



International Exhibition on Hospital,
Diagnostic, Pharmaceutical, Medical &
Rehabilitation Equipment & Supplies
SÃO PAULO | BRAZIL
5-8 MAY 2020

www.medicalfair-brasil.com

Member of  MEDICALliance

Conditions of Participation

A Special Conditions of Participation

MEDICAL FAIR BRASIL 2020

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A Special Conditions of Participation

1 Organizer

Emme Intermediação de Negócios Ltda
Alameda dos Maracatins, 1217 - Cj. 701
Indianópolis
Zip Code: 04089-014
São Paulo/SP -Brazil
Phone: +55 11 2365-4336
Website: www.emmebrasil.com.br

Messe Düsseldorf GmbH
Messeplatz
Stockumer Kirchstraße 61
40474 Düsseldorf
Germany
Postal address:
P.O. Box 10 10 06
40001 Düsseldorf
Germany
Phone: +49 211 4560-01
Fax: +49 211 4560-668
Website: www.messe-duesseldorf.de

2 Title of event

MEDICAL FAIR BRASIL 2020 (MFB)

3 Sponsors

ABIMO – Brazilian Medical, Dental and Laboratories
Devices Manufactures Association

4 Venue

Expo Center Norte
Rua José Bernardo Pinto, 333 -
Vila Guilherme
Zip Code 02055-000
São Paulo / SP - Brazil

5 Duration, opening times and dates

Stand construction:
01/05 - 04/05/2020
8 am – 8 pm
(On the last day of build-up until 10pm)

The fair:
05/05 - 08/05/2020
1 pm – 8 pm

Stand dismantling:
08/05/2020 – from 8 pm
09/05/2020 – 8 am – 10 pm
10/05/2020 – 8 am – 1 pm

6 Product categories

The offer only comprises products and services for MEDICAL FAIR BRASIL 2020. Main structures of the offer (Substructures to be found in section B):

1. Electromedical equipment/medical technology
2. Laboratory equipment
3. Diagnostics
4. Physiotherapy/orthopaedic technology

5. Commodities and consumer goods
6. Communication and information technology
7. Medical services and publications
8. Others

Only newly manufactured products will be permitted as exhibits. Secondhand 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 Product Categories file 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 Product categories (Part B of the Exhibitor Invitation) will not be considered.

The exhibitor is exclusively responsible for the documentation on ANVISA.

7 Participation fees and other charges

The following net participation fees have been set for MEDICAL FAIR BRASIL 2020. Prices apply as per square metre of floor space.

| | |
|------------------------------------|------------------|
| Row stand (1 side open) | US \$ 240.00/sqm |
| Corner stand (2 sides open) | US \$ 245.00/sqm |
| Front stand (3 sides open) | US \$ 250.00/sqm |
| Block stand (4 sides open) | US \$ 255.00/sqm |

Stand construction: for cancellation conditions see Section 5 of the General Conditions of Participation

| | |
|--|--------------|
| Media fee | US \$ 250.00 |
| City hall taxes | US \$ 180.00 |
| Fire extinguisher (1 per 25sqm) | US \$ 40.00 |
| Co-exhibitor fee | |
| (Fee for displays and presentations of more than one company per stand) | US \$ 750.00 |

The media fee to be paid by every exhibitor serves the publishing of the exhibitor data in the catalogue and electronic media. The basic entry includes company name, address and contact information as well as the main product category. You will receive additional catalogue options from MEDICA FAIR BRASIL team.

The regular minimum stand space is 9 m². Space will be provided in units of a square metre. Projections, pillars, columns and space for installation connections will all be included in space costs.

The participation fee does not include any stand partitions.

The participation and all other charges will be calculated in US Dollar. Such taxes, fees or duties – if applicable – shall be borne and paid by the exhibitor in addition to the contract price as stated. The exhibitor will effect all payments due hereunder without holding of, deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by any governmental authority in connection with this Agreement.

If the exhibitor becomes obligated by law to make such withholding or deduction at source, the exhibitor will pay to MEDICAL FAIR BRASIL such additional amounts as may be necessary to enable MEDICAL FAIR BRASIL to receive on the due date a net amount equal to the full amount which it would have received the payment has not been subject to the taxes.

The exhibitor shall promptly pay all of the taxes, deductions and withholdings and shall not later than eight business days after receiving the same, furnish MEDICAL FAIR BRASIL with such certificates, receipts or other documents confirming receipt by the competent authority of such payments.

8 Exhibitor passes

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

Every exhibitor will receive, free of charge, as many passes will be necessary, for that, just send an e-mail with name, ID member, e-mail address and position until 04/24/2020 at the e-mail: contato@emmebrasil.com.br.

9 Derogations / Additions

By derogation from Item 6 of Part B, General Terms and Conditions of Participation, the following shall apply for MEDICAL FAIR BRASIL:

Distribution shall only be allowed on the stand area as registered. The exhibitor is only permitted to accept orders for/sell/advertise those exhibits/services which are listed on the admission document. Products may not be removed from the stand until after the event has ended. Selling from the stand prior to the end of the show is not permitted. Exhibits may not be removed during the exhibition. Also, legal provisions in force (in particular, such as the law on the marking of prices) shall have to be observed.

The special legal requirements in the Brazilian Government must be adhered to when marketing and exhibiting certain products, e.g. drugs.

B Conditions of Participation General Section

1 Application for space

Applications for space shall be made in duplicate, using only the enclosed form, acknowledging the Conditions of Participation and the subsequently issued Technical Regulations. Completed and officially signed application forms should be sent to:

Emme Intermediação de Negócios Ltda
Alameda dos Maracatins, 1217- Cj. 701
Indianópolis – São Paulo/SP. Brazil
Zip Code: 04089-014

Applications which have been completed electronically are legally binding only if they have been signed in the form of an advanced electronic signature.

Applications made subject to conditions or reservations cannot be taken into consideration.

Every endeavour will be made to meet requests for specific sites, but such requests cannot be recognised 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 MEDICAL FAIR BRASIL or not.

The application will only be considered effected once it has been received by MEDICAL FAIR BRASIL and it is then binding until admission or final non-admission. Receipt of application and if applicable the deposit cheque will be acknowledged.

2 Admission

Only those exhibitors are admitted whose registered exhibits and services are in accordance with the event's List of Exhibits and meet the requirements stated in paragraph 1. The decision as to whether an exhibitor or exhibits can be admitted rests with MEDICAL FAIR BRASIL, 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 MEDICAL FAIR BRASIL 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. Such confirmation will be sent by MEDICAL FAIR BRASIL either by surface mail or electronically, at its discretion, and applies only to the designated exhibitor.

Notification of admission, constitutes the conclusion of the contract between MEDICAL FAIR BRASIL and the exhibitor. This information shall be considered as received by the exhibitor as soon as it has become accessible to the latter. The exhibitor must ensure that its inbox is checked at regular intervals and that the technical requirements for the receipt of emails are available. If the exhibitor's relevant email address changes, then MEDICAL FAIR BRASIL must be notified immediately. If MEDICAL FAIR BRASIL suffers loss or damage due to faulty or missing technical requirements and/or due to the exhibitor's failure to notify MEDICAL FAIR BRASIL of a new email address, then the exhibitor shall be liable to MEDICAL FAIR BRASIL for compensation.

The exhibitor will be given a floor plan showing the position of its stand. If appropriate, a site map of the exhibition centre or a hall plan will be sent.

MEDICAL FAIR BRASIL 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 MEDICAL FAIR BRASIL the exhibitor may claim a refund of the space rental cost; no claims for damage will be entertained.

MEDICAL FAIR BRASIL 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 exhibition grounds and the halls, as well as throughways between halls.

3 Terms of payment

The invoice for participation charges will be sent to the exhibitor together with, or subsequent to, the confirmation of admission and the allocation of space. The invoice is considered to have been delivered to the exhibitor when the email has reached the exhibitor's domain (i.e. its email account). The exhibitor must ensure that its inbox is checked at regular intervals and that the technical requirements for the receipt of emails are available. If the exhibitor's relevant email address changes, then the trade fair operator must be notified immediately. If the trade fair operator suffers loss or damage due to faulty or missing technical requirements and/or due to the exhibitor's failure to notify the trade fair operator of a new email address, then the exhibitor shall be liable to the trade fair company for compensation. All complaints must be submitted in writing immediately upon receipt of the invoice. Objections raised at a later date shall not be taken into consideration. Invoices for miscellaneous services or supplies ordered separately are payable with immediate effect, before the relevant show commences. If the exhibitor gives instructions to render accounts to a third party, the exhibitor still remains the debtor.

If the exhibitor does not effect payment by the date specified (even where stand space has been partially paid), MEDICAL FAIR BRASIL may cancel the entire allocated stand space and relocated of it elsewhere. Section 5 of the Conditions of Participation is applicable with regard to refunding.

4 Co-exhibitors and group stands

Without the prior consent of MEDICAL FAIR BRASIL, 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 MEDICAL FAIR BRASIL. The co-exhibitor is liable to the same conditions as the main exhibitor. Any co-exhibitor shall have to pay to the co-exhibitor fee stipulated as well as a non-recurrent lump sum covering advertising costs as well as a media fee. The main exhibitor will, however, always be liable for the payment of the co-exhibitor's fee. If a co-exhibitor is admitted without the consent of MEDICAL FAIR BRASIL, MEDICAL FAIR BRASIL 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 un-warranted 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 organisational ties are also classified as co-exhibitors. Company representatives will not be admitted as co-exhibitors. Additionally 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 exhibitor's 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 by the specified deadline. MEDICAL FAIR BRASIL can authorise group stands provided they are in keeping with the overall pattern of the event. Exhibitors on 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 MEDICAL FAIR BRASIL. Companies on a joint stand should nominate a common representative on the application form.

5 Cancellation and non-participation

Applications can be withdrawn up until admission. A withdrawal fee (see Section 7 of the Special Conditions of Participation) plus sales tax is payable.

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 MEDICAL FAIR BRASIL 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. If the exhibitor decides not to occupy the stand space allocated to him, and this space can be rented to another party by the fair company (no occupation fee on swap basis), then the exhibitor must pay a fixed cancellation fee of US\$ 500. If the cancellation is until 120 days prior to the fair the fee will be 50% of the application's to the totality, after this period will be 100%

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 insolvency proceedings are pending against an exhibitor's assets, or if such proceedings have been suspended due to inadequate assets, MEDICAL FAIR BRASIL shall be entitled to cancel the contract without further notice. The exhibitor must inform MEDICAL FAIR BRASIL immediately and in any case if such proceedings have been initiated. The paragraphs above apply accordingly for any payment liability.

6 Exhibits, sales regulation

MEDICAL FAIR BRASIL has the right to remove non-approved exhibits at the cost of the exhibitor. The operation and demonstration of exhibits can only be carried out within the framework of accepted standards. Please display the ANVISA Certificate where appropriate. Products and exhibits with flammable contents are allowed on the stand only if the quantity falls within the approved limit.

Distribution shall only be allowed on the stand area as registered. The exhibitor is only permitted to accept orders for/sell/advertise those exhibits/services which are listed on the admission document. Exhibits may not be removed from the stand until after the event has ended.

Selling from the stand prior to the end of the show is not permitted. Exhibits may not be removed during the exhibition. Also, legal provisions in force (in particular, such as the law on the marking of prices) shall have to be observed. The special legal requirements in the Brazilian law must be adhered to when marketing and exhibiting certain products, for example ANVISA

7 Catalogue / electronic media

The Exhibitors' Directory is published by the Trade Fair Venue Operator. It is issued both in print and in electronic form on the internet.

The following services are covered by the general media fee listed in section 7 of the Special Terms and Conditions of Participation: Exhibitors (contractual partners) are entered in the printed version of the Exhibitors' List and on the Internet with their basic data mentioned in the registration: company name, street, post code and city, country as well as stand number.

The publication of further details is subject to additional fees. Such further entry and insertion options will be communicated to exhibitors by the Trade Fair Venue Operator or an instructed third-party in detail and in good time.

No liability is accepted for damage arising from faulty or incomplete entries or for entries that have not been made; neither is liability accepted for entries that have not been included or which have been removed because the presence of malware has been indicated. The content of an entry and any possible resulting damage shall be the liability of the ordering party.

8 Publicity within the Exhibition Grounds

Exhibits and the distribution of leaflets and promotional material shall be confined to the exhibitor's own stand area and are not permissible in the hall aisles or elsewhere in the exhibition grounds. Please see the Exhibitor Service Manual for information on advertising in the exhibition grounds. 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.

Special regulations controlling advertising in the product groups exhibited must be observed.

MEDICAL FAIR BRASIL 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 neighbouring exhibitors or render inaudible the public address system in the halls. If these regulations are infringed MEDICAL FAIR BRASIL has the right to intervene and demand immediate modification.

9 Exhibition insurance coverage

Exclusion of liability

MEDICAL FAIR BRASIL has drawn up a basic contract that covers all reasonable insurable risks at an exhibition such as fire, lightning, explosion, storm, burglary, theft, breakage, leakage and water damage, including risks during the delivery and removal of exhibits.

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 MEDICAL FAIR BRASIL for damages that would have been covered if the proposed insurance had been taken out. The same applies to exhibitors who have applied for insurance cover according to the basic contract, but who were unable to obtain any or sufficient insurance cover due to under-insurance, infringement of contractual obligations or delayed payment of premiums. All damages and losses must be reported immediately to the police, the insurance company and MEDICAL FAIR BRASIL.

MEDICAL FAIR BRASIL 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 MEDICAL FAIR BRASIL.

10 Third-party liability and insurance

MEDICAL FAIR BRASIL has adequate insurance cover for its statutory liability. The liability insurance covers only those damages and injuries sustained by third parties. Moreover, the cover does not include damages or injuries sustained in cafes or restaurants within the exhibition grounds or at special shows or events not organised by MEDICAL FAIR BRASIL.

The exhibitor is responsible for providing sufficient insurance cover for his/her own liability. If the exhibitor has no insurance cover for exhibition participation via his/her company insurance, he/she may at his/her own cost obtain cover for liability insurance under the terms of the basic MEDICAL FAIR BRASIL contract.

The exhibitor is liable for damages incurred by third parties employed by or acting on behalf of the exhibitor in the same way as those of his/her own making.

11 Patents and registered designs

The protection of inventions, samples and trademarks is determined by the legal regulations in Brazil. There is no special exhibition protection. On the other hand, neither is there any exemption from the regulations or the rights of third parties mentioned therein.

Patent registrations should be submitted to the Patent Office before the start of the trade fair. Violations of all legal provision in force entitle the trade fair company to exclude the exhibitor from the event.

12 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. Exhibition stands must be operated in accordance with the legal conditions and administrative guidelines.

13 Stand construction and design

To ensure a good overall impression MEDICAL FAIR BRASIL 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. MEDICAL FAIR BRASIL reserves the right to give the necessary instructions (e.g. on the installation of floor coverings or stand partitions). Additional charges may be levied depending on the stand construction (see participation fees). In order to present an attractive optical general impression to visitors, all exhibitors shall be obliged to put out flooring material for the entire stand area.

Additionally, stand partitions of stand shall have to be papered.

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

The contracted forwarding agents commissioned by the trade fair company are exclusively responsible for handling forwarding within the exhibition centre, i.e. loading and unloading incl. provision of technical ancillary equipment and transport to the stand as well as customs clearance for temporary or permanent import items.

14 Technical services

MEDICAL FAIR BRASIL provides for the general, air-conditioning and lighting in the halls. Charges for the connection of water, electricity, compressed air and telecommunications to individual stands as well as charges for consumption and all other services will be invoiced directly to exhibitors (main exhibitor on stand).

MEDICAL FAIR BRASIL will require appropriate payment in advance.

All such installations on the stands shall be undertaken by MEDICAL FAIR BRASIL partners. Installation work within the stand area may be carried out by outside contractors whose names shall be provided to MEDICAL FAIR BRASIL if so requested.

MEDICAL FAIR BRASIL 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.

15 Waste disposal / Stand cleaning

Exhibitors and their contractors are responsible for the removal of their own refuse insofar as this is not covered by the flat rate costs for waste disposal. Information on the different options for waste disposal at the exhibition complex is given in the Technical Regulations.

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

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

16 Security

The general security of the halls and the exhibition grounds is the responsibility of MEDICAL FAIR BRASIL. During the structure time and the discharge time a general supervision exists. Security begins on the first day of the build-up period and ends in the last hour of the final break-down day.

MEDICAL FAIR BRASIL is empowered to take any necessary security measures.

Security of exhibitors' own belongings must be organised on an individual basis. The responsibility of MEDICAL FAIR BRASIL for general security does not affect their exemption from liability for damage to property and personal injury. Individual security may only be carried out by the security company appointed by MEDICAL FAIR BRASIL.

17 Domestic authority

MEDICAL FAIR BRASIL has full authority within the grounds of the exhibition centre for the duration of the event from the start of the build-up period to the end of the break-down period. MEDICAL FAIR BRASIL reserves the right to issue instructions. Any provisions deriving from the Technical Guidelines and from the specific conditions for participation, if applicable, regarding sanctity of the home shall have to be respected under all circumstances. MEDICAL FAIR BRASIL reserves the right to have photographs, drawings and films produced of exhibitor activities, exhibitor structures and stands and the exhibits themselves, and to use them for advertising purposes and for press publications; the exhibitor does not have the right to raise any objection. This also applies to pictures taken by the press with the permission of MEDICAL FAIR BRASIL.

18 Reservation of rights

MEDICAL FAIR BRASIL has the right to postpone, curtail, extend, temporarily close, partially or completely, or cancel the trade fair, should it be necessary, for reasons beyond their control, and taking into consideration the interests of the exhibitors in so doing.

In such justifiable, exceptional circumstances, as in all cases of force majeure, exhibitors shall not be entitled to rescind their contract, claim damages nor reduce the 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 may be demanded from individual exhibitors if they have given instructions for extra work to be carried out on their behalf.

If MEDICAL FAIR BRASIL is responsible for the cancellation of the event, all value will be refunded to the exhibitor. MEDICAL FAIR BRASIL will entertain no claim for damages.

19 Final clause

All agreements, individual approvals and special regulations require written confirmation by the trade fair company.

The law of the Brazilian Government is applicable to the event.