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# General Conditions for Participation in Exhibitions (Exhibitor Regulations)

MCH Basel Exhibition Ltd., with its registered office in Basel/Switzerland, (hereinafter referred to as “MCH”), organizes and carries out exhibitions, fairs, conferences and congresses (hereinafter referred to as the “Exhibition”) in Switzerland. It is a subsidiary of the MCH Group Ltd. (hereinafter the “MCH Group”).

These General Conditions for Participation in Exhibitions (hereinafter referred to as the “Exhibitor Regulations”) apply to the provision of exhibition space and other participation packages, unless MCH and the exhibitor have agreed otherwise in writing. A participation package is understood to mean all forms of MCH service packages that do not consist in the provision of exhibition space alone, but comprise many services, irrespective of whether or not this service package is offered at an overall price. For the sake of simplicity, only “Exhibition Space” will be referred to hereinafter, whereby all forms of participation packages are also meant.

By registering, the exhibitor fully accepts these Exhibitor Regulations.

## 1 Registration for Exhibition

### 1.1 Main Exhibitor

The order of an Exhibition Space is made by sending in the completed registration form. The exhibitor’s registration is binding. Any changes and reservations made by the exhibitor on the application form are invalid and shall be deemed not written. The application does not constitute a claim for admission to the exhibition. Likewise, the single or multiple admission to an exhibition does not constitute a claim to a renewed admission and to the allocation of the same exhibition space as at a previous exhibition.

### 1.2 Co-Exhibitor

Use of the Exhibition Space by several companies is only permitted if all the companies represented there, in addition to the exhibitor with whom the exhibitor contract is concluded (main exhibitor), are registered as co-exhibitors with MCH when they register and are admitted by MCH. Co-exhibitors must be registered as companies that are represented with their own personnel and exhibits on the Exhibition Space made available to the main exhibitor. The admission of co-exhibitors is governed by the admission requirements set out in Clause 2 of these Exhibitor Regulations. Furthermore, these Exhibitor Regulations also apply to co-exhibitors, insofar as they can be applied. The principal exhibitor must inform his co-exhibitors of these Exhibitor Regulations and any supplementary provisions (in particular the General Regulations and the general booth construction and design guidelines of MCH) and must have the obligations arising for co-exhibitors assigned to him by MCH. MCH reserves the right to contact co-exhibitors directly or via its official partners in order to assist them, particularly with regard to entries in the information media. The participation of co-exhibitors is subject to a fee; the co-exhibitor fee is specified in the application form. The costs associated with participation (e.g. co-exhibitor’s fee, costs for the purchase of additional services, etc.) will be invoiced directly to the co-exhibitor by MCH; the right to a different arrangement in the exhibitor contract is reserved.

## 2 Admission Requirements

MCH decides on the admission of exhibitors and exhibits, taking into account the purpose of the exhibition and the available capacity. Admission of an exhibitor is determined by the group of participants in the exhibition. The list of products or the list of specialist areas of the exhibition is decisive for the admission of exhibits. The product groups intended for exhibition must be listed in the registration form; subsequent additions must be notified to MCH in writing (letter, e-mail, fax) before the official opening of the exhibition. In principle, only those goods belonging to and registered in the list of products or the specialist area may be exhibited. MCH may request precise details of the individual goods intended for exhibition. In this case, goods that have not been registered or approved may not be exhibited, and MCH reserves the right to have such goods removed from the booth at the exhibitor’s expense in the event of a dispute.

MCH may refuse to admit an exhibitor, inter alia, if (I) the exhibitor has debts to MCH, (II) his conduct at a previous exhibition was detrimental to business or reputation or gave rise to justified complaints by visitors or other exhibitors, (III) the exhibitor has repeatedly and seriously breached his obligations under the exhibitor contract, these Exhibitor Regulations or the other elements of the exhibitor contract in the past, or (IV) the exhibitor endangers or hampers the proper staging of an exhibition. It may revoke an admission that has already been granted if it subsequently transpires that the admission was granted on the basis of false information or requirements, or if the exhibitor subsequently no longer meets the admission requirements.

MCH declines all liability for claims asserted by exhibitors or third parties in connection with the admission or non-admission of exhibitors.

### 3 Placement, Booth Confirmation and Contract Conclusion

Once all the admission requirements have been met, MCH will allocate the Exhibition Space. The primary criteria for allocation are the affiliation of the registered exhibits to the theme and their technical classification, taking into account the overall appearance of the exhibition. Positioning requests or other special requests by the exhibitor concerning his location are not binding on MCH. On the basis of the information provided by the exhibitor in the application, MCH will draw up an allocation plan showing the individual location of the Exhibition Space ordered by the exhibitor. MCH may limit the size of the Exhibition Space ordered and the scope of the exhibition goods registered. MCH may submit one or more placement proposals to the exhibitor for examination.

MCH will finally notify the exhibitor of the definitive allocation of Exhibition Space with the booth confirmation. The exhibitor contract between the exhibitor and MCH is concluded with the booth confirmation.

If the content of the booth confirmation differs from the content of the exhibitor's application, the exhibitor contract is concluded in accordance with the booth confirmation, unless the exhibitor objects in writing (letter, e-mail, fax) within 14 days of receipt of the booth confirmation. A deviating allocation of the ordered Exhibition Space as well as the non-consideration of special requests of the exhibitor do not constitute a right of objection.

Without the written consent of MCH, the exhibitor may not relocate, exchange or completely or partially relocate the Exhibition Space allocated to him or parts thereof to third parties or leave it to third parties for use.

MCH reserves the right, even after confirmation of the booth, to allocate the exhibitor an Exhibition Space that differs from that specified, to relocate or close entrances and exits to the premises or open areas, and to make other structural changes if and insofar as it has a substantial interest in such measures due to special circumstances. In this case, the exhibitor shall be entitled to withdraw from the exhibitor contract in writing within 7 days of receipt of notification of such a change if his interests are unreasonably impaired as a result. If the exhibitor fails to withdraw from the contract or fails to do so in good time, any difference resulting from the change must be (I) credited to the exhibitor or (II) invoiced to the exhibitor in favor of MCH. If the exhibitor withdraws from the exhibitor contract, he shall have no claim to compensation from MCH.

When calculating the Exhibition Space, a deduction is made for hall supports.

If the exhibitor has chosen to send the booth confirmation electronically in his application, the booth confirmation addressed to him will be sent by e-mail with a PDF attachment in non-encrypted form to the e-mail address provided by the exhibitor. The booth confirmation is considered received when the e-mail has reached the domain (e-mail account with the internet provider) of the exhibitor or the invoice recipient specified by the exhibitor. It is the exhibitor's responsibility to check his electronic inbox regularly and to ensure that e-mails from MCH can always be received.

## 4 Marketing and Communication Services

### 4.1 Print Media and Digital Media

MCH provides the exhibitor with various marketing and communication services in connection with the exhibition in its print and digital media (e.g. entry in the List of Exhibitors), for which a fee is charged. MCH may oblige the exhibitor to purchase certain services in the exhibitor contract.

### 4.2 Exhibitor Passes

Each exhibitor receives a certain number of exhibitor passes for his booth personnel free of charge. The exhibitor can obtain any additional exhibitor passes required for his booth personnel from MCH for a fee. MCH may stipulate that the passes must be personalized and non-transferable. In the event of non-compliance, MCH reserves the right to cancel the corresponding passes.

### 4.3 Visitor Passes and Vouchers

MCH can provide the exhibitor with a certain number of visitor passes against payment of a corresponding fee. The cards are personalized and are not transferable. They entitle the holder to enter the exhibition on any day. Exhibitors can also purchase vouchers for visitor passes against payment of a fee. The vouchers entitle visitors to receive visitor passes at a reduced price. The difference in price is borne by the exhibitor and will be invoiced to him by MCH. The exhibitor is prohibited from reselling visitor passes and vouchers.

## 5 Purchase of Additional Services via the MCH Service Shops

With the booth confirmation, the exhibitor receives his personal access data for the various MCH Service Shops (hereinafter referred to simply as the "Service Shop"), with which he can plan, book and check his appearance. The exhibitor is obliged to treat his personal access data as confidential and to protect them from access by unauthorized third parties. MCH must be informed immediately in the event of any suspicion of misuse. MCH shall not be liable for any damage resulting from misuse of the personal access data.

If necessary, the exhibitor can order additional services (e.g. technical connections, booth personnel, booth cleaning, security, catering, parking spaces and insurance) via the MCH Service Shop provided for this purpose. The provision of additional services is subject to a charge. The prices are set out in the price lists in the Service Shop and do not include Swiss value added tax.

In order to protect life and limb and the property of MCH, the exhibitor and third parties, MCH may oblige the exhibitor in the exhibitor contract to obtain certain services in connection with the exhibition exclusively from official partners of MCH. The offer, prices and contact details of MCH's official partners can be found in the Service Shop provided for this purpose. Orders are subject to the terms and conditions deposited in the Service Shop provided for this purpose. On receipt of an order, the official partners contact the exhibitor directly, advise him, conclude contracts with him and perform the services ordered.

The official partner does not invoice the exhibitor directly for his services. Instead, MCH will invoice the services provided by the official partner as a separate item in the final invoice and collect the invoiced amount in the name and on behalf of the official partner. The fee that the official partner owes MCH for its services is already included in the price of the official partner and is not shown separately.

MCH neither warrants nor is liable for the services of its official partners; the official partners are not vicarious agents of MCH.

## 6 Handover and Return of the Exhibition Space

When the Exhibition Space is handed over, the exhibitor must check its condition immediately and report any defects to MCH immediately. If the exhibitor fails to do so, the Exhibition Space shall be deemed to have been handed over free of defects. A report of any defects will be drawn up. When the exhibitor returns the Exhibition Space, MCH will accept the vacated Exhibition Space in the presence of the exhibitor and draw up a report; any defects will be listed in the report. The report shall be signed by MCH and the exhibitor.

## 7 Booth Construction

The type and design of the exhibitor's participation in the exhibition (e.g. booth construction, booth design) are the responsibility of the exhibitor and must be in accordance with the statutory, official and other safety regulations and the booth construction and design guidelines of MCH. In particular, the exhibitor shall observe the provisions of the General Regulations and the booth construction and design guidelines during assembly and dismantling and during the exhibition itself.

The exhibitor must ensure that any contractors called in by the exhibitor comply in particular with the booth construction and design guidelines and the General Regulations of MCH.

The exhibitor is obliged to have his booth assembled and dismantled by the dates stipulated by MCH.

## 8 Booth Operation and Duty to Operate

The exhibitor is obliged to operate his booth continuously during the official opening hours for the entire duration of the exhibition. In particular, the booth must be properly equipped with registered exhibits and staffed with competent personnel. The removal of exhibition goods and the dismantling of booths before the end of the exhibition is not permitted.

Installations and demonstrations of any kind which disturb neighbors or visitors, such as the use of the space outside the Exhibition Space, excessive emissions of any kind, etc. are not permitted. In the event of non-compliance, MCH is entitled to restrict the rights granted to the exhibitor, in particular the use of the Exhibition Space. MCH may order the immediate removal of the installations at the exhibitor's expense and prohibit the operation in contravention of these Exhibitor Regulations. If the exhibitor fails to comply with the instructions of MCH, MCH may exclude the exhibitor from the exhibition; the exhibitor shall not be entitled to claim compensation for damages.

If an exhibitor fails to observe the fixed opening hours, leaves the exhibition prematurely, or breaches his duty to operate in any other way, MCH may – irrespective of any further claims under these Exhibitor Regulations or under applicable law – demand from the exhibitor concerned a contractual penalty of 20 % of the net fee for the agreed Exhibition Space, but no less than CHF 1'000 and not more than CHF 5'000 per day on which the exhibitor breaches his duty to operate or fails to comply with MCH's instructions. Payment of the contractual penalty does not release the exhibitor from the obligation to operate his booth properly. MCH reserves the right to claim damages in excess of the contractual penalty.

## 9 Catering

In order to protect life and limb, the exhibitor is prohibited from serving food and beverages on the exhibition site, e.g. in the context of occasional restaurants, food booths or event catering, either himself or through companies he has engaged. This prohibition applies regardless of whether food and drinks are supplied for a fee or not. The exhibitor may supply food and drink via MCH's official partner.

## 10 Booth Cleaning

The exhibitor is responsible for the cleaning of his Exhibition Space. He is obliged to have completed the cleaning work during the exhibition at least a quarter of an hour before the opening of the exhibition and one hour after the closing of the exhibition. The exhibitor undertakes to use only biodegradable cleaning products for cleaning. Liquids, substances or other substances which are indispensable for cleaning the booth or for cleaning, operating and maintaining the exhibits and which are not biodegradable shall be used in such a professional and proper manner that environmentally harmful effects are avoided. Remaining stocks including used aids are to be disposed of as hazardous waste by the exhibitor. Cleansers containing solvents that are harmful to health should only be used in exceptional cases and in accordance with the prescriptions.

## 11 Waste Disposal and Empties

The exhibitor is responsible for the professional recycling and disposal of his waste and that of his co-exhibitors. If the exhibitor does not dispose of the waste within the period stipulated by MCH, MCH will ensure that the waste is recycled and disposed of professionally and will charge the exhibitor for the costs incurred. Waste bags can be obtained from MCH for a fee.

The exhibitor's empties (e.g. reusable packaging material) arising in connection with the exhibition must be handed over immediately to MCH's official logistics partner for storage for the duration of the exhibition. Storage is subject to a charge; the prices are listed in the Service Shop provided for this purpose. Empties may not be stored on the Exhibition Space for the duration of the exhibition. In the event of any dispute, MCH will store the empties at the exhibitor's expense at the MCH's official logistics partner for the duration of the exhibition.

## 12 Advertising and Customer Acquisition

The exhibitor is only permitted to advertise and acquire customers within his Exhibition Space. The exhibitor may only advertise for exhibition goods that the exhibitor himself has exhibited at the exhibition and has notified MCH of this. The distribution of printed matter and gifts and the affixing of posters of any kind outside the Exhibition Space is prohibited without the prior written consent of MCH. In the event of infringement, MCH may remove them at the exhibitor's expense. Political or religious propaganda is only permitted with the prior written consent of MCH. Pushy or aggressive sales behavior is prohibited. Competitions may only be held within the exhibitor's Exhibition Space and require the prior written consent of MCH.

## 13 Intellectual Property Rights

Subject to any written agreement to the contrary between the exhibitor and MCH, the exhibitor may use the word and figurative marks of the exhibition only in the context and for the purposes of his participation in the exhibition. MCH will make the material to be used available to the exhibitor for downloading free of charge. Once the exhibition is over, the exhibitor is obliged to refrain from further use of the word and figurative marks. The exhibitor guarantees to MCH that the intellectual property rights (e.g. data, texts and photographs, logos) provided to MCH by the exhibitor are correct in terms of content and do not infringe any third-party rights, in particular copyrights, personal rights, trademark rights or design rights, and do not violate competition law or other legal provisions.

The exhibitor may make recordings (e.g. sound, film, photography) of his booth and his exhibits, use them for his own commercial purposes and distribute them. However, he is obliged to respect the personal rights of any persons depicted or audible on them and to obtain all necessary consents in writing. The recording of other participants in the exhibition, visitors, other booths and other exhibits, and of the exhibition as such, for commercial purposes is only permitted with the prior written consent of MCH. MCH may make such consent subject to conditions (e.g. consent of the persons concerned, payment of a fee, commissioning of the official partner for photography, etc.).

The exhibitor authorizes MCH to make recordings (e.g. sound, film, photography) of his booth and his exhibits for MCH's own commercial and non-commercial purposes, and to use and disseminate such recordings (e.g. advertising the exhibition in digital media, catalogs, archive collection, etc.). MCH shall respect the personal rights of the persons depicted or heard and shall obtain their consent.

## 14 Liability and Insurance

### 14.1 Exhibitor's Liability and Insurance

The exhibitor is liable to MCH for any damage caused to it by the exhibitor either intentionally or through negligence. This liability includes any fault, in particular slight negligence. Any action or omission on the part of his vicarious agents shall be attributed to the exhibitor as if it were his own.

The exhibitor shall immediately and fully indemnify MCH against all claims made against MCH by a third party (e.g. a visitor) on the basis of an act or omission by the exhibitor or one of his vicarious agents. MCH shall notify the exhibitor in writing of any claims that a third party may make against MCH.

The exhibitor is responsible for ensuring that his goods, materials, work equipment and other items as well as those of his employees and third parties called in by him are protected against unauthorized access by third parties (e.g. theft) and that he takes all reasonable measures to protect them from damage, destruction and loss.

The exhibitor is obliged to take out liability insurance at his own expense for personal injury, property damage and pure financial losses with sufficient coverage and to maintain such insurance for the entire duration of the contract. In addition, the exhibitor himself is responsible for ensuring that his business, his property (e.g. goods) and employees are adequately insured during the performance of their activities, their stay on the exhibition site and/or during the transport of goods and persons, in particular against the risks of interruption of operation, damage to property, destruction, theft, accident, etc. MCH may at any time request the exhibitor to submit the relevant proof of insurance.

Upon occurrence of a damage (e.g. personal accident, damage to property), the exhibitor is obliged to inform MCH immediately. MCH and the exhibitor shall jointly draw up and sign a damage report. The exhibitor receives a copy of the signed damage report; MCH retains the original. Any damage caused by the exhibitor or his employees and any third parties called in by the exhibitor will be repaired immediately by MCH or by third parties appointed by MCH, while at the same time informing the exhibitor, and at the exhibitor's expense.

### 14.2 Liability of MCH

MCH is liable to the exhibitor only for direct damage caused directly by MCH through gross negligence or willful intent, if and to the extent that liability has not been excluded. MCH's liability for slight negligence and for indirect and consequential damage (e.g. for loss of profit) is expressly excluded. All actions and omissions of its vicarious agents shall be attributed to MCH as if they were its own.

MCH shall not assume any duty of care for goods, materials, work equipment and other items belonging to the exhibitor, his employees and any third parties called in by him.

## 15 Duty of Care and Consideration

The exhibitor shall take account of the legal interests of MCH and third parties (e.g. other exhibitors, visitors) and shall ensure that these legal interests are neither threatened nor damaged by his actions or omissions or those of his vicarious agents and co-exhibitors.

## 16 Terms of Payment

### 16.1 Prices and Participation Packages

All prices (e.g. for Exhibition Space, marketing and communication services etc.) are listed in the registration form and on the exhibition website and are exclusive of Swiss value added tax.

Depending on the exhibition, MCH can offer an additional or alternative participation package. In this case, the specific scope of services is given in the information in the brochure or on the exhibition website. The price of the participation package is exclusive of Swiss value added tax, unless otherwise stated. If the exhibitor does not make use of all the services of a participation package, this does not entitle him to a price reduction or a prorata refund of the price of the participation package. Nor can the exhibitor change the scope of services of the participation package or exchange individual services for others.

### 16.2 Downpayment

With the booth confirmation, the exhibitor will receive a downpayment invoice for the net fee for the agreed Exhibition Space, the costs of marketing and communication services. The downpayment invoice is due for payment without discount within the specified periods. For payments by credit card, MCH may charge a processing fee of up to 4% of the amount to be paid. If the exhibitor does not pay the amount shown on the downpayment invoice within the payment period stipulated therein, his conduct with the unused expiry of the grace period of at least 7 days stipulated in the third reminder shall be deemed to constitute an implied declaration of withdrawal, and the provisions governing withdrawal pursuant to Clause 17 of these Exhibitor Regulations shall apply. MCH may dispose freely of the Exhibition Space that becomes vacant. MCH reserves the right to claim damages.

**16.3 Final Invoice**

The exhibitor will receive the final invoice from MCH no earlier than 30 days after the end of the exhibition. In this invoice, all services provided to the exhibitor (e.g. the agreed Exhibition Space, the costs of entries in information media, marketing and communication services, additionally ordered services, co-exhibitor fee, participation packages) will be invoiced. The final invoice is payable by the exhibitor within 30 days of receipt of the invoice without discount. Payments on account will be included in the final invoice. The exhibitor may raise objections within 14 days of receipt of the final invoice. Objections must be made in writing (letter, e-mail, fax) and must be justified. If the exhibitor raises no objections, the final invoice shall be deemed to have been accepted by him. For services ordered additionally from official partners of MCH, the respective partner does not invoice the exhibitor directly for his services; instead, MCH will invoice the services provided by the official partner as a separate item on the final invoice and collect the invoiced amount in the name and on behalf of the official partner. The fee that the official partner owes to MCH for its services is already included in the price of the official partner and is not shown separately. MCH shall charge interest at a rate of 2.5% per calendar month or part thereof or full month for late payments by the exhibitor.

**16.4 Electronic Invoice Dispatch**

If the exhibitor has chosen electronic invoicing at the time of registration, the downpayment invoice and final invoice addressed to him will be sent by e-mail with a PDF attachment in non-encrypted form to the e-mail address provided by the exhibitor at the time of registration. The invoice shall be deemed to have been received when the e-mail has reached the domain (e-mail account with the internet provider) of the exhibitor or the invoice recipient named by him. It is the exhibitor’s responsibility to check his electronic inbox regularly and to ensure that e-mails from MCH can always be received.

**17 Resignation**

If the exhibitor withdraws in whole or in part after (i) his binding registration or (ii) after receipt of the booth confirmation and conclusion of the exhibitor contract, the exhibitor must pay MCH a flatrate compensation (“lumpsum compensation”).

The exhibitor acknowledges and recognizes that MCH will suffer losses as a result of the exhibitor’s withdrawal that cannot be quantified exactly. For this reason, the lumpsum compensation is agreed as a valid estimate of the damages to be paid to MCH by the exhibitor as a result of his withdrawal, and not as a contractual penalty. Payment of the lumpsum compensation relieves the exhibitor of all his obligations as an exhibitor from the date of receipt of his withdrawal. MCH may offset the flat-rate compensation against any invoices on account already paid by the exhibitor; if the difference between the flat-rate compensation and the downpayment invoice is in favor of the exhibitor, MCH will transfer this difference to the exhibitor. The lump-sum compensation shall apply in addition to, and not in lieu of, other rights to which MCH is entitled by law (e.g. compensation for damages) if it can be proved that MCH has suffered greater damage; accordingly, MCH expressly reserves the right to claim damages.

The amount of the lump-sum compensation is based on (i) the time at which MCH receives a binding written declaration from the exhibitor that he wishes to withdraw from his registration or the exhibitor contract in whole or in part, and (ii) the net fee (excluding incidental expenses, taxes, etc.) that would have been payable for the Exhibition Space ordered in the registration or agreed in the booth confirmation or the exhibitor contract for which the withdrawal is made

Date of Receipt of the Notification by MCH before the Official Opening Date of the Exhibition	Compensation in % of the Net Fee of the ordered*) or agreed Exhibition Space
≥ 180 days	0%
< 180 days, but ≥ 150 days	10%
< 150 days, but ≥ 120 days	25%
< 120 days, but ≥ 90 days	50%
< 90 days, but ≥ 60 days	75%
< 60 days	100%

\*) in case of withdrawal before receipt of the booth confirmation by the exhibitor

If a co-exhibitor withdraws in whole or in part, this Clause 17 shall apply accordingly. The main exhibitor must inform MCH immediately in writing (letter, e-mail, fax) of the withdrawal of a co-exhibitor. MCH will invoice the co-exhibitor fee in accordance with the above table. The amount of the compensation is determined by the time at which the main exhibitor informs MCH of the withdrawal of a co-exhibitor.

If the exhibitor does not move into his Exhibition Space up to two days before the official start of the exhibition, his conduct shall be deemed to be an implied withdrawal and the provisions on withdrawal under this Clause 17 shall apply. MCH may dispose freely of the Exhibition Space that becomes vacant without the exhibitor being entitled to any claims (e.g. reduction of the flat-rate compensation).

**18 Reservation of Rights**

**18.1 Right to Cancel or Modify due to a Significant Reason**

MCH expressly reserves the right to modify the exhibition, its duration and the services it offers due to a Significant Reason (as defined hereinafter) and to take any measures relating to the exhibition, in particular to change the opening hours, relocate the location of the exhibition, close the exhibition temporarily, shorten the duration of the exhibition, closing the exhibition prematurely and postpone or cancel the exhibition, etc.

A “Significant Reason” is deemed to exist if (i) there are sufficient factual indications that the planned performance of the exhibition may could lead to a concrete endangerment of life and limb or of assets of considerable value; or (ii) official orders or recommendations or other reasons beyond the reasonable control of MCH (e.g. Force Majeure, as defined hereinafter), which make the undisturbed performance of the exhibition impossible or directly impacts the ability of a party hereto to perform its services, make performance substantially more onerous or unduly burdensome, or which endanger or impair the holding of the exhibition in such a way that the purpose of the exhibition (either for exhibitors, visitors or MCH) cannot be achieved or can only be achieved with considerable restrictions.

For the purpose of these Exhibitor Regulations, the term "Force Majeure" shall mean, including but not limited to, flood or washout, riot, insurrection, fire or casualty, civil disturbance, explosion, threat of bombs threat or similar interruptions, earthquake, tropical storm, hurricane or other weather interruption, strike, explosion, war or warlike action, acts of God, acts of terror or terrorist threat, nuclear reaction, radioactive contamination, accidents, quarantine, travel ban or blockade, epidemic, pandemic or disease outbreak (including, but not limited to, the Zika virus and the COVID-19 virus), other health nuisance, any laws, rules and regulations of any governmental or quasigovernmental entity, incidents resulting in a declaration of emergency at the national, state or local level impacting the ability of a party hereto to perform, or any other force or cause of the kind herein enumerated or otherwise, that are beyond the reasonable control of the party claiming the protection of this Clause 18.1. If any Force Majeure condition occurs, the party whose performance fails or is substantially delayed or affected because of such Force Majeure condition shall give immediate notice to the other party, and the protection of this Clause 18.1 shall only begin upon receipt of such notice. MCH and the exhibitor agree and acknowledge that entering into the exhibitor contract while an event of Force Majeure Event is existing or foreseeable, is not an affirmative waiver of such party's right to subsequently declare an event of Force Majeure for substantially the same or other reasons and causes.

#### **18.2 Legal Consequences of Measures according to Clause 18.1**

If MCH cancels the exhibition before its official opening date for reasons set forth in Clause 18.1, the exhibitor must share the costs that MCH has incurred through the date of cancellation. The exhibitor's contribution to such costs shall amount to 25% of the net fee (excluding ancillary costs, taxes, etc.) for the agreed Exhibition Space, and MCH will either retain the amount (especially if the exhibitor has already made downpayments) or demand payment from the exhibitor, or a combination of both. At the time of the cancellation of the exhibition, MCH and the exhibitor are each exempt from their contractual obligations to perform; any claims the exhibitor may have against MCH, including but not limited to, claims for damages and reimbursement of expenses (e.g. booth construction services, hotel bookings, travel costs, etc.), which the exhibitor has already incurred in connection with the exhibition, shall be, and hereby are, released, waived and forever discharged.

If the exhibition gets rescheduled, relocated or is materially adapted in another manner before its official opening date (e.g. less exhibition dates, meaningful changes to opening and closing hours, etc.) for reasons set forth in Clause 18.1, MCH shall inform the exhibitor about such changes. In such event, the exhibitor contract shall remain in full force with the adaptations and their effects as communicated to the exhibitor as amendments thereto, so long as the exhibitor does not object in writing within 14 days after receiving the information about the adaptations and their effects; the date on which MCH receives the objection shall be decisive for meeting the deadline. If the exhibitor timely objects within the aforementioned deadline, then the exhibitor remains liable for a contribution to MCH's upfront costs of the exhibition in the amount of 25% of the net fee of the agreed Exhibition Space (excluding ancillary costs, taxes, etc.). MCH will either retain the amount (in particular if the exhibitor has already made downpayments) or demand payment from the exhibitor, or a combination of both. At the time of receipt of the exhibitor's declaration of objection, MCH shall be exempt from the contractual obligation to perform. Any claims the exhibitor may have against MCH, including but not limited to, claims for damages and reimbursement of expenses (e.g. booth construction services, hotel bookings, travel costs, etc.), which the exhibitor has already incurred in connection with his participation in the exhibition, shall be, and hereby are, released, waived and forever discharged.

If the exhibition is adapted or changes are made once the exhibition has officially opened, including but not limited to, closing prematurely, shortening the performance time, temporarily interruption, partial closure, late opening, etc., the exhibitor must accept and has no right of withdrawal. In particular, he remains liable for payment of the full net fee of the agreed Exhibition Space. Any claims the exhibitor may have against MCH, including but not limited to, claims for damages and reimbursement of expenses (e.g. booth construction services, hotel bookings, travel costs, etc.), which the exhibitor has already incurred in connection with his participation in the exhibition, shall be, and hereby are, released, waived and forever discharged.

#### **18.3 Cancellation of an Exhibition for Other Reason**

In addition, MCH may cancel the exhibition for a reason other than mentioned in Clause 18.1, including but not limited to, if the economic viability of the exhibition is not achievable or the registration status of the exhibitors reveals that the proposed industry overview of the exhibition is not ensured, the number of exhibitors is insufficient, etc. (hereinafter referred to as "Cancellation for Other Reason"), and such Cancellation for Other Reason is determined by MCH in its sole discretion. MCH and the exhibitor are each exempt from their contractual obligations to perform at the time of cancellation of the exhibition. MCH shall reimburse the exhibitor for any payments made by the exhibitor, insofar as the corresponding MCH services have not yet been rendered to the exhibitor at the time of cancellation. Any claims the exhibitor may have against MCH, including but not limited to, claims for performance, damages and reimbursement of expenses (e.g. booth construction services, hotel bookings, travel costs, etc.), which the exhibitor has already incurred in connection with his participation in the exhibition, shall be, and hereby are, released, waived and forever discharged.

## **19 Exhibitor Exclusion**

If the exhibitor seriously breaches obligations arising from the exhibitor contract or fails to comply with the statutory, official and other safety regulations, the provisions of the General Regulations or the provisions of the booth construction and design guidelines of MCH, if the conduct of the exhibitor or his auxiliary persons leads to justified complaints of visitors, other exhibitors, MCH, their employees or vicarious agents (e.g. due to sexual harassment, noise pollution, etc.) and if, despite written warning from MCH, no improvement is achieved, MCH may exclude the exhibitor from the exhibition with immediate effect. In the event of exclusion, MCH is entitled to close the exhibitor's booth immediately and to demand that the booth be dismantled, and the Exhibition Space be cleared without delay. If the exhibitor is in default, MCH is entitled to dismantle the booth and/or clear the Exhibition Space at the exhibitor's expense. MCH shall draw up the final invoice immediately and send it to the exhibitor for payment. The excluded exhibitor is liable for the full amount of the agreed services. The excluded exhibitor has no claim against MCH for damages or reimbursement of expenses.

## 20 General Terms and Conditions

In addition to these Exhibitor Regulations, the exhibitor contract also includes the General Regulations, the booth construction and design guidelines of MCH.

In the event of contradictions, the following order of priority shall apply: (1) The provisions of the exhibitor contract take precedence over those of the Exhibitor Regulations, the General Regulations and the booth construction and design guidelines; (2) the provisions of the Exhibitor Regulations take precedence over those of the General Regulations and the booth construction and design guidelines; (3) the provisions of the General Regulations take precedence over those of the booth construction and design guidelines.

These Exhibitor Regulations are available in German, French and English. In the event of any dispute or difference of opinion between MCH and the exhibitor, the German version alone shall be decisive. Should any provision be ineffective or invalid, this shall not result in the ineffectiveness or invalidity of all other provisions. Any provisions deviating from these Exhibitor Regulations must be in writing to be valid. The transfer of the exhibitor contract in whole or in part to a legal or natural person other than the registered exhibitor, and the assignment of claims or other rights arising from the exhibitor contract, is only permitted with the prior written consent of MCH.

## 21 Applicable Law, Place of Jurisdiction and Place of Performance

The exhibitor contract and these Exhibitor Regulations shall be governed exclusively by the substantive laws of Switzerland, excluding its conflict of law regulations (IPRG; SR 291) and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG; SR 0.221.211.1). Place of performance and jurisdiction is Basel, Switzerland. However, MCH may also assert its claims at

the court of the place where the exhibitor has his registered office.

## Information on Data Protection

The valid notes on data protection of the MCH Group with further information on the processing of personal data in accordance with data protection legislation, including processing for advertising purposes and transmission to subsidiaries and official partners of MCH, and the rights to which the exhibitor is entitled can be found under the following link: <https://www.mch-group.com/datenschutz>.



MCH Swiss Exhibition (Basel) Ltd.  
The Management

Basel, September 2020

### MCH Swiss Exhibition (Basel) Ltd.

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