire, burglary, theft,

breakage, leakage and water damage and the risks involved in delivery and collection. Exhibitors may obtain insurance cover for their individual risks under this framework agreement at their own expense.

An order form for exhibitors can be downloaded from the Internet. Exhibitors that do not take advantage of the insurance cover offered under this insurance framework agreement acknowledge to the organiser that they waive any and all claims for damages that would otherwise have been covered under the insurance policy.

In addition, the organiser shall only be liable for direct property damage resulting from wilful intent or gross negligence on the part of the organiser, its agents or legal representatives.

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

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

The organiser shall bear strict liability regardless of fault in the case of fraudulently concealed defects or for claims under an assumed guarantee.

Any personal liability of legal representatives, vicarious agents and employees of the organiser for damages caused by slight negligence is excluded.

The organiser and the trade fair service provider must be notified immediately and in writing of any and all damages. Criminal activities must be reported to the police.

The organiser will not accept any duty of care for exhibited goods or booth fit-out items and any liability for damage or loss is excluded. The exclusion of liability is not affected by the organiser's security measures.

The exhibitor shall also be liable for damages incurred by third parties acting on behalf of the exhibitor to the extent the third party bears liability for damages to the exhibitor or organiser.

The organiser has taken out third-party liability insurance to cover its own liability. Cover under this insurance contract extends to the exhibitor, but is subsidiary to the exhibitor's own liability insurance.

The General Insurance Conditions for Liability Insurance (AHB) apply. This liability insurance only covers damages suffered by third parties. It does not cover the personal liability of the exhibitors' booth personnel. The insurance cover does not extend to trade fair restaurants/bistros or to special events that are not conducted by the event organiser.

31. Industrial property rights

The protection of inventions, samples and trademarks on trade fairs is governed by German law. No special protection during trade fairs exists. Patent applications should be filed with the Patent Office prior to the start of the trade fair.

32. Reservations and liability

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

If the exhibition is cancelled for the aforementioned reasons, the event organiser may retain a portion of up to 25% of the trade fair price for general costs, or demand payment of the same amount if the trade fair price is still unpaid at that point in time. A higher cost sharing can only be demanded if and to the extent

the exhibitor has ordered additional payable services. The trade fair price will not be payable if the organiser is responsible for the cancellation of the event.

A claim for damages against the organiser due to the cancellation of the trade fair is excluded unless the damage was caused by the organiser's wilful intent or gross negligence. The compensation shall in this case also be limited to the typical and foreseeable damage. Claims for indirect damages including lost profits are excluded. The liability for culpable injury to life, limb or health remains without prejudice.

33. Right to enforce house rules

The organiser has the right to stipulate and enforce the house rules on the exhibition grounds during the setup, event and dismantling phases. Pets may not be brought onto the exhibition grounds. The organiser is authorised to issue instructions.

34. Photography, video recording, drawing

Only persons who have been approved by the organiser for that purpose and who hold a valid pass issued by the organiser are permitted to engage in filming, photographing, drawing or video recordings within the exhibition grounds. The production of photographic or other recordings of other exhibitors' booths is categorically prohibited.

Violations authorise the organiser to demand the recorded materials to be surrendered. The security centre of the trade fair service provider must be notified of any booth photographs/recordings.

Unless they are paid by the photographer, the resulting costs shall be borne by the exhibitor. The organiser may have photographs, drawings as well as film and video recordings of the trade fair booths and the exhibited goods taken and use them for advertising or in general press releases.

35. Violations of the Terms and Conditions for Exhibitors

A serious violation of these GTCE shall authorise the organiser to immediately close the concerned booth and clear the booth space without seeking recourse from a court of law. Any and all claims, including claims for damages in particular, shall be excluded in these cases.

36. Limitation period

All claims by the exhibitor against the organiser shall lapse after a period of six months. The limitation period commences at the end of the month in which the exhibition ends. The general terms and conditions of the trade fair service provider or third parties govern any performances rendered by them.

37. Place of performance and place of jurisdiction

The place of performance is Eschborn, Germany. The place of jurisdiction for all mutual obligations is Frankfurt/Main, Germany. The law of the Federal Republic of Germany applies. The contract language is German. Only the German version of these GTCE has binding legal effect.

38. Verbal agreements, written form requirement, miscellaneous

All agreements, individual approvals and special rules require the organiser's written confirmation.

All declarations must be made in writing.

The organiser reserves the right to amend all or part of these GTCE at any time. The respectively current version applies and must be observed.

The current hygiene and infection prevention measures at the exhibition location apply. The exhibitor must comply with instructions issued by public authorities and the current hygiene and infection prevention measures

at the exhibition location. Infringements shall authorise the organiser to terminate the contract for good cause without observing a notice period.

39. Severability clause

In the event one or a number of provisions stipulated in these GTCE are or become fully or partly ineffective, the effectiveness of the remaining provisions and the contract as a whole shall remain without prejudice. The parties shall negotiate in good faith to replace the ineffective provisions by such effective provisions as come closest to the commercial purpose pursued with the ineffective provisions. If the ineffectiveness of a provision is based on a measure of performance or time (deadline or date) stipulated in such provision, the legally permitted measure most closely approximating the provision shall replace the original measure.

40. Data protection information

The personal data required to perform the contract will be processed in accordance with the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). To find out more information about our privacy policy, please visit our website at <http://expopharm.eu/privacy-policy>.

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