

Exhibition Conditions

id infotage dental 2023 in Frankfurt/Main

LDF GmbH

The following exhibition conditions are the contractual basis for a participation of an Exhibitor (hereinafter called Exhibitor) in the 2003 id infotage dental in Frankfurt/Main, organised by the LDF GmbH (hereinafter called Organiser). Other parts of this agreement are the registration, the house rules as well as the Technical Regulations of the exhibition company which can be referred to by the Exhibitor prior to the beginning of the event in the Internet at www.infotage-dental.de.

1 Registration

1.1 The Exhibitor's application for an admission to the trade fair mentioned in the registration forms is by an electronic transmission (by e-mail) of the entirely completed and legally binding signed online registration form (F1 to F5) to the Organiser. By the transmission of the completed and signed registration form, the Exhibitor agrees legally bindingly with the exhibition conditions of the Organiser. The Exhibitor is considered admitted to the event (reception) on a feedback by the organisation (reception) as bindingly admitted.

1.2 At their stand the exhibitors may only show exhibits which are from themselves, from co-exhibitors or represented companies. They shall be specified during the registration in the event nomenclature (F5) . This information is needed for providing trade-fair visitors with information about the exhibitors and the product range. Exhibits which are not expressly mentioned in the registration or violate the rights of third parties shall be removed from the exhibition stand on the trade-fair management's request.

1.3 The admission of one or several co-exhibitors and additionally represented companies as subtenants is only possible in exceptional cases, entitling the Organiser to request a special fee (see 2.1). However, the admitted main Exhibitor shall be liable for the compliance with the obligations incumbent on the Exhibitor by the co-Exhibitor(s) and the additionally represented companies.

1.4 Space requests mentioned in the registration will be, if possible, considered by the Organiser but shall not be binding for the Organiser. A request for the exclusion of competitors is generally not allowed.

1.5 If an applicant is admitted on the basis of the evidence of a dental reference, they will receive an informal participation confirmation by e-mail. Upon transmission of this confirmation, the agreement for a participation in the trade fair between the Exhibitor and the Organiser will become effective. Only the entirely completed registrations by exhibitors can be admitted.

2 Co-exhibitors

2.1 Co-exhibitors are companies represented with an offer of their own at the stand of the main Exhibitor. Co-exhibitors shall be registered via an evidence of the dental reference through the grouping in the event nomenclature (F5). The Organiser will then decide on the admission of a co-Exhibitor on the basis of the procedure mentioned in 1. The registration fee for co-exhibitors is € 250.00 and shall be paid by the main Exhibitor. Other co-exhibitors may be registered without any expenses.

2.2 The main Exhibitor shall not sublet the leased stand space without the previous consent of the Organiser (in text form) and shall not let it wholly or partially to another third party.

3 Stand space

3.1 The specified stand space is an approximate piece of information. Only complete square metres may be leased; and every squaremetre or part thereof will be rounded to the next full square metre. There will be no deduction for girders and columns.

3.2 A two-storey stand structure is subject to an approval and to costs. If the Exhibitor fails to comply with the stand space limit and occupies aisle or other spaces in excess of the allocated space, the Organiser may retain services

ordered by the Exhibitor and possible co-exhibitors or interrupt them and have the corresponding space vacated at the Exhibitor's costs.

4 Terms of payment and deadlines

4.1 The invoice of the space rent and the marketing package (10) will be sent to the Exhibitor prior to the beginning of the event electronically (by e-mail) by the Organiser.

4.2 The term of payment is two weeks after the reception of the invoice and without any deduction. If a payment is not made on time, the Organiser may exclude the Exhibitor and possible co-exhibitors from the use of the stand space until the complete payment of the invoice, retaining the supply of services (e.g. power supply).

4.3 All prices are understood plus the particular value-added tax as far as it is legally required.

4.4 A handling fee amounting to € 50.00 plus turnover tax will be billed for subsequent address changes of the main Exhibitor, co-exhibitors and represented companies.

4.5 The Exhibitor and co-Exhibitor shall be liable towards the Organiser jointly and severally for the duties resulting from this trade-fair participation agreement and the ordering of services.

5 Technical regulations, stand structure, removal and ancillary services

5.1 The technical regulations of the trade-fair company shall be a part of the agreement as well. They will be provided for the Exhibitor together with the registration documents at the www.infotage-dental.de website in the area of a registration for a download.

5.2 The Organiser will send the Exhibitor "Exhibitor information" including the deadlines for the installation and removal including forms for ordering ancillary services such as electricity, water, parking permits, etc. which are separately to be paid by the Exhibitor.

5.3 Installation

5.3.1 The deadlines and times provided in the "Exhibitor Information" shall be applicable.

5.3.2 The stand installation shall be completed by the end of the installation time specified in the Exhibitor information. The Organiser expressly reserves the right to otherwise dispose of stands which have not been occupied and installed by this time unless the delay can be referred to a circumstance which the Organiser is responsible for. The involved Exhibitor who is in default of acceptance may not lodge any claims from this no matter what the type may be - neither a reimbursement of the rent towards the Organiser unless the Organiser violated their duties and is not responsible for them. If the above-mentioned exceptions at the Organiser's expenses do not exist, the Organiser may elect to bill the Exhibitor for a contractual penalty of € 5,500.00 for non-appearance. The Exhibitor may then provide evidence that there was no or negligible damage for the Organiser.

5.3.3 Only finishing work may be done during the morning of the first day of the event. All work shall have been done within one hour prior to the start of the trade fair at the latest. In case of non-compliances, the Organiser may bill the Exhibitor € 1,000.00 for a penalty.

5.3.4 Exhibitor is solely responsible for the design and safety of the stand according to the specifications of the general regulations and the technical provisions. The Exhibitor shall be responsible for possible damage caused by non-compliance.

5.3.5 Material shall not be stuck to and/or covering the ceiling and wall elements, exposed concrete surfaces, wood and glass surfaces, columns or other hall elements in the premises of the trade fair. Exceptions are only allowed with an explicit previous written consent by the Organiser. A claim for granting a consent cannot be made.

5.4 Stand installation

5.4.1 The Exhibitor shall order stand partition walls on all stand sides to neighbouring spaces or keep distance by an opaque partition wall system with a minimum height of 2.50 m when using prefabricated / system stands or individual construction. In cases of non-compliance, the Organiser may elect to bill exhibitors for a penalty amounting to € 2,500.00.

5.4.2 The Exhibitor shall be responsible for the stand equipment. A corresponding stand design which is appropriate for the event is expected.

5.4.3 The Organiser may warn of a stand and/or stand installation not complying with the above-mentioned conditions. If existing defects are not eliminated immediately or a removal is not possible, the Organiser may bill Exhibitor for a penalty amounting to € 2,500.00. If the stand does not comply with the above-mentioned specifications and visitors are endangered by them, the Organiser may close the stand as long as the Exhibitor fails to comply with the specifications and/or eliminate the danger immediately.

5.4.4 The standard installation height is 2.50 m. Wall structures up to a height of 4.00 m are possible if the Exhibitor refrains from applying advertisements to the visible part of the rear wall(s) to the neighbouring stand in a design that is visually appropriate. The Organiser may object to violations which have to be eliminated immediately by the exhibitors. If the violations are not eliminated immediately, the Organiser may elect to bill Exhibitor for a penalty amounting to € 2,500.00. Stand heights of more than 4.00 m are subject to an approval in each case and have to be reviewed and accepted by a structural engineer of the trade-fair company in any case subject to the costs.

5.4.5 Every Exhibitor shall provide a suitable flooring for their stand space. In case of non-compliance, the Organiser may bill the Exhibitor for a penalty amounting to € 2,500.00.

5.5 Removal

5.5.1 A special mention is made of compliance with the deadlines specified in the "Exhibitor Information".

5.5.2 The stands shall not be removed from the halls before the last trade-fair day after the end of the event. The Organiser may bill Exhibitor for a penalty of € 5,500.00 in the case of an earlier removal.

5.5.3 Exhibitor shall clear the stand space not later than at the end of the removal as specified in the Exhibitor information.

5.5.4 Stand construction material and exhibition goods may only remain at the stands by the end of the official removal time and have to be removed completely by the end of dismantling. Material which is then still in the stand space will be disposed of and stored at the Exhibitor's expense.

5.6 Disposal

Exhibitor shall be responsible for the cleaning and waste disposal from their trade-fair stand. They shall be obliged and responsible for the homogeneous separation of the occurring waste according to recyclable and residual materials. On the evening of removal day, all waste must be removed from the halls or must be provided for a disposal in the specified containers of the trade-fair company. During the installation and removal time waste shall not be stored in the aisles. Waste which nevertheless is left in the aisles will be disposed of subject to costs at increased fees.

5.7 Ancillary services

Orders for services such as power, water, compressed-air and telephone connections can only be placed with trade-fair companies and/or their service providers. The corresponding order forms will be provided for the Exhibitor prior to the fair.

6. Exhibitor's duties

6.1 Liability insurance

Exhibitor shall arrange an appropriate (in particular a sufficiently sized) liability insurance. Exhibitor shall furnish evidence of that for the Organiser.

6.2 Statutory obligation to operate

There is a statutory obligation to operate, i.e. the trade-fair stands must properly be occupied with exhibits for the entire duration of the event on the defined opening hours and shall be operated by competent personnel. Non-compliance with the statutory obligation to operate entitles the Organiser to bill the Exhibitor for a contractual penalty amounting to € 5,500.00.

6.3 Range of goods

6.3.1 Exhibitors shall only exhibit and promote assortment goods, services and own brands offered by them. The exhibition and offering of other goods is prohibited.

6.3.2 Exhibitors assigned to the dental trade may exhibit one product per product group (e.g. "01.01.01 Treatment units" or "01.05.03 Microscopes") from the id infotage dental event nomenclature if it serves for the demonstration of a workflow. This restriction is not applicable to own brands.

7 Advertising

7.1 Advertising statements

All information on the offered goods, in particular regarding the quality, performance, quantity, price, ancillary costs, repair and replacement possibilities as well as customer services must be appropriate and complete.

7.2 Advertising measures

7.2.1 The distribution of flyers/brochures in the aisles and/or the trade-fair hall must be applied for in text form with the Organiser and must be approved by them. This service is free of costs.

7.2.2 The use of "walking acts" or guerrilla marketing measures must be applied for in advance in text form with the Organiser and must be approved by them. This service is subject to costs.

7.2.3 Exhibitors shall not use the id infotage dental for hiring personnel.

7.2.4 In general, promotion material shall not be distributed in the entrance areas as well as adjacent to competitors.

7.2.5 The display and/or attachment of flyers away from the Exhibitor's own stand, e.g. in special spaces, is prohibited.

7.3 Non-compliance with the obligations mentioned in Section 7.2 entitle the Organiser to bill the Exhibitor for a contractual penalty amounting to € 1,000.00.

8 Prohibition of direct selling

8.1 Direct selling and a public pricing of the exhibits is not allowed. Exhibitor shall refrain from cash and cash register sales during the event.

8.2 Non-compliance entitles the Organiser to bill the Exhibitor for a contractual penalty amounting to € 5,500.00. Furthermore, the Organiser may close the stand.

9. Withdrawal / dismissal from the agreement / extraordinary termination

9.1 The withdrawal from the trade-fair participation agreement by Exhibitor shall be excluded unless the agreement was grossly negligently or wilfully violated or the requirements of §§ 323, 324 or 326 BGB (German Civil Code) are applicable.

9.2 If the Exhibitor declares their withdrawal from the trade-fair participation agreement and the requirements of 9.1 do not exist, the Organiser will (as an exception) agree with the termination of the trade fair participation agreement exclusively on the condition that the Exhibitor commits to pay the renting amount and the costs Organiser and their vicarious agents incurred by this time. The Exhibitor may then provide evidence that there was no or negligible damage for the Organiser.

9.3 The renting amount to be paid according to 9.2 shall be reduced by 75% (in case of partial re-letting only on a pro rata basis) if the Organiser succeeds in re-letting the stand space. The Exhibitor may then furnish evidence that there was no or negligible damage for the Organiser. However, reletting does not exist if – for visual reasons – the space not used by the withdrawing Exhibitor is allocated to another Exhibitor and the Organiser cannot generate income from that or the allocated stand space (even in case of a measurement) is leased therewith but the space available for the entire exhibition cannot be leased completely. In any case the Exhibitor shall provide evidence that the Organiser did not suffer any damage or the damage was low.

9.4 The exceptional termination of the trade-fair participation agreement to 9.2 requires strictly that the Exhibitor provides an appropriate written application for the Organiser. The Organiser will provide a written notification after a review.

9.5 The Organiser may terminate an agreement without notice if Exhibitor fails to comply with obligations from the exhibition conditions or its supplementary provisions after a non-compliance with a defined subsequent date. The same shall be applicable if Exhibitor cease to make payments or legal insolvency proceedings are instituted with respect to their assets or the Exhibitor's company is in liquidation. If the facts the Organiser uses for supporting the termination come to their knowledge prior to invoicing, the Organiser may claim damages amounting to 10 % from the specified due date or the 25 % of the costs agreed according to the trade fair participation agreement. Exhibitor may then furnish evidence that the Organiser did not suffer any or a lower damage.

10. Marketing package for exhibitors

The lump sum of the BASIS marketing package amounts to € 400.00 and is included in every registration.

10.1 Marketing package - BASIS

The calculation of the costs for the BASIS communication package is made together with the space lease (4.1).

The BASIS marketing package includes the following services:

Online:

- Entry into the list of exhibitors on the id infotage dental website with the following data:
 - Company name, stand number, postcode and city, link to Exhibitor website
- Online banners for the own website in different formats
- E-Mail - Footer
- Exclusive social media post (logo supplied by Exhibitor by the editorial deadline)
- Digital visitor invitation

Print:

- Invitations for visitors
- Letter stickers
- Entry in the alphabetical list of exhibitors in the Pocket Guide, which is distributed at the fair, with company name and stand number

10.1.2 The digital basic promotion materials are available to exhibitors online for a download.

10.1.3 The print promotional material can be ordered once from the Organiser, using the order form. Orders must have been received not later than 2 months prior to the beginning of the fair. Orders received after this deadline will no longer be considered. Subsequent orders of print promotional material are not possible.

10.1.4 Exhibitor shall submit the logo for the exclusive social media post by the editorial deadline. In case of delays, the order of the social media post will no longer be possible.

10.2 PREMIUM marketing materials

The PREMIUM marketing materials are subject to costs and may be ordered by a form provided by the Organiser. The order deadline is 2 months prior to the beginning of the event.

10.2.1 The following services may additionally be booked for a fee:

Online:

- a) Access to the Exhibitor Service Center (ESC) incl. vouchers for visitors, tracking option € 50.00
- b) Exclusive social media post with a product presentation (product photo + text to be delivered by Exhibitor by editorial deadline) € 100.00
- c) Exclusive social media post with the presentation of trade fair promotion(s) (graphics + text to be delivered by Exhibitor by editorial deadline) € 100.00

Print:

- d) Exclusive logo entry in the hall plan in the Pocket Guide (logo to be delivered by exhibitors by the editorial deadline) € 100.00
- e) Exclusive product presentation in the Pocket Guide (product photo + text to be delivered by the Exhibitor by editorial deadline) € 200.00
- f) Exclusive presentation of trade fair promotion(s) in the Pocket Guide (graphics + text to be delivered by the Exhibitor by editorial deadline) € 200.00

10.2.2 Exhibitor shall submit the required documents for the provision of the additional services prior to the editorial deadline.

10.3 Marketing Package **BASIS** Co-exhibitors

The costs for the services mentioned in 10.1 are provided with the application fee for co-exhibitors (2.1).

10.4 A processing fee of € 50. 00 plus VAT will be charged for subsequent changes to the data required to perform the services listed in 10.1.

11. Other provisions

11.1 Disclaimer

The Exhibitor is recommended to arrange a sufficiently dimensioned transport and exhibition insurance for the trade-fair stand and the exhibits. The Organiser will not accept any duty of care for the exhibits and the stand equipment and will not be liable for any damage to them, except in case of wilfulness or gross negligence, as well as for their vicarious agents. This disclaimer shall also be applicable if the stand equipment or the exhibits are held in safe custody by the Organiser in exercising the lessor's lien. Due to the special custody measures of the Organiser the disclaimer is not subject to any restrictions. Furthermore, the Organiser rules out a liability for disadvantages and damage due to erroneous information during the space allocation, the stand installation or the stand design permit, entry in the online Exhibitor list as well as the immediately complained changes in stand size or other erroneous services unless the Organiser is responsible because of wilful or grossly negligent conduct or such a conduct by their staff members.

11.2 Reservations of the Organiser

The Organiser may elect to relocate, shorten, close wholly or partially or cancel the trade fair for an important reason (e.g. industrial dispute, force majeure). Also, the Organiser may elect to refrain from performing the event(s) at their reasonable discretion and in consideration of the justified interests of the exhibitors if their economic workability does not appear to be sure. Due to the cancellation, the mutual service duties of the contractual partners shall be null and void. Claims for a reimbursement of already paid expenses or damages shall not be claimed from cancellation, shortening or closure. However, the Organiser will reimburse Exhibitor's payments already made for services provided at the time of the cancellation.

In case of a complete or partial relocation or a shortening, the agreement shall be regarded as concluded for the modified period, unless the Exhibitor objects in writing within a period of 2 weeks after a notification of the modification. The agreed prices will not be reduced. The provision of all services shall be provided within the scope of the existing capacities.

11.3 Exhibitor claims, written form, place of jurisdiction

All claims of the Exhibitor against the Organiser shall be lodged in writing. They shall become statute-barred within 12 months from the end of the year in which they arose. This will not be applicable to claims for damages due to the violation of essential contractual obligations, due to injury to life, body or health and for other claims for damages based on a grossly negligent or intentional breach of duty by the Organiser or a grossly negligent or intentional breach of duty by a legal representative or vicarious agent of the Organiser. Agreements deviating from these terms and conditions or their supplementing provisions shall require the written form. German legislation shall exclusively be applicable. The place of performance and jurisdiction shall be Cologne. The Organiser reserves the right to assert its claims before the court of the place where the Exhibitor is domiciled.

12 Contractual penalty

If the Exhibitor is an entrepreneur within the meaning of § 14 BGB (German Civil Code), the Organiser may claim a contractual penalty from the Exhibitor in the following cases:

12.1 In case of non-compliances with the provisions of 5.3 (5.3 Installation) and 5.5 (5.5 Removal) in the amount of € 500.00, unless there is a violation according to 5.3.2, 5.3.3 or 5.5.2 where the provision there is applicable.

12.2 In case of non-compliances with the provisions of 7.1 and 7.2 amounting to € 5,500.00,

13 Data protection

The data stated in the registration forms will be passed on to service providers of the Organiser for organising the trade fair. This disclosure does not serve any advertising purposes but only for the smooth provision of services such as the access to the webshop, for example.

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