

## MCH EXHIBITION REGULATIONS

General conditions for exhibitors at trade fairs, exhibitions and congresses with accompanying exhibitions in halls, rooms and conference rooms owned by or rented by MCH Swiss Exhibition (Basel) Ltd. and MCH Swiss Exhibition (Zurich) Ltd.

### Introduction

The subsidiaries of MCH Swiss Exhibition (Holding) Ltd., MCH Swiss Exhibition (Basel) Ltd. and MCH Swiss Exhibition (Zurich) Ltd. (hereinafter referred to as 'Swiss Exhibition'), hold numerous trade fairs, exhibitions and congresses with accompanying exhibitions (hereinafter referred to as 'exhibitions'). The following provisions being reserved, all interested persons, companies and organisations may apply to participate in an exhibition in halls, rooms and conference rooms owned by or rented by Swiss Exhibition (hereinafter referred to as 'premises').

### 1 Registration

#### 1.1 Main exhibitors

Persons, companies and organisations wishing to participate in an exhibition as main exhibitors register by completing the printed version of the registration form issued by the Exhibition Management or by using the electronic registration form of the 'm-manager' internet ordering service. Both the printed version of the registration form and the electronic registration form must be correctly completed and submitted before the deadline. In addition, a legally binding signature must be applied to the printed version of the registration form. The registration does not constitute any claim to admission to the exhibition. Similarly, admission once or several times to the exhibition does not constitute a claim to an automatic admission or to the allocation of the same stand location as at a previous exhibition.

#### 1.2 Co-exhibitors

Co-exhibitors are persons, companies or organisations represented in any form at the stand of another person, company or organisation, whether this be through addresses, objects, leaflets or personal presence. Co-exhibitors must register separately and are admitted to an exhibition only with the express consent of the Exhibition Management. Registration is governed by the same conditions concerning main exhibitors (section 1.1). In addition, a legally binding signature must be applied by the main exhibitor to the printed version of the registration form issued by the Exhibition Management, or alternatively the contract number of the main exhibitor must be entered on the electronic registration form of the 'm-manager' internet ordering service. In the case of joint stands, one of the exhibitors must assume the duties of a main exhibitor while the remainder are considered to be co-exhibitors. The main exhibitor is also liable to the Exhibition Management for the obligations of co-exhibitors. Each co-exhibitor must pay the fixed co-exhibitor's fee and any ancillary costs. Where there are several co-exhibitors, the total sum of the co-exhibitor's fee per stand can be limited.

#### 2 Acceptance of the conditions

In signing the printed version of the registration form issued by the Exhibition Management, or by expressly accepting the general conditions of contract on the web site of the 'm-manager' internet ordering service, the exhibitor acknowledges the Exhibition Regulations as being binding upon himself and his employees and agents. Unless the Exhibition Management is notified to the contrary, the exhibitor also agrees that his personnel and company data may be processed by Swiss Exhibition or by a company instructed by them and may be forwarded to a partner of Swiss Exhibition to enable such partner to perform services in connection with participation in an exhibition.

### 3 Preconditions for admission

The Exhibition Management is the sole and final judge on the admission of persons, companies, organisations and exhibits. No reasons will be given for rejection. No claims of exhibitors or third parties based on the admission or rejection of persons, companies, organisations or exhibits will be considered. The criterion for the admission of exhibits is the product list or the list of specialised sectors at the appropriate exhibition. The product groups intended for exhibition must be listed in the printed version of the registration form issued by the Exhibition Management or in the electronic registration form of the 'm-manager' internet ordering service, and subsequent additions must be communicated before the exhibition opens. In principle, only those goods that are registered and that belong to the product list or to the specialised sector may be exhibited. The Exhibition Management may demand exact details of the individual goods intended for exhibition. In this case, any goods that have not been registered or are not permitted cannot be exhibited, and the Exhibition Management reserves the right to remove such goods from the stand at the exhibitor's expense. The Exhibition Management is entitled to restrict the requested stand area and the notified exhibits. Special positioning requests and the barring of competitors cannot be recognised as a condition of participation. The Exhibition Management can refuse admission if the exhibitor has not fulfilled pending financial commitments towards Swiss Exhibition. It is also entitled to revoke an admission already granted should it transpire that this occurred on the basis of false information or preconditions, or that the preconditions for admission are no longer fulfilled.

### 4 Allocation of stand area and location

Once all admission prerequisites have been fulfilled, the Exhibition Management allocates the stand area and the stand location. Stand allocation mainly depends on the relevance to the theme of the notified exhibits and on their technical classification, taking into account the overall impression of the exhibition. Based on the stand area requested by the exhibitor, the Exhibition Management prepares a positioning plan showing the individual stand allocation. Exhibitor's requests regarding location are not binding. When allocating stands, the Exhibition Management is entitled to deviate to a reasonable extent from the dimensions or stand forms requested by the exhibitor, if this is necessitated by the positioning concept or by the overall impression of the exhibition. The main exhibitor is informed of the stand allocation by means of a positioning plan sent to him. Any objections to the stand allocation effected must be submitted to the Exhibition Management in writing, and reasons must be given, within 7 days of despatch of the positioning plan, other wise the stand allocation will be considered to have been accepted. The Exhibition Management makes every effort to meet justified positioning requests. As a rule, objections to the stand allocation are ultimately decided by the Exhibition Management within two weeks of receipt. Exhibitors do not receive a confirmation of contract until after the stands have been definitely allocated, whereby the provisional admission is revoked and the contract becomes legally binding in its entirety. The Exhibition Management is also entitled to allocate the exhibitor a different stand area or a different stand location in deviation of the confirmation of contract already issued, to move or close entrances to, and exits from, the premises or open spaces and to

make other structural changes. Any differential amount for the costs of the exhibition area resulting from such change will be credited or debited to the exhibitor with the invoice. If the interests of the exhibitor are unreasonably impaired as a result of such a change, he may withdraw from the Exhibitor Contract with a claim for repayment of the down-payment invoice already paid. No other claims can be considered. The Exhibition Management is not liable to the exhibitor for any consequences arising from the position or surroundings of his stand.

### 5 Terms of payment

The prices for the exhibition area, supplements, discounts, etc. are listed in the printed version of the registration form or in the electronic registration form of the 'm-manager' internet ordering service, in the leaflet and on the website of the appropriate exhibition. The prices for additional services are listed in the Exhibitor File or on the web site of the 'm-manager' internet ordering service. The Exhibition Management reserves the right to lay down special terms of payment for individual exhibitions.

#### 5.1 Down-payment invoice

The price for the exhibition area, the advance payment for additional services (section 5.3) and any contributions and fees (section 9) are invoiced after the definitive stand allocation has been communicated with the confirmation of contract, which is due for payment 30 days from the invoice date without discount. The Exhibition Management reserves the right to issue special terms of payment in the event of registrations received at short notice. For exhibitors benefiting from an early booking rate, the price advantage is valid only if the down-payment invoice for the exhibition area and the advance payment for additional services are paid within 30 days of the invoice date. If this is not the case, the normal prices will be invoiced.

#### 5.2 Reservation of the Exhibition Management in the event of late payment

The Exhibition Management can dispose otherwise of stands for which payment of the down-payment invoice is not made within the term, a deadline of 8 days being given in writing. In this case, the defaulting exhibitor must pay a compensation of 25% of the price of the exhibition area within 14 days of the invoice date, but at least CHF 3,000, or if the price of the exhibition area is less than CHF 3,000, the total amount as a contribution to administrative costs. The Exhibition Management must be in possession of the payment or of legally valid proof of payment by the time the official setting up period begins. If this is not the case, the Exhibition Management is entitled to refuse the exhibitor access to the premises or to clear the stand immediately at the latter's expense.

#### 5.3 Advance payment for additional services (deposit)

If so noted on the printed version of the registration form issued by the Exhibition Management or on the electronic registration form of the 'm-manager' internet ordering service, an advance payment is required for additional services to be provided, such as technical connections (electricity, telephone, water, gas), rented furniture, compulsory catalogue entry, parking spaces, admission tickets, vouchers, insurance, etc., together with the invoice for the price of the exhibition area.

#### 5.4 Final invoice

After the exhibition, the exhibitor will receive the final invoice for additional services provided, offsetting the advance payment described in section 5.3 against the effective costs. The final invoice for the exhibition must be paid net within 30 days of the invoice date.

### 5.5 Swiss value-added tax

With few exceptions, the services of Swiss Exhibition are subject to Swiss value-added tax. Services to exhibitors domiciled outside Switzerland are also subject to value-added tax, since the place where the service is provided (Switzerland) is decisive. Exhibitors can, however, apply for a refund of these taxes under certain circumstances. The relevant information sheet is enclosed with the invoice in question or can be found on the website of the 'm-manager' internet ordering service.

### 6 Withdrawal from the contract

#### 6.1 Waiver of participation

If an exhibitor withdraws after the confirmation of contract by the Exhibition Management covering its participation has been issued, it is liable, section 4 being reserved, for the full price of the exhibition area as well as for any ancillary costs incurred. If the Exhibition Management succeeds in handing over the vacated stand area without loss, and preserving the admission requirements, to an exhibitor not yet registered at the time of withdrawal, the exhibitor withdrawing from the contract must pay compensation of 25% of the price of the exhibition area, but at least CHF 3,000 plus the ancillary costs incurred or, if the price of the exhibition area is less than CHF 3,000, the total amount. If the stand area can be handed over to another exhibitor only in part, the withdrawing exhibitor is liable for the stand area that has not been handed over. If the withdrawal occurs only 30 days before the exhibition opens, the full price of the exhibition area and the ancillary costs incurred are payable – regardless of whether the stand can be handed over to another exhibitor or not. Even if the stand area vacated is occupied wholly or in part by an exhibitor already positioned elsewhere (repositioned by the Exhibition Management), the withdrawing exhibitor remains liable for the full price of the exhibition area and for the ancillary costs incurred. In the event of withdrawal, co-exhibitors must always pay the full co-exhibitor's fee as well as the ancillary costs incurred. The Exhibition Management may freely dispose of stands that have not yet been occupied by the exhibitor two days before the exhibition opens. The exhibitor's claim to his stand lapses. He is, however, liable for the full price of the exhibition area and for the ancillary costs incurred. The Exhibition Management reserves the right to charge costs arising from the non-occupancy of the stand.

#### 6.2 Reduction of the confirmed stand area

If an exhibitor reduces his stand area after the Exhibition Management has confirmed the contract, he continues to be liable for the full price of the exhibition area and the ancillary costs incurred. If the Exhibition Management succeeds in re-letting the vacated stand to an exhibitor not yet registered at the time of the reduction, an exhibitor reducing his space must make a contribution of CHF 1,000 towards administrative costs.

### 7 Use of the 'm-manager' internet ordering service

Swiss Exhibition operate the 'm-manager' internet ordering service, with which exhibitors can plan, book and check their involvement in the exhibition. The Exhibition Management decides for which exhibitions the 'm-manager' shall be made available. The conditions governing the users of the 'm-manager' can be called up on the appropriate web site. With the express recognition of the general conditions of contract on this web site, the user acknowledges the binding nature of the user regulations of the 'm-manager'.

## 8 Information media

Entry in the exhibition catalogue (printed form and/or digital) and on the web site of the relevant exhibition as well as inclusion in the Visitor Information System (VIS) and the Point of Information (POI) is compulsory for every exhibitor and co-exhibitor. Swiss Exhibition declines all liability for incorrect, incomplete or missing entries. The conditions and prices of entries and advertisements are laid down in the 'Instructions for Entries and Advertising', which are normally sent to exhibitors together with the Exhibitor File, or which can be found on the website of the 'm-manager' internet ordering service or on the website of the appropriate exhibition.

## 9 Exhibitors' passes and visitors' tickets

### 9.1 Exhibitors' passes

Exhibitors' passes are personal, non-transferable, and for the exclusive use of stand staff. In case of infringement, the Exhibition Management is entitled to withdraw these passes.

### 9.2 Visitors' tickets

Guests' tickets are personal and non-transferable. Exhibitors have the right to purchase a certain number of guests' tickets at a discount for their customers. These entitle the visitor to enter the exhibition centre's premises on any day. Instead of guests' tickets, exhibitors can also obtain vouchers; these are subject to a processing charge. Vouchers entitle visitors to obtain guests' tickets, at the exhibitor's expense, from the ticket offices of Swiss Exhibition Ltd. Without the Exhibition Management's prior agreement in writing, the selling of guests' tickets and vouchers by exhibitors is prohibited.

## 10 Cash sales

The Exhibition Management decides on the general admissibility of cash sales at exhibitions. Exhibitors selling goods at an exhibition must declare this on the printed version of the registration form issued by the Exhibition Management or on the electronic registration form of the 'm-manager' internet ordering service and must pay Swiss Exhibition a cash sales contribution. Information for consumers is governed by the regulations laid down in the Law on Consumer Information of 5th October 1990, the Law against Unfair Competition of 19th December 1986 and the Decree on the Publication of Prices of 11th December 1978.

## 11 Advertising

Exhibitors may advertise only on their own stand and only for companies, products and services which have been notified at an exhibition. Unless approved beforehand by the Exhibition Management, the distribution of printed matter and promotional gifts and the affixing of posters of any kind outside the exhibition stand is prohibited. Competitions and draws are subject to the Exhibition Management's permission in writing and may be held only within the stand; they should not cause a nuisance to adjacent exhibitors. Lotteries as defined in the Law on Lotteries and Commercial Betting of 8th June 1923 are prohibited.

## 12 Stand operation

Exhibitors must ensure that their stands are occupied without interruption during the opening hours of the exhibition. Should an exhibitor leave the exhibition prematurely, the Exhibition Management can require him to pay a penalty of up to CHF 5,000. The use of any equipment, the holding of any event or the giving of any performance that causes an obvious nuisance to adjacent exhibitors or visitors, notably the occupation or use of the area in front of the stand, the wearing of fancy advertising dress outside the stand, any kind of

noise, and the like, are not permitted. Demonstrations within the stand must not cause a visual, acoustic, or spatial nuisance to neighbours, nor impede the circulation of visitors in passageways. The provisions of the Noise and Laser Ordinance of 24th January 1996 must also be strictly observed.

## 13 Cleaning of stands

Exhibitors are responsible for cleaning their own stands. Cleaning must finish no later than one quarter-hour before the exhibition is opened to the public and one hour after the official closing time. Exhibitors who do not want to clean their stands themselves must ask the Exhibition Management to arrange for this.

## 14 Surveillance

For security reasons, individual stand surveillance must be obtained exclusively from the Exhibition Management. During the absence of stand staff, and particularly at night, exhibitors must lock up in a safe all objects worth CHF 50,000 or more. It is also advisable to keep cash, jewellery, data media, technical components, etc in a safe.

## 15 Liability for exhibits, shows and stand operation

Swiss Exhibition does not assume any duty to exercise proper care for exhibits and stand installations and excludes all liability for damage and loss, Art. 100 para. 1 of the Swiss Code of Obligations being reserved, both for the time during which the goods are at the exhibition venue and during transport to and from the event. Swiss Exhibition also declines all liability for damage resulting from shows and presentations given by exhibitors and from the running of the stand.

## 16 Liability for auxiliary personnel

The exhibitor is liable under Art. 55 and/or Art. 101 of the Swiss Code of Obligations for damage caused by suppliers, stand constructors or other auxiliary personnel engaged by the exhibitor.

## 17 Insurance

All exhibitors must insure all exhibits and stand installations against fire and damage by the forces of nature and must also conclude a third party liability insurance. In addition, exhibitors are advised also to insure exhibits and stand installations against damage and loss during the exhibition and during transport to and from the event. If requested, the exhibitor can be insured against these risks under the collective contract of Swiss Exhibition. In this case, he will be issued with an insurance document. The premiums will be advanced to the insurance company by Swiss Exhibition and invoiced to the exhibitor with the final invoice for the exhibition. Exhibitors who are already sufficiently insured must present the Exhibition Management with a notice of disclaimer (waiver) at least two weeks before commencement of the exhibition.

## 18 Force majeure

In the presence of any good and sufficient cause, third-party default, accidental happening, political and economic events, and orders by authorities, the Exhibition Management has the right to postpone an event, shorten or prolong its duration, cancel it, or adapt its operation to circumstances. In all such cases, the Exhibition Management rejects any liability, and the exhibitor will not be entitled to withdraw from the contract or to claim compensation. Payments already made will be reimbursed after deduction of the costs and expenses already accrued by Swiss Exhibition. For the purposes of this clause, an accidental happening is defined as any unforeseeable circumstance not attributable either to the Exhibition Management or to the exhibitor, and will include any act of force majeure.

### **19 General conditions**

Exhibitors contravening the provisions of Swiss Exhibition can be excluded by the Exhibition Management with immediate effect. They are liable for the full rental of the exhibition area and for the ancillary costs incurred. Should the wording of the Exhibition Regulations give rise to differences of opinion in their interpretation, the German language version shall be binding. All verbal arrangements, individual authorisations and special rulings require written confirmation. Swiss Exhibition reserves the right to issue special provisions for individual exhibitions, in which case said provisions take precedence over the general conditions. The provisions of the General Regulations apply with regard to stand construction, logistics, operation and security during exhibitions.

### **20 Applicable law**

Swiss Law shall be exclusively applicable.

### **21 Place of jurisdiction**

The following places of jurisdiction apply both for exhibitors domiciled abroad and for those domiciled in Switzerland. Where MCH Swiss Exhibition (Basel) Ltd. is the contracting party, exhibitors submit to the jurisdiction of the ordinary courts of the Canton of Basel-Stadt. Where MCH Swiss Exhibition (Zurich) Ltd. is the contracting party, exhibitors submit to the jurisdiction of the ordinary courts of the Canton of Zurich. Disputes relating to the rental of the exhibition area will imperatively be heard by the courts at the location of the exhibition.

MCH Swiss Exhibition (Holding) Ltd. The Group Management

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