

Special Conditions for Participation in the Special Show International Newcomers & Start-ups at BIOFACH 2024

1. Venue, duration, opening hours

Venue: Exhibition Center Nuremberg
Duration: Tue 13 – Fri 16 February 2024
Opening hours: Tue 13 – Thu 15 February 2024 9:00 – 18:00 daily
Fri 16 February 2024 9:00 – 17:00

2. Organizer

NürnbergMesse GmbH
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www.biofach.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

3. Contractual terms

The terms for participation in the special show International Newcomers & Start-ups at BIOFACH 2024 are the Special Conditions for Participation in the Special Show International Newcomers & Start-ups at BIOFACH 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, as well as the licence conditions and terms of use for talque of Real Life Interaction GmbH, as every exhibitor also receives a basic entry on the digital platform. If the licence conditions and terms of use for talque of Real Life Interactions GmbH and the Special Conditions for Participation in the Special Show International Newcomers & Start-ups at BIOFACH 2024 contradict one another, the latter shall take precedence.

4. Application

The application must be submitted no later than 15. December 2023 using the online application forms issued by NürnbergMesse on www.biofach.com. The processing of your application can only begin once all the necessary documents have been submitted.

5. Admission criteria for exhibitors and products

Companies from the organic sector, not older than 10 years and with less than 20 employees are eligible. The submission of the application only constitutes an application for admission. BIOFACH has its own separate admission criteria for products and services. Information about these criteria is obtainable on www.biofach.de/admission-criteria. The project management reserves the right to reject products submitted or exhibitors in individual cases. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted. Compliance with statutory requirements is the sole responsibility of the exhibitor.

By submitting a registration, the exhibitor agrees to comply with these criteria. The exhibitor is responsible for ensuring that all products and services the exhibitor presents at BIOFACH will comply with the admission criteria.

Moreover, the exhibitor's products must be mainly intended for visitors to BIOFACH and not for exhibiting companies!

6. Conclusion of contract

A binding order for stand space is made by the exhibitor submitting the completed online application form. If the organizer has sent the exhibitor a suggested stand position and this is confirmed by the exhibitor, the rental contract between the exhibitor and the organizer will be concluded on confirmation of the stand space by the organizer. If the organizer has not sent the exhibitor a suggested stand position or the position suggested by the organizer is not confirmed by the exhibitor, the rental contract will be concluded according to the stand space confirmation, unless the exhibitor objects in writing within 2 weeks after receipt of the confirmation of stand space.

The exhibitor agrees to pay a processing fee of EUR 400 if the order for stand space is cancelled prior to receipt of the stand confirmation.

Cancellation after receipt of the stand space confirmation (= admission) is governed by item 7 of the General Conditions for Participation in Fairs and Exhibitions. The admission of companies is at the discretion of the organizer. All exhibits are to be listed in full in the application. Failure to complete application for admission or the provision of false information entitles the organizer to cancel the admission and stand space confirmation in accordance with item 8 of the General Conditions for Participation in Fairs and Exhibitions. Should it transpire before or during the exhibition that these declarations are incorrect, the articles concerned may be removed from the stand or the complete stand closed if the majority of the products are not admissible. Such action shall not affect the exhibitor's obligation to pay invoices.

7. Participation price

All-round carefree package for the participation price of EUR 2.490. The following services are contained in the all-round carefree package:

- Stand space (approx. 4 m²)
- AUMA fee
- Marketing services (Please see item 13 for details)
- Stand assembly
- Waste disposal service, cleaning
- Communal storage facility

The rent also includes:

- Renting out the stand during assembly, duration and dismantling.
- General surveillance of the exhibition halls. General lighting for the exhibition halls. General cleaning of the aisles

8. Payment conditions

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 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 issue of an invoice to an invoice addressee who is not the contractual partner or recipient of the service is only admissible if the invoice clearly, explicitly and verifiably indicates who the actual recipient of the service is and that the invoice addressee is only the postal address of the invoice.

For this reason, NürnbergMesse has issued the invoice c/o the invoice addressee you have stated, cf. Section 14.5 Para. 3 p. 1 ff. of the German VAT Implementation Decree (UStAE).

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 email (electronic billing). If the exhibitor does not wish to use electronic billing, he or she can object in writing or in text form.

9. 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.

10. Assembly and dismantling, passes

Assembly:	Mon 12 February 2024	7:00 – 19:00
Dismantling:	Fri 16 February 2024	17:00 – 24:00

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

The construction of exhibition stands must be completed by Monday,

12 February 2024 at 19:00 o'clock, so as not to jeopardize the operation of the event. Costs incurred will be charged to the exhibitor.

Dismantling is not permitted before 17:00 of the last exhibition day.

Please see item 15 of the Special Conditions for Participation in the Special Show International Newcomers & Start-ups at BIOFACH 2024.

11. Stand design

The hall walls are **not** to be used. **The overriding principle for the design of all exhibition stands is transparency.**

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. All other 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 way.

The exhibitor is liable for damage done and will be charged with the costs.

Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times.

The exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by the organizer or the neighboring exhibitors affected.

Please note also the stand assembly instructions at www.biofach.de.

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(Continued)

12. Exhibitor passes

Each exhibitor of the special show International Newcomers & Start-ups will be given 3 passes. These tickets are valid during duration of the fair and also during assembling and dismantling time. Any additional exhibitor passes needed can be purchased for entitled persons at a price of EUR 51.

Exhibitor passes must be personalized and are only to be issued to personnel working on the exhibitor's stand.

13. Marketing services for direct exhibitors

The organizer provides the following services for each exhibitor, provided all the necessary documents are received in full by NürnbergMesse by not later than 01. December 2023.

- Display of exhibitor's **press information** in the press center.
- **Voucher codes** (electronic admission vouchers – only online redeemable). The exhibitor is only billed for voucher codes actually exchanged for tickets by visitors.

- **Online banner** with exhibitor's stand number
- Access to the BIOFACH/VIVANESS Congress

It is strictly forbidden to sell admission vouchers to third parties.

Admission vouchers are only to be issued to trade visitors free of charge. Only valid in conjunction with proof of eligibility as trade visitor.

Also included is a presence on the digital event platform for each exhibitor. This presence is visible **circa half a year round** – including after the exhibition – and includes the following services:

- Presentation of company information within the exhibitor profile on the event platform, including stand number, teaser picture, company logo and links to the exhibitor's website as well as to company's social media channels.
- Integration of one pdf document into the exhibitor profile
- Assignment of employees to your company profile as contact persons. The amount of possible assignments depends is equivalent to the amount of exhibitor passes available as per item 12 of the Special Conditions for Participation in the special show International Newcomers & Start-ups at BIOFACH 2024.

- Unlimited choices in the product group directory
- Access to functions for chat and communication on the platform
- Access to the digital matchmaking including the possibility to arrange on site meetings
- Access to selected congress sessions – live and on demand
- Access to exhibitor presentations of all exhibitors
- Display of essential company information on the exhibition website
- Display of exhibitors in the online floor plan (only for direct exhibitors)
- Possibility of autonomous and continuous updating of the exhibitor profile.

Marketing services for direct exhibitors are included in the participation price.

No reduction in price can be granted if only parts of the package are used, in particular if the exhibitor does not meet our deadlines NürnbergMesse and its employees and agents are only liable for accidental omissions, printing errors, faulty workmanship of any kind, etc. in exhibition directories (such as Exhibition Guide, Internet entry, etc.) if such defects can be proved to have been caused by intent or gross negligence.

The exhibitor is solely responsible for the information and other materials provided by him as well as for his exhibitor profile on the digital platform, in particular images. He shall indemnify the organizer against all claims by third parties asserted in relation to the materials sent.

14. 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.

15. Rules and regulations

• The products must be intended for resellers, direct sales at the exhibition are prohibited. Exhibitors are also prohibited from presenting, advertising, serving and giving away unauthorized or non-compliant products, especially conventional food. This includes the servicing of visitors. In case of non-compliance, NürnbergMesse reserves the right to close the concerned stand, as well as exclude the exhibitor from participating in follow-up/subsequent events. Compliance with statutory requirements is the sole responsibility of the exhibitor.

• No stand is to be completely or partly cleared before the end of the exhibition, i.e. your staff and products must still be on the stand.

In the event of contravention, NürnbergMesse will charge the exhibitor concerned a fee of EUR 1,200, for failure to comply with regulations/provisions and reserves the right not to admit the exhibitor to the next event. The direct exhibitor is liable for any co-exhibitors it has. The fee will be charged per co-exhibitor.

- The serving of food and drinks for immediate consumption on payment requires special approval.
- Only reusable crockery or compostable crockery can be used.
- The taking of animals to the exhibition centre is not permitted.
- NürnbergMesse reserves the right to **direct flows of visitors** or, if necessary, to route visitors partly under compulsion. Even after the announcement of possible measures for this purpose, NürnbergMesse is still entitled to change these as short notice at its own discretion and without consulting the exhibitors affected.
- The exhibitor must take care of the delivery of all goods and materials needed for the exhibition appearance. Packages addressed to the organizer for participation in the event will therefore not be accepted.

16. Data protection notice

In addition to items 23 and 24 of the General Conditions of Participation for Trade Fairs and Exhibitions, which also apply accordingly to start-ups, it is pointed out that the personal data stated there is also shared with our entrusted technical service provider Real Life Interaction GmbH, without whom the technical implementation of the digital event would not be possible.

17. 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.