



# Registration form for Stand construction packages and Terms and Conditions for Exhibitors

Munich // 09–12 October 2024

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# Stand construction package fact sheet

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## Basic Stand construction package

**EUR 2,810 flat-rate fee (9 m<sup>2</sup>),**  
plus EUR 196 for each additional full or partial m<sup>2</sup>

// Maximum size for Stand construction packages 30 m<sup>2</sup>  
// Stand walls are made of fabric and nothing can be affixed to them

Included services:

- + Stand construction, including assembly and dismantling (Aluvision system) with white fabric filling without groove areas
- + Sleeve over open Stand edges with white fabric filling and logo space (100x50 cm) as a digital print on each open Stand edge
- + Ribbed carpet, choice of colours (from 10 standard colours)
- + Spotlight (1 unit per 3 m<sup>2</sup>)

## Also included in both packages:

- + Electricity connection incl. consumption (3 KW, additional capacity available subject to surcharge)
- + Preliminary cleaning of Stand area (Film disposal, floor cleaning)
- + Daily Stand cleaning during trade fair
- + 1 mains socket (shockproof socket 230V)

## Premium Stand construction package

**EUR 3,610 flat-rate fee (9 m<sup>2</sup>),**  
plus EUR 291.50 for each additional full or partial m<sup>2</sup>

// Maximum size for Stand construction packages 30 m<sup>2</sup>  
// Stand walls are made of fabric and nothing can be affixed to them

Included services:

- + Stand construction, including assembly and dismantling (Aluvision system)
- + LED light frame with backlit fabric filling featuring customer's printed design
- + Ribbed carpet, choice of colours (from 10 standard colours)

- + 1 cabin with door (up to max. 1 m<sup>2</sup>, from 15 m<sup>2</sup> Stand size 2 m<sup>2</sup>)
- + 1 coat rack
- + 1 lockable information desk
- + 1 waste paper basket
- + 1 brochure stand
- + Seating combination consisting of 1 bistro table and 4 chairs



Example image of "basic" Stand construction at expopharm 2023



Example image of "premium" Stand construction at expopharm 2023

# Stand construction package fact sheet

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## What you'll gain from using our Stand construction packages:

- + Our full 'all-inclusive' package: Step into your ready-built Stand ready to get started
- + Great results with little effort
- + High-quality appearance and outstanding quality
- + Sustainable Stand construction according to DIN EN ISO 14001  
(Stand builder certified for environmental management)
- + Reuse of all Stand construction materials
- + Reusable packaging material
- + Use, reuse and recycling of Ökotex 100 certified materials
- + Recycling of carpet after usage

**For individual Stand construction or customisation of Stand construction packages, please feel free to contact our trade fair construction partner:**

### **Artlife GmbH**

Hessenstrasse 6, 65719 Hofheim

Email: [expopharm@artlife.eu](mailto:expopharm@artlife.eu)

Website: [www.artlife.eu](http://www.artlife.eu)

# Booking a Stand construction package

Munich // 09–12 October 2024

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



Only valid with date, signature, valid registration for main exhibitors and email address of a contact person at the company. In accordance with the Terms and Conditions for Exhibitors, we would like to place an order for the following Stand construction package (minimum space: 9 m²):

		Basic price for 9 m² stand construction incl. basic equipment*	every additional m² stand construction	Space in m² according to registration for main exhibitors
Basic Stand construction package	<input type="checkbox"/>	EUR 2,810	EUR 196	
Premium Stand construction package	<input type="checkbox"/>	EUR 3,610	EUR 291.50	

\* For details and components of the Stand construction packages see the 'Stand construction package fact sheet'

These Stand construction packages are bookable until 15/08/2024 and are then only available on request following this date.

Please note that if you order a Stand construction package after 15/08/2024, a surcharge of 10% will be applied and if you place an order after 15/09/2024, a surcharge of 30% will be applied.

Exhibitor details	Contact person details	Invoice details (if different)
<div><div></div><div>Our full company name is</div><div></div><div>We operate under the following name/brand (if different from company name)</div><div></div><div>Street, house number</div><div></div><div>Postcode and city</div><div></div><div>Country</div><div></div><div>VAT ID No.</div><div></div><div>Commercial register number</div><div></div></div>	<div><div>The following person is responsible for our expopharm participation/organisation</div><div>Ms <input type="checkbox"/> Mr <input type="checkbox"/></div><div></div><div>First and last name</div><div></div><div>Position in the company</div><div></div><div>Email</div><div></div><div>Telephone</div><div></div><div>Responsible employee (Stand Manager) for the duration of the exhibition is</div><div>Ms <input type="checkbox"/> Mr <input type="checkbox"/></div><div></div><div>First and last name</div><div></div><div>Email</div><div></div><div>Telephone</div><div></div></div>	<div><div></div><div>full company name</div><div></div><div>Street, house number</div><div></div><div>Postcode and city</div><div></div><div>Country</div><div></div><div>VAT ID No.</div><div></div><div>PO no.</div><div></div><div>Contact person for invoicing</div><div>Ms <input type="checkbox"/> Mr <input type="checkbox"/></div><div></div><div>First and last name</div><div></div><div>Email</div><div></div><div>Telephone</div><div></div></div>

## 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 <https://www.expopharm.de/messe/apotheken/event.php?pg=datenschutz&linkplace=footer&setlang=en>.

With this booking, we accept the General Terms and Conditions for Exhibitors and the Special Conditions of Participation for Stand Construction Packages set forth by Avoxa – Mediengruppe Deutscher Apotheker GmbH, 65760 Eschborn, Germany.

Place of performance: Eschborn

Place of jurisdiction: Frankfurt/Main

<div></div> <div>City and date</div>	<div></div> <div>Signatory's name</div>	<div><div>X</div></div> <div>Legally binding signature</div>
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# General Terms and Conditions

Munich // 09–12 October 2024

# General Terms and Conditions for Exhibitors

## Munich // 09–12 October 2024



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 2024

The leading trade fair for the pharmacy market

### 2. Event dates and venue

09–12 October 2024

Messe München GmbH

Exhibition grounds

81823 Munich, Germany

### 3. Trade fair opening times

The trade fair is open for visitors from Wednesday, 9 October 2024, to Saturday, 12 October 2024, from 9 AM until 6 PM.

Exhibitors with a valid exhibitor pass may enter the exhibition grounds on Wednesday, 9 October 2024, from 7:30 AM and on all other exhibition days from 8 AM. 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, 4 October 2024, at 8 AM and Tuesday, 8 October 2024, at 6 PM

The structural setup must be completed by 4 PM on 8 October 2024. The decorative setup must be completed by 6 PM on 8 October 2024. The aisles must be cleared of all items by this time.

#### Booth dismantling:

At any time between Saturday, 12 October 2024, at 6 PM and Monday, 14 October 2024, at 6 PM.

Booth dismantling must not commence until after the event has ended on 12 October 2024 at 6 PM (see item 26).

### 5. Organiser

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

Carl-Mannich-Strasse 26, 65760 Eschborn, Germany

Telephone: +49 6196 928-410

Email: [aussteller@expopharm.de](mailto:aussteller@expopharm.de)

Internet: [www.expopharm.de](http://www.expopharm.de)

### 6. Sponsor

ABDA – Bundesvereinigung

Deutscher Apothekerverbände e. V.

Heidestraße 7, 10557 Berlin

## **7. Exhibition service provider/ technical services**

Messe München GmbH  
Exhibition grounds  
81823 Munich, Germany  
Germany

Telephone: +49 89 949-20720  
Fax: +49 89949 - 20729  
Email: [newsline@messe-muenchen.de](mailto:newsline@messe-muenchen.de)  
Internet: [messe-muenchen.de](http://messe-muenchen.de)

## **8. Exhibition spaces (subject areas of the trade fair)**

expopharm is an annual trade fair for products, processes and services from the specialist areas listed in the directory of products and services.

## **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 from the specialist areas listed in the directory of products and services, 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.

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.

The registration documents submitted by the exhibitor, including the selection of the exhibitor in the directory of products and services contained therein, are part of the admission confirmation.

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 specified in the admission confirmation and only for the products, processes and services listed in the registration form.

A contract between the organiser and the exhibitor is inceptioned 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 inceptioned 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](http://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.

A physical copy of the fully completed and signed registration forms must be mailed to:

Avoxa – Mediengruppe Deutscher Apotheker GmbH  
Carl-Mannich-Strasse 26  
65760 Eschborn  
Email: [aussteller@expopharm.de](mailto:aussteller@expopharm.de)

By signing (standard written or digital signature) 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 organiser 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 approved 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).

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.

## General Terms and Conditions for Exhibitors

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	For registrations received by 30/11/2023	For registrations received by 29/02/2024	For registrations received on or after 01/03/2024	Communication package incl. visitor promotion package (flat-rate visitor tickets)	plus flat-rate energy fee
<b>Inline booth</b> (one side open)	189 €/m <sup>2</sup>	199 €/m <sup>2</sup>	205 €/m <sup>2</sup>	up to 15 m <sup>2</sup> €395  16–60 m <sup>2</sup> €615  from 61 m <sup>2</sup> €1,000	17.40 €/m <sup>2</sup>
<b>Corner booth</b> (two sides open)	209 €/m <sup>2</sup>	227 €/m <sup>2</sup>	235 €/m <sup>2</sup>		
<b>Peninsula booth</b> (three sides open)	217 €/m <sup>2</sup>	235 €/m <sup>2</sup>	245 €/m <sup>2</sup>		
<b>Island booth</b> (four sides open)	227 €/m <sup>2</sup>	245 €/m <sup>2</sup>	254 €/m <sup>2</sup>		
<b>Co-exhibitor fee</b>	€685				

The following components are included in the above referenced prices, costs and fees.

// Booth space costs (costs for inline booth, corner booth, peninsula booth, island booth): booth space, a number of exhibitor passes according to the respective exhibition space (see item 22), general technical supplies for the exhibition areas/exhibition halls.

// Lump-sum energy costs: common use energy costs, such as hall lighting, hall heating, air-conditioning, etc.

// Communication package incl. visitor promotion package (flat rate visitor tickets): unlimited number of ticket codes requiring registration or admission ticket vouchers for customer invitations, online company profile (basic entry with company name, address, hall number, booth number, telephone number, email, website, selection of product and service codes from the directory of products and services), communication services for general visitor promotion by the organiser (including advertisements, banners, newsletters, press releases, website), advertising materials (including newsletter banner, website banner, trade fair logo) for use by exhibitors

// Co-exhibitor fee: unlimited number of ticket codes requiring registration or admission ticket vouchers for customer invitations, online company profile (basic entry with company name, address, hall number, booth number, telephone number, email, website, selection of product and service identifiers from the directory of products and services), communication services for general visitor promotion by the organiser (including advertisements, banners, newsletters, press releases, website), advertising materials (including newsletter banner, website banner, trade fair logo) for use by exhibitors

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

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 m<sup>2</sup> 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.

### 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 participation fee payable by the exhibitor shall become due for payment upon the exhibitor's admission as an exhibitor and receipt of an invoice by email or by post. 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: DAAEDEDXXX**

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**

Upon admission as an exhibitor, a cancellation or a reduction of the booth space by the exhibitor is no longer possible, regardless of the size of the space.

Applicants may cancel their registration before being admitted as an exhibitor by the organiser. A reduction of more than 60% of the booth size listed by the applicant in the application is equivalent to a cancellation.

With the cancellation, the applicant agrees to pay a cancellation fee of EUR 1,850 per booth (plus VAT at the rate applicable in the year of the event).

If the ticket codes or admission ticket vouchers have already been issued to the applicant prior to cancellation, the applicant must pay the communication fee incl. visitor promotion package in full in the event of a 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.

The exhibitor's liability for costs incurred by third parties from a separate contractual relationship, as well as for print media, booth construction and other costs shall remain unaffected by this clause. This applies in particular to costs incurred as a result of claims made by third parties prior to cancellation.

## **18. Non-participation/non-occupancy**

Unless the organiser can rent the reserved area to another party, the exhibitor must pay the full participation fee (as specified in the admission package) plus any costs of the booth area not included in the participation fee (but actually already incurred), if any of the following cases occur: if an exhibitor does not participate, even in the event of unjustified withdrawal after admission as an exhibitor;

if an exhibitor waives participation; if an exhibitor reduces the reserved and allocated booth area; or if an exhibitor does not occupy the reserved and allocated booth area during the trade fair or does not occupy it completely as agreed (both hereinafter referred to as non-use of the entire reserved area). This also includes termination without notice by the organiser in accordance with Section 19 associated with the closure/clearance/repositioning of the booth. The exhibitor gives the organiser his express consent to offer and rent the space not occupied by him to others. In any case, the organiser can only attempt to rent the space to another party if the exhibitor notifies the organiser in writing about his non-participation/non-occupancy with ample notice before the start of the trade fair. Verbal notifications are not sufficient.

Renting to another party in this sense does not simply refer to the exhibitor's reserved and allocated space, which he does not actually use, being occupied in whole or in part by other exhibitors. Rather, it only applies if the entire exhibition space of the event had already been fully rented and additional or extended participation in the event could still be agreed with other exhibitors only because of the exhibitor's non-participation, cancellation or non-use of the entire reserved space.

Even in the event of the space being rented to another party as defined above, the exhibitor shall pay 25% of the agreed participation fee for the reserved space that could be rented to another party as liquidated damages (compensation for expenses), but in any case not less than the cancellation fee of EUR 1,850 plus the statutory VAT applicable at the time of invoicing. The exhibitor may demand a reduction of the compensation for expenses up to the amount of the cancellation fee, if he can prove that the organiser's incurred expenses were actually lower.

If the space reserved by the exhibitor cannot be fully rented to another party, the organiser may (in

addition to any owed participation fee, liquidated damages and/or the cancellation fee) design or decorate the free booth space that cannot be rented to another party at the exhibitor's expense in order to avoid the impression of a gap in the area. This also includes reallocation of other exhibitors to this 'open' booth space or occupation of the booth space with presentations, etc.

Unless the costs are included in the organiser's participation fee, which the exhibitor remains obliged to pay, the exhibitor's liability for costs incurred by third parties from a separate contractual relationship, as well as for print media, booth construction and other costs shall remain unaffected by this clause. This applies in particular to costs incurred as a result of claims made by third parties contracted by the exhibitor.

## 19. 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.

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 co-exhibitor advertises goods, services, media, companies or businesses that do not originate from the designated exhibition areas and have been approved in the admission confirmation;

// 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;

// 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.

The exhibitor must give the organiser immediate notice of an application for the opening of insolvency proceedings.



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.

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

A separate cancellation of the communication package incl. visitor promotion package is not possible.

## **20. Force majeure**

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; orders issued by a public authority or by statute) shall authorise the organiser to cancel the event before its opening, reschedule it or shorten it. Likewise, if one of the aforementioned events occurs, the organiser shall be entitled to shorten or prematurely terminate an event that is already in progress.

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 and as compensation for costs already incurred by the organiser up to that point. If the event is cancelled with a shorter notice before its start date, the cost contribution to be borne by the exhibitor shall increase to a flat rate of 50% of the agreed booth rental prices.

The exhibitor shall bear any services ordered by the exhibitor separately from the booth rental, insofar as these services have already been incurred by the organiser or have been ordered for a fee.

If an ongoing event has to be cancelled or shortened due to force majeure or orders issued by a public authority, or if an ongoing or imminent event has to be shortened in terms of time or scope, the agreed booth rental prices and all additional costs attributable to the exhibitor will be payable in their full amounts. There shall be no refund of booth rental prices or costs.

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

A shortening of the duration of the event or a reduction in the scope of the event due to force majeure or orders issued by a public authority or by statute shall not entitle either Party to being released from the booth rental contract and does not give rise to a claim for a reduction of the agreed booth rental price. The organiser undertakes to announce 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.

## **21. Exhibited goods & trade fair transport company**

Products, processes or services that have not been specified by the exhibitor in the application and were not approved in the admission confirmation may not be exhibited, advertised or offered. Products and advertising for processes or services from exhibition areas other than those specified in item 8 may be removed and stored by the organiser at the exhibitor's expense.

The organiser does not guarantee that the products, processes or services exhibited or advertised by the exhibitor 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).

## **22. 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 be paid directly to this security company. The relevant documents shall be provided to the exhibitor 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).

## **23. 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 m<sup>2</sup>, 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 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 after payment of the exhibitor price has been received.

Additional exhibitor passes may be requested from the organiser 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.

## **24. 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.



## **25. Rules pertaining to product sales**

Each exhibitor may only accept orders for products, processes or services that have been specified in the application by the exhibitor and were approved in the admission confirmation. 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 agrees to pay a contractual penalty of 250 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.

## **26. 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 booth 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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Email: kontakt@gema.de

Directorate General Munich  
Rosenheimer Strasse 11, 81667 Munich  
P.O. Box 80 07 67, 81607 Munich, Germany  
Telephone: +49 89 48003-00  
Fax: +49 89 48003-969  
Email: kontakt@gema.de

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.

## **27. Booth setup, design & staffing**

To ensure a good overall impression, guidelines regarding the setup and design of booths, 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.

## General Terms and Conditions for Exhibitors

Munich // 09–12 October 2024

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 & 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.

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 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 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.

### **32. Liability**

The organiser's liability shall be 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. Photographing, filming, drawing and video recording**

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 General 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, other provisions**

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

Insofar as no other form is specified in the GTCE or the registration documents, 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 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 about our privacy policy, please visit our website at <https://www.expopharm.de/messe/apotheken/event.php?pg=datenschutz&linkplace=footer&setlang=en>.

**Version: September 2023**



# Special Terms and Conditions for Exhibitors

## Stand construction packages

Munich // 09–12 October 2024

Special Conditions of Participation apply for booking Stand construction packages, which supplement the regulations contained in the expopharm Terms and Conditions for Exhibitors or restrict these Terms and Conditions for Exhibitors.

## 1. Prices for Stand construction packages

In addition to Item 14 of the General Terms and Conditions for Exhibitors, the following rental prices apply for Stand construction packages.

All rental prices listed below are exclusive of taxes. VAT at the statutory rate will be charged at the time of invoicing.

	Basic price for 9 m <sup>2</sup> stand construction incl. basic equipment*	every additional m <sup>2</sup> stand construction
<b>Basic Stand construction package</b>	EUR 2,810	EUR 196
<b>Premium Stand construction package</b>	EUR 3,610	EUR 291.50

\*Basic equipment according to 'Stand construction package fact sheet'

When booking Stand construction packages, no discount or refund will be issued for stand construction materials that are not required.

## 2. Booking requirement for Stand construction packages

Booking Stand construction packages is only possible when booking a stand area as the main exhibitor.

## 3. Booking confirmation for Stand construction packages

If a Stand construction package is booked together with a Stand space, the booking is confirmed by the notification of approval. If you book a Stand construction package after having already been approved as a principal exhibitor, the principal exhibitor will receive another booking confirmation for the Stand construction package which has been booked.

## 4. Cancellation & non-participation

Cancellation of the Stand construction package booking is possible free of charge until the booking confirmation is sent.

In the event that the Stand construction package is cancelled after the booking confirmation has been sent, the following will apply:

- // 30% of the total price for the booked Stand construction package will be charged up to 31/05/2024,
- // 75% of the total price for the booked Stand construction package will be charged between 01/06/2024 and 12/09/2024,
- // 90% of the total price for the booked Stand construction package will be charged between 13/09/2024 and 26/09/2024,
- // and 100% of the total price for the booked Stand construction package will be charged from 27/09/2024, and any expenses actually incurred are to be paid by the exhibitor.



## **5. Usage and handover of the Stand construction package**

The exhibitor can occupy the Stand construction package after it has been built on Tuesday 08/10/2024 between 12 noon and no later than 4 pm.

On handover of the Stand, the exhibitor takes on the obligations of a renter with regard to the Stand construction package and any furnishing items which have been booked.

A claim for damages against the organiser due to the Stand construction package not being ready for use promptly is excluded unless the damage was caused by the organiser's wilful intent or gross negligence.

## **6. Notice of defects**

The exhibitor shall inspect the Stand construction package and any furnishing items without undue delay on occupying it, insofar as this is feasible as part of proper business processes, to check for any damages and to check that the package is complete, and if a defect is identified, the exhibitor shall provide notification of this without undue delay.

Notification of defects must be provided in text form to the trade fair management office at the trade fair location, whereby the exhibitor can make use of the services specification.

If the exhibitor fails to provide this notification, the Stand construction package and the scope of the furnishing items in accordance with the services specification shall be deemed approved unless the defect was not identifiable at the time of the inspection. If such a defect becomes identifiable at a later point in time, notification shall be provided without undue delay after discovery of the defect.

In the event the vendor has fraudulently covered up a defect, it may not rely on these provisions.

## **7. Rights of use**

The exhibitor may only use the Stand and Stand space for other purposes and business branches than those set out in the event organiser's notification of approval with the written consent of the event organiser.

Without the written consent of the event organiser, the exhibitor shall not be permitted to sublet the Stand or allow third parties to use the Stand in any other way. Without prejudice to any consent, the exhibitor and any users authorised by the exhibitor remain personally liable and the exhibitor assigns to the event organiser all rights arising from the transfer of use to the user and the event organiser accepts this assignment of rights.

## **8. Affixing signs, advertising boards, advertising materials or furnishing items**

The renter shall ensure that no damage is incurred to the Stand construction/Stand area which goes beyond the scope of standard usage by the signage, advertising boards, advertising materials or furnishing items affixed by the renter onto or in the Stand.



At the end of the trade fair, the exhibitor must remove all signage and advertising boards affixed or erected by it, as well as other advertising materials or furnishing items, and repair any damage caused by affixing, using and removing these items. Any signage and advertising boards, other advertising materials or furnishing items etc. left in the Stand shall be disposed of after the trade fair at the exhibitor's expense.

## **9. Damage to elements of booked Stand construction packages**

The exhibitor shall be liable to pay compensation for damage to the booked Stand construction walls/objects, flooring or furnishing items, as well as systems which form part of the Stand, insofar as such damage was caused by the exhibitor or individuals who are part of the exhibitor's company, as well as sub-lessees. This also applies to damages caused by visitors, suppliers and tradespeople insofar as they are vicarious agents of the exhibitor. The onus shall be on the renter to provide proof that it is not responsible for such damages.

**Version: January 2024**