

Annulment Agreement

Contractual Partner:

Messe Düsseldorf GmbH, Stockumer Kirchstr. 61, Messeplatz, 40474 Düsseldorf, Germany, represented by its Board of Managing Directors (hereinafter referred to as „Trade Fair Company“)

1. Subject Matter of the Agreement

MEDICA 2020 and COMPAMED 2020 will – contrary to the conception that was initially planned – not physically be held as on-premise events in Düsseldorf, Germany. In 2020 these events will be held exclusively in a virtual / digital format.

The Agreement concluded with the Trade Fair Company concerning the participation in MEDICA 2020 respectively COMPAMED 2020 as on-premise events shall thus consensually be annulled.

The annulment shall apply moreover to all miscellaneous contracts (in particular bookings, orders for e.g. technical services) that had been concluded directly with the Trade Fair Company with respect to the originally envisaged of MEDICA 2020 respectively COMPAMED 2020 as on-premise events.

All contractual relationships mentioned above will be rescinded.

2. Application only to contracts directly with the Trade Fair Company

For the sake of clarification, the Parties to the present Agreement confirm that they are aware of the fact that the present Annulment Agreement exclusively applies to contractual relationships that have been concluded directly with the Trade Fair Company. Contracts with any third parties, even if such contracts have been concluded via the Online Order System – OOS provided by the Trade Fair Company, ought to be cancelled respectively terminated separately. Any items within the Online Order System – OOS' cart and wish list will be deleted by the Trade Fair Company.

3. MEDICA 2020 and COMPAMED 2020 · virtual / digital

The Parties to the present Agreement will substitute the participation in MEDICA 2020 respectively COMPAMED 2020 as physical on-premise event with the participation in MEDICA 2020 (virtual.MEDICA) respectively COMPAMED 2020 (virtual.MEDICA) in a virtual / digital format according to the respective terms of participation and the booking / ordering of respective services in the Online Order System – OOS provided by the Trade Fair Company.

The Trade Fair Company is free to offset any amounts already paid against amounts owed for the participation in the virtual / digital format.

4. Final provisions

The present Annulment Agreement shall come into force by virtue of an electronic conclusion. It shall not be terminable.

The present Agreement shall be governed by the laws of the Federal Republic of Germany. Düsseldorf, Germany, is the place of jurisdiction. Sections 12 et seqq. of the German Code of Civil Procedure (Zivilprozessordnung (ZPO)) shall not apply. In case of contradictions between the German version of the present Agreement and versions of the present Agreement in other languages the German version shall prevail.

Additional stipulations – either orally or in textform – to this Agreement have not been made.

Should individual provisions of this Agreement be or become invalid, the remaining provisions shall be unaffected by this. The gaps possibly resulting shall be filled in such way as to maintain the sense and the purpose of the present Agreement.