

General Terms & Conditions for Trade Exhibitions

The contractual relations between the Organiser/Organiser and the Exhibitor are governed by the "General Terms and Conditions" below.

1 Organiser

Concept Heidelberg GmbH, Rischerstr. 8, 69123 Heidelberg, telephone: +49 6221 - 84 44 0. Stand contracts are only concluded with Concept Heidelberg GmbH.

2 Registration

2.1 Stand registration

Registration for the trade exhibition must be made in writing on the form provided for this purpose with a legally binding signature. The registration is an irrevocable contractual offer to Concept Heidelberg GmbH, to which the Exhibitor is bound until the start of the event. Sending the registration form does not entitle the Exhibitor to admission. Only confirmation by the Organiser constitutes a binding booking.

2.2 Content of contract

Essential elements of the contract are

- (a) the application form,
- (b) additional information specific to the event,
- (c) the general terms and conditions.

In case of non-conformity, the provisions shall apply in the order specified above.

2.3 Inclusion of the contractual conditions

By signing the stand application, the exhibitor accepts the terms and conditions of business and participation as binding. He shall be responsible for ensuring that the persons employed by him at the event also receive the entire contract.

3 Joint exhibitors

If several exhibitors wish to rent a stand together, they must name an authorised exhibition representative in the application, with whom Concept Heidelberg GmbH alone will negotiate. The authorised representative is liable for any fault on the part of his authorised representatives as for his own fault. The participating exhibitors are jointly and severally liable to Concept Heidelberg GmbH. All companies involved in the stand must be named to the Organiser.

4 Conclusion of contract

4.1 Order confirmation

Concept Heidelberg GmbH decides on acceptance of the offer by means of a written order confirmation (exhibitor's admission).

4.2 Admission/restriction of exhibitors and exhibition contents

Concept Heidelberg GmbH decides on admission at its own discretion. There is no legal claim to admission. The Exhibitor may not invoke participation at previous events. Exhibitors who have not met

their financial obligations to Concept Heidelberg GmbH in the past or who have violated the terms of contract or legal provisions may be excluded from the admission procedure. If admission has been granted on the basis of incorrect requirements or information or if the admission requirements are subsequently no longer applicable, Concept Heidelberg GmbH is entitled to withdraw from the contract.

5 Stand allocation

5.1 Principle

Concept Heidelberg GmbH allocates the stand at the online exhibition (virtual stand and hall space) taking into account the theme and structure of the respective event. Stand requests will be considered as far as possible. The chronological order in which registrations are received is not decisive for the allocation of space. The organiser is also entitled to change the allocation of space until the start of the event.

5.2 Changes to adjacent stands (virtual exhibition stands)

The exhibitor must accept that the location of the remaining stands may have changed at the beginning of the event compared to the time of admission. Claims for compensation are excluded on both sides.

5.3 Exchange, transfer to third parties

Exchanging the allocated stand with another exhibitor or transferring the stand in part or in full to a third party is not permitted without a corresponding agreement with Concept Heidelberg GmbH.

5.4 Design of the virtual stands

The design of the virtual stands is left to the exhibitor himself, subject to compliance with the terms and conditions of business and the special conditions of participation. The Exhibitor guarantees that the content provided by him and the linked target page(s) do not violate applicable law, nor do they impair or infringe the rights of third parties of any kind.

5.5 Exclusion

Concept Heidelberg GmbH may demand that content be removed from the virtual exhibition stand which was not included in the stand rental agreement or which is deemed annoying or incompatible with the aim of the event.

6 Terms of payment

Full payment of the stand rent is an absolute prerequisite for participation in the event. This must be made in due time before the start of the event.

6.1 Due date

The terms of payment with deadlines and cancellation options are stated on the registration form.

6.2 Assignment, set-off

The assignment of claims against Concept Heidelberg GmbH is excluded. The offsetting of claims is only permitted with undisputed or legally established counterclaims.

6.3 Complaints

Objections to invoices can only be considered if they are made in writing to Concept Heidelberg GmbH within 14 days of the invoice date.

7 Cancellation, non-participation by the exhibitor, withdrawal by Concept Heidelberg GmbH

7.1 Cancellation, non-participation of the exhibitor

The stand rent is also payable in full if the exhibitor cancels his participation or does not participate in the event without such cancellation.

7.2 Cancellation by Concept Heidelberg GmbH

Concept Heidelberg GmbH is entitled to withdraw from the contract if

- a) the complete rental payment has not been received by the date specified in the invoice at the latest and the exhibitor does not pay after the expiry of a grace period granted to him;
- b) the stand is not occupied in time, i.e. at least 1 hour before the official opening;
- c) the exhibitor violates the house rules and does not stop his behaviour even after a warning;
- d) the requirements for granting admission are no longer met by the registered exhibitor or Concept Heidelberg GmbH subsequently becomes aware of reasons which would have justified non-admission if it had been aware of them in good time. This applies in particular in the event of bankruptcy or composition proceedings being opened or the Exhibitor becoming insolvent. The Exhibitor must inform Concept Heidelberg GmbH immediately of the occurrence of these events. Concept Heidelberg GmbH may assert claims for compensation in the above-mentioned cases. Section 8.1 shall apply accordingly.

8 Cancellation, postponement and change of duration of the exhibition

8.1 Cancellation, postponement and change of duration

Concept Heidelberg GmbH is entitled to cancel, relocate or change the duration of the trade exhibition for important reasons for which it is not responsible, taking into account the interests of the exhibitors. Any change in location or time or any other change will become part of the contract upon notification to the Exhibitor. Concept Heidelberg GmbH also has the right to cancel the trade fair/exhibition if the required minimum number of registrations has not been received and the unchanged execution is economically unreasonable.

8.2 Cancellation of the event

If the trade exhibition does not take place for reasons for which Concept Heidelberg GmbH is not responsible or due to force majeure, Concept Heidelberg GmbH may demand an amount of 25% of the participation fee from the exhibitor as a contribution to costs. If the Exhibitor has ordered additional chargeable services, these may be invoiced to the Exhibitor additionally.

8.3 Making up for the event

Should Concept Heidelberg GmbH be able to hold the trade exhibition at a later date instead of not holding it, the exhibitor must be informed accordingly. The Exhibitor is entitled to cancel his participation on the changed date within one week of receipt of this notification; in this case, Concept Heidelberg GmbH may demand an amount of 25% of the participation fee as a contribution to costs from the Exhibitor.

If Concept Heidelberg GmbH is responsible for the cancellation of the trade fair / exhibition, the Exhibitor shall not owe any participation fee. The Exhibitor has no further claims.

9 Event commenced

If Concept Heidelberg GmbH has to shorten an event which has already begun due to force majeure or for other reasons for which it is not responsible, the exhibitor has no claim to full or partial repayment or waiver of the participation fee..

10 Duties of the exhibitor

10.1 The Exhibitor shall ensure at his own expense that he meets the technical requirements for his participation. In particular, if he has booked an Online Presentation, he shall ensure that he fulfils all requirements for holding his presentation within the framework of the Web conferences punctually and smoothly.

10.2 After receipt of the order confirmation, the Exhibitors will be informed by e-mailings about further details of the preparation and implementation of the virtual trade fair and the web conferences.

10.3 The presentations in the web conference will be recorded by the Organiser. The Exhibitor grants the Organiser the full right to make these recordings - or parts thereof - available for viewing free of charge and to use them as an advertising medium for subsequent events.

10.4 In order to give a lecture in the web conference, it is absolutely necessary to attend one of the online tests organised by the Organiser in order to discuss the organisational procedure, check the technology and receive instruction in the use of the conference platform. If the participant does not take part in one of the offered dates for the test, he loses his right to a lecture in the web conference.

10.5 For all contents of his virtual exhibition stand, be it texts, graphics, links, catalogue entries or conference announcements, the participant bears the sole responsibility for not infringing the rights of third parties. He shall indemnify the Organiser against any claims of third parties arising from the execution of the order, even if it is cancelled. The organiser is not obliged to check entries and contents to see whether they infringe the rights of third parties or whether they comply with competition law provisions. Should third parties assert claims against the Organiser due to the legal or competition law inadmissibility of the entry, the Exhibitor shall indemnify the Organiser from all claims asserted including all costs of necessary legal defence on first request.

10.6 During the entire duration of the web conference, the Exhibitor undertakes to staff the LiveChat at his virtual trade fair stand with at least one competent member of staff online between 09:00 a.m. and 6:00 p.m. and to answer visitors' queries during this time. The organiser reserves the right to deactivate the participant's virtual trade fair stand in the event of non-compliance until the chat is again supervised by the participant.

10.7 The Exhibitor permits the Organiser to use his logo and the information and media provided by him for the purpose of advertising this and future events

11 Picture and sound recordings /Recording

Concept Heidelberg GmbH is entitled to have photographs and electronic recordings made of the exhibition and the virtual stands and to use them for advertising or press publications without the exhibitor being able to object to this for any reason whatsoever. This also applies to recordings made by the press or television with the consent of Concept Heidelberg GmbH.

12 Data Protection

The Exhibitor is obliged to comply with the requirements of the applicable data protection regulations on his own responsibility.

13 Miscellaneous

The organiser reserves the right to make changes and additions concerning the technical platform and data protection.

This contract and all obligations arising from it are subject to German law. Place of jurisdiction and place of performance is 69123 Heidelberg. Should individual provisions of these conditions of participation or a provision within the framework of other agreements be or become invalid in whole or in part, this shall not affect the legal validity of the remaining provisions. They shall be replaced by an appropriate provision that most closely approximates the intention of the invalid or missing provision.

Heidelberg, 16 November 2020