

General conditions for exhibitors participating in trade fairs, exhibitions and congresses with accompanying exhibitions organised by MCH Swiss Exhibition (Basel) Ltd.

Introduction

The subsidiary of MCH Group Ltd. – MCH Swiss Exhibition (Basel) Ltd. (hereinafter referred to as “MCH”) – holds a large number of trade fairs, exhibitions and congresses with accompanying exhibitions (hereinafter referred to as “exhibitions”). Subject to the following provisions, all interested persons, companies and organisations may apply to participate in an exhibition in MCH’s own halls and premises or in halls and premises rented by MCH.

1 Registration

1.1 Main exhibitors

Persons, companies and organisations wishing to participate in an exhibition as a main exhibitor should register on the registration form issued by the exhibition management. If exhibitors register in writing they must fill out the paper registration form in the correct manner, place a legally binding signature on it and submit it prior to the specified deadline. If exhibitors register electronically via the MCH online portal, they must fill out the online registration form in the correct manner and submit it prior to the specified deadline. The online registration is valid without a signature. In registering, exhibitors declare to MCH that they are seriously interested in taking part in a specific exhibition. Any alterations or reservations that the exhibitor includes on the registration form are invalid and count as not having been written. Registration for an exhibition does not constitute an entitlement to be admitted to this exhibition. In the same way, the fact of having been admitted once or several times to an exhibition does not constitute an entitlement to automatic admission or to the allocation of the same stand position as at a previous exhibition.

1.2 Co-exhibitors

Co-exhibitors are persons, companies or organisations represented in any form on the stand of another person, company or organisation, whether this be through addresses, objects, leaflets or a personal presence. Co-exhibitors must register separately. Their registration is subject to the same conditions as for the main exhibitors (see Section 1.1). In addition, a legally binding signature must be applied by the main exhibitor to the paper registration form issued by the Exhibition Management, or the main exhibitor’s contract number must be entered in the online registration form. On group stands, one of the exhibitors must assume the duties of the main exhibitor while the remainder are considered to be co-exhibitors. The main exhibitor is liable to MCH for the obligations of the co-exhibitors too. Each co-exhibitor must pay the specified co-exhibitor’s fee and any ancillary costs. Where there are several co-exhibitors, a ceiling may be placed on the total co-exhibitor fees per stand.

2 Acceptance of the conditions

In signing the paper registration form issued by the Exhibition Management, or by expressly accepting the general conditions of contract on the online registration form, exhibitors acknowledge the present Exhibition Regulations and the MCH Data Protection Declaration as being binding upon themselves and their employees and agents.

3 Data protection

MCH guarantees data protection in accordance with the Swiss Data Protection Act, the EU General Data Protection Regulation and the Data Protection Declaration of MCH Group Ltd. The exhibitor’s personal and company data will be processed by MCH or by commissioned third parties for purposes of handling the contract, customer care and market research. In addition, MCH makes this data available to other subsidiaries of MCH Group Ltd., foreign representations of MCH Group Ltd. and external service partners for purposes of establishing contact and providing services in conjunction with the exhibitor’s participation in the exhibition. The exhibitor gives his/her consent to this insofar as no express objection has been lodged.

4 Preconditions for admission

The Exhibition Management shall be the sole and final judge on the admission of persons, companies, organisations and exhibits, paying consideration to the purpose of the exhibition and the available capacity. The Exhibition Management will not recognise any claims of exhibitors or third parties in conjunction with the admission or rejection of persons, companies, organisations or exhibits. The decisive criterion for the admission of exhibitors is the group of persons participating in the exhibition in question. The decisive criterion for the admission of exhibits is the product list or the list of specialised sectors for the exhibition in question. The product groups intended for exhibition must be listed on the registration form issued by the Exhibition Management, and subsequent additions must be notified to the Exhibition Management before the exhibition opens. Only goods that are included in the product list, or come under the specialised sector concerned, and which have been registered may be exhibited, on principle. The Exhibition Management may demand precise details of the individual goods intended for exhibition. In this case, any goods that have not been registered or are not permitted may not 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 size of the requested stand area and limit the registered exhibits. Special positioning requests and the barring of competitors cannot be recognised as a condition of participation. The Exhibition Management can refuse admission *inter alia* if the exhibitor has not fulfilled due financial obligations towards MCH, if the exhibitor’s behaviour at an earlier MCH exhibition damaged MCH’s business interests or gave rise to complaints on the part of visitors or exhibitors, if the exhibitor violated statutory provisions or obligations set out in the exhibitor contract or if the exhibitor jeopardises the orderly staging of an exhibition. The Exhibition Management is also entitled to revoke an admission that has already been granted if it transpires that this was granted on the basis of false information or preconditions, or that the preconditions for admission are no longer fulfilled.

5 Allocation of stand area and location

If all the preconditions for admission are fulfilled, the Exhibition Management will allocate the stand area and the stand location. Stand allocation is determined primarily on the basis of the relevance of the registered exhibits for the theme and on their specialist classification, while, at the same time, giving consideration to the overall look of the exhibition. On the basis of the stand area requested by the exhibitor, the Exhibition Management will prepare a positioning plan showing the allocation of the individual stands. The exhibitor's requests regarding stand location are not binding. When allocating stands, the Exhibition Management is entitled to deviate to a reasonable extent from the dimensions or stand shape requested by the exhibitor if this is necessitated by the positioning concept or the overall look of the exhibition. The main exhibitor will be sent notification of the stand allocation, enclosing the positioning plan. Any objections to the specified stand allocation must be submitted to the Exhibition Management in writing, stating the reasons, within four working days of the dispatch date of the positioning plan, otherwise the stand allocation will be deemed to have been accepted. The Exhibition Management will make every effort to meet justified positioning requests. The exhibitor may not move or exchange his stand area or assign all or part of it to third parties without the written consent of the Exhibition Management.

6 Confirmation of contract

Exhibitors do not receive confirmation of their contract until after the stands have been definitely allocated. The conditional nature of admission is then lifted, 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 from that specified in an already issued confirmation of contract, to move or close entrances and exits to and from the premises, or move or close open spaces and to make other structural changes if a change in the layout is necessary on design or technical grounds. Any difference in the cost of the exhibition area resulting from such a 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, the exhibitor may withdraw from the exhibitor contract and claim repayment of the down-payment invoice that has already been paid. Any further claims are excluded.

7 Withdrawal from the exhibitor contract

7.1 Withdrawal of participation

If an exhibitor withdraws his/her participation after the Exhibition Management has issued the confirmation of contract, the exhibitor will be liable, subject to Section 5, for the full cost of the stand area as well as for any ancillary costs incurred. If the Exhibition Management succeeds in allocating the vacated stand area, without loss and observing the preconditions for admission, to an exhibitor not yet registered at the time of withdrawal, the exhibitor withdrawing from the contract shall pay compensation of 25% of the cost of the stand area, but at least CHF 3,000, plus the ancillary costs incurred or, if the cost of the stand area is less than CHF 3,000, the exhibitor shall pay the full amount. If only part of the stand area can be allocated to another exhibitor, the withdrawing exhibitor shall be liable for the stand area that has not been allocated. If withdrawal only occurs 30 days before the exhibition opens, the full price of the stand area and the ancillary costs incurred are payable – regardless of whether the stand can be allocated to another exhibitor or not.

Even if the vacated stand area is occupied wholly or in part by an exhibitor already positioned elsewhere (repositioned by the Exhibition Management), the withdrawing exhibitor will remain liable for the full price of the stand area and for the ancillary costs incurred. Co-exhibitors who withdraw 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 been occupied by the exhibitor two days before the exhibition opens. The exhibitor then loses his/her claim to the stand. The exhibitor is, however, still liable for the full price of the stand area and for the ancillary costs incurred. The Exhibition Management reserves the right to charge for costs arising from the non-occupancy of the stand.

7.2 Reduction in the confirmed stand area

If an exhibitor reduces their stand area after the Exhibition Management has confirmed the contract, the exhibitor shall continue to be liable for the full price of the stand area and the ancillary costs incurred. If the Exhibition Management succeeds in allocating the vacated stand area to an exhibitor not yet registered at the time of the reduction in area, the exhibitor reducing their stand area must make a contribution of CHF 1000 towards the administrative costs.

8 Terms of payment

8.1 Prices

The prices for the stand areas, supplements and advertising, etc. are listed on the registration form and on the website of the exhibition in question. The prices for additional services are listed in the MCH Online Service Center. MCH reserves the right to lay down special terms of payment for individual exhibitions.

8.2 Down-payment invoice

Once the Exhibition Management has confirmed the contract, the exhibitor will receive a down-payment invoice for the cost of the stand area, the compulsory entries in the information media and any advertising services, plus an advance payment for any additional services, such as technical connections, stand cleaning, parking spaces, admission tickets, vouchers and insurance. If appropriate, the Exhibition Management can also send the exhibitor further down-payment invoices. All the invoices are payable net, without any deductions, within the specified deadlines. Payment by cheque is not accepted. If payment is made by credit card, MCH may charge a processing fee of a maximum of 3% of the sum due.

8.3 Late payment

If a down-payment invoice is not paid within the specified time, the Exhibition Management reserves the right to set a payment deadline of eight days in writing and, if payment has still not been received, to cancel the Exhibitor Contract with immediate effect and make other use of the stand space. In this case, the defaulting exhibitor must pay compensation of 25% of the cost of the stand area, but at least CHF 3,000, or, if the cost of the stand area is less than CHF 3,000, the full cost of the stand area. The corresponding invoice must be paid within 14 days of the invoice date. 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 shall be entitled to refuse the exhibitor access to the MCH halls and premises or to clear the stand immediately at the exhibitor's expense.

8.4 Final invoice

After the exhibition, the exhibitor will receive the final invoice for additional services provided, and the down-payments already made will be offset against the effective costs. The final invoice must be paid net, without any discount, within 30 days of the invoice date. Any objections must be notified to the Exhibition Management in writing, stating the reasons, within ten days of receipt of the final invoice. Otherwise the final invoice will be deemed to have been accepted.

8.5 Swiss value added tax

With just a few exceptions, the services provided by MCH are subject to Swiss value added tax. Services provided to exhibitors domiciled outside Switzerland are also subject to value added tax, since it is the place where the service is provided (Switzerland) that is decisive. Under certain circumstances, however, exhibitors can apply for a refund of these taxes.

9 Information media

An entry in the MCH information media (print and/or online) is compulsory for all exhibitors and co-exhibitors. The exhibitors guarantee that the data they supply is correct in terms of its content and neither infringes the rights of third parties – especially copyright, personal rights, or brand or design rights – nor violates competition law or other statutory regulations. MCH does not assume any liability for erroneous, incomplete or unlawful entries or entries that violate the rights of third parties. Exhibitors release MCH and its partners from any legal claims of third parties in conjunction with the entries and hold MCH and its partners harmless.

10 Additional services

MCH offers exhibitors additional services, such as technical connections, stand construction, stand furnishings, stand personnel, stand cleaning, stand guarding, catering, parking spaces, admission tickets, vouchers and insurance for their participation in the exhibition. These services can only be ordered on the forms provided for this purpose in the MCH online portal. After exhibitors have been definitively allocated a stand, they will be assigned their personal login for the MCH online portal where they can plan, book and monitor their stand arrangements. Certain services are provided by official partners of MCH. The official partners will contact the exhibitors directly, advise them, conclude contracts with them and perform the services. MCH takes charge of collection and invoices the exhibitors for the cost of the services provided. MCH endeavours to provide the exhibitors with the best possible service but cannot, in individual cases, guarantee the punctual, complete and error-free provision of service by its official partners and does not assume any liability for incorrect fulfilment.

11 Exhibitor passes and visitor tickets

11.1 Exhibitor passes

Exhibitor passes are for the exclusive use of stand personnel. They are personal and non-transferable. In the event of noncompliance, the Exhibition Management reserves the right to withdraw these passes.

11.2 Visitor tickets and vouchers

Visitor tickets are personal and non-transferable. They give the visitor admission to the exhibition on any one day. For a handling fee, exhibitors are able to purchase vouchers for admission tickets at reduced prices for their customers. The vouchers entitle visitors to obtain admission tickets at the exhibitor's expense. Exhibitors may not sell visitors' tickets and vouchers without the Exhibition Management's written consent.

12 Acceptance and return of the stand area

When taking over the stand area, the exhibitor must check the state it is in and notify any shortcomings to the Hall Manager before making a start on stand construction. If the exhibitor fails to do this, the stand area will be deemed to have been accepted. Once the stand has been dismantled, the Hall Manager will carry out the acceptance of the vacated stand area when so requested by the exhibitor and draw up the corresponding report.

13 Stand construction

13.1 General information

Stand construction, logistics, operation and security during exhibitions are governed by the provisions of the MCH General Regulations, the MCH Logistics Regulations and the Stand Construction and Design Guidelines for the exhibition in question.

13.2 Construction and dismantling

Exhibitors are responsible for ensuring that their stand is assembled and dismantled by the date specified by the Exhibition Management. If a stand is not ready on time, the Exhibition Management shall be entitled to impose a penalty of CHF 5,000 on the exhibitor for each day that the stand is not ready. In addition to this, the exhibitor will also be charged all the costs for cleaning and security incurred in this way.

14 Regulations for stand constructors

14.1 Minimum working and wage conditions

Both foreign and Swiss stand constructors who carry out stand construction work on the Messe Basel site must guarantee their employees the minimum working and wage conditions prescribed in Switzerland by federal laws, Federal Council ordinances, generally binding collective agreements and standard employment agreements. These conditions concern, in particular, minimum remuneration, working and rest periods, minimum duration of holidays, safety at work and health protection at work. If stand construction work is performed by subcontractors, the main contractor shall be jointly and severally liable for non-compliance with the net minimum wage and working conditions by the subcontractor. Stand constructors who claim to be self-employed must prove this to the competent control bodies upon request. The provisions of the Swiss Federal Act on Workers posted to Switzerland (SR 823.20) and the associated directives of the State Secretariat for Economic Affairs (www.seco.admin.ch) are decisive. Exhibitors must draw the attention of the stand constructors they use to these obligations.

14.2 Registration obligations for foreign employers and self-employed service providers

Nationals of the EU/EFTA member states and workers posted to Switzerland from companies having their head office in an EU/EFTA member state do not require a permit for stays of less than 90 days per calendar year. At least eight days prior to the work in Switzerland, however, the employer or self-employed service provider must submit the following details in writing to the Basel Office of Economy and Labour (AWA): the identity of the people being sent to Switzerland, the gross hourly wage of these persons, the start and duration of the work, the type of work to be carried out, the location at which the work is being performed and a contact person. Registration can be performed online via the following link: www.bfm.admin.ch

14.3 Checks and sanctions

Compliance with the minimum working and wage conditions as well as with the legislation governing entry and residence (Federal Act on Foreign Nationals; SR 142.20) is monitored by the Basel Office of Economy and Labour (AWA), the Migration Office and the joint committees for the skilled trades. The corresponding documents and proof are to be submitted on request. In the event of violations, fines of up to CHF 5,000, control costs, wage back payments, work suspensions and a five-year ban on the provision of services in Switzerland can be imposed on the guilty company.

15 Stand operation

Exhibitors must ensure that their stands are occupied without interruption during the exhibition opening hours for the entire duration of the exhibition. In particular, all the stands must be equipped in an orderly fashion and staffed by personnel with the necessary expertise. If an exhibitor is not present during the specified opening times or leaves the exhibition prematurely, the Exhibition Management may impose a penalty of up to CHF 5,000. The following are not permitted: the use of any equipment or the holding of presentations or performances of any type that cause an evident nuisance to adjacent exhibitors or visitors, in particular the occupation or use of the area in front of the stand, the wearing of fancy advertising dress outside the stand or any kind of noise, etc. Demonstrations within the stand must not cause a visual, acoustic, or spatial nuisance to neighbours. They may also not impede the circulation of visitors in the aisles. The provisions of the Noise and Laser Ordinance (SR 814.49) must similarly be observed.

16 Over-the-counter sales

The Exhibition Management shall decide on whether over-the-counter sales are generally permitted at an exhibition. Over-the-counter sales are deemed to be the sale and simultaneous delivery of goods at the exhibition itself.

17 Product safety

According to the Ordinance on Food and Commodities (SR 817.02), exhibitors who offer food and/or utility articles for sale at a trade fair must designate a responsible natural person in Switzerland who bears responsibility vis-à-vis the enforcement authorities for the safety of such food and/or utility articles.

18 Advertising and acquisition

18.1 General information

Exhibitors may only engage in advertising and acquisition within the boundaries of their own stand. Exhibitors may only advertise on their stand, and only conduct advertising for companies, products or services that are registered for the exhibition in question. Unless approved by the Exhibition Management, the distribution of printed matter and gifts and the affixing of posters of any kind outside the exhibition stand is prohibited. Political and religious propaganda is only permitted with the express consent of the Exhibition Management.

18.2 Customer information

When specifying prices, discounts, extras and other information, it is essential to observe the provisions of the Federal Law on Consumer Information (SR 944.0), the Federal Law against Unfair Competition (SR241) and the Ordinance on the Notification of Prices (SR 942.211).

18.3 Sales practice

Intrusive or aggressive sales practices are forbidden. The following, in particular, is prohibited: to call or speak to visitors passing in the aisles, to draw visitors onto the stand, to harass visitors with food and drinks to sample in the aisles, to position items of the stand inventory (tables, chairs, counters or bar stools, etc.) outside of the confines of an exhibitor's own stand space or to pressurise visitors with a view to getting them to conclude a purchase. MCH arranges for checks to be carried out by impartial individuals authorised by itself. MCH shall have the right to demand a contract penalty of CHF 5,000 from any exhibitor found breaking this rule despite having already received a written warning.

18.4 Competitions (prize games)

The organisation of competitions (prize games) is only permitted within the exhibitor's own stand and requires the written consent of the Exhibition Management. Such competitions (prize games) must not disturb exhibitors on neighbouring stands. Lotteries as defined in the Swiss Federal Law on Lotteries and Commercial Gambling (SR 935.51) are prohibited. The law defines a lottery as any event in which, for compensation in any form whatsoever or upon conclusion of a legal act, an economic or pecuniary right or advantage is promised or held in prospect as a prize, whose acquisition, size, or character is decided on by chance through the drawing of lots, numbers, or similar random means.

19 Stand surveillance

For security reasons, individual stand surveillance must be ordered exclusively from MCH. During the absence of stand personnel (especially at night) exhibitors are required to lock up in a safe any items that are worth CHF 50,000 or more. It is recommended that cash, jewellery, data media and technical components, etc. be kept in a safe.

20 Stand cleaning and waste disposal

20.1 Stand cleaning

Exhibitors are responsible for cleaning their own stands. Cleaning must be finished no later than a quarter of an hour before the exhibition is opened and one hour after the official closing time. Exhibitors who do not want to clean their stands themselves must order this service from MCH for security reasons.

20.2 Waste disposal

Exhibitors are responsible for the disposal of their own waste both during the construction and dismantling phases and during the actual exhibition. MCH organises the disposal of the waste. Small quantities are collected and disposed of in MCH waste disposal bags at the exhibitor's expense. Bigger quantities, bulky waste and hazardous waste will be disposed of in skips and special containers and invoiced to the exhibitor. Kitchen and catering waste is to be disposed of segregated into plastic, glass, paper and residual waste. For safety reasons, all passages and zones outside the stand must be kept free of waste and other material at all times. Waste stored in passages and zones outside the stand areas and any waste and exhibits left behind on the exhibition premises after the end of the exhibition or after the clearance deadline specified by the Exhibition Management will be disposed of or put into storage by MCH for an increased cost, at the expense of the exhibitor in question.

21 Intellectual property rights

21.1 Infringement of intellectual property rights of others

The legal provisions regarding the protection of intellectual property rights, in particular patent, trademark and design rights as well as copyright and the law on fair trading must be respected. Anyone infringing the intellectual property rights of others at an exhibition may be called to account under both civil and criminal law. If anyone fears that their intellectual property rights have been infringed at an exhibition, they can go before the competent court to apply for an interim order and obtain a ban on the presentation of particular products or services at the exhibition. If they are already in possession of a definitive judgement from a Swiss court prohibiting the presentation of particular products or services at the exhibition, the Exhibition Management will instruct the exhibitor in question to remove these products or services from their stand immediately. If the exhibitor refuses to follow the Exhibition Management's instructions, they can be excluded from the exhibition with immediate effect. In case of doubt, clarification can be obtained from the Swiss Federal Institute of Intellectual Property (Institut für Geistiges Eigentum, Stauffacherstrasse 65, 3003 Bern, Tel. +41 31 377 77 77, www.ige.ch)

21.2 Musical performances

Anyone playing live music or recorded music from audio or audio-visual recording media in the MCH halls or other premises or in the outdoor areas of the exhibition site has the duty to obtain a permit from SUISA (the Cooperative Society of Music Authors and Publishers in Switzerland). The use of music must be notified to SUISA at least ten days before the start of the exhibition. The organisers agree to compensate MCH in full for any claims filed by third parties on account of failure to comply with copyright provisions (information and permits are available from: SUISA, Bellariastrasse 82, Postfach 782, 8038 Zürich, Tel. +41 44 485 66 66, www.suisa.ch).

21.3 Photographs and records of stands and exhibits

In order to protect the rights of exhibitors, it is only permissible to create audio and/or visual records in any form of the stands and exhibits of other exhibitors in the MCH halls and other premises with the consent of the Exhibition Management. The Exhibition Management may charge a fee per stand for giving its consent. Close-up photographs require the express consent of the exhibitors and visitors concerned. It is, moreover, a matter for each exhibitor to adopt the necessary precautions for enforcing their rights and for preventing undesired photographs. Exhibitors undertake that MCH will not be held liable in any way for claims filed by third parties in the event of illicit photographs being made of stands and exhibits.

21.4 Commercial photographs and records

Commercial photography and all forms of reproduction are only allowed if a special permit is obtained from the Exhibition Management. By agreement with the exhibitors concerned, the Exhibition Management may issue a general ban on taking photographs and creating reproductions of all types in particular areas.

21.5 MCH's right to create photographs and records

MCH is entitled to have image and sound recordings of any type made of persons, stands and exhibits and to use these for its own or for general advertising, documentation and press purposes. The exhibitor undertakes not to use the argument of copyright or personal rights in any way in order to object to this.

21.6 Photographs and records of stands created by exhibitors

Exhibitors who want to create records of their own stand themselves or have their own personnel create such records will be given a permit to do so free-of-charge upon presentation of their exhibitor's pass. This does not, however, constitute a general permit to take photographs/create records. It is valid solely for the exhibitor's own stand.

21.7 Use of MCH logos

Unless agreed otherwise, exhibitors may only use exhibition logos and the MCH logo that are protected by trademark law in the context and for the duration of their participation in the exhibition in question.

22 Liability

22.1 Notification of the damage

Any damage must be reported to MCH without delay. Compensation for the damage is excluded if late notification of the damage results in the MCH's insurance company refusing to accept the claim.

22.2 Negligence and indirect damage

As far as is legally permissible, MCH excludes, both for itself and for its agents, any liability for slight negligence and indirect damage, and especially for lost profits.

22.3 Damage to exhibits and stand furnishings

MCH is not a custodian in the sense of Article 472 of the Swiss Code of Obligations and does not assume a duty of care towards exhibitors, owners or third parties for exhibits, stand equipment and other items not belonging to it. MCH excludes any liability or recourse claims in the event of damage, loss or the official confiscation of exhibits, stand equipment and other items not belonging to it, both during the time for which the goods are on the exhibition site and during their transport to and from the site.

22.4 Damage through the operation of a stand

MCH declines any liability towards exhibitors and third parties for damage caused by performances and presentations, the assembly or dismantling of stands or through the operation of a stand. MCH is not liable to exhibitors for their economic success at an exhibition or for any consequences resulting from the position or surroundings of their stand spaces.

23 Insurance

All exhibitors are required to insure all exhibits and stand installations against damage and loss during an exhibition and also during transport to and from the site, and they must also take out liability insurance. Upon request, the exhibitor will be insured against these risks through MCH's collective contract. In this case, the exhibitor must fill out the "Insurance Application" form and submit it to the exhibition management no later than two weeks prior to the start of the exhibition. Exhibitors themselves are responsible for determining the correct level of the sum insured. Following this, the exhibitor will be issued with an insurance certificate. MCH will pay the premiums to the insurance company as an advance and will invoice the exhibitor for the corresponding amount in the final invoice for the exhibition. Exhibitors who already have adequate insurance cover must submit a declaration of non-participation (waiver) to the exhibition management two weeks prior to the start of the show at the latest, otherwise they will be automatically insured against the above-mentioned risks. MCH does, however, draw exhibitors' express attention to the fact that the automatic sum insured may not be sufficient and that an exhibitor may not be adequately covered in the event of a claim.

24 Cancellation, premature termination, rescheduling or adaptation of an exhibition

24.1 Cancellation and premature termination of an exhibition

MCH is entitled to cancel an exhibition before it is held, or prematurely terminate an exhibition, if it is not possible to hold the exhibition for reasons for which MCH is not responsible, or on account of force majeure. If an exhibition has to be cancelled or prematurely terminated for reasons for which MCH is not responsible, or on account of force majeure, MCH shall be released from its contractual duties to perform, and the exhibitors shall have no claim against MCH for either performance, withdrawal from the contract, or compensation. Any payments already made will be refunded with the deduction of any expenditure already incurred by MCH in connection with the cancelled or prematurely terminated exhibition.

24.2 Rescheduling and adaptation of an exhibition

MCH is entitled to reschedule an exhibition or adapt its operation to the circumstances if MCH has a particular interest in such measures due to special circumstances. If an exhibition has to be rescheduled or its operation adapted to the circumstances, the exhibitors shall have no claim against MCH for either withdrawal from the contract or compensation.

25 Construction work

Exhibitors shall tolerate any construction or repair work performed in or on MCH's halls and premises without being able to claim compensation, provided such work is necessary and reasonable.

26 Exclusion of exhibitors

Exhibitors who violate statutory provisions or obligations set out in the exhibitor contract, who do not follow the instructions issued by the Exhibition Management, or whose behaviour at the exhibition gives rise to justified complaints by visitors or exhibitors, can be excluded from the exhibition with immediate effect by the Exhibition Management. In the event of exclusion from the exhibition, MCH is entitled to immediately close the exhibitor's stand and demand that the stand be dismantled and the stand space cleared without delay. If the exhibitor does not perform the above without delay, MCH shall be entitled to dismantle the stand and/or clear the stand space at the exhibitor's expense. The excluded exhibitor is liable for the full costs of the stand space and for the ancillary costs incurred. The exhibitor shall not be entitled to claim damages.

27 General information

If the wording of the present Exhibition Regulations gives rise to differences of opinion as regards their interpretation, the German language version shall be decisive. If any one provision is found to be invalid, this will not have the effect of rendering all the provisions invalid. All verbal agreements, individual authorisations and special arrangements require the written confirmation of MCH in order to be valid. It is only permitted to transfer the exhibitor contract, either as a whole or in part, to a legal or natural person other than the exhibitor, or to assign individual claims or other rights from this exhibitor contract, with the express consent of the Exhibition Management. MCH reserves the right to issue special rules for individual exhibitions which take precedence over the general conditions.

28 Applicable law and jurisdiction

Solely Swiss law shall apply. The exhibitors accept that any disputes with MCH will be subject to the jurisdiction of the ordinary courts of the canton of Basel-Stadt. MCH can also choose to pursue any claims they may have against an exhibitor before the courts of the place at which the latter has their domicile or seat.



MCH Swiss Exhibition (Basel) Ltd.
The Management

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