

General Terms and Conditions for Exhibits, Sponsoring and Commercial Presentations at The EMBO Meeting

In this document the *Gesellschaft zur Förderung der Lebenswissenschaften Heidelberg GmbH* is referred to as the „organizer“.

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1. Registration / Contract

1.1 Registration

Registration for an exhibit booth or other forms of commercial presentations (i.e. Symposium, Workshop, Course etc) requires the respective written format. The registration form must be completed diligently and duly signed to be legally valid and acceptable. The registration is an irrevocable and legally binding instrument, obligating the applicant from beginning to end of the exhibit.

1.2 Supplementary or Exceptional Provisions

Upon signing, the applicant accepts and recognises the General Terms and Conditions as well as any supplementary provisions and is obligated to abide by said terms.

1.3 Confirmation of Participation / Invoicing

The written confirmation and subsequent invoicing by the organizer constitutes the sole document of acceptance and admittance to the exhibit and is issued exclusively to the applicant.

1.4 Contract

The contract becomes effective upon receipt of the confirmation and subsequent invoice by the organizer. Alterations and/or additional terms and provisions require the written confirmation by the organizer to become legally binding.

1.5 Contract Components

Mandatory contract components are

- a) the Registration Form
- b) the General Terms and Conditions
- c) the Supplementary or Exceptional Provisions

In the event of discrepancies the above referenced provisions apply.

1.6 Limitations

The organizer reserves the right to refuse participation to a single applicant for reasons of practicality. For example if the available exhibition space proves insufficient or may limit participation to certain representative business groups deemed imperative to the achievement of the intended purpose of the exhibit. The same provisions apply to exhibition objects, forms of presentation, symposia, workshops or courses, determined in advance not to be directly related to the objective and purpose of the entire event. The organizer has the right to reject and refuse presentation material and/or methods, found unsuitable to the event or to be intolerable to the visitors of the exhibit, even after admittance, at the responsibility and cost of the exhibitor or presenting agency. The organizer may, if warranted, order the removal or temporary storage of unauthorised exponents or forms of presentation. In the above mentioned cases, the affected parties forgo all rights to any type of claim against the organizer.

2. Exhibit Sharing / Booth Sharing

For reasons of liability it is **not** possible for two or more companies to share the same booth. All responsible personnel representing an organization at the booth must be employed or commissioned by a single company / institute.

3. Allocation of exhibition space and presentation locations

3.1 Important Note

Booth positions cannot be chosen by the exhibitor. The organizer allocates space as well as presentation locations primarily by the date the application form was received, the subject and intent of the respective exhibit, and according to availability of exhibition space and locations. Special requests will be given due consideration in line with the above criteria, however, these cannot be guaranteed.

3.2 Changes in dimensions or location

The organizer reserves the explicit right to change locations or dimensions of display space at short notice, even after initial confirmation, where necessary in order to achieve the event target. No compensation can be offered.

3.3 Exchange, Subletting

The rights and responsibilities extended to a company by virtue of the confirmation and invoice documentation are absolutely non-transferable and do not permit, even in part, any kind of subletting, exchange and sharing of space or locations to third parties.

3.4 Organization - Exhibition

Realisation of the booth design must not deviate in any way from the originally submitted and accepted plans and layouts. The respective minimum and maximum standards for booth construction are determined in the General Terms and conditions governing participation. Any deviations, however minimal are only permissible after prior consultation and written consent by the organizer. Booth construction must always be free standing and may not be attached to wall, pillars or floors.

3.5 Organization – Presentation location (Symposia, Workshop, Courses etc.)

The usage of allocated space and/or presentation locations is only possible within the framework and to the extent agreed upon in advance with the organizer.

3.6 Organization in general

Only 100% soluble adhesives may be used to secure temporary flooring / carpeting to pillars, walls and ledges, which are part of the allocated display area or conference rooms. The attachment of advertising materials, posters, any kind of directional signs, as well as gluing, painting, and wallpapering of building parts, ceilings, walls, pillars, floors or other integral parts of the display area is strictly forbidden. Changes to existing conditions, furnishings or inventory warrant the organizer's explicit written consent in advance.

Any cost arising from such changes (pre- & post-event) are the responsibility of the exhibitor. Reconstruction and renovation works of any kind may only be initiated on order of the organizer and its subagents.

Fire alarms, sprinkler systems, hydrants, electrical distributors, telephony equipment, emergency lighting, entrances and emergency exits must be left unobstructed and fully accessible. They may not be removed, obstructed, covered up or taken down.

The use of flammable liquids such as kerosene, heating oil, natural gas etc. for cooking, heating and fuelling purposes, the use of heating rods, as well as connecting portable heaters and cooking units which are not equipped with thermal overheating protection is strictly forbidden. The use of bottled gas usually requires a special permit. The local authority for health and safety is the governing body for directives on this issue. It is the exhibitor's own responsibility to gather the respective authorisation well in advance.

The use of laser equipment generally warrants the advanced coordination and permission of the organizer. Additionally, a permit from the local authority for health and safety in the workplace and a site inspection by a licensed inspector must be secured at the exhibitors own cost.

Authorised and qualified personnel may only use technical equipment at the venue. The exhibitor is held liable for all breaches and/or damages caused by himself, his employees as well as third parties employed by him at the venue.

Additional or supplementary provisions and services, changes and last-minute requests, not explicitly mentioned in the registration forms, always require the written consent of the organizer. It is the responsibility of the exhibitor to notify the organizer well in advance of any such changes or additions and the extent of possible work required as well as securing the appropriate permits.

The organizer is not responsible for surveying deadlines or securing legal assistance of any kind.

4. Exponents & Presentation materials

4.1 Removal, Exchange

The admissible exponents and/or presentation materials may only be removed from the exhibition site with mutual consent. An exchange may only be affected with the organizer's explicit permission an hour before and an hour after the daily operating hours.

4.2 Direct Sales

Any direct or onsite sales of goods is only allowed with prior written authorisation. Once this permission has been granted, all exponents designated for sale must be clearly marked and priced. Exhibitors and presenting companies must adhere to the guidelines provided by the local commercial and health & safety authorities and are responsible for the securing of any permits if warranted.

4.3 Commercial Legal Coverage

Exhibitors and presenting agency are responsible for necessary legal protection and copyright. A six-month protection / warranty for samples and product warranties from the beginning of the event is only necessary if the local legal authorities require this.

5. Payment Requirements

5.1 Payment Responsibility, VAT

The exhibitor or the presenting company is responsible for timely payment to the organizer of all applied and approved services at the established tariffs. This also applies to services by third parties which have been advanced by the organizer within the contractual framework and on behalf of the exhibitor or presenting agency.

All prices are net and might require the addition of the applicable VAT, depending on the country the exhibiting company is registered.

The VAT Registration Number of the Gesellschaft zur Förderung der Lebenswissenschaften Heidelberg GmbH is DE26447107.

5.2 Due Date – Maturity

Instalments or outstanding payments reflected on the application and confirmation / invoice, are due in full and without deduction on the applicable date, and payable either directly to the organizer or to a specific account initiated by the organizer for this purpose. The invoice number must always be cited for cross-reference.

Any supplementary provisions and services, especially if granted on site, will be invoiced immediately the event, having been double checked for their validity, and become due immediately without delay. In the event of delays or non-payment, the organizer is authorised to levy penalties, not exceeding 8% of the basic tariff charged by the European Central Bank, insofar that it is proven that the exhibitor or presenting agency is not an end user in the legal sense. The latter calls for a penalty of 5% of the base tariff of the European Central Bank.

5.3 Surrender, Set-Off

The surrender of claims is not admissible. The set-off of claims is only possible upon presentation of uncontested and legally founded counter claims.

5.4 Appeals

Appeals can only be considered by the organizer, if submitted in writing within 14 days of the initial date of invoice.

5.5 Legal Claims

The organizer reserves the right, if warranted, to make use of the right to claim as security and sell the impounded goods or objects, and after giving due notice of its intention. Limited liability for impounded goods or objects is only accepted by the organizer in the event of intent or gross negligence.

6. Liability Insurance, Security

6.1 Liability of the organizer

The organizer has secured insurance cover for personal injury and damage to objects. The entire exhibition venue, including conference rooms, is secured and guarded day and night, however; this security measure excludes the surveillance of individual booth or materials. The liability coverage for general night surveillance is not included. The organizer is only liable for damages resulting from mal-intent or gross negligence. A separate fire protection cover will be provided, if specified by local authority requirements.

Claims must be submitted to the organizer immediately. They become invalid if not recognized by the organizer or if not submitted within 6 months from the end of the event. The organizer refuses liability for damages resulting from differences in services rendered or reasons beyond their control, for example if the power supply could not be guaranteed by the local power company. The organizer cannot be held responsible for natural disasters, according to paragraph 8.

The organizer is not liable for loss, theft or damage to exponents or presentation objects and personal belongings brought in for the event or damaged during transportation to the event. Follow-up damage claims for lost profits, replacements and such are unacceptable.

6.2 Exhibitor Responsibilities

Exhibitors must comply with rules and regulations of the Amsterdam RAI. The rented display space and/or rooms are to be treated with care by exhibitors and/or presenting agencies before, during and after the respective event. The same applies to any objects and props rented by the organizer explicitly for the event. Exhibitors and/or presenting agencies are held liable for all damages to persons or objects, caused by the exhibitor, his/her employees and any third parties in his temporary employ, his/her vehicles or his/her visitors at the venue location, to the inventory of same or to loading ramps or designated parking areas. Display booth and presentation rooms are to be adequately staffed and guarded during the assembly phase, the exhibition itself and the dismantling

period. Any additional or personal objects are to be safeguarded, as they are not covered under the insurance policy.

It is the duty of exhibitors to obtain additional insurance to safeguard for any cases of personal injury, damage to objects or theft. It is advisable to make use of the specialised services provided by the organizer for extra night security for individual booths or exponents.

7. Contract Cancellation Clause

7.1 Cancellation by the exhibitor or presenting agency

Companies that have applied for exhibition space or presentation rooms and received confirmation for these from the organizer cannot be released from the contract. If the applicant must insist on release and the organizer grants an exceptional release, the following cancellation fees will apply and are payable to the organizer without delay, to cover any damage arising from the cancellation:

- 10% of invoice amount – for cancellations up to 16 weeks prior to The EMBO Meeting
- 25% of invoice amount – for cancellations thereafter and up to 13 weeks prior to The EMBO Meeting
- 50% of invoice amount – for cancellation thereafter and up to 10 weeks prior to The EMBO Meeting
- 100% of invoice amount - for cancellations thereafter.

The obligation for payment remains, if the company registered for exhibition space or other forms of presentation is unable to prove that the potential loss caused by cancellation is actually less than the cancellation fee.

In case of partial cancellation of the services registered for, cancellation fees as mentioned above will be invoiced for those cancelled services only.

7.2 Cancellation by the organizer

The organizer has the right to cancel an applicant:

a) if said applicant does not make payment according to the contractual terms and conditions.

b) in case of No Show or disregard of the assembly specifications, if the assembly of the booth does not occur within the contractually agreed timeframe, or if the display booth is not occupied in time, i.e. at least two hours before the official opening of the event

c) if breaches of the house rules are committed.

In case of serious breaches of the house rules by the exhibitor and/or presenting agency and if these are not remedied after numerous warnings.

d) Reasons resulting from the person or persons representing the exhibitor or presenting agency, if the prerequisites for granting admission / confirmation are not known to the person/persons representing the exhibitor or presenting agency or if the organizer becomes aware of reasons in retrospect, which would have impeded admission. This applies in particular to cases of bankruptcy or insolvency by the exhibitor or presenting agency. The exhibitor or presenting agency is obliged to notify the organizer immediately. The confirmation and admission can be revoked without obligation in such cases and the services ordered may be disposed of differently.

No compensation is not applicable in those cases. The exhibitor and/or presenting agency is held liable for any damages or losses incurred as a result of their cancellation, in accordance with paragraph 7.1, if the space or rooms cannot be rented again. As security for eventual claims, including future claims, the organizer can utilise their right to demand a security deposit. The organizer cannot be held liable for damage of retained goods or objects. The exhibitor or presenting agency is obligated to disclose any information in regard to ownership of the exponents at any time.

8. Reasons beyond the organizer's control

The event may be moved to a different date, cancelled altogether or the time frame changed as a result of incidents

beyond anyone's control or extenuating circumstances out of the organizer's control. The application remains binding in the event of such circumstances. Upon presentation of a written petition, the application may be revoked and the applicant released from obligations to the organizer. However, even with the explicit consent of the organizer and if the rented space and/or presentation rooms can be sublet without further damage, 25% of the originally invoiced amount are retained as compensation. This also applies in the case that the event had to be cancelled for reasons beyond anyone's control. The applicant has no right to regress if the event has been moved to a different date, a different time frame or entirely cancelled – regardless of the reasons.

9. Video clips and Soundtracks

Video or sound recordings of the display area, portions thereof or presentations are only permitted during regular operating hours of the exhibit and if it can be established that these will not present a hazard to visitors, with the consent of the exhibitor and/or presenting agency.

10. Advertising

Exhibitors and/or presenting agencies are only allowed to advertise within the confines of their rented space. Non-participants or third parties are prohibited from advertising in the exhibit halls or presentation rooms, as well as the entrance or exit areas. Unsuitable solicitation or advertisement which does not conform to the framework of the event must be avoided! Illuminated company logos (neon or flashing) are only acceptable with the prior written consent by the organizer. Optical, moveable and sound advertising materials are only tolerated if they do not constitute any aggravation to visitors, exhibitors and/or presenting agencies alike. Movie (celluloid film) presentations according to regulation are forbidden.

The organizer is authorised to confiscate, prevent or remove any advertising means or materials, which are in violation to stipulations mentioned above, without the aid of legal force, prior warning and no responsibility for eventual damages. Any resulting cost becomes the responsibility of the exhibitor and/or presenting agency.

11. Organizational and General Notices

11.1 House Rules and the adherence to safety regulations enforced by the local police authorities

The exclusive house rules are held by the owner of the rented exhibition facilities and apply to all locations onsite. This includes the authority to exercise control of the display areas and presentation methods as well as to enforce security measures and to ensure rules and regulations are adhered to in the best interests of a successful event. Submission of a signed application commits the exhibitors and/or presenting agencies and their trustees to adherence of these rules and regulations governing the event, as well as the strict adherence to all security measures and government regulations, the technical safety standards, enforced by the owner of the exhibition halls as well as the organizer. It is strictly forbidden to stay overnight in mobile homes within the confines of the venue grounds.

11.2 Pets and animals

Pets or animals of any kind are not permitted at the venue.

11.3 Artist / Performance Social Fees

The exhibitor and/or presenting company is solely responsible for payment of any artist salaries, social security and performance fees for all services or presentations hired or ordered and releases the organizer from any responsibility against possible claims of third parties.

11.4 Operating Hours / Schedule adherence

The exhibitor is responsible for the staffing and must insure the cleanliness of the rented display area during opening hours. The exhibitor is also responsible to ensure adequate staffing of the presentation locations during the set-up and dismantling phases and to vacate these timely and in clean condition. All exhibitors and their employees and trustees are

obligated to vacate the premises and remove all vehicles from the designated parking areas within an hour of closing time.

11.5 Dismantling phase / Termination of the event

After the official closing of the scheduled event, the exhibitor and/or presenting agency is responsible for the timely dismantling of the display area and within the contractually designated time frame.

Ongoing presentations or events are to be terminated and any presentation materials and props must be removed from the rooms within the designated time frame.

Rentals are to be returned before the deadline to the respective rental agency. If the dismantling of the display booth or the presentation materials as well as the imported objects by the exhibitor and/or presenting agency are not effected on schedule, the organizer is then authorised, after giving due notice, to order removal of any such objects at the cost and responsibility of the exhibitor and/or presenting agency. If a presentation over runs, the organizer has the right to close or stop the presentation in order to re-use the facilities and/or bill the presenting agency for the extra time.

11.6 Forgotten or unclaimed materials

Exponents and/or presentation materials which remain unclaimed after the deadline specified in the special attachment to the General Terms and Conditions, will be removed or stored - depending on what is left - at the cost of the responsible company or agency. Transportation or storage cost such materials are the responsibility of the exhibiting or presenting agency or business.

11.7 Miscellaneous

The organizer reserves the right to effect any changes deemed necessary to ensure the overall success of the event.

11.8 Federal Data Protection and Privacy Act

The exhibitor or sponsor agrees that, for organizational purposes of the meeting, the data given in the application form may be used, processed and published (e.g. within the list / documentation of exhibitors and sponsors). All personal and private data of the organizer business partners are processed and saved under strict adherence to EU Data Protection laws within the framework of the contractual objectives.

11.9 Final Clause

Place of fulfilment is the city the meeting / exhibition takes place. Exclusive Court of Jurisdiction for all disputes arising out of the contract or these general conditions is the Court of Heidelberg, Germany.