

Special Conditions for Participation in the Special Shows at BIOFACH 2025

1. Venue, duration, opening hours

Venue: Exhibition Center Nuremberg
Duration: Tue 11 – Fri 14 February 2025
Opening hours: Tue 11 – Thu 13 February 2025 9:00–18:00 daily
Fri 14 February 2025 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 shows at BIOFACH 2025 are the Special Conditions for Participation in the Special Shows at BIOFACH 2025 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.

If the digital event platform talque is used for the Trade Fair BIOFACH 2025, the licence terms and conditions of use for talque of Real Life Interaction GmbH shall also be part of the contractual basis. In this case, every exhibitor will receive a basic entry on the digital event 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 Shows at BIOFACH 2025 contradict one another, the latter shall take precedence.

4. Application

The application must be received by no later than 13. December 2024 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.

The available spaces are limited. If they have already been taken before the stated date, the organizer reserves the right to set an earlier registration deadline.

For registrations after the date stated as the registration deadline, the organizer reserves the right to increase the participation price by 10%. Furthermore, stand space cannot be guaranteed.

5. Admission criteria for exhibitors and products

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!

5.1 International Newcomers & Start-ups

Companies from the organic or ecological sector with headquarters outside of Germany, not older than 10 years and with less than 50 employees are eligible to participate.

5.2 Initiatives & NGOs

Civil society organisations and associations that get involved in social and environmental policy and do not aim to generate profit are eligible to participate.

5.3 Alternative Packaging Solutions

Companies that offer innovative and alternative packaging solutions are eligible to participate.

5.4 Organic Out of Home

Companies, associations and organisations with special offers or links to the out-of-home market are eligible to participate.

6. Conclusion of contract

A binding order for stand space is made by the exhibitor returning 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.

If the exhibitor cancels the order for stand space before receipt of the stand space confirmation or objects to the stand space confirmation in accordance with the above-mentioned terms and conditions, it shall be obligated to pay a processing fee of EUR 500 in every case.

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. Included services and participation fee

Included are the following services:

- Stand space
 - AUMA fee
 - Marketing services
(Please see item 13 for details)
 - Stand assembly
 - Waste disposal service, cleaning
 - Communal storage facility
 - Communal meeting area
 - General surveillance of the exhibition halls
- The packages for the different special shows may include additional services. You can find these in the respective information sheets.

7.1 International Newcomers & Start-ups:

1st participation: EUR 2,590
2nd participation: EUR 2,790
3rd participation: EUR 2,990
Participation is possible up to 3 times.

7.2 Initiatives & NGOs

EUR 990

7.3 Alternative Packaging Solutions

Package 1: EUR 6,050
Package 2: EUR 2,500
The prices mentioned apply to companies that have already participated in the pavilion of the same name at FACHPACK. Otherwise the price increases by EUR 100.

7.4 Organic Out of Home

EUR 2,690

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 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 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 applies when an additional expense is incurred by the event organizer for entering invoices and/or relevant information, data, and documents into the accounting systems or portals of the exhibitor.

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.

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(Continued)

10. Assembly and dismantling, passes

Assembly:	Sat 8 February 2025	7:00–24:00
	Sun 9 February 2025	7:00–24:00
	Mon 10 February 2025	7:00–19:00

The construction of exhibition stands must be completed by Monday, 10 February 2025 at 19:00 clock, so as not to jeopardize the operation of the event. Costs incurred will be charged to the exhibitor.

Dismantling:	Fri 14 February 2025	17:00–24:00
	Sat 15 February 2025	7:00–22:00
	Sun 16 February 2025	7:00–19:00

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

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 Shows at BIOFACH 2025.

11. Stand design

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.

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

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.com.

12. Exhibitor passes

Each exhibitor of the special shows will be given 3 free passes. 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 58.

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 27. September 2024.

- Display of exhibitor's **press information** in the press center.
- Entry of exhibitor's company name and stand number in the **Exhibition Guide** (issued free to all visitors)
- **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 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.

The organizer shall provide to each exhibitor a digital company profile with the following services:

- Presentation of basic company information (name, address, contact data) in the company profile and other additionally individualised information (e.g. logo, description of the company, publication of a PDF document)
- Unlimited choices in the product group directory
- Display of exhibitors in the online floor plan (only for direct exhibitors)
- Possibility of autonomous and continuous updating of the exhibitor profile
- The company profile will remain online for up to six months after the event

The exhibitor is solely responsible for the information and other materials, particularly including photographic materials, provided by it. It shall indemnify the organizer against all third-party claims asserted in connection with the provided materials.

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, online profile, etc.) if such defects can be proved to have been caused by intent or gross negligence.

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.**

• The exhibition ends at 5:00 p.m. on the last day of the trade fair. Each exhibitor undertakes

– to staff its stand space with stand personnel

– not to begin disassembly of the exhibition stand until this time.

The organizer shall punish each contravention by charging the exhibitor a contractual penalty. The contractual penalty is EUR 1,200. In addition, the organizer reserves the right to exclude the exhibitor from participating in future BIOFACH events. The direct exhibitor is liable for any co-exhibitor 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

If the digital event platform talque is used for the Trade Fair BIOFACH 2025, it is noted in addition to items 23 and 24 of the General Conditions of Participation for Trade Fairs and Exhibitions that the personal data mentioned therein will also be forwarded to the service provider Real Life Interaction GmbH, which is entrusted with the technical implementation of the digital event platform talque, to the extent that this is necessary to carry out the event.

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.