

Special Conditions for Participation in the trade fair FACHPACK 2024

As per April 2023

NÜRNBERG MESSE

1. Venue, duration, opening hours

Venue: Exhibition Center Nuremberg
Duration: Tue 24 – Thu 26 September 2024
Opening hours: Tue 24 – Wed 25 September 2024 9:00 – 18:00 daily
Thu 26 September 2024 9:00 – 17:00 daily

Even beyond the actual event period, selected digital contents will remain accessible online in an Exhibitors & Products database until at least 31.12.2024.

2. Not applicable

3. Organizer

NürnbergMesse GmbH
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www.fachpack.de
www.nuernbergmesse.de
CEO: Peter Ottmann
Registration Number HRB 761 Nürnberg
Chairman of the Supervisory Board: Marcus König
Lord Mayor of the City of Nürnberg

4. Contractual terms

The contractual terms for participation in the Trade Fair FACHPACK 2024 are the Special Conditions for Participation in the Trade Fair FACHPACK 2024 and General Conditions for Participation in Fairs and Exhibitions (including supplementary agreement), the NürnbergMesse site regulations, the organizational (e.g. exhibitor information), technical (e.g. Online ExhibitorShop) and other conditions notified to the exhibitor before the exhibition begins.

5. Admission/Stand space confirmation

Item 2 of the General Conditions for Participation in Fairs and Exhibitions is supplemented as follows: If the exhibitor requests a stand position other than stated in the stand space confirmation, a processing fee of EUR 350 will be charged. The exhibitor agrees to pay a processing fee of EUR 250 if the order for stand space is cancelled prior to contract conclusion.

Cancellation after receipt of the stand space confirmation (=admission) is governed by item 7 of the General Conditions for Participation in Fairs and Exhibitions.

6. Exhibitors and approved exhibition goods

Admissible as exhibitors are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted.

7. Rental in exhibition halls

per m² (rounded up to nearest full m²) stand space

EUR 228	In-line stand	(1 side open)
EUR 259	Corner stand	(2 sides open)
EUR 271	Peninsula stand	(3 sides open)
EUR 279	Island stand	(4 sides open)

If the application is received before 1.10.2023, the stand rental is reduced by EUR 12 per m². Minimum rental for stand space: EUR 2,592.

The type of stand allocated depends on planning; an entitlement to a certain type of stand does not exist.

Rental includes:

- Hire of the stand space during assembly, exhibition and dismantling.
- General guarding of the exhibition halls. General lighting of the exhibition halls. General cleaning of the passageways.

An administrative fee of EUR 0.60 per m² of stand space in exhibition halls will be charged and remitted to the AUMA (Association of the German Trade Fair Industry).

The waste disposal service includes the professional removal and recycling of any waste generated at the stand during assembly and dismantling as well as for the entire duration of the trade fair. The flat fee for this is EUR 4.95/m² and is charged up to a maximum area of 500 m². The disposal of production waste accumulated during the event, entire stand elements or complete exhibition stands must be ordered separately. It is strictly forbidden to bring any waste with you, any violation will be charged to the exhibitor. We reserve the right to take further measures. Waste is disposed of in accordance with the Technical Regulations.

8. Complete rental stand

All charges of complete rental stands are calculated per m² of stand space (rounded up to nearest full m²), in addition to rental charge for stand space in exhibition halls (see item 7). All pictures are exemplary pictures.

Rental includes:

- Hire of complete stand:
You will find all models at www.standconfigurator.com.

The organizer is responsible for assembling and dismantling the complete rental stand.

The complete rental stand and its fittings must not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done during the rental period and will be charged with the costs.

The basic type of complete rental stand can be fitted out additionally in the same system at extra cost.

Respective orders can be carried out in the Online ExhibitorShop.

9. Payment conditions

Exhibitors may be charged an advance payment of 25% of the expected stand space rental on confirmation of the application.

The full stand space rental less the advance payment will be charged to exhibitors on confirmation of the stand space. The advance payment will be reimbursed in case of non-confirmation of the stand.

Any payments are due by the date shown on the respective invoice. Invoices are payable in full. All payments are to be made in EURO without charges, quoting invoice number.

If the exhibitor enters a different invoice address on the application form, he authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the exhibitor from his obligation to pay.

The invoice then issued to the named invoice recipient is made out with the addition "c/o" (cf. Section 14.5 Para. 2 p. 1 ff. Sales Tax Application Decree).

For subsequent changes to the invoice for which the exhibitor is responsible, NürnbergMesse may charge a processing fee of EUR 50. The same shall apply to cases in which additional expense is incurred because invoices and/or related information, data and documents are entered by NürnbergMesse in the exhibitor's invoice processing systems or payment portals.

An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The exhibitor is to provide proof of payment.

The exhibitor agrees to transmission of invoices by the organizer via e-mail (electronic billing). If the exhibitor does not wish to use electronic billing, he or she can object in writing or in text form.

10. Insurance

Exhibitors are obliged to make their own adequate insurance arrangements.

Insurance for exhibitors (transport and duration of event) is advisable and can be arranged through a collective insurance contract taken out by the organizer.

11. Assembly and dismantling, passes

Assembly:	Thu 19 – Sun 22 September 2024	7:00 – 24:00 daily
	Mon 23 September 2024	7:00 – 20:00

Exhibition stands for which assembly has not commenced by 15:00 on Monday, 23 September 2024, will be decorated by the organizer, if they cannot be otherwise disposed of. Costs incurred will be charged to the exhibitor.

Dismantling:	Thu 26 September 2024	17:00 – 24:00
	Fri 27 – Sat 28 September 2024	7:00 – 24:00 daily

Access to the halls during assembly and dismantling times is only permitted on display of special passes, which are not valid during the exhibition.

12. Stand design

The exhibitor is responsible for stand equipment and decoration.

Relevant for stand design and equipment are the Technical Regulations (Info 4) and the Important information for FACHPACK 2024 (Info 1) which are published at www.fachpack.de/en and the Online ExhibitorShop (OES). The exhibitor agrees to comply with these conditions. Noncompliance may result in claims for damages by the organizer or the neighboring exhibitors affected.

The exhibition organizer reserves the right to give further instructions concerning the design of stands.

Exhibitors are obliged to decorate their stands carefully and in good taste.

Stands which do not conform to the accepted standards will not be approved by the organizer until the necessary changes have been made. Unacceptable advertising will be similarly affected.

The overriding principle for the design of all exhibition stands is transparency. At least 50 % of the total amount of all gangway sides must not be obstructed by structures or fittings.

The minimum height for exhibition stands is 2.50 m. The maximum height for stand and advertising constructions is 5.50 m, measured from hall floor and may not be exceeded.

The backs of stand partition walls, advertising carriers or other design elements facing neighboring stands and exceeding a height of 2.50 m must be of neutral design and clean and must not contain any text or graphics.

Advertising carriers or other design elements from 3.50 m up to the maximum height of 5.50 m must keep a distance of 2.00 m to each neighboring stand. Two-storey stands are not allowed.

Exhibition stands of 400 m² or more are subject to approval. To check the design and execution of his stand a checklist is available in the Online ExhibitorShop at www.fachpack.de/checklist.

Stands are to be provided with an adequate floor covering (e.g. carpet, parquet, PVC) by exhibitors. The name and address of the stand holder are to be clearly

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(Continued)

indicated on the stand for the full duration of the event. The exhibitor agrees to erect a 2.50 m high own stand partition on all closed sides of the stand space. If the exhibitor does not use his own stand partition or a rental stand, own stand partition walls are to be ordered from the ServicePartners. Stand partition walls are available for rental in plastic-coated finish.

Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper. After the exhibition, wallpaper or other finishing material must be removed by the exhibitors, otherwise exhibitors will be charged with the costs. If a rental exhibition stand is not used, a fascia (0.30 m high) must be fitted on all open sides of the stand space. The fascia can be omitted if the necessary stand quality is assured in some other way.

Stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any other way.

The exhibitor is responsible for any damage and will be charged with the cost of repair. Any pillars, installations and fire-fighting equipment located within the stand are part of the allotted stand space and must be accessible at all times.

Floor coverings in the stands are only to be fixed with double-sided adhesive tape (following tapes are to be used: tesafix no. 4964).

If the remains of other adhesive tapes must be removed from the hall floor after the end of dismantling, the cleaning costs will be charged to the exhibitor. The same applies to the remains of carpets etc.

13. Exhibitor passes

Each exhibitor will be given free passes according to stand size for his exhibition stand and operating personnel. 3 passes will be issued for up to 10 m² stand space, plus 1 pass for each further 10 m². These tickets are valid during duration and also during assembling and dismantling time. Any additional exhibitor passes needed can be purchased for entitled persons at a price of EUR 40 each including VAT at the statutory rate.

14. Marketing services for exhibitors (= direct exhibitors)

The organizer provides each exhibitor with marketing services containing the following services:

• Naming of the exhibitor (basic entry) in the online media of FACHPACK:

- **Company profile** incl. company description, company logo, contact information; stand number
- **Link** to the exhibitor's website and Social Media Channels. The exhibitor connects a return link.
- Entry in the **exhibitor list** on the website
- Presentation of **5 products or services**
- Unlimited assignment to product groups (list of products)
- Unlimited assignment in industries and product characteristics
- Possibility of marking products or services as **new products**
- Entry of company name and stand number in the online **floor plans**

• Naming of the exhibitor in the FACHPACK print media:

- Entry of exhibitor's company name and stand number in the **exhibitor list** of the exhibition guide. Changes in the entry for the exhibition guide are possible until 31 July 2024.
- Entry in the hall plan of the **exhibition guide** with stand number

• Invitation management

- Free and **unlimited voucher codes** for visitor invitation.
- Provision of e-mail templates and sample cover letters
- Voucher monitoring incl. reporting
- **Advertising material for visitors** free of charge on demand

• Further services

- Display of the exhibitor's press releases in the press center and per upload online
- Social media and **online banner** with exhibitor's stand number
- **1 lead-tracking APP** per exhibitor. If needed, additional lead-tracking APPs can be booked in the online Exhibitor Shop.

The exhibitor agrees to purchase the marketing services at a price of EUR 1,179. This will be charged together with the stand rental. No reduction in price can be granted if only parts of the package are used.

The exhibitor is solely responsible for the information and materials – in particular image materials – provided by him within the scope of the Marketing Services.

He shall indemnify the organizer against all claims by third parties asserted in relation to the materials sent.

15. Co-exhibitors

Co-exhibitors are companies who appear on the exhibitor's (= direct exhibitor's) stand and present their own products with their own personnel. Their independence must also be recognizable without physical separation.

Co-exhibitors are only admissible if they fulfill the conditions for participation in the event and the information requested on the application is to be effected online by accurately completing and sending the online form and if need be additional confirmation of a link received by e-mail.

16. Participation fee and marketing services for co-exhibitors

The organizer provides each co-exhibitor with marketing services.

With regard to the specific services provided, reference is made to item 14 of these Special Conditions for Participation in FACHPACK 2024.

The exhibitor agrees to pay a participation fee and to purchase the marketing services at a total price of EUR 1,500 for each co-exhibitor registered by him. This will be charged together with the stand rental or at a later date.

No reduction in price can be granted if only parts of the package are used.

For cancellations of the co-exhibitor after receipt of the confirmation of participation item 7 of the General Conditions for Participation in Fairs and Exhibitions applies.

17. Data transfer for expert forum

The organizer points out that the contact data provided by the participant during registration (company name, title, surname, first name, company, street, postal code, city, e-mail, industry information, if applicable, and other information provided by the participant) will be transmitted to exhibitors or other providers who give presentations within an expert forum if the participant participates in so-called lead tracking. This happens regardless of whether the exhibitor or other provider is from Germany, the EU or other third countries. Participation in lead tracking occurs when the registered participant attends an expert forum of an exhibitor or NürnbergMesse GmbH on site and allows the barcode on his ticket to be scanned. Participation in lead tracking is voluntary and does not take place without the participants' further cooperation. The transmission of the data serves to establish contact, e.g. for promotional purposes of the exhibitor or other provider.

18. Exhibitor evening

Participation in the exhibitor evening is included in the booking as per item 7.

19. Exhibition priority

An application for exhibition priority for this event has been submitted to the Federal Ministry of Justice. The priority certificate protects certain patent rights until submission of an application to a patent office in Germany or abroad.

20. Hygiene concept, no right of rescission when entry restrictions are tightened

- All event participants must fulfil the relevant requirements of the valid hygiene concept for the event. NürnbergMesse determines the content of the hygiene concept at its reasonable discretion with due regard to the statutory and regulatory requirements and the interests of the event participants. The hygiene concept may be changed depending on the interests of the event participants and the statutory/regulatory requirements. The currently applicable statutory/regulatory requirements, the currently valid framework hygiene concept for trade fairs and exhibitions, and information on the individual hygiene concept for the specific event can be found on the event website.
- Entry restrictions, i.e., the conditions under which persons may participate in the event (e.g., only persons who have been vaccinated or have recovered from the virus or have been tested), are based on the regulatory and statutory requirements in effect at the time of the event. Even if these entry restrictions change after the registration of the exhibitor, and particularly if they are tightened, the exhibitor will not be entitled to rescind the contract and will not be released from the obligation to pay the stand rent and fees for services. The cancellation option according to items 7 and 9 of the General Terms and Conditions of Participation in Trade Fairs and Exhibitions remains unaffected.

21. Exhibitor claims, written form, place of fulfillment, jurisdiction

All exhibitor claims against the organizer must be made in text form (§ 126b BGB). The statutory period of limitation begins on the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in text form (§ 126b BGB).

German law and the German text shall prevail.

Place of fulfillment and jurisdiction is Nürnberg. However, the organizer reserves the right to bring his claims before the court of the place at which the exhibitor has his place of business.