

Conditions of Participation Special Section



IDS 2019
38th International Dental Show
Cologne, 12.–16.03.2019

1 The fair, the organizers, the venue, the dates

The International Dental Show is being organized by the GFDI Gesellschaft zur Förderung der Dental-Industrie mbH, Aachener Str. 1053-1055, 50858 Cologne, Germany, the commercial enterprise of the Verband der Deutschen Dental-Industrie e.V. (VDDI) in collaboration with Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany.

The GFDI Gesellschaft zur Förderung der Dental-Industrie mbH is the conceptual and expert sponsor of IDS. Koelnmesse GmbH is the legal and financial organiser of IDS and, in this capacity, concludes all contracts in its own name.

IDS will be held in the Cologne trade fair complex from Tuesday, 12 March to Saturday, 16 March 2019.

The exhibition will be open to visitors from 09:00 a.m. to 06:00 p.m. and to exhibitors from 08:00 a.m. to 07:00 p.m. daily.

Trade Dealer Day is on 12 March 2019. IDS is a trade fair. Only trade visitors are admitted.

Exhibitors should note the following schedule when making their plans:

Stand space confirmation and floor plan: up from June 2018

Application deadline: 31 March 2018 (Start of hall planning)

Construction of individual stands:

Tuesday, 05 March - Saturday, 09 March 2019 07:00 a.m. - midnight

Sunday, 10 March 2019 00:00 a.m. to

Monday, 11 March 2019 08:00 p.m.

Construction must be completed by 08:00 p.m. on 11 March 2019 at the latest. At that time the aisles must be completely cleared.

Occupation of Koelnmesse standard stands: 24 hours before the fair starts.

Dismantling of all stands and exhibits in all halls:

Saturday, 16 March 2019 06:00 p.m. to

Sunday, 17 March 2019 midnight

Monday, 18 March 2019 07:00 a.m. - midnight

Tuesday, 19 March 2019 07:00 a.m. - 06:00 p.m.

2 Eligibility

It is the objective of the International Dental Show to provide visitors with a fully comprehensive overview of the most up-to-date range of dental products available. The following requirements therefore do not seek to restrict participation, but are only intended to avoid duplication in the marketing of one and the same product, which could detract from the concept of a complete overview. In case of uncertainty reference should be made to the Conditions of Participation Special Section.

2.1 All German and foreign manufacturers with products of their own production or those of third parties are eligible. Products of third parties will only be accepted if they are not to be exhibited by the original manufacturer. Those manufacturers with products of third parties must submit a list of these products together with a written statement by the original manufacturer that he does not intend to exhibit them himself. In addition importers and dealers are eligible. However these importers and dealers must submit a complete list of the products, which they intend to exhibit. Should multiple presentation of a certain product result in the exclusion of other products because of insufficient space being available, then the number of exhibitors with this product will be restricted or even just one exhibitor per product accepted. Where several companies are interested in exhibiting a product the selection priority will be as follows:

1. Original manufacturer
2. Importer or dealer nominated by the manufacturer.
3. All other importers or dealers on a "first come first served" basis according to the date of receipt of space application.

Companies affiliated to exhibiting companies (50 % or more interest) will only be accepted if they intend to exhibit products not already exhibited by their parent company. These affiliated companies must submit a list of the

products to be exhibited. The parent company should confirm on this list that it does not intend to exhibit any of the products listed.

2.2 All products and equipment related to dental medicine and dental technology are permissible as exhibits. Products and services that are not directly related to the dental sector will not be authorized. In conjunction with Koelnmesse, the GFDI decides on what is permissible. Authorization will be confirmed in writing. Only those objects that have been registered and approved may be exhibited. Exhibitors explicitly guarantee that they will not exhibit any other products.

2.3 If refused the company concerned can make representations to an appeal body. In the case of 2.1 the organizer must prove that the refusal results from insufficient space. The details of the appeal procedure are laid out in the Conditions of Participation Special Section and are accepted unreservedly by the exhibitor by signing the application form (form 1.10) or by appealing of the arbitration body (see item 3 "Arbitration procedure").

2.4 a) By signing the application form (form 1.10) the exhibitor makes a binding agreement not to exhibit at any other event for dental medical or technical products anywhere within the Federal Republic of Germany for a period of 8 weeks before and 4 weeks after IDS (waiting period regulation).

All types of exhibitions, including accompanying exhibitions at seminars, conferences and other events, come under the waiting period regulation. Permitted are accompanying exhibitions, insofar as all the products displayed there are related to the congress topic and/or serve to demonstrate the topics dealt with at the congress.

b) The waiting period regulation is not applicable at events which are exclusively conducted by a single company in its own business premises (e.g. open days). At such events, only the own product programme may be shown; participation of other companies in whatever form (e.g. supply of personnel) is not permitted. This would constitute an infringement of the waiting period regulation.

c) Full range trading companies (depots), which market dental medical and dental technical products from various manufacturers, are not subject to the waiting period regulation irrespective of the property or control relations.

2.5 In the case of infringement of the regulations in 2.4, sanctions will be imposed on the exhibitor concerned. The arbitrator can also be called upon to adjudicate against the imposing of sanctions.

a) The exhibitor can be excluded from the forthcoming IDS within 30 days of the infringement becoming known. Only a half of any payments made for trade fair participation will be returned, should it prove impossible to lease the exhibition space to a third party. Should it prove possible to lease the exhibition space to another interested party, however, only administration costs will be invoiced.

b) Should the infringement only become known after the IDS has already begun or ended, the exhibitor can be excluded from the next IDS.

2.6 The regulations 2.4 and 2.5 also apply to companies which are affiliated to the exhibiting company (subsidiary or parent companies), insofar as the same products are exhibited at IDS as at other exhibitions held within the waiting period, in the Federal Republic of Germany. "Affiliation" is constituted by a company which has a greater than 50% share in another company.

3 Arbitration procedure

For deciding on disputes over eligibility and imposition of sanctions in the organisation of the International Dental Show.

§ 1

The exhibitor involved can within 14 days of the issue of the decision appeal against refusal as exhibitor or against the imposition of sanctions (item 2 "Eligibility", clause 2.3 and 2.5, in the Conditions of Participation Special Section).

The arbitration body decision will be final. The arbitration procedure will be governed by the following.

§ 2

The fourteen day period shall be deemed to begin three days after the notice of refusal or imposition of sanctions is sent by recorded delivery by the GFDI. For appeal purposes the company refused or subject to sanctions must submit in writing the reasons why the decision reached is incorrect. At the same time the company refused or subject to sanctions must nominate an arbiter. The submission against the refusal or sanctions and the nomination of an arbiter must be sent to the GFDI at Aachener Str. 1053-1055, 50858 Cologne, Germany by recorded delivery.

§ 3

The GFDI will nominate their arbiter within 14 days of receipt of the appeal submission. The two nominated arbiters must then agree within three weeks on a chairman. If the two arbiters cannot agree on a chairman, then one will be nominated by the President of the Cologne Chamber of Industry and Commerce.

§ 4

The arbitration body can reach a decision on the basis of the documentation submitted. If however one of the parties demands a verbal hearing, such a hearing must be carried out. The findings must be set out in writing. The arbitration body shall send the findings to both parties by recorded delivery.

§ 5

The costs of the arbitration procedure are in accordance with the German Lawyers' Fees Act (Rechtsanwaltsvergütungsgesetz) of 5th May 2004 in the applicable version in proceedings before the higher regional courts. The arbitration body shall demand from both parties an appropriate prepayment. The body shall only commence proceedings after receipt of these prepayments.

§ 6

German law shall be valid.

4 Medical Products

The exhibitor is obligated to display his products at IDS in compliance with German legal regulations, in particular with the Act on Medical Devices and the German Pharmaceuticals Act. It should be noted that exhibitors must label their products with the CE symbol. Products that do not comply with these requirements may only be exhibited if the product bears a clearly visible note that it does not conform to legal requirements and therefore cannot be bought until such conformity is achieved.

5 Commercial property rights

5.1 Koelnmesse GmbH does not want any exhibitors who, in the process of producing, disseminating, selling, owning or advertising their products, violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense. If a final court decision has determined that an exhibitor at one of Koelnmesse GmbH's events has violated laws of the kind mentioned in clause 1, Koelnmesse GmbH is entitled to bar that exhibitor from the next event of this kind after the court decision is res judicata if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

5.2 You will find more detailed information in the No Copy! brochure. (www.ids-cologne.de)

6 Costs

Participation fee: per m² floor space 273.00 Euro (minimum stand space 12 m²). The participation fee does not include the provision of partition walls.

The participation fee will be calculated according to the dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not provide grounds for a reduction in the participation fee.

Further information and additional regulations regarding the participation fee can be found in item IV of the General Section of the Conditions of

Participation.

Energy consumption

9.00 Euro per m² of occupied stand space as a proportional flat-rate charge.

Down payment for services

Koelnmesse shall be entitled to charge a reasonable down payment for the services used for the event in question – e.g. electrical and water connections, stand cleaning, etc. The down payment for services shall be assessed on the basis of the services charged for the previous event. For exhibitors who have not participated in the previous event, the down payment shall total to 36.50 Euro per square metre – plus the obligatory media services (Media Package) in the amount of 389.00 Euro.

Once the event has ended, a separate final invoice for services will be issued; the down payment will be applied towards this amount. The invoice shall fall due for payment immediately following receipt. If the amount of the down payment should exceed the fees actually incurred for services, the amount by which the down payment exceeds actual charges shall be refunded to the exhibitor. The exhibitor shall have no claim to payment of interest on the down payment.

Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see item V of the General Section of the Conditions of Participation/item 2 of these conditions), a co-exhibitor fee of 400.00 Euro per company will be charged. The price of the Media Package is not included in this fee (see item 10). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

Media services

Use of the media services described in item 10 shall be obligatory and shall cost 389.00 Euro.

VAT

All prices given are net prices. The statutory VAT will be charged separately where applicable.

VAT identification number

As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service – a so-called event service – in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the application form in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers.

Reimbursement of VAT

If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further details are available on the Internet at: www.bzst.bund.de.

Costs in the event of non-participation

Prior to receipt of acceptance / stand space confirmation

If you withdraw your application to participate before you receive the acceptance/stand space confirmation, you will have to pay a fee of 500.00 Euro.

After receipt of acceptance / stand space confirmation

You cannot normally withdraw from the contract after you have received the admission / stand space confirmation. The regulations contained in item II of the General Section of the Conditions of Participation apply. In the event of non-participation, companies that have applied for a trade fair must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation fee subject, however,

to the minimum fee of 500.00 Euro.

Stand construction by Koelnmesse

If you have also ordered stand construction services from Koelnmesse, you may cancel the stand construction order only if you do so no later than six weeks before the stand construction period officially begins. The date on which Koelnmesse receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse is entitled to charge a flat-rate fee for the costs incurred. These costs amount to 30% of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of construction, 50% of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of construction, and 100% of the agreed fee in the event of a cancellation at a later time or during the construction of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

In a case where the stand construction has been ordered independently of the registration of a stand area, the provisions of Koelnmesse Group's General Terms and Conditions for services apply. You can download Koelnmesse Group's General Terms and Conditions for services from the event's website or from www.koelnmesse-service-portal.de.

You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the amount charged.

7 Stand sizes and shapes

The minimum stand size is 12 m².

Please note that hall pillars and other fixed construction elements may be present in the rented stand area. Minor deviations from the requested stand size do not entitle an objection to be made under item II of the General Section of the Conditions of Participation. Trade fair partition walls for separating the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee at Koelnmesse Service Portal.

Stand construction is not included

Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

Stand construction and design must adhere to all regulations that are valid in Germany (including the regulations of the Sonderbauverordnung, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines must also be complied with. All these provisions apply to your own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by you or on your behalf in connection with the construction and design of the stand. You are responsible for ensuring that all persons working on behalf of your trade fair participation know and comply with the aforementioned provisions and regulations. You must supervise the persons working on your behalf to ensure that they adhere to the regulations.

The **maximum stand construction height is 4.00 m**. This is also the maximum allowable height for all company and product signs and all types of advertising. Constructions suspended from the ceiling in order to illuminate the trade fair stand (insofar as they are not connected to the stand and do not form a visual unit with it) may, **with the written permission of the organisers**, be attached higher than the maximum construction height of 4.00 metres. **Two storey-constructions are not allowed.**

Assuming that the Technical Guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for onestorey stands in the halls. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, **and at least 6 weeks before the event commences.**

These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

Stand construction may not commence until the exhibitor has received a copy

bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to provide the notice of approval. The exhibitor is also aware of the fact that in exceptional cases at his/her request and on his/her account the stand construction documents must be submitted to the responsible authorities for scrutiny.

Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be immediately complied with. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

If at all possible, the trade fair company (Koelnmesse) will try to provide the stand in the desired form. The following terms are used for the stands:

Terrace stand:	one side open
Corner stand:	two sides open
Two-corner stand:	three sides open
Island stand:	four sides open

Deviations from the requested stand shape do not entitle an objection to be made under item II of the General Section of the Conditions of Participation.

The stand must be constructed to comply with the form of the stand confirmed. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space.

Banners, company signs and other objects are not permitted to encroach into the aisles.

Koelnmesse GmbH also offers a completely outfitted turnkey stand system. Order forms S.01 to S.09 can be found at Koelnmesse Service Portal, stand construction service.

For information about alternative types of stand construction, please contact Koelnmesse Service Portal, stand construction service. For a surcharge, exhibitors can rent further equipment in addition to the standard furnishings.

8 Exhibitor and work passes

Exhibitor passes

Each exhibitor receives free of charge and valid for the period from the first day on which construction work begins to the final day of dismantling:

- 4 passes for a stand of up to 18 m²
- One pass for each additional 6 m² or part thereof.

The passes are sent together with the invoice for the participation fee. If more exhibitor passes are needed for stand personnel, they can be requested from the Koelnmesse Exhibitor Service for a fee (Form 1.50).

Work passes

You will also receive free passes that allow people commissioned by you or who work on your behalf to access the fair grounds in order to construct and dismantle your stand. These passes are only valid up to the start and after the end of the event. They do not entitle the holders to enter the grounds during the event.

- 2 passes for a stand of up to 18 m²
- One pass for each additional 6 m² or part thereof.

These passes will also be sent together with the invoice for the participation

fee.

Exchange and return of passes

All passes are for specific individuals and are non-transferable. If stand personnel change during the event, you can exchange a used exhibitor pass (i. e. one bearing a name) one time and free of charge for a new pass. The passes are issued by the Exhibitor Services Centre. Exhibitor and work passes that were paid for but not used can be returned to Koelnmesse until the last day of the trade fair for a refund of the fee. Transferring a pass to a third party – whether sold or given free of charge – is not permitted and represents a severe violation of the Conditions of Participation, in accordance with item VI of the General Section of the Conditions of Participation.

9 Rules on selling

In view of the professional nature of the event, the direct sale and openpricelabelling of exhibits or samples on the stands are not permitted. This regulation does not apply to printed matter such as trade publications and specialist journals. Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

10 Media services (Media Package)

Obligatory media services

Koelnmesse issues official trade fair media to accompany the events it hosts. The obligatory components of these media are as follows:

- Entry in the alphabetical list of exhibitors in all available fair media
- Display of all product groups as selected in form 1.30 in all available fair media
- Inclusion and activation for IDS Matchmaking365
- Activation for the IDS Schedule Organiser Online
- Entry in the Route Planner Online

Costs for inclusion in the Media Package

Use of the media services listed under item 10 is mandatory for all represented companies, co-exhibitors and other companies represented and costs 389.00 Euro. Our official contractual partner, Neureuter Fair Media, provides you with all order information and documents for the offered media services. Please note that your company's participation requires Koelnmesse's approval. Therefore this approval is also a prerequisite for any offers or order confirmations.

Please note: The editorial deadline is 28.11.2018.

If an exhibitor still has not submitted an order to Neureuter Fair Media by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on application form 1.10 or 1.20/1.21. Where possible, applications and orders received later will also be included in the official fair media. If Koelnmesse receives orders and applications later than the official editorial and advertising deadline, Koelnmesse shall accept no guarantee for provision of any media services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media, or claims for damages.

Responsibility/release of Koelnmesse from liability

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which in turn shall be entitled to commission another company with concrete execution and with advertisements. The advertiser shall be responsible for the content of advertisements and entries, and for any damages resulting therefrom. Koelnmesse does not accept responsibility for printing errors, incorrect placement, errors and omissions or faulty printing.

11 Advertising

In order to preserve the overall character of the event and to protect the

exhibitors and visitors from irritating or illegal activities, the following advertising measures are forbidden:

- Exceeding the binding maximum stand height.
- Distribution of printed matter and advertising material in the aisles, halls or anywhere within the exhibition centre grounds.
- Any acoustic and optical presentations with have neither been registered nor approved.
- Presentations and advertising activities of any kind which take place in the aisles.
- Competitions or raffles, including those outside the trade fair stand, during which participants are obliged to enter the stand of the advertiser are not permitted. The exhibitor bears responsibility for the legality of competitions, raffles etc.
- Advertising of an ideological or political nature.

In the event of severe violations of the Conditions of Participation, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds – especially claims for damages – are excluded in this case.

12 Accompanying events

Accompanying events are prohibited during IDS opening hours. Accompanying events include events such as product presentations or demonstrations, for which exhibitors guide and/or receive visitors outside the trade fair stand areas. It is irrelevant whether an event is intended for all visitors or only a specially invited group of visitors.

Purely internal company events held by exhibitors to inform or train their own company employees, for example, are permitted.

Please contact Koelnmesse when in doubt as to whether your event is an accompanying event as defined in § 1 or an internal event in accordance with § 2.

13 "Infoscout" – Visitor Information System

Information about your company, as provided on forms 1.10 to 1.30, will be made available to interested visitors at the information stands in the halls during the trade fair. In addition, you may use Koelnmesse's "Infoscout" electronic information system to **publish vacancies for trade representatives**.

You can use form 1.40 to specify this offer in terms of products, countries or regions.

Exhibitors and visitors can use the "Infoscout" system **free of charge**.

14 Requirement for a written document

All explanations must be specified in writing.

15 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions.

Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

16 General Section of the Conditions of Participation, Technical Guidelines

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.