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17-20 Nov. 1999

**MEDICA 99
World Forum-for Doctors', Surgeries
and Hospitals
31st International Trade Fair and Congress**

Conditions of Participation

1. Title of event
2. Organizer
3. Congress organizer
4. Venue
5. Dates and opening times
6. List of exhibits
7. Participation fees and other charges
8. Terms of payment
9. Application for space
10. Admission
11. Co-exhibitors and group stands
12. Cancellation and non-participation
13. Exhibits, sales regulation
14. Exhibitor passes
15. Catalogue / CD-ROM
16. Publicity activities in the Exhibition Grounds
17. Exhibition insurance coverage and exclusion of Liability
18. Third-party Liability and insurance
19. Patents and registered designs
20. Operation of exhibition stands
21. Stand construction and design
22. Technical services
23. Waste disposal / Stand cleaning
24. Security
25. Domestic authority
26. Force majeure
27. Final conditions

1. Title of event

MEDICA 99
World Forum for Doctors', Surgeries and Hospitals
31st International Trade Fair and Congress

2. Organizer

Messe Düsseldorf GmbH
PO Box:
Postfach 10 10 06
D-40001 Düsseldorf
Street Address:
Stockumer Kirchstraße 61
D-40474 Düsseldorf
Germany
Tel. +49 (0) 2 11/45 60-01
InfoTel+49 (0) 2 11/45 60-9 00
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InfoFax +49 (0) 2 11/45 60-8 61 00
Internet <http://www.messe-duessdorf.de>
info@tradefair.de
(referred to as **Messegesellschaft in the text**)

3. Congress organizer

MEDICA
Deutsche Gesellschaft zur Förderung der Medizinischen Diagnostik e.V.
L_öffelstraße 1
D-70597 Stuttgart
Phone: (0)711-765 14 54
Telefax: (0)711-76 69 92

4. Venue

Düsseldorf, Fairgrounds and Congress Center,
Düsseldorf

5. Dates and opening times

Stand construction: 11. - 16.11.1999, 10 p.m.
Duration: 17. - 20.11.1999
Stand dismantling: 21. - 24.11.1999

6. List of Exhibits

Only newly manufactured products will be permitted to be exhibited. Second-hand machinery and agents for second-hand machinery will not be admitted to the exhibition. Exhibitors are required to List on their application form the product codes from the List of Exhibits which correspond with the goods they intend to show and at the same time to select the appropriate product section. If exhibits fall under more than one product section then these should all be Listed on the application form. Only products with a Listed product code can be admitted and exhibited. Texts on application forms

that deviate from the product codes in the List of Exhibits (Part C of the Exhibitor Invitation) will not be considered.

1. Electromedical equipment/medical technology
2. Laboratory equipment
3. Rescue and emergency equipment
4. Diagnostics
5. Drugs
6. Orthopedic technology
7. Commodities and consumer goods for surgeries and hospitals
8. Office systems, communication and information technology
9. Disinfection/cleaning/disposal
10. Clothing
11. medical furniture and equipment
12. building technology
13. Services and publications

The List of Exhibits Lists individually the items which are eligible for admission to the Trade Fair (C).

7. Participation fees and other charges

The following net participation fees have been set for MEDICA 99

Row stand (1 side open) DM 275.00 per sq.m.
Corner stand (2 sides open) DM 290.00 per sq.m.
End of block stand (3 sides open) DM 299.00 per sq.m.
Island site (4 sides open) DM 316.00 per sq.m.
Outdoor section DM 153.00 per sq.m.
Co-exhibitor fee DM 1,500.00
withdrawal fee before admission DM 1,500.00
additional exhibitor pass DM 50.00 - including the use as ticket for public traffic means of the Verkehrsverbund Rhein Ruhr (VRR).

Charges for services are printed on the respective order forms.
An additional charge of DM 1.00 per sq.m. is Levied as a contribution to the Confederation of German Trade Fair and Exhibition Industries (AUMA).

The regular minimum stand space is 12 sq.m. Smaller areas can be rented only if they become available when the site plan is devised. Space will be provided in units of a square metre. Part of a square metre will be charged as a full unit. In computing the charge for space that is not rectangular, the area making up a rectangle will be included. Projections, pillars, columns and space for installation connections will all be included in space costs.

The participation costs do not include stand partition walls.

Every exhibitor will receive 3 exhibitor passes, free of charge, for a stand measuring up to 20 sq.m. One extra exhibitor pass will be made available for each additional 10 sq.m., or part thereof, up to a maximum of 50 passes. Additional exhibitor passes for which the exhibitor will be invoiced can be ordered in writing from the Messegesellschaft in due course.

2 exhibitor passes, free of charge, will be available to each Coexhibitor on payment of the co-exhibitor fee.

The participation fee and all other charges are net prices to which will be added, and which must be paid, the turnover tax Legally in force at the time of the event.

8. Terms of payment

The invoice for participation charges will be sent to the exhibitor together with the confirmation of admission and the allocation of space. ALL complaints must be submitted in writing immediately upon receipt of the invoice. Objections raised at a Later date shall be disregarded.

Upon receipt of the invoice for participation charges issued by the Messegesellschaft is payable immediately without deduction. Invoices for miscellaneous services or for supplies ordered separately should be settled at the time the services were provided or the supplies effected, at the latest by the date of the invoice. If the exhibitor gives instructions to render accounts to a third party, the exhibitor still remains the debtor.

Remittances should be endorsed with the invoice number, marked MEDICA 99 and made out in favor of:

Messe Düsseldorf GmbH

Postfach 10 10 06

D-40001 Düsseldorf,

and paid into one of the following bank accounts:

Deutsche Bank AG, Düsseldorf

(BLZ 300 700 10); 164 14 14

Dresdner Bank AG, Düsseldorf

(BLZ 300 800 00); 21 12 796 00

Commerzbank AG, Düsseldorf

(BLZ 300 400 00); 17 26 074 00

Stadt-Sparkasse Düsseldorf

(BLZ 300 501 10); 101 179 50

Trinkaus & Burkhardt

(BLZ 300 308 80); 24/0065/053

Postgiro Köln

(BLZ 370 100 50); 2485-508

In the case of late payment, interest will be charged at a rate of 2% above the base rate of the German Federal Bank effective at the time. If payment of the invoices is not effected by the exhibitor within the stipulated periods, the Messegesellschaft shall have the right (also in the event of space not fully paid for) to withdraw from the contract with regard to all space rented by the exhibitor and to dispose of this space otherwise. For compensation of costs, sec. 12 of these Conditions of Participation applies.

For all outstanding Liabilities, the Messegesellschaft may retain the stand equipment and products of the exhibitor concerned as security. Sec. 560 paragraph 2 of the German Civil Code (BGB) does not apply, when there is insufficient security. If payment is not made within the stipulated period the Messegesellschaft is entitled, after written notification, to sell the retained items at their discretion. The Messegesellschaft is not responsible for damage to and/or Loss of the retained items.

9. Application for space

Applications for space shall be made with two copies, using only the enclosed form, acknowledging the Conditions of Participation and the Technical Regulations to be issued subsequently. Completed and officially signed application forms should be sent to Messe Düsseldorf GmbH

Postfach 10 10 06

D-40001 Düsseldorf

Exhibits must be annotated with the corresponding code-number according to the List of Exhibits and for machinery and installations weight and height must be supplied. To ensure accurate representation the Messegesellschaft may request that brochures and products descriptions be submitted.

Applications made subject to conditions or reservations cannot be taken into consideration. Every endeavor will be made to meet requests for specific sites, but such requests cannot be recognized as a condition for participation. No undertaking can be given with respect to exclusion of competitors.

The application is binding on the applicant, irrespective of whether it is accepted by the Messegesellschaft or not. The application will only be considered effected once it has been received by the Messegesellschaft and it is then binding until admission or final non-admission. Receipt of application and if applicable the deposit check will be acknowledged in writing.

To facilitate the automatic processing of the application its details will be stored and, if necessary, will be divulged to a third party for the fulfillment of the contract.

Closing date for applications and start of the halt planning is:

April 15, 1999. Applications arriving after this deadline will be placed on the waiting List for space.

10. Admission

Exhibitors are manufacturers of the products. Where foreign manufacturers exhibit through their general or country/regional representatives, the application form should be endorsed with the written approval (authority) of the manufacturing company, which should state that the representative or agent is authorized to hire stand space on the manufacturer's behalf. This is to preclude the possibility of the same product being exhibited twice.

In principle, only those exhibitors are admitted whose registered exhibits and services are in accordance with the event's List of Exhibits. The decision as to whether an exhibitor or exhibits can be admitted rests with the Messegesellschaft, if necessary after consultation with the Admissions Committee. A Legal claim for admission does not exist. Exhibitors who have not fulfilled their financial obligations to the Messegesellschaft or have contravened the Conditions of Participation, the Technical Regulations or legal requirements can be excluded from participation.

Exhibitors will receive written confirmation that they have been admitted with their products. This confirmation applies only to the designated exhibitor.

Notification of admission constitutes the conclusion of the contract between the Messe Düsseldorf GmbH and the applicant. A site plan showing the Location of the stand in the hall or outdoor section will be included with the confirmation of the stand booking.

The Messegesellschaft reserves the right to cancel a stand booking approved on the basis of misleading or false information or if the requirements for participation are no Longer met or the booking is no Longer in accordance with the admission regulations.

If the allotted space is not available for reasons beyond the control of the Messegesellschaft the exhibitor may claim a refund of the space rental cost; there will be no claims for damage.

The Messegesellschaft may, if required by circumstances and specifying its reasons for doing so, and bearing in mind what is reasonable for the exhibitor, deviate from the notice of admission by allocating space in another position or reducing or increasing the stand size. It reserves the right to alter entrances and exits to and from the fairgrounds and the halts, as well as passages.

11. Co-exhibitors and group stands

Without the prior consent of the Messegesellschaft, exhibitors are not permitted to give their allotted stand either fully or in part to a third party, whether for payment or free of charge. Products or companies other than those specified on the admission slip cannot be advertised on the stand.

Permission to accept Co-exhibitors will be given only upon application in writing by the exhibitor to the Messegesellschaft. The Co-exhibitor is Liable to the same conditions as the main exhibitor. The Co-exhibitor is required to pay the Co-exhibitor fee to the Messegesellschaft. The main Exhibitor will, however, always be liable for the payment of the Coexhibitor's fee. If a Co-exhibitor is admitted without the consent of the Messegesellschaft, the Messegesellschaft will have the right to cancel the contract with the main exhibitor without further notice and to clear the stand at the exhibitor's cost. The exhibitor waives the rights of unwarranted interference. The exhibitor will have no right to claim damages.

Co-exhibitors are all exhibitors who are represented on a stand with their own staff and own exhibits alongside the main exhibitor. Companies with close economic or organizational ties are also classified as Co-exhibitors. Company representatives will not be admitted as Coexhibitors.

Additionallyl represented companies are classified as those whose exhibits are shown by the exhibitor. Manufacturers of such equipment, machinery or other products which are necessary for the demonstration of an exhibitors products are not regarded as Co-exhibitors or as additionally represented companies.

In accordance with the admissions regulations Co-exhibitors can be entered into the catalogue with their full address provided all fees have been paid and the necessary documents have been received within the specified time limits. The Messegesellschaft can authorize group stands provided they are

in keeping with the overall pattern of the event. Exhibitors of group stands are subject to all regulations.

If a stand is allocated to two or more companies, each company will be jointly and severally liable to the Messegesellschaft. Companies on a joint stand should nominate a common representative on the application form.

12. Cancellation and non-participation

Applications can be withdrawn up until admission. A withdrawal fee (see Section 7) plus turnover tax must be paid.

Following admission, the exhibitor shall not be entitled to rescind the contract nor to reduce the stand area. The participation charges shall be payable in full together with any costs actually entailed. Should the Messegesellschaft make alternative use of unoccupied areas to improve the general appearance of the show, the exhibitor who reserved the space shall not be released from his financial obligations.

Should an exhibitor not take up the stand space that was allocated to him and the Messegesellschaft is able to rent the space to another company (not by rotating another stand), the exhibitor shall be required to pay 25% of the participation fee or at least the fee as specified above in paragraph 1. The exhibitor reserves the right to furnish evidence that the costs required of him are too high. Should a Co-exhibitor fail to participate, the Co-exhibitor's fee shall be payable in full. The cancellation and non-participation of a main exhibitor automatically results in the exclusion and cancellation of admission for the Co-exhibitor.

If settlement or bankruptcy proceedings are pending against an exhibitor's assets, or if such proceedings have been suspended due to inadequate assets, the Messegesellschaft shall be entitled to cancel the contract without further notice. The exhibitor must inform the Messegesellschaft immediately and under any circumstances when such settlement or bankruptcy proceedings have been proposed. The above mentioned paragraphs apply accordingly.

13. Exhibits, sales regulation

Products or services not included on the admission document cannot be exhibited. The Messegesellschaft has the right to remove nonapproved exhibits at the cost of the exhibitor.

The exhibitor is only permitted to accept orders for those exhibits services which are listed on the admission document. Exhibits may not be removed from the stand until after the event has ended. Sling from the stand prior to the end of the show is not permitted. **No on the spot sales permitted.**

The operation and demonstration of exhibits can only be carried out within the framework of accepted standards. Please display CE-mark where appropriate.

14. Exhibitor passes

The exhibitor **passes are exclusively for the exhibitor, his stand staff** and representatives. **In the case of misuse the passes will be withdrawn without replacement.**

15. Catalogue / CD-ROM

The Messegesellschaft will publish the catalogue for the event. Exhibitors will be provided with full details on catalogue entries and advertising possibilities in plenty of time either by the Messegesellschaft or by a third appointed party. No claims can be entertained for incorrect, incomplete or omitted entries.

The exhibitor shall be responsible for the content of the entries and for any damage incurred through the publication thereof.

16. Publicity activities in the Exhibition Grounds

Exhibits, the distribution of leaflets and promotional material shall be confined to the exhibitors own stand area and are not permissible in the hall aisles or elsewhere in the exhibition grounds. For advertising in the exhibition grounds please see the Technical regulations for further details. Publicity shall be confined to the promotion of the exhibitor's products and shall not be in breach of statutory regulations or good taste, nor shall it be of an ideological or political nature. Comparative and superlative advertising is not allowed in Germany. The Messegesellschaft reserves the right to prohibit the display or distribution of advertising matter that could give rise to offence and to confiscate existing stocks for the duration of the event.

Optical, mobile and acoustic publicity aids and product presentations are permitted providing they do not disturb neighboring exhibitors or render inaudible the public address system in the halls. If these regulations are infringed the Messegesellschaft can intervene and demand immediate modification.

The approval and payment of fees may be required by GEMA (equivalent of the Performing Rights Society) for musical performances of any kind:

GEMA,

Aachener Strage 164,

D-40223 Düsseldorf,

T: (0) 211 15 75 10.

The copyright Laws must be observed.

17. Exhibition insurance coverage and exclusion of liability

The Messegesellschaft has drawn up a basic contract that covers at reasonable insurable risks at an exhibition such as fire, burglary, theft, breakage, leakage and water damage, including risks during the delivery and removal of exhibits. Under the terms of this basic contract, exhibitors can obtain cover, at their own expense, for risks during participation at the event. A proposal form will be sent to the exhibitor together with the Technical Regulations.

Exhibitors who do not avail themselves of the insurance cover offered by the basic contract or fail to do so in time, forfeit the right to claim against the Messegesellschaft for damages that would have been covered if the proposed insurance had been taken out.

All damages and losses must be reported immediately to the police, the insurance company and the Messegesellschaft.

The Messegesellschaft accepts no responsibility for Looking after exhibits and stand fittings and expressly excludes all liability for any Loss or damage. This exclusion of liability is in no way Limited by the security services provided by the Messegesellschaft.

Furthermore the Messegesellschaft is only liable in cases of gross negligence or willful intent.

18. Third-party liability and insurance

The Messegesellschaft is insured to cover their statutory liability. Their insurance contract includes the exhibitor but is subsidiary to the exhibitor's own liability insurance. The indemnities covered are DM 1,000,000 for personal injuries (but with a maximum of DM 500,000 for an individual person), DM 100,000 for material damages. In other respects the General Insurance Conditions for Liability Insurance (AHB) shall apply.

The Liability insurance covers only those damages and injuries sustained by third parties. The exhibitor's stand person is not covered by the policy. Moreover, the cover does not include damages or injuries sustained in cafes or restaurants within the Trade Fair grounds or at special shows or events not organized by the Messegesellschaft. The exhibitor is liable for damages incurred by third parties employed by or acting on behalf of the exhibitor.

19. Patents and registered designs

The protection of inventions, samples and trademarks is determined by the legal regulations in Germany. A special exhibition protection does not exist. Patent registrations should be submitted to the Patent Office before the start of the trade fair.

The Messegesellschaft endeavors to apply the Law of 18 March 1904 whereby exhibitors can claim an exhibition protection of material and taste samples and in accordance with section 35 of the law on trademarks for trademarks within the Federal Republic of Germany for 6 months after the start of the exhibition. For this purpose, the Legal department of the Messegesellschaft issues a certificate during the event to the effect that the exhibit for which the protection is sought has been displayed. Applications should be sent to the Messe Düsseldorf GmbH enclosing a detailed textual description and a technical drawing, both in duplicate.

20. Operation of exhibition stands

During the exhibition opening hours the stand must be manned by a sufficient number of staff and should be accessible to visitors.

Exhibitors have no right of access to other stands outside the official opening hours, unless permission has been obtained from the stand exhibitors.

21. Stand construction and design

To ensure a good overall impression the Messegesellschaft has devised guidelines regarding the standard of stand construction and design. The specifications are contained in the Technical Regulations which are binding for exhibitors and stand contractors.

For both exhibitors and stand contractors the Technical Regulations constitute an integral part of the contract. These are available immediately on request, subject to subsequent modifications, and become binding for the event.

The stand construction work undertaken by the exhibitor shall conform with the statutory requirements and with the regulations laid down by the Local authorities.

Only the forwarding agents appointed by the Messegesellschaft shall be permitted to handle consignments within the exhibition grounds, i.e. unloading, handling of technical equipment, transport to the stands, and to undertake customs clearance for temporary or permanent importation.

22. Technical services

The Messegesellschaft provides for the general heating, air-conditioning and Lighting in the halls.

Charges for the connection of water, electricity compressed air and telecommunications to individual stands as well as the charges for consumption and all other services will be invoiced directly to exhibitors (main exhibitor on stand). The Messegesellschaft is entitled to demand appropriate advance payment.

All such installations to the stands shall be undertaken solely by the Messegesellschaft. Installation work within the stand area may be entrusted to outside contractors whose names shall be divulged, if the Messegesellschaft so requests. The Messegesellschaft is entitled to inspect the installations but is under no obligation to do so. The exhibitor is liable for damage caused by installation work.

Installations, machines and equipment that are not approved, do not conform to local official regulations or consume more energy than specified may be removed at the expense of the exhibitor. The exhibitor shall be Liable for all damages resulting from uncontrolled use of energy. The Messegesellschaft can only be held responsible for Loss and damage resulting from the disruption of power supplies in accordance with para. 6 AVBT.

23. Waste disposal / Stand cleaning

Each exhibitor is responsible for the removal of his own waste/residual matter. Information about the different options for waste disposal at the exhibition complex is given in the Technical Regulations.

The Messegesellschaft arranges for the cleaning of the Exhibition Centre, the halls and the aisles. The exhibitor is responsible for ensuring that his stand is cleaned daily, before the trade fair opens.

Only companies appointed by the Messegesellschaft can be employed for stand cleaning, unless the cleaning of the stand is carried out by stand personnel.

24. Security

The general security of the halls and the exhibition grounds is the responsibility of the Messegesellschaft. Security begins on the first day of the buildup period and ends in the last hour of the final breakdown day. The Messegesellschaft is empowered to take any security measures necessary.

Security of exhibitors' own belongings must be organized on an individual basis. The responsibility of the Messegesellschaft for general security does not affect their exemption from liability for damage to property and personal injury.

Individual security can only be carried out by the security company appointed by the Messegesellschaft.

25. Domestic authority

The Messegesellschaft has full authority within the grounds of the Trade Fair Centre for the duration of the event from the start of the build-up period to the end of the break-down period. The Messegesellschaft reserves the right to issue instructions. Animals are not admitted into the grounds of the Trade Fair Centre and photography is not permitted. The Messegesellschaft reserves the right to have photographs, drawings and films made of exhibitor activity, of exhibitor structures and stands and of the exhibits themselves, and to use them for advertising purposes and for press publications, without the exhibitor being able to object for any reason whatsoever. The same is true for pictures which the press takes directly with the permission of the Messegesellschaft.

26. Force majeure

Should it be necessary, for reasons beyond their control, and whilst considering the interests of the exhibitors in carrying it out, the Messegesellschaft has the right to postpone, curtail, extend, temporarily close, in part or completely, or cancel the trade fair.

In such justifiable, exceptional circumstances, as in all cases of force majeure, exhibitors shall not be entitled to rescind their contract, claim damages nor reduction of participation charges.

If the event does not take place for the afore-mentioned reasons, exhibitors may be charged up to 25% of the participation charges to cover general costs. A Larger amount can be demanded from individual exhibitors if they have given instructions for extra work to be carried out on their behalf.

If the Messegesellschaft is responsible for the cancellation of the event, no participation charges will be payable. The Messegesellschaft will entertain no claim for damages.

27. Final conditions

All verbal agreements, individual approvals and special arrangements must be confirmed in writing by the Messegesellschaft. Whenever admission documents contain the reference that they have been drawn up by the Messegesellschaft by computer, even if they contain no signature, they are legally binding. All claims by exhibitors against the Messegesellschaft must be made within 6 months. Claims made there after will not be valid. The period of limitation starts at the end of the month in which the event finished.

The place of performance and jurisdiction for all mutual obligations is Düsseldorf or, at the request of the Messegesellschaft, the jurisdiction of the exhibitor's place of business. This also applies to complaints arising from checks or drafts.

The Law of the Federal Republic of Germany is applicable. The German text is binding.

Messe Düsseldorf GmbH