

# CMEF Spring 2021 Asia Pacific's leading medical industry platform

MAY, 13-16, 2021

# Company and address Company Address Address Appendix Postal code City Country Contact person for fair organization Given Name, Surname Position Tel Fax E-Mail I accept that my data stored and used for purposes mentioned in the conditions of participation (sect. 15) I consent that IVAM uses my data in order to send me information about upcoming events. I can revoke this consent at any time by sending an email to IVAM (info@ivam.de). Name of the undersigned (in block capitals) Date, legally binding signature Contact person for invoice Given Name, Surname Position Tel Fax E-Mail Value Added Tax (VAT) ID No. (required for EU-companies except Germany) Please inform us about a different billing address by email to <a href="mailto:su@ivam.de">su@ivam.de</a> I accept that my data is stored and used for purposes mentioned in the conditions of participation (sect. 15) I consent that IVAM uses my data in order to send me information about upcoming events. I can revoke this consent at any time by sending an email to IVAM (info@ivam.de). Date, legally binding signature Name of the undersigned (in block capitals)



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■ We would like to participate in the CMEF Spring 2021, May 13-16, 2021.

### The IVAM Service Package includes the following services:

- excellent position with good visibility between the component hall and the international hall
- standard booth furniture
- assembly and disassembly
- trade fair organization and on-site support
- PR and marketing activities before, during and after the fair
- presentation slot at the IVAM presentation platform
- networking activities
- catering
- general interpreter support at the IVAM joint booth

Further furniture and services need to be ordered additionally and will be charged extra.



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## **Application for IVAM Service Package**

We book the following:

| Stand Fee for IVAM Service Package   |   |  |  |
|--|---|--|--|
| Registration fee   | 795,00 €  |  |  |
| Price for the IVAM Service Package for 9m²   |   |  |  |
|  | Members   | Non-Members                              |  |
| Early bird price (valid until<br>February 28, 2021)  | 6299,00 €*                                      | 7299,00 €*                               |  |
| Regular price (valid until<br>March 26, 2021)  | 7299,00 €*                                      | 8299,00 €*                               |  |
| *Note: The Catalogue Promotion Fee (obligatory) amounting to USD 75,00 and Online Promotion Fee (obligatory) amounting to USD 600,00 is already included in the IVAM Service Package and will be not charged extra from the trade fair organization. |   |  |  |
| Please select:   |   |  |  |
|  | □ 9sqm □ more than 9sqm (send individual offer) | □ row booth □ corner both (if available) |  |
| Corner booth surcharge:  | 750,00 €  |  |  |
| Fee for co-exhibitors:   | 1000,00 €                                       |  |  |
| Registrations after March 26, 2021 will be charged with a late booking fee amounting to 15% on the total price   |   |  |  |

Prices for IVAM Service Package plus statutory VAT.

The invoice for the IVAM Service Package will follow soon after registration and the total fee is payable within 14 days from the date of invoice.



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In contrast to the general cancellation conditions for participation of IVAM Service GmbH, the following cancellations conditions apply for the CMEF

### In case of general cancellation by the trade fair organizer Reed Sinopharm:

- The exhibitor will be charged by IVAM with the registration fee and 25% of the service package
- 75% of the service package fee will be refunded.

### In case of cancellation by the exhibitor after registration:

- If the exhibitor cancels this contract or fails to take part in the event although he has received his confirmation of participation, the registration fee becomes due and will not be refunded.
- After February 28, 2021: the exhibitor will be charged by IVAM with the registration fee and 25% of the service package fee.
- After March 26, 2021: the exhibitor will be charged by IVAM with the registration fee and 100% of the service package fee.

This applies to every cancellation reason, even if e.g. due to travel restrictions, participation of the exhibitor in the fair is not possible.

### In case of a postponement of the fair by the organizer:

T+49.231.9742-168 | F: +49.231.9742-150 | info@ivam.de

With the information about the postponement of the fair, the organizer (Reed Sinopharm) will define a withdrawal date.

- If the exhibitor cancels the participation in the postponed fair until the withdrawal date, the registration fee and 25% of the stand fee will be charged by IVAM.
- If the exhibitor cancels after the withdrawal date, the registration fee and 100% of the stand fee will be charged by IVAM.
- If the exhibitor cancels the participation in the postponed fair, but will participate in the next CMEF show, the registration fee and 25% of the stand fee will be charged by IVAM. A roll over of the balance of the payment to the CMEF show is possible.

By sending this application we accept the terms and conditions of IVAM Service GmbH. Name of the undersigned (in block capitals) Date, legally binding signature and company stamp Organizer: For registration please contact: IVAM Service GmbH | Joseph-von-Fraunhofer-Str. 13 | Ms. Orkide Karasu T+49 231 9742 7086 | F+49 231 9742 150 | ok@ivam.de 44227 Dortmund | Germany

### Conditions for participation IVAM Service GmbH (called "IVAM" below)

Teilnahmebedingungen der IVAM Service GmbH (im Folgenden "IVAM" genannt)



### 1. Subject of the contract

For the duration of the fair IVAM provides exhibition infrastructure and other services for exhibitors on the terms given below.

### 2. Scope of supply and services

Unless other or additional supplies or services have been agreed upon, the exhibition fee payable by the exhibitor for the respective fair standard units includes the following supplies and

- 2.1 Supplies and services for exhibiting companies and institutes
- a. Carpeted floor space
- Functional standard furniture according to the size of the respective booth
- c. Electrical connection
- a. Establishment of an information booth and light refreshment in the Guest Club
- b. General stand cleaning (exhibited products excluded)
  c. General security and control service (hall supervision) for the duration of the fair.
- d. Marketing and PR (invitation mailings to visitors and press work)
- 2.3. Additional supplies and services

Additional stand equipment and services exceeding the supplies and services listed under 2.1 and 2.2 are offered on demand and charged extra and separately.

All materials and furniture are hired or rented to the exhibitors only for the duration of the event / fair. In case of damage of any hired object, IVAM reserves the right to charge the exhibitor for the subsequently replacement or cleaning.

### 3. Registration

- 3.1 Registration is made by filling in and returning the registration form. The exhibitor is irrevocably bound to the registration three months after the registration has been received. Receipt of the registration is confirmed by IVAM.
- 3.2 By signing the registration the exhibitor accepts the conditions of participation as binding. The exhibitor has to make sure that the persons he employs at the fair receive the conditions
- 3.3 Applicants have no claim to being admitted for participation.

- 4.1 The contract between IVAM and the exhibitor is concluded with the transmission of a confirmation of participation by IVAM (under reserve of the right of withdrawal according to para-
- 4.2 IVAM decides on participation freely and at its own discretion, IVAM is entitled to not admitting individual exhibitors, especially if the available space is exceeded. The same applies to exhibited products. The number of corner booths is limited.
- 4.3 If the contents of the confirmation of participation deviate from the contents of the exhibitor's registration, the contract is based on the substance of the confirmation of participation unless the exhibitor objects in writing within 2 weeks.

### 5. Stand space allocation

- 5.1 IVAM allocates the stand space in consideration of the thematic division of the joint pavilion in consideration of the available premises. Exhibitor's requests are considered as far as pos-
- 5.2 The exhibitor has to accept that at the beginning of the fair the position of the other booths may have changed compared to the position at the time of admittance. Claims for com-
- 5.3 Neither the change of the allocated stand space with other exhibitors nor a partial nor a complete allocation of the stand space to a third party is permitted without a respective agreement with IVAM.

- 6.1 Sharing stand space with another company requires a special registration by the exhibitor as well as the consent of IVAM. There is a charge for the approval of co-exhibitors (see 9.3). These conditions of participation also apply to the co-exhibitors, where appropriate. The exhibitor must inform the co-exhibitors about the conditions of participation and any supplementary. tary conditions.
- 6.2 If an exhibitor fails to register co-exhibitors or indirectly represented companies or gives incomplete or incorrect information in his registration, the executing organization may determine and charge fees as if a registration had been made in accordance with the regulations.
- 6.3 Should several exhibitors wish to rent a stand jointly, they are required to name one person as the joint representative who is the only negotiating partner of the executing organization. The authorization includes the order of additional supplies and services, such as furniture, graphics, efc. for which the participating exhibitors are jointly and severally liable to IVAM.

### 7. Exhibited products

- 7.1 Only agreed-upon products may be exhibited; they may be removed from their place only with consent of the executing organization. Substitution is permissible only with written consent by the executing organization an hour before or an hour after the daily opening hours.
- 7.2 The executing organization can demand that exhibited products be removed, if they are not included in the stand rental contract or prove to be obstructive or dangerous or not compatible with the aim of the exhibition. If the exhibitor should not comply with the demand, the executing organization will remove the exhibited products at the exhibitor's expense
- 7.3 Direct sales are not allowed unless they are expressly permitted. In the latter case, the exhibited products must be labelled with clearly legible price tags. In particular, the exhibitor must obtain and meet the advertising and health regulations.
- 7.4 Copyrights and other industrial property rights to the exhibited products must be ensured by the exhibitor.

### 8. Stand construction and stand design

- 8.1 Stand construction and stand design are incumbent on IVAM.
- 8.2 For the whole duration of the fair during the official opening hours the stand has to be properly equipped, furnished with exhibition products and occupied by competent staff.
- 8.3 If the exhibitor places direct additional orders with third parties (in particular with the trade fair organization), e.g. via an online order system, he must avoid to give the impression that this order is placed by IVAM. The address of the exhibitor must be named for the invoice. If the address of IVAM should be preset in the online order service, the exhibitor must actively change it.

### 9. Participation fees

- 9.1 The participation fees are composed of a registration fee and the stand fee which depends on the size of the respective booth and is given by IVAM in the registration forms for each
- 9.2 The stand fee for the basic standard unit are quoted plus legal value added tax and plus potential extra charges for additional services according to paragraph 2.3, plus other operation costs (electricity exceeding the service according to paragraph 2.1 c).
- 9.3 Surcharges are due for corner booths and depend on the size of the booth. The amount of the corner booth surcharge is named on the registration form.
- 9.4 Surcharges may be due for co-exhibitors. The amount of the co-exhibitor surcharge is indicated on the registration form.

### 10. Terms of payment

- 10.1 After receipt of the participation confirmation by IVAM according to paragraph 4.1 of these terms, the registration fee and stand fee amounting is immediately due.
- 10.2 All potential extra charges and operating costs, like additional plugs for electricity and compressed air or additional furniture, will be invoiced after the fair has closed. The charges are due for payment immediately after receipt of the invoice.
- 10.3 The assignment of claims against the executing organization is excluded. The offset of claims is permissible only with counterclaims that are undisputed or have been confirmed by a court of law.
- 10.4 If the exhibitor does not pay due amounts of the participation fee, IVAM reserves the right to charge default interest of 8 percent above the ECB base rate on delayed payments starting from the first day of delay (Section 288 of the German Civil Code BGB).
- 10.5 Complaints regarding the invoices can only be considered when they are made in writing within 14 days from the date of invoice to the executing organization.

- 11.1 IVAM is not liable for pre-existing deficiencies associated with rented space and equipment (guarantee liability), regardless of fault.
- 11.2 IVAM is legally liable for damage claims involving cases of intent or gross negligence as well as a culpable violation of a material contractual obligation on its part.
- 11.3 In other respects IVAM excludes any liability for damages caused by slight negligence on the part of the executing organization or its representatives or vicarious agents. The foregoing does not affect IVAM's liability owing to a culpable injury to life or bodily health.
- 11.4 The exhibitor is not entitled to a reduction in rent unless an attempt to remedy defects in the rented object becomes unsuccessful or unless IVAM fails to take steps to alleviate the defect, despite being granted a reasonable grace period.

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Teilnahmebedingungen der IVAM Service GmbH (im Folgenden "IVAM" genannt)



11.5 The exhibitor is liable in accordance with legal regulations. It is recommended that exhibitors carry sufficient insurance.

### 12. Non-participation on the part of the exhibitor; withdrawal from the contract by IVAM

- 12.1 If the exhibitor cancels his participation or fails to take part in the event although he has received his confirmation of participation, no fees will be refunded.
- 12.2 IVAM is entitled to withdraw from the contract under the following circumstances:
- a. if the rental charge is not received in full at the latest by the date stated in the invoice for participation costs and if the exhibitor does not pay before the expiry of a granted two week extension period that may be granted;
- b. if the stand is not occupied in time, i.e. if it is not obviously occupied within 12 hours of the official opening;
- c. if the exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;
- d. If the registered exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if IVAM subsequently becomes aware of any reasons which, had they been known before, would have excluded that person from participation. This applies in particular when bankruptcy or insolvency proceedings have been instituted, or if the exhibitor becomes insolvent. Exhibitors are required to inform IVAM immediately in such circumstances;
- e. If an economical performance of the fair is impossible due to poor participation; the right of withdrawal must be exercised at the latest before the term of application announced by the trade fair organization expires.
- 12.3 If IVAM exercises its right of withdrawal according to paragraph 12.2., lit. a) to d), paragraph 12.1 regarding the liability of the exhibitor to pay interests may be applied accordingly.

### 13. Cancellation, postponement and change in the duration of the trade fair / trade fair participation

### 13.1 Cancellation of the trade fair participation

IVAM is entitled to cancel the exhibition for important reasons for which it is not responsible, taking into account the interests of the exhibitors. IVAM also has the right to cancel the exhibition if the required minimum number of registrations is not reached and the unchanged execution is economically unreasonable.

### 13.2 Cancellation of the event

If the fair / exhibition does not take place for reasons beyond IVAM's control or due to force majeure, IVAM can demand an amount of 25% of the participation fee as a contribution to costs from the exhibitor. If the exhibitor has ordered additional chargeable services, these can be invoiced to the exhibitor additionally.

### 13.3 Postponement of the even

Should IVAM be able to hold the trade fair / exhibition at a later date in the event of a necessary relocation by the trade fair organizer instead of not holding the trade fair / exhibition, the exhibitor must be informed accordingly. The exhibitor is entitled to cancel its participation at the changed date within one week after receipt of this notification; in this case IVAM can demand an amount of 25% of the participation fee as contribution to costs from the exhibitor.

### 13.4 Change in the duration

If IVAM or the trade fair organizer has to shorten an event that has already begun due to force majeure or other reasons for which IVAM is not responsible, the exhibitor has no claim to full or partial repayment or waiver of the participation fee by IVAM.

### 14 Reservations

14.1 IVAM is entitled to postpone the exhibition, curtail it, close it temporarily in whole or in part, or cancel it for significant reasons (e.g. collective action, force majeure). In the event of complete or partial postponement or of curtalment, the contract is regarded as valid for the new date and the new duration unless the exhibitor objects in writing within a period of 2 weeks after notification of the alteration.

14.2 In case of cancellation the mutual claims of the contractual partners become void. No claims for damages may be derived from cancellation.

### 15. Supplementary provisions

Constituent parts of this contract are the registration form, the confirmation of participation, the conditions for participation, as well as all rules and regulations of an organizational, technical or miscellaneous nature, which are passed along to the exhibitor during the run-up to the event. These include the technical regulations, the conditions of the trade fair organizer (if not contradictory to these conditions for participation), the regulations for the maintenance of order, the obligation to official approval, GEMA regulations as well as with regulations pertaining to trading and industrial law, police regulations, health regulations and other legal requirements, and in particular the law on technical equipment. In particular the conditions listed in the services binder apply, which stipulate specific services as obligatory in connection with the event.

### 16 Protection of privacy

The personal data of our business partners is saved and processed according to the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG) for purposes defined by this contractual relationship.

The following data is requested for this purpose

- (a) Name, title and salutation
- (b) E-mail address
- (c) telephone number
- (d) Full postal address

Upon registration via a form on our website, the following data is collected in addition:

- (a) IP address of the calling computer
- (b) date and time of registration

For the processing of the data, your consent is obtained during the registration process and reference is made to the privacy policy.

In the context of the data processing for the registration to events there is usually no transfer of the data to third parties. The data will be used exclusively for the organization of the event and for invoicing.

If an event is organized with other partners, your data may be shared with them if this data is needed to conduct the event. This applies especially to the necessary forwarding of your data to the trade fair organization.

If an event is organized in a third country, your data may be transferred to recipients in this country if this is necessary in order to conduct the event.

The collection of your e-mail address and your name is necessary to send you a confirmation and further information about the event. The collection of other personal data as part of the registration process is used for invoicing and to prevent misuse of the services or the e-mail address used.

For further information on our privacy protection policy, please look at https://www.ivam.de/about/privacy or contact our data protection officer at datenschutz@ivam.de.

### 17. Image rights

IVAM and the trade fair organization reserve the right to take photos and videos during this event. They will be used for documentation, advertising purposes and press campaigns. It is possible that exhibitors will appear clearly recognizable on photos / videos used by IVAM. By accepting the terms and conditions, the exhibitor agrees to the described usage. Individual persons who do not agree are asked to inform IVAM before the event starts.

### 18. Final provisions

- 18.1 Agreements which deviate from these conditions or from any supplementary regulations must be in writing; facsimile signatures suffice.
- 18.2 Any claims by the exhibitor against IVAM are subject to a limitation period of 12 months.
- 18.3 The mutual rights and obligations deriving from this contractual arrangement and resulting from this contract are subject to the law of the Federal Republic of Germany.
- 18.4 When the exhibitor is a tradesman and does not belong to the tradesmen referred to in § 4 of the German Commercial Code, Dortmund alone is the place of performance and jurisdiction for all legal disputes resulting from this contract under reserve of a exclusive statutory jurisdiction. IVAM reserves the right, however, to bring its claims before the courts competent for the area where the exhibitor has his registered offices.

18.5 If any of the provisions of these conditions for participation should be invalid, this shall not affect the validity of the remaining regulations. The ineffective provision shall be replaced in such a way that the intended purpose is served.

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