

## General Exhibition Conditions

of CPO HANSER SERVICE GmbH – Berlin and  
and CPO HANSER SERVICE – Hanser & Co GmbH – Hamburg  
hereinafter referred to as CPO HANSER SERVICE

### Information Sheet AB 14

#### 1. Event

CPO HANSER SERVICE is the organizer of the exhibition described in the proposal which it has submitted for participating companies. The instructions and schedules contained in that proposal shall form an integral part of these exhibition conditions. Any estimates made by CPO HANSER SERVICE with respect to the expected number of visitors shall be non-binding.

#### 2. Registration

A request for registration shall be submitted informally or using the stand registration form issued by CPO HANSER SERVICE. The issue of the form shall not give rise to any legal entitlement to demand confirmation of the registration. Unilateral modifications or provisos stipulated by the exhibitor shall have no legally binding effect unless they are confirmed in writing by CPO HANSER SERVICE. Upon submitting the stand registration form, the exhibitor shall be deemed to have made a binding offer to enter into a contract as an exhibitor. CPO HANSER SERVICE shall be under no obligation to accept such offer.

#### 3. Confirmation of registration and payment of stand rental

CPO HANSER SERVICE and the exhibitor shall enter into a written contract confirming the exhibitor's registration. The content of the contract shall incorporate the particulars of the registration form and these general exhibition terms. If CPO HANSER SERVICE and the exhibitor agree in writing on any modifications or amendments to the general exhibition conditions, these shall take precedence over any provisions to the contrary in the general exhibition terms. CPO HANSER SERVICE shall select exhibitors and exhibits and initially

**Berlin · Hamburg**  
Büro Berlin: CPO HANSER SERVICE GmbH  
Postfach 33 03 16 · 14173 Berlin  
Paulsborner Straße 44 · 14193 Berlin · Deutschland

Tel +49 – 30 – 300 669-0 · Fax +49 – 30 – 305 73 91  
berlin@cpo-hanser.de · www.cpo-hanser.de  
Berlin-Charlottenburg HRB 23005 · USt-IdNr. DE136707091

Geschäftsführer: Dipl. Volksw. Inge Hanser,  
Hermann Hanser



allot space on a non-binding basis after examining the registration forms. There shall be no legal right to demand confirmation of registration.

CPO HANSER SERVICE may revoke any confirmation of registration and thus rescind the contract if the registration was confirmed on the basis of incorrect information or the conditions for confirmation of the registration are no longer satisfied. Upon the registration being confirmed, the exhibitor shall receive an invoice for the stand rental. The invoice amount shall be remitted to CPO HANSER SERVICE within 30 days of the invoice date.

If this payment period is exceeded, CPO HANSER SERVICE may rescind the contract and recover compensation after setting an additional period of 10 days for payment.

#### **4. Allocation of and alternatives to stand locations**

CPO HANSER SERVICE shall disclose details of the final stand allocation after the number of participating exhibitors is known to it. CPO HANSER SERVICE shall allocate stands in the light of the subject matter and structure of the exhibition as well as the available space.

Stands shall not be allocated solely on the basis of the order in which registrations are received.

If necessary, CPO HANSER SERVICE may alter the size, form and location of the stand even after it has been allocated.

CPO HANSER SERVICE shall notify the exhibitor immediately of any such alteration and, as far as possible, offer it an equivalent alternative stand. Any difference in the stand rental shall be charged or reimbursed, as the case may be.

The exhibitor may submit an objection to such alteration within three days of receipt of the notification if it cannot reasonably be expected to accept such alteration. If CPO HANSER SERVICE is unable to offer the exhibitor a reasonable alternative, the exhibitor may rescind the contract within a further 3 days, it being agreed that no further remedies shall be available to either party in this connection. Moreover, the exhibitor must accept the possibility that the location of the other stands is altered at the beginning of the exhibition and thus deviates from the original plan. The exhibitor may not swap the stand allocated to it with other exhibitors or allow any third parties to use all or part of the stand except with CPO HANSER SERVICE's approval.

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## 5. Cancellation of registration

The registration may be cancelled any time before it is confirmed. In this case, a processing fee of EUR 500.00 plus VAT at the statutory rate shall be payable. After the registration has been confirmed, the exhibitor may not cancel the contract or reduce the stand rental. The entire stand rental plus the ancillary costs in the amount actually incurred shall be payable in full unless CPO HANSER SERVICE is able to allocate the stand to a third party, in which case the exhibitor shall pay 20% of the stand rental as a processing fee.

If an exhibitor whose registration has been confirmed but who does not take part in the exhibition arranges for another exhibitor to use the stand and such exhibitor is acceptable to CPO HANSER SERVICE, the original exhibitor shall pay 20% of the stand rental as a processing fee.

## 6. Relocation or cancellation of the exhibition

In the event of any circumstances beyond its control, CPO HANSER SERVICE may postpone, shorten, temporarily close all or any part of the exhibition or cancel it. If the exhibition is postponed, the registration shall remain binding for a further period of six months.

The exhibition may also be cancelled or shortened if there is insufficient interest on the part of exhibitors. In this case, CPO HANSER SERVICE shall reimburse the payments made by the exhibitor covering services which have not been provided.

## 7. Stand assembly and design

Upon accepting the stand area allocated to it, the exhibitor shall be deemed to have accepted and acknowledged the conditions prevailing there. The stand shall be assembled in such a way that all building, fire-safety and other public safety rules as well as the exhibition venue rules and the exhibition conditions issued by the lessor of the exhibition venue (congress centre, municipal hall, hotel) are duly observed.

The exhibitor shall observe any technical guidelines which CPO attaches to the confirmation of registration. Where applicable, the permission of the local building inspection authority shall be obtained. CPO HANSER SERVICE shall not be liable for any errors or omissions in the details of any administrative rules and other regulations communicated to the exhibitor.

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The exhibitor shall be responsible for satisfying itself that the stand space is fit for proper use and suitable for its intended purpose. The exhibitor shall determine the internal design of the stand at its own discretion. However, it shall harmoniously blend into the overall setting. CPO HANSER SERVICE shall be free to re-allocate any stand space which is not occupied or utilized by the applicable date. In this case, the exhibitor failing to occupy or utilize the space in question shall not be entitled to any remedies or reimbursement of the stand rental paid. If the exhibitor requires more time than stipulated in the invitation, separate agreements may be entered into with CPO HANSER SERVICE to allow for this.

The stand shall be duly fitted out and occupied by expert staff during the entire opening times of the exhibition.

## 8. Government permits

The exhibitor shall be responsible for obtaining all government permits and allowances required to operate the exhibition stand and to present its products and services unless it is the responsibility of CPO HANSER SERVICE or the lessor of the exhibition venue to obtain such permits and allowances. The government permits and allowances to be obtained by the exhibitor shall include but not be limited to fire safety permits for the stand assembled by the exhibitor and permits for the medical products displayed by the exhibitor.

## 9. Dismantling

Work on dismantling the stand may not commence until the exhibition is closed on the final day. All exhibits including stand and packaging material and the like which are not removed from the exhibition venue by the end of the dismantling period shall be removed at the exhibitor's expense and risk and, at CPO HANSER SERVICE's discretion, either destroyed or sold in accordance with the provisions on lien enforcement sales (Sections 814 - 825 of the German Code of Civil Procedure) after the expiry of reasonable additional time. The proceeds from such sale net of all costs including those incurred by CPO HANSER SERVICE shall accrue to the exhibitor.

Any damage to the exhibition venue shall be remedied at the exhibitor's expense by companies retained by the lessor of the exhibition venue, however only at its instigation.

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## 10. Advertising

Exhibiting companies may only engage in advertising within the stand space which they have rented. All advertising materials shall be used in such a way that the safety of the exhibition is not adversely affected and no other parties are impaired. This shall particularly apply to mobile and acoustic advertising as well as electronic advertising which establishes links with the exhibitor visitors' communications media.

## 11. Patrolling

The lessor of the exhibition venue is under a duty to provide general patrolling services. Individual stands shall not be patrolled. Special patrols may only be provided by a security company whose services are retained by CPO HANSER SERVICE and the lessor of the exhibition venue.

## 12. Cleaning

The lessor of the exhibition venues is required to clean the aisles once a day. The exhibitor undertakes to keep its stand clean during opening hours. CPO HANSER SERVICE shall be under no obligation to provide cleaning services.

## 13. Insurance

CPO HANSER SERVICE shall only take out insurance to cover its own statutory liability as the organizer of the exhibition. It has taken out liability insurance (personal injury and damage to property) to cover any claims which may be asserted against it under by law.

This insurance does not cover the risks of the individual exhibitors. The exhibitor therefore undertakes to take out sufficient liability insurance of its own. In particular, it shall arrange for liability insurance to cover personal injury and damage to property in connection with the exhibition. Additional insurance to cover loss of or damage to exhibits during the exhibition and in transit is recommended as CPO HANSER SERVICE does not assume any liability for such loss or damage.

## 14. Catering

In accordance with the lessor's rules, all catering services shall be provided by the caterers employed at the exhibition venue.

## 15. Infringements of the exhibition conditions

In the event of any infringement of these exhibition conditions by the exhibitor or its representatives and failure to remedy such infringement within a reasonable period of time, CPO HANSER SERVICE reserves the right to close the stand or to have it removed at the exhibitor's expense. In this case, no remedies shall be available to the exhibitor.

## 16. Time bar, netting

All claims of any kind against CPO HANSER SERVICE shall be asserted in writing within a period of no more than 3 months after the conclusion of the exhibition. All claims which are not asserted within that period in writing shall be barred.

Only counter-receivables which are not disputed or which have been upheld in a court of law may be netted by the exhibitor.

## 17. Liability

CPO HANSER SERVICE shall provide compensation and reimburse expenses incurred – regardless of the legal reason – (e.g. arising from contractual or contract-like relations, legal or constructive defects, breach of duty and tort) subject to the following provisions:

- liability for wilful misconduct shall be unlimited;
- in the event of gross negligence, CPO HANSER SERVICE shall be liable for typical loss foreseeable at the time at which the contract was entered into;
- in the case of breach other than through gross negligence of a duty going to the core of the contract (i.e. duties the performance of which is crucial for the due and proper performance of the contract as a whole, compliance with which the contractual partner regularly relies upon and can reasonably be assumed to rely upon and breach of which jeopardizes the purpose of the contract), CPO HANSER SERVICE shall be liable for typical loss foreseeable at the time at which the contract was entered into.

The statutory provisions shall apply without limitation in the event of bodily harm, injury and impairment of health as well as in connection with any claims under product liability.

The aforementioned provisions shall also apply to the liability of CPO HANSER SERVICE's representatives and agents. Any claims accruing to CPO HANSER SERVICE against third parties shall be assigned in advance to the exhibitor in cases in which the exhibitor holds corresponding claims against CPO HANSER SERVICE. The exhibitor hereby accepts such assignment. CPO HANSER SERVICE undertakes to assist the exhibitor to the best of its ability in pursuing any legitimate claims for compensation against third parties.

## 18. Observance of statutory requirements

CPO HANSER SERVICE shall observe all applicable statutory requirements including but not limited to the provisions of the Medicinal Products Act, the German Medical Products Advertising Act and additionally also the provisions of the codes adopted by the members of "Freiwillige Selbstkontrolle der Arzneimittelindustrie e.V." and the members of "Arzneimittel und Kooperation im Gesundheitswesen e.V." as well as the provisions of "Gemeinsamen Standpunktes zur strafrechtlichen Bewertung der Zusammenarbeit zwischen der Industrie, medizinischen Einrichtungen und deren Mitarbeitern" to the extent that this is necessary for the performance by CPO HANSER SERVICE of its contractual duties. CPO HANSER SERVICE shall not be held liable for any breach by third parties including but not limited to participating companies and exhibitors of any statutory provisions.

## 19. Data privacy

The exhibitor accepts and acknowledges that CPO HANSER SERVICE may store the exhibitor's personal data for the purposes of automatic processing within the scope of the contractual relationship.

## 20. Place of fulfilment, choice of court, miscellaneous

The exhibition venue shall be the place of fulfilment for all duties to be performed by CPO HANSER SERVICE. CPO HANSER SERVICE's domicile shall be the place of fulfilment for all duties to be performed by the exhibitor. Any disputes shall be referred to the competent

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courts of law of the city in which CPO HANSER SERVICE has its domicile. This Contract shall be subject to the law of the Federal Republic of Germany.

The agreement on the choice of court shall apply only if the exhibitor is a commercial entity as well as to persons who do not have any general place of jurisdiction in Germany. If any of the provisions of these exhibition conditions is void, this shall not prejudice the validity of the remaining provisions. In this case, the invalid provision shall be replaced by a valid one coming as legally close as possible to the purpose of these exhibition conditions. This shall also apply if the provisions are found to contain any gaps.

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