

# General Terms and Conditions for participation at Swiss Pavilions and other events abroad organised by *Swissenviro GmbH*

## 1. Field of application

1.1 These General Terms and Conditions (the "Terms") for Event and Exhibition Services apply to all services offered by Swissenviro GmbH itself ("we", "us", "our") as well as in cooperation with its contracting partners in Switzerland and abroad to clients ("Exhibitor").

## 2. Formation and execution of contract

2.1 Registration for participation in an event/trade fair must be received in writing or electronically by Swissenviro within the time limit for registration specified in the participation documents. A registration received in good time does not establish any right to participation or to a particular size or location of an assigned booth. Late registrations may be considered only based on available space. The contract is deemed executed only upon written confirmation of registration by Swissenviro.

2.2 The Contract shall be formed when Swissenviro receives the Exhibitor's written confirmation of acceptance of the offer made within the acceptance period. Offers that do not include a deadline for acceptance are not binding.

## 3. Payment terms

3.1 The full participation fee must be paid in full up to four weeks before the start of the event/trade fair, otherwise the Exhibitor shall not be entitled to participate.

3.2 In the event that the Exhibitor becomes delinquent in a due payment and Swissenviro rescinds the contract effective immediately, the registration fees and agreed participation price shall be payable in penalty.

3.3 Swissenviro will invoice the costs of Special Services (section 5.2) after the close of the event; such charges shall likewise be payable within 10 days.

## 4. Delivery, changes, delinquency and cancellation

4.1 In the event that an Exhibitor elects, after execution of the contract, not to participate or to reduce the previously agreed scope of participation, the registration fee and full participation price for the Basic Services, subject to the limitation in section 4.3, shall remain due along with compensation for expenses already incurred by Swissenviro for Special Services (section 5.2).

4.2 Cancellation of the contract by the Exhibitor is effective only if in written form (letter or fax). Cancellation by e-mail is not admissible. In the event of timely written withdrawal, the following reductions from the price of participation are granted:

– if received at least six months before the exhibition: 50% reduction;

– if received at least four months before the exhibition: 25% reduction.

If the Exhibitor withdraws its registration less than four months before the exhibition, the full participation price and full registration fee are payable. If the Exhibitor arranges for a suitable replacement Exhibitor to assume the executed contract under the same terms, the original Exhibitor's obligations shall be discharged up to the amount of the payment of the participation price by the replacement Exhibitor. The registration fee and additional expenses incurred by Swissenviro remain payable in any case. The registration fee will also be charged to the substitute Exhibitor.

4.3 Swissenviro may undertake a reduction in the registered booth space or a change of location at any time (section 5.1). In this event the Exhibitor is entitled to withdraw from the contractual relationship in writing within one week of receiving notification of such a change in the contractual terms if the Exhibitor's interests are unreasonably adversely affected thereby. If the adverse effect is reasonable, the Exhibitor may nevertheless withdraw from the contract but shall be liable for the costs of withdrawal. The costs of such withdrawal are calculated as specified in section 4.2.

4.4 If it becomes impossible to participate in a trade fair as planned, the registered trade fair participant shall not be entitled to indemnification for loss of any expected business transactions that would have occurred while taking part in the fair.

## 5. Special terms for Swissenviro events/trade fair services

5.1 Basic Services: On assuming organizational responsibility, Swissenviro undertakes to provide the Exhibitor with ideal conditions for participating in the trade fair and to make all arrangements necessary to organize a dignified and unified event in keeping with Switzerland's reputation. The price for Basic Services (participation price) includes rental of the exhibition space and the services specified in the participation documents. Swissenviro is the sole principal for the Basic Services vis-à-vis third parties. Swissenviro assigns locations and exhibition space in cooperation with the trade fair management. Swissenviro will make all reasonable efforts to meet Exhibitors' wishes in respect of location. Any confirmation of location and size of the exhibition space does not establish a legal claim. Swissenviro reserves the right to assign the Exhibitor a booth at a location other than that confirmed, to change the size of the Exhibitors' space (e.g., in the event of overbooking), to relocate or close entrances and exits to the exhibition grounds and halls and to undertake other structural changes in the event that exceptional circumstances give rise to a significant interest on Swissenviro's part in undertaking such measures.

5.2 Special Services: All services above and beyond the Basic Services, unless expressly agreed otherwise, are invoiced separately as Special Services on a cost basis including any handling charge. These include, without limitation, additional equipment and furniture, outlets, installations and operating costs for electricity and telecommunications, water, compressed air, gas, etc. as well as services such as additional Exhibitor badges, parking permits, etc.

## 6. Obligations of the Exhibitor

6.1 The guidelines and rules established by the trade fair management are binding on all Exhibitors. The responsible project manager of Swissenviro or his or her deputy retains domiciliary rights. Swissenviro or third parties appointed by Swissenviro represent the interests of the Exhibitors vis-à-vis the trade fair management.

6.2 The design and operation of the rented space must be in harmony with the overall appearance of the fair. The Exhibitor shall comply with the instructions of Swissenviro or the trade fair management in this respect. Swissenviro's guidelines and instructions apply on a subsidiary basis for the design and operation of booths.

6.3 By participating in the event/fair trade, Exhibitor agrees to comply with the Swissness regulations as set forth in the Federal Act on The Protection of Trade Marks and Indications of Source, as well as any related implementing regulations.

Exhibitor who fails to comply with these regulations will not be permitted to participate in the Swiss pavilion at any event/trade show.

6.4 The Exhibitor undertakes to complete the trade fair booth by the opening of the exhibition. The Exhibitor is obliged to staff and supply the booth with exhibition materials throughout the entire opening hours of the exhibition and to begin dismantling the booth only after the close of the exhibition.

6.5 Presentations of any kind and special actions (such as noisy or otherwise disruptive demonstrations, sale or free distribution of goods) are subject to express approval by Swissenviro. Visual or acoustic disturbance of neighboring booths or obstructions in the booth and aisle spaces are prohibited. In the event of infringement, Swissenviro reserves the right at its own discretion to prohibit troublesome or obstructive presentations and, in the event of repeated infractions, to terminate the booth rental contract with immediate effect.

6.6 The engagement of local personnel, interpreters, etc. is in principle the responsibility of each Exhibitor, but may be arranged through Swissenviro at the Exhibitor's request and expense. Each Exhibitor is responsible for ensuring that its event staff possess the required identification papers and permits.

6.7 Exhibitors acknowledge that photographs and films will be taken at the event for documentation and advertising purposes and accept that they may be recognizable in the photographs.

## 7. Transport, insurance and security measures

7.1 Packing, round-trip transport, customs clearances, storage and insurance of the exhibited goods and empties are the responsibility of each individual Exhibitor unless otherwise agreed.

7.2 Participation does not include insurance cover. Securing liability, accident, illness, property, repatriation insurance, etc. is the responsibility of each Exhibitor. Even if Swissenviro prescribes a freight forwarder, insurer or connecting link for certain activities on a binding basis in individual cases, the legal relations are based solely on the agreements concluded between the Exhibitors and the contracting party. Swissenviro's role in such cases is solely that of an intermediary. If Swissenviro provides the authorities with guarantees for the temporary admission of goods on behalf of Exhibitors, the Exhibitor undertakes to comply with the associated obligations and hold Swissenviro harmless.

## 8. Assignment/involvement of third parties

8.1 During participation in events/trade fairs, co-exhibitors may use the exhibition space rented by the Exhibitor only with the written consent of Swissenviro and an additional registration. Co-exhibitors are participants appearing in some form in an Exhibitor's booth, whether through lettering, exhibits or entry in the trade fair catalogue. A separate registration fee is charged for each co-exhibitor. When accepting co-exhibitors, the Exhibitor is liable to Swissenviro for compliance with the present contractual terms and conditions, any individual agreements and for any damage caused by the co-exhibitor. Presentation of foreign exhibits or licensees of Swiss companies is permitted only with the approval of Swissenviro.

## 9. Data protection

9.1 Swissenviro and its affiliated partners may store the client data necessary for providing the services both within Switzerland and abroad. This data will be processed solely for the purpose of fulfilling the contractual obligations and conducting internal market research. The Exhibitor acknowledges and agrees that client data may be disclosed to third parties. Swissenviro ensures that the third parties maintain data protection standards.

9.2 Any person about whom client data is collected has the right to request information about what data is processed about him. Any person may request that data be corrected or deleted from the data register. To do so, contact: info@swissenviro.ch. Exhibitor data includes information such as name, address, telephone number and e-mail. Both natural and legal persons are affected.

9.3 The Exhibitor agrees that Swissenviro and the contracting partners cooperating with Swissenviro in Switzerland and abroad may inform him or her about their own and general economic activities by letter, telephone or telecommunication during and after termination of the contractual relationship. In doing so, Swissenviro observes the legal regulations of the Data Protection Act (DSG) and those of the Federal Act against Unfair Competition (UWG), as well as the equivalent foreign laws.

## 10. Warranty and liability

10.1 Swissenviro is not liable for late arrival of goods for exhibit, defective support by local representatives of Swiss companies, theft of or damage to goods for exhibits and personal effects, force majeure, official confiscation, etc.

10.2 Swissenviro refuses liability for adverse effects or damage occurring to the Exhibitor through its own conduct in contravention of the contract. Swissenviro is liable to the Exhibitor for damage demonstrably caused deliberately or through gross negligence by Swissenviro or its contracting partners (booth assemblers, trade fair management, graphic artists, etc.). All further liability of Swissenviro is excluded.

10.3 Swissenviro bears no responsibility if an event is not held or planned participation does not occur due to unforeseen compelling circumstances. The costs of Basic Services incurred up to this date will be invoiced on a pro rata basis to the registered Exhibitors. Expenses for Special Services will be invoiced to the Exhibitors on an individual basis.

10.4 Swissenviro is not liable to the Exhibitor for any consequences arising from the location or surroundings of the booth.

## 11. Applicable law

11.1 Unless and except as these Terms contain provisions to the contrary, the legal relations between the parties are governed exclusively by Swiss law.

## 12. Jurisdiction

12.1 The exclusive place of jurisdiction for the legal relations existing between the parties is Pfäffikon ZH.