

**General Terms and Conditions of Exhibition  
and Sponsoring**  
of CPO HANSER SERVICE GmbH — Berlin and  
CPO HANSER SERVICE — Hanser & Co GmbH — Hamburg  
hereinafter known as CPO HANSER SERVICE  
**Information Sheet AB 19**

## **1. Exhibition**

### **1.1 Event**

CPO HANSER SERVICE is organising the exhibition described in the offer for sponsors and exhibitors that it has issued. The information and dates in the offer are components of these Terms and Conditions of Exhibition and Sponsoring. Any projections regarding the expected number of visitors that have been issued by CPO HANSER SERVICE are non-binding.

### **1.2 Registration**

Registration is possible either by sending an informal letter or by using the “Standard Registration” form provided by CPO HANSER SERVICE. The provision of the form does not establish any claim to later acceptance. Unilateral modifications and reservations expressed by the exhibitor do not have any legal effect unless CPO HANSER SERVICE has confirmed them in writing. In submitting the form “Stand Registration”, the exhibitor submits a binding offer for the conclusion of a contract as an exhibitor. CPO HANSER SERVICE is not obligated to accept the offer.

### **1.3 Acceptance and payment of the stand rental**

The acceptance as an exhibitor is agreed in writing (e.g. by email) between CPO HANSER SERVICE and the exhibitor. The content of the contractual agreement is determined by the data in the Stand Registration form and in accordance with these General Terms and Conditions of Exhibition and Sponsoring. If and when CPO HANSER SERVICE and the exhibitor agree in writing on modifications of, or amendments to, the General Terms and Conditions of Exhibition and Sponsoring, any such modifications or amendments shall take priority over deviating regulations in the General Terms and Conditions of Exhibition and Sponsoring. CPO HANSER SERVICE will decide about the acceptance of exhibitors and the exhibits and of the initially non-binding reservation of an exhibition space after reviewing the application forms. The exhibitor does not have any legal claim to acceptance.

CPO HANSER SERVICE is entitled to revoke any issued acceptance and thereby to rescind the contract if and when the acceptance was issued on the basis of inaccurate information or the prerequisites for acceptance are no longer fulfilled at a later time. The exhibitor will receive an invoice for the stand rental together with the confirmation of acceptance. The invoice is due and payable to CPO HANSER SERVICE within 14 days of the invoice date.

In the event the payment deadline is not observed and a subsequent period for payment of 10 days has been set, CPO HANSER SERVICE is entitled to rescind the contract and to require payment of damages.

### **1.4 Space assignment and space change**

The final space assignment will be issued in writing when CPO HANSER SERVICE knows the number of attending exhibitors. CPO HANSER SERVICE will assign the space in consideration of the topic and the structure of the exhibition as well as of the available premises.

The order in which the registrations are received is not the solely decisive criterion for the space assignment. If necessary, CPO HANSER SERVICES is entitled to modify size, form and location of the assigned stand even after the space assignment.

CPO HANSER SERVICE will notify the exhibitor without delay of any such actions, whereby it will as far as possible assign to the exhibitor another stand of equivalent status. If the stand rental changes, the difference will be either reimbursed or billed.

In the event of an unreasonable change, the exhibitor is entitled to object to the change within three days after receipt of the notification. If CPO HANSER SERVICE is unable to offer a reasonable alternative to the exhibitor, the exhibitor has the right to rescind the contract within a period of an additional three days. Claims for damages relating to any such changes are hereby precluded for both parties. In all other respects, the exhibitor must accept that the position of the other stands as originally assigned may have changed and thus deviates from the original plan. Exchanging the assigned space with other exhibitors as well as the temporary or complete relinquishment of the space to third parties without the consent of CPO HANSER SERVICE is prohibited.

### **1.5 Cancellation of the registration**

The registration may be cancelled at any time until it has been accepted. A handling fee of €500.00, excluding VAT, shall be paid. Once the registration has been confirmed, cancellation or reduction by the exhibitor is no longer possible. The full stand rental along with any secondary costs that have actually been incurred shall be paid in full insofar as CPO HANSER SERVICE is unable to rent the space to other parties. In the latter case, the exhibitor pays 20% of the stand rental as a handling fee.

If an accepted exhibitor who does not attend the exhibition proposes another exhibitor who is accepted by CPO HANSER SERVICE and takes over the space in lieu of the exhibitor, the original exhibitor shall pay 20% of the stand rental as a handling fee.

### **1.6 Force Majeure at conference venue**

None of the contracting parties can be made liable for non-fulfilment of its contractual obligations, if the non-fulfilment arises from circumstances which the party involved has no control of. This includes, but is not limited to, force majeure, as described in article 1.7. The force majeure must arise at the conference venue of the respective event.

### **1.7 Rescheduling and cancellation of the exhibition**

In the event of compelling circumstances for which CPO HANSER SERVICE is not accountable, it is entitled to postpone, shorten, extend, temporarily close (in whole or in part) or cancel the exhibition or transform it into a virtual one. Compelling circumstances apply in particular if an event/an exhibition is cancelled due to force majeure, due to operational disruptions for which the organiser or CPO are not responsible or due to official orders, e.g. by the health authorities. Force majeure is also any event that prevents the organizer from holding the event, including war, warlike actions, acts of terrorism, civil unrests, natural disasters, restraints in public transportation or of basic services such as electricity, food, fuel, fire damage, floods, strikes and lawful lockouts. In the event of a postponement of the dates of the exhibition, the registration remains binding for a period of nine months.

### **1.8 Stand Assembly and design**

The existing circumstances are accepted when the exhibitor takes possession of the stand space. The stand shall be assembled in such a manner that compliance with the regulations of construction and fire safety and other public law regulations as well as with the house rules and the terms and Conditions of Exhibition and Sponsoring of the lessor of the event venue (congress centre, municipal hall, hotel) is assured.

The exhibitor shall comply with the technical guidelines that are sent to it with the acceptance confirmation (insofar as CPO is in possession of such guidelines). If appropriate, approval of the local building inspection authorities shall be obtained. CPO HANSER SERVICE does not assume any liability for the completeness of any and all public-law or other regulations that are provided.

It is the exhibitor's responsibility to determine in good time the spatial circumstances and their suitability for the intended purpose. The internal design of the stand is left up to the exhibitor. It should be conceived in such a fashion that it is in harmony with the general appearance. CPO HANSER SERVICE may dispose of any stand spaces that are not utilised or constructed as scheduled. The defaulting exhibitor may not assert any claims to either damages or reimbursement of the stand rental. If and when the exhibitor's planning indicates that it will require more time for the stand construction than has been stated in the offer for participation in the exhibition, special agreements may be concluded with CPO HANSER SERVICE.

The stand must be properly equipped and staffed by qualified personnel at all times throughout the announced opening hours of the exhibition.

### **1.9 Official permits**

The exhibitor is responsible for any and all public-law permits and approvals required for the operation of the exhibition stand and presentation of its products and services unless the obtaining of such permits and approvals is mandatory for CPO HANSER SERVICE or the lessor of the event venue. The official permits that must be obtained by the exhibitor include, but are not limited to, the fire safety permit for the stand constructed by the exhibitor and the approvals for the medicines and products presented by the exhibitor.

### **1.10 Dismantling**

The dismantling of the stand may not commence until after the close of the exhibition on the final day of the exhibition. Exhibits, including any stand construction material, packaging or similar materials that have not been removed by the end of the dismantling period will, at the exhibitor's expense and risk, be taken away and, at CPO HANSER SERVICE's option, either be destroyed or sold in accordance with the provisions for the sale of pledges (Sections 814–825 ZPO [Code of Civil Procedure]). The exhibitor is entitled to any proceeds from the sale less any and all costs, including the costs incurred by CPO HANSER SERVICE. Any damage to the exhibition premises will be repaired at the exhibitor's expense solely upon request of the lessor of the event venue and by the companies engaged by the latter.

### **1.11 Advertising**

The exhibiting companies may display advertising solely within the stands they have rented. Any and all advertising materials shall be deployed in such a manner that they do not impair the safety of the event and do not disturb any other parties. The above provision applies in particular to moving and audio advertising materials as well as to electronic means of advertising that establish a connection with the communications media of exhibition visitors.

### **1.12 Security**

The lessor of the event venue is obligated to provide general security surveillance. Surveillance of a specific stand will not be provided. Special security guards may be assigned solely by a security company engaged by CPO HANSER SERVICE and the lessor of the event venue.

### **1.13 Cleaning**

The lessor of the event venue is required to provide daily cleaning of the aisles. The exhibiting company is obligated to maintain the cleanliness of its stand during opening hours. CPO HANSER SERVICE does not assume any cleaning obligations.

### **1.14 Insurance**

CPO HANSER SERVICE bears solely its own statutory liability risk as event organiser for the exhibition. It has concluded a liability insurance policy (covering personal injury and material damage) so that it is protected from any claims for which it can be held accountable pursuant to statutory provisions.

The risks of individual exhibitors are not covered by this policy. The exhibitors are obligated to obtain adequate insurance cover on their own initiative. In particular, they shall conclude a liability insurance policy that covers personal injury and material damage relating to the exhibition. Additional insurance covering loss of, or damage to, the exhibition items during the exhibition and during transport is recommended because CPO HANSER SERVICE does not assume any liability for such occurrences.

### **1.15 Catering**

In accordance with the requirements of the lessor of the event venue, catering shall be provided solely by the catering company operating at the event venue.

### **1.16 Breaches of the Terms and Conditions of Exhibition and Sponsoring**

If and when the exhibiting company or its authorised representatives are in breach of the Terms and Conditions of Exhibition and Sponsoring and the related actions are not, or cannot be, remedied pursuant to a pertinent request and the setting of a reasonable period, CPO HANSER SERVICE reserves the right to close the stand or to have it removed at the exhibitor's expense. The exhibitor does not have any claims to damages in such a case.

### **1.17 Exclusion period**

The exhibitor shall exert claims of any and every nature against CPO HANSER SERVICE in writing no later than three months after the end of the exhibition. Any claims that have not been asserted in writing within this period are forfeit.

The exhibitor may offset counterclaims solely if and when they are undisputed or have been finally adjudicated.

### **1.18 Liability**

CPO HANSER SERVICE will pay damages or reimburse any expenses incurred in vain — regardless of the legal grounds (e.g. based on debt relationships from legal and similar transactions, material and legal defects, breach of obligations and actions in tort) — solely within the following scope:

- The liability for wilful intent is unlimited;
- In the event of gross negligence, CPO HANSER SERVICE is liable in the amount of the typical loss or damage that is also foreseeable at the time of the conclusion of the contract;
- In the event of the breach of a cardinal obligation that is not caused by gross negligence (cardinal obligations are those obligations that must be fulfilled if the orderly performance of the contract is to be at all possible, that the other party normally expects, and may reasonably expect, to be fulfilled and that the breach of which puts the achievement of the purpose of the contract at risk), CPO HANSER SERVICE is liable in the amount of loss or damage foreseeable at the time of the conclusion of the contract and that is typical for the contract.

In the event of harm to life, body and health and of mandatory claims pursuant to the Product Liability Act, the statutory regulations apply without any limitations.

The liability regulations above apply as well to legal representatives, executive employees and any other vicarious agents of CPO HANSER SERVICE. Any claims for damages to which CPO HANSER SERVICE is entitled with respect to third parties are assigned in advance to the exhibitor insofar as the exhibitor has claims against CPO HANSER SERVICE in the same matter. The exhibitor accepts the assignment in advance. CPO HANSER SERVICE covenants to support the exhibitor to the best of its ability in the assertion of the latter's legitimate claims for damages.

### **1.19 Compliance with legal provisions**

CPO HANSER SERVICE will comply with the applicable statutory provisions, in particular, but not limited to, the requirements of the Pharmaceuticals Act and the Pharmaceutical Advertising Act, and, in addition, the requirements of the codices for members of the association "Voluntary Self-regulation of the Pharmaceutical Industry" (*Freiwillige Selbstkontrolle für die Arzneimittelindustrie e.V. – FSA*) and for members of the association "Pharmaceuticals and Cooperation in the Health Care Sector" (*Arzneimittel und Kooperation im Gesundheitswesen e.V. – AKG*) and the requirements of the "Common position on the criminal evaluation of cooperation between industry, medical institutions and their employees" (*Gemeinsamer Standpunkt zur strafrechtlichen Bewertung der Zusammenarbeit zwischen der Industrie, medizinischen Einrichtungen und deren Mitarbeitern*) insofar as this is required during the performance of the contractual services of CPO HANSER SERVICE. CPO HANSER SERVICE cannot be held liable for actions of third parties, in particular of sponsors and exhibitors, who are in violation of statutory provisions, in particular, but not limited to, those provisions mentioned above.

### **1.20 Data Privacy**

The exhibitor acknowledges that CPO HANSER SERVICE stores the data regarding the exhibitor's person required for the fulfilment of the contract for the purposes of automatic processing.

CPO HANSER SERVICE complies with statutory provisions pursuant to Articles 5 and 6 of the EU General Data Protection Regulation (GDPR) during all phases of personal data processing (e.g. collection, processing and transfer). The exhibitor's data required for the handling of the transaction are stored and, as necessary for the fulfilment of the contract with the exhibitor, transferred in the required scope to service providers and suppliers engaged by CPO HANSER SERVICE. Within the scope of what is legally permissible and in consideration of the exhibitor's legitimate interests in precluding the transfer or use, CPO HANSER SERVICE may transfer address and solvency data to its bank (DB Privat- und Firmenkundenbank AG) and request a review of solvency and creditworthiness for the duration of the contractual relationship.

### **1.21 Place of performance, choice of court, miscellaneous**

Place of performance for the services of CPO HANSER SERVICE is the venue of the event; for the exhibitor's performance, it is the location at which CPO HANSER SERVICE has its registered office. The parties also agree to the registered office of CPO HANSER SERVICE as judicial venue. The contract is governed by the laws of Germany.

The agreement regarding the choice of court applies solely if and when the exhibitor is a merchant and to persons who do not have a general place of jurisdiction in Germany. In the event that individual provisions of these Terms and Conditions of Exhibition and Sponsoring are invalid, the validity of the remaining provisions will not be affected. Any invalid provisions shall be replaced by correspondingly valid provisions that come closest in legally permissible form to the commercial intent of the sense and purpose of these Terms and Conditions of Exhibition and Sponsoring. The above provision applies *mutatis mutandis* in the event of an omission in the provisions of these Terms and Conditions.

## **2. Sponsoring**

### **2.1 Event**

CPO HANSER SERVICE is organising the event described in the offer for sponsors and exhibitors that it has issued. The information and dates in the offer are components of these Terms and Conditions of Exhibition and Sponsoring. Any projections regarding the expected number of visitors that have been issued by CPO HANSER SERVICE are non-binding.

### **2.2 Registration**

Registration is possible either by sending an informal letter or by using the sponsorship form provided by CPO HANSER SERVICE. The provision of the form does not establish any claim to later acceptance. Unilateral modifications and reservations expressed by the sponsor do not have any legal effect unless CPO HANSER SERVICE has confirmed them in writing. In submitting the sponsorship form, the sponsor submits a binding offer for the conclusion of a contract as a sponsor. CPO HANSER SERVICE is not obligated to accept the offer.

### **2.3 Acceptance and payment**

The acceptance as a sponsor is agreed in writing (e.g. by email) between CPO HANSER SERVICE and the sponsor. The content of the contractual agreement is determined by the data in the sponsorship form and in accordance with these General Terms and Conditions of Exhibition and Sponsoring. If and when CPO HANSER SERVICE and the sponsor agree in writing on modifications of, or amendments to, the General Terms and Conditions of Exhibition and Sponsoring, any such modifications or amendments shall take priority over deviating regulations in the General Terms and Conditions of Exhibition and Sponsoring. CPO HANSER SERVICE will decide about the acceptance of sponsors and after reviewing the sponsorship forms. The sponsor does not have any legal claim to acceptance.

CPO HANSER SERVICE is entitled to revoke any issued acceptance and thereby to rescind the contract if and when the acceptance was issued on the basis of inaccurate information or the prerequisites for acceptance are no longer fulfilled at a later time. The sponsor will receive an invoice with the confirmation of acceptance. The invoice is due and payable to CPO HANSER SERVICE within 14 days of the invoice date. In the event the payment deadline is not observed and a subsequent period for payment of 10 days has been set, CPO HANSER SERVICE is entitled to rescind the contract and to require payment of damages.

### **2.4 Cancellation**

Once the registration/invoice has been confirmed, cancellation or reduction by the sponsor is no longer possible. The full amount along with any secondary costs that have been incurred shall be paid in full.

### **2.5 Force Majeure at conference venue**

None of the contracting parties can be made liable for non-fulfilment of its contractual obligations, if the non-fulfilment arises from circumstances which the party involved has no control of. This includes, but is not limited to, force majeure, as described in article 2.6. The force majeure must arise at the conference venue of the respective event.

### **2.6 Rescheduling and cancellation of the event**

In the event of compelling circumstances for which CPO HANSER SERVICE is not accountable, it is entitled to postpone, shorten, extend, temporarily close (in whole or in part) or cancel the event or transform it into a virtual one. Compelling circumstances apply in particular if an event is cancelled due to force majeure, due to operational disruptions for which the organiser or CPO are not responsible or due to official orders, e.g. by the health authorities. Force majeure is also any event that prevents the organizer from holding the event, including war, warlike actions, acts of terrorism, civil unrests, natural disasters, restraints in public transportation or of basic services such as electricity, food, fuel, fire damage, floods, strikes and lawful lockouts. In the event of a postponement of the dates of the event, the registration remains binding for a period of nine months.

### **2.7 Official permits**

The sponsor is responsible for any and all public-law permits and approvals required for the operation of the event and presentation of its products and services unless the obtaining of such permits and approvals is mandatory for CPO HANSER SERVICE or the lessor of the event venue. The official permits that must be obtained by the sponsor include, but are not limited to, the fire safety permit for the stand constructed by the sponsor and the approvals for the medicines and products presented by the sponsor.

## **2.8 Insurance**

CPO HANSER SERVICE bears solely its own statutory liability risk as event organiser for the event. It has concluded a liability insurance policy (covering personal injury and material damage) so that it is protected from any claims for which it can be held accountable pursuant to statutory provisions. The risks of individual sponsors are not covered by this policy. The sponsors are obligated to obtain adequate insurance cover on their own initiative.

## **2.9 Catering**

In accordance with the requirements of the lessor of the event venue, catering shall be provided solely by the catering company operating at the event venue.

## **2.10 Exclusion period**

The sponsor shall exert claims of any and every nature against CPO HANSER SERVICE in writing no later than three months after the end of the event. Any claims that have not been asserted in writing within this period are forfeit.

The sponsor may offset counterclaims solely if and when they are undisputed or have been finally adjudicated.

## **2.11 Liability**

CPO HANSER SERVICE will pay damages or reimburse any expenses incurred in vain — regardless of the legal grounds (e.g. based on debt relationships from legal and similar transactions, material and legal defects, breach of obligations and actions in tort) — solely within the following scope:

- The liability for wilful intent is unlimited;
- In the event of gross negligence, CPO HANSER SERVICE is liable in the amount of the typical loss or damage that is also foreseeable at the time of the conclusion of the contract;
- In the event of the breach of a cardinal obligation that is not caused by gross negligence (cardinal obligations are those obligations that must be fulfilled if the orderly performance of the contract is to be at all possible, that the other party normally expects, and may reasonably expect, to be fulfilled and that the breach of which puts the achievement of the purpose of the contract at risk), CPO HANSER SERVICE is liable in the amount of loss or damage foreseeable at the time of the conclusion of the contract and that is typical for the contract.

In the event of harm to life, body and health and of mandatory claims pursuant to the Product Liability Act, the statutory regulations apply without any limitations.

The liability regulations above apply as well to legal representatives, executive employees and any other vicarious agents of CPO HANSER SERVICE. Any claims for damages to which CPO HANSER SERVICE is entitled with respect to third parties are assigned in advance to the sponsor insofar as the sponsor has claims against CPO HANSER SERVICE in the same matter. The sponsor accepts the assignment in advance. CPO HANSER SERVICE covenants to support the sponsor to the best of its ability in the assertion of the latter's legitimate claims for damages.

## **2.12 Compliance with legal provisions**

CPO HANSER SERVICE will comply with the applicable statutory provisions, in particular, but not limited to, the requirements of the Pharmaceuticals Act and the Pharmaceutical Advertising Act, and, in addition, the requirements of the codices for members of the association *Freiwillige Selbstkontrolle der Arzneimittelindustrie e.V.* and for members of the association *Arzneimittel und Kooperation im Gesundheitswesen e.V.* and the requirements of the *Gemeinsamer Standpunkt zur strafrechtlichen Bewertung der Zusammenarbeit zwischen der Industrie, medizinischen Einrichtungen und deren Mitarbeitern* insofar as this is required during the performance of the contractual services of CPO HANSER SERVICE. CPO HANSER SERVICE cannot be held liable for actions of third parties, in particular of sponsors and exhibitors, who are in violation of statutory provisions, in particular, but not limited to, those provisions mentioned above.

## **2.13 Data Privacy**

The sponsor acknowledges that CPO HANSER SERVICE stores the data regarding the sponsor's person required for the fulfilment of the contract for the purposes of automatic processing.

CPO HANSER SERVICE complies with statutory provisions pursuant to Articles 5 and 6 of the EU General Data Protection Regulation (GDPR) during all phases of personal data processing (e.g. collection, processing and transfer). The sponsor's data required for the handling of the transaction are stored and, as necessary for the fulfilment of the contract with the sponsor, transferred in the required scope to service providers and suppliers engaged by CPO HANSER SERVICE. Within the scope of what is legally permissible and in consideration of the sponsor's legitimate interests in precluding the transfer or use, CPO HANSER SERVICE may transfer address and solvency data to its bank (DB Privat- und Firmenkundenbank AG) and request a review of solvency and creditworthiness for the duration of the contractual relationship.

#### **2.14 Place of performance, choice of court, miscellaneous**

Place of performance for the services of CPO HANSER SERVICE is the venue of the event; for the sponsor's performance, it is the location at which CPO HANSER SERVICE has its registered offices. The parties also agree to the registered offices of CPO HANSER SERVICE as judicial venue. The contract is governed by the laws of Germany.

The agreement regarding the choice of court applies solely if and when the sponsor is a merchant and to persons who do not have a general place of jurisdiction in Germany. If individual provisions of these Terms and Conditions of Exhibition and Sponsoring are invalid, the validity of the remaining provisions will not be affected. Any invalid provisions shall be replaced by correspondingly valid provisions that come closest in legally permissible form to the commercial intent of the sense and purpose of these Terms and Conditions of Exhibition and Sponsoring. The above provision applies *mutatis mutandis* in the event of an omission in the provisions of these Terms and Conditions.

### **3. Virtual Exhibition and Sponsoring**

CPO HANSER SERVICE is entitled to transform a live congress into a virtual congress if circumstances demand it. If a live congress is transformed into a virtual congress, the following regulations apply:

#### **3.1 Event**

CPO HANSER SERVICE is organising the virtual congress and exhibition described in the offer for sponsors and exhibitors that it has issued. The information and dates in the offer are components of these Terms and Conditions of Exhibition and Sponsoring. Any projections regarding the expected number of visitors that have been issued by CPO HANSER SERVICE are non-binding.

#### **3.2 Registration**

Registration is possible by sending an informal letter. Unilateral modifications and reservations expressed by the exhibitor/sponsor do not have any legal effect unless CPO HANSER SERVICE has confirmed them in writing. In sending the informal letter, the exhibitor/sponsor submits a binding offer for the conclusion of a contract as an exhibitor/sponsor. CPO HANSER SERVICE is not obligated to accept the offer.

#### **3.3 Acceptance and payment as exhibitor**

The acceptance as an exhibitor is agreed in writing (e.g. by email) between CPO HANSER SERVICE and the exhibitor. The content of the contractual agreement is determined by the data in the letter sent by the company and in accordance with these General Terms and Conditions of Exhibition and Sponsoring. If and when CPO HANSER SERVICE and the exhibitor agree in writing on modifications of, or amendments to, the General Terms and Conditions of Exhibition and Sponsoring, any such modifications or amendments shall take priority over deviating regulations in the General Terms and Conditions of Exhibition and Sponsoring. CPO HANSER SERVICE will decide about the acceptance of exhibitors and the exhibits and of the initially non-binding reservation of an exhibition space after reviewing the applications. The exhibitor does not have any legal claim to acceptance.

CPO HANSER SERVICE is entitled to revoke any issued acceptance and thereby to rescind the contract if and when the acceptance was issued on the basis of inaccurate information or the prerequisites for acceptance are no longer fulfilled at a later time. The exhibitor will receive an invoice for the space rental together with the confirmation of acceptance. The invoice is due and payable to CPO HANSER SERVICE within 14 days of the invoice date.

In the event that the payment deadline is not observed and a subsequent period for payment of 10 days has been set, CPO HANSER SERVICE is entitled to rescind the contract and to require payment of damages.

#### **3.4 Acceptance and payment as sponsor**

The acceptance as a sponsor is agreed in writing (e.g. by email) between CPO HANSER SERVICE and the sponsor. The content of the contractual agreement is determined by the data in the sponsorship form and in accordance with these General Terms and Conditions of Exhibition and Sponsoring. If and when CPO HANSER SERVICE and the sponsor agree in writing on modifications of, or amendments to, the General Terms and Conditions of Exhibition and Sponsoring, any such modifications or amendments shall take priority over deviating regulations in the General Terms and Conditions of Exhibition and Sponsoring. CPO HANSER SERVICE will decide about the acceptance of sponsors and after reviewing the sponsorship forms. The sponsor does not have any legal claim to acceptance.

CPO HANSER SERVICE is entitled to revoke any issued acceptance and thereby to rescind the contract if and when the acceptance was issued on the basis of inaccurate information or the prerequisites for acceptance are no longer fulfilled at a later time. The sponsor will receive an invoice with the confirmation of acceptance. The invoice is due and payable to CPO HANSER SERVICE within 14 days of the invoice date. In the event the payment deadline is not observed and a subsequent period for payment of 10 days has been set, CPO HANSER SERVICE is entitled to rescind the contract and to require payment of damages.

### **3.5 Cancellation of the registration**

The registration may be cancelled at any time until it has been accepted. A handling fee of €500.00, excluding VAT, shall be paid. Once the registration has been confirmed, cancellation or reduction by the exhibitor/sponsor is no longer possible. The full amount along with any secondary costs that have actually been incurred shall be paid in full.

### **3.6 Exclusion period**

The exhibitor/sponsor shall exert claims of any and every nature against CPO HANSER SERVICE in writing no later than three months after the end of the event. Any claims that have not been asserted in writing within this period are forfeit.

The exhibitor/sponsor may offset counterclaims solely if and when they are undisputed or have been finally adjudicated.

### **3.7 Liability**

CPO HANSER SERVICE will pay damages or reimburse any expenses incurred in vain — regardless of the legal grounds (e.g. based on debt relationships from legal and similar transactions, material and legal defects, breach of obligations and actions in tort) — solely within the following scope:

- The liability for wilful intent is unlimited;
- In the event of gross negligence, CPO HANSER SERVICE is liable in the amount of the typical loss or damage that is also foreseeable at the time of the conclusion of the contract;
- In the event of the breach of a cardinal obligation that is not caused by gross negligence (cardinal obligations are those obligations that must be fulfilled if the orderly performance of the contract is to be at all possible, that the other party normally expects, and may reasonably expect, to be fulfilled and that the breach of which puts the achievement of the purpose of the contract at risk), CPO HANSER SERVICE is liable in the amount of loss or damage foreseeable at the time of the conclusion of the contract and that is typical for the contract.

In the event of harm to life, body and health and of mandatory claims pursuant to the Product Liability Act, the statutory regulations apply without any limitations.

The liability regulations above apply as well to legal representatives, executive employees and any other vicarious agents of CPO HANSER SERVICE. Any claims for damages to which CPO HANSER SERVICE is entitled with respect to third parties are assigned in advance to the exhibitor/sponsor insofar as the exhibitor/sponsor has claims against CPO HANSER SERVICE in the same matter. The exhibitor/sponsor accepts the assignment in advance. CPO HANSER SERVICE covenants to support the exhibitor/sponsor to the best of its ability in the assertion of the latter's legitimate claims for damages.

### **3.8 Compliance with legal provisions**

CPO HANSER SERVICE will comply with the applicable statutory provisions, in particular, but not limited to, the requirements of the Pharmaceuticals Act and the Pharmaceutical Advertising Act, and, in addition, the requirements of the codices for members of the association "Voluntary Self-regulation of the Pharmaceutical Industry" (*Freiwillige Selbstkontrolle für die Arzneimittelindustrie e.V. – FSA*) and for members of the association "Pharmaceuticals and Cooperation in the Health Care Sector" (*Arzneimittel und Kooperation im Gesundheitswesen e.V. – AKG*) and the requirements of the "Common position on the criminal evaluation of cooperation between industry, medical institutions and their employees" (*Gemeinsamer Standpunkt zur strafrechtlichen Bewertung der Zusammenarbeit zwischen der Industrie, medizinischen Einrichtungen und deren Mitarbeitern*) insofar as this is required during the performance of the contractual services of CPO HANSER SERVICE. CPO HANSER SERVICE cannot be held liable for actions of third parties, in particular of sponsors and exhibitors, who are in violation of statutory provisions, in particular, but not limited to, those provisions mentioned above.

### **3.9 Legal Issues**

Each exhibitor/sponsor is responsible for the material and information provided online and as exhibitor may only display this at their virtual booth.

### **3.10 Registration of medicinal products**

Companies need to state clearly the label by which promotional materials were developed, to avoid any possible confusion. The promotional material must be accompanied by a statement indicating the countries in which the medicinal product is registered, and by an explanatory statement indicating that registration conditions differ internationally. Additionally, the statement should be prominently displayed (e.g. via a pop-up box or alternative display) informing delegates to refer to prescribing information from their home country as information may be different for each country.



### **3.11 Data Privacy**

The exhibitor/sponsor acknowledges that CPO HANSER SERVICE stores the data regarding the exhibitor's/sponsor's person required for the fulfilment of the contract for the purposes of automatic processing.

CPO HANSER SERVICE complies with statutory provisions pursuant to Articles 5 and 6 of the EU General Data Protection Regulation (GDPR) during all phases of personal data processing (e.g. collection, processing and transfer). The exhibitor's/sponsor's data required for the handling of the transaction are stored and, as necessary for the fulfilment of the contract with the exhibitor/sponsor, transferred in the required scope to service providers and suppliers engaged by CPO HANSER SERVICE. Within the scope of what is legally permissible and in consideration of the exhibitor's/sponsor's legitimate interests in precluding the transfer or use, CPO HANSER SERVICE may transfer address and solvency data to its bank (DB Privat- und Firmenkundenbank AG) and request a review of solvency and creditworthiness for the duration of the contractual relationship.

### **3.12 Place of performance, choice of court, miscellaneous**

Place of performance for both the services of CPO HANSER SERVICE and for the exhibitor's/sponsor's performance is the location at which CPO HANSER SERVICE has its registered offices. The parties also agree to the registered offices of CPO HANSER SERVICE as judicial venue. The contract is governed by the laws of Germany.

The agreement regarding the choice of court applies solely if and when the exhibitor/sponsor is a merchant and to persons who do not have a general place of jurisdiction in Germany. In the event that individual provisions of these Terms and Conditions of Exhibition and Sponsoring are invalid, the validity of the remaining provisions will not be affected. Any invalid provisions shall be replaced by correspondingly valid provisions that come closest in legally permissible form to the commercial intent of the sense and purpose of these Terms and Conditions of Exhibition and Sponsoring. The above provision applies *mutatis mutandis* in the event of an omission in the provisions of these Terms and Conditions.

### **3.13 Observance of Statutory Rules and Regulations**

With respect to the use of the agreed exhibition space, the content of Industry Sponsored Symposia, advertising activities as well as the general admissibility of the activities which the company plans to perform at the congress, the company acknowledges that it shall be solely responsible for the observance of all statutory rules and regulations applicable to the jurisdiction of where the professional congress organizer is based, it being agreed that the organiser shall not be under any obligation to inform the company of such legal provisions.

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CPO HANSER SERVICE  
September 2020