

General conditions for exhibitors participating in trade fairs, exhibitions and congresses with accompanying exhibitions organised by MCH Beaulieu Lausanne SA.

Introduction

The subsidiary of MCH Group Ltd., MCH Beaulieu Lausanne SA (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 MCH exhibition in its own halls and premises or in rented rooms. The Fondation de Beaulieu is the owner of the buildings in which the exhibitions organised and managed by MCH are held.

1 Registration

1.1 Main exhibitors

Persons, companies and organisations wishing to participate in an exhibition as main exhibitors should register on the registration form issued by the exhibition management. The registration form must be correctly filled out, signed and returned within the specified deadline. If the exhibitor registers electronically via the "m-manager" internet ordering service (www.m-manager.com), the registration will be valid even without a signature. In registering, exhibitors declare vis-à-vis MCH that they are seriously interested in participating 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 in any way 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 physical 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, the printed registration form issued by the exhibition management must be duly signed by the main exhibitor, or the main exhibitor's contract number must be included 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 fee per stand.

2 Acceptance of the conditions

In signing the registration form issued by the Exhibition Management or in accepting the general conditions of the contract when registering via the "m-manager" internet ordering service (www.m-manager.com), exhibitors acknowledge the Exhibition Regulations as binding upon themselves and their employees and agents. Unless they notify the Exhibition Management to the contrary, exhibitors also agree at the same time to their personal and company data being processed by MCH or by a company commissioned by MCH and being forwarded to a contractual partner of MCH for purposes of providing services in conjunction with the exhibitor's participation in the exhibition. MCH will ensure that the data is subject to data protection under the terms of the Swiss data protection legislation.

3 Preconditions for admission

The Exhibition Management shall be the sole and final judge on the admission of persons, companies, organisations and exhibits. Requests for participation may be rejected without stating the reasons. 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 criterion for the admission of exhibits is the product-category list, i.e. the list relating to the professional sector for the exhibition in question. The product groups intended for the 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-category list, i.e. which come under the professional 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 number of notified exhibits. Special positioning requests and the barring of competitors cannot be recognised as conditions of participation. The Exhibition Management can refuse admission if the exhibitor has not fulfilled due financial obligations towards MCH or if the exhibitor's behaviour at an earlier MCH exhibition has given rise to substantiated complaints on the part of visitors or exhibitors. The management is also entitled to revoke an admission that has already been granted should it transpire that this was granted on the basis of false information and details, or that the preconditions for admission are no longer fulfilled.

4 Allocation of stand area and location

If all the preconditions for admission have been fulfilled, the Exhibition Management will allocate the stand area and the stand location. Stand allocation is determined primarily by the relevance of the notified exhibits for the theme and on how they best fit in with the overall look of the exhibition. Based on 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 in any way. 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 layout concept or the overall look of the exhibition. The main exhibitor will be sent notification of the stand allocation, enclosing the positioning plan. Any complaints regarding the stand allocated must be submitted to the Exhibition Management in writing, setting out the reasons, within four working days of the date on which the positioning plan was sent out, otherwise the allocated stand will be deemed to have been accepted. The Exhibition Management will make every effort to accommodate justified positioning requests. The exhibitor may not move or exchange his/her stand area or assign all or part of it to third parties without the written consent of the Exhibition Management.

5 Confirmation of contract

Once the stand has been definitively allocated, confirmation of the contract will be sent to the exhibitor; the provisional nature of the admission is then lifted and the contract becomes valid in its entirety. The Exhibition Management shall be entitled to allocate the exhibitor a different stand area or a different stand location from that specified in a confirmation of contract that has already been issued, to move or close entrances and exits to and from the premises, to move or close open spaces and to make other structural changes. Any difference in the cost of the stand 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 that has already been made. Any further claims are excluded.

6 Cancellation of the Exhibitor Contract

6.1 Waiver of participation

If an exhibitor withdraws 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 admission requirements, 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, and 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 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 stand area and for the ancillary costs incurred. If a co-exhibitor withdraws, they 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. He/she 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.

6.2 Reduction of the confirmed stand area

If an exhibitor reduces his/her stand area after the Exhibition Management has confirmed the contract, he/she 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 to an exhibitor not yet registered at the time of the reduction in area, the exhibitor reducing his/her stand area must make a contribution of CHF 1 000 towards the administrative costs.

7 Terms of payment

7.1 Prices

The prices for the stand areas, supplements and discounts, etc. are listed on the registration form, in the leaflet and on the website of the exhibition in question. The prices of the additional services are listed on the website of the "m-manager" internet ordering service (www.m-manager.com). MCH reserves the right to lay down special terms of payment for individual exhibitions.

7.2 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.

7.3 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, and 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 halls and premises or to clear the stand immediately at the latter's expense.

7.4 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 for the exhibition 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. The final invoice will otherwise be deemed to have been accepted.

7.5 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, these exhibitors can apply to the relevant authority for a refund of this tax. The corresponding leaflet will be enclosed with the invoice concerned or may be obtained from the website of the "m-manager" internet ordering service (www.m-manager.com).

8 Information media

An entry in the information media (print and/or online media) is compulsory for all exhibitors and co-exhibitors. MCH declines all liability for incorrect, incomplete or omitted entries. The conditions and prices of the entries and adverts are specified in a brochure which will generally be sent to the exhibitors with the exhibitor documents or may be downloaded from the website of the "m-manager" internet ordering service (www.m-manager.com) for the exhibition in question.

9 Use of the "m-manager" internet ordering service

MCH operates the "m-manager" internet ordering service which exhibitors can use to plan, book and check their exhibition presence. The Exhibition Management decides on the exhibitions for which "m-manager" is to be made available. The conditions governing the use of the "m-manager" can be called up on the www.m-manager.com website. By expressly accepting the general conditions of contract on this website, the user acknowledges the user regulations for "m-manager" as binding.

10 Additional services

MCH offers exhibitors additional services, such as technical connections, stand construction, stand fittings, stand personnel, stand cleaning, stand surveillance, catering, parking places, admission tickets, vouchers and insurance for their participation in an exhibition. These services must be ordered on the special forms provided for them. The order forms are similarly available on the website of the "m-manager" internet ordering service (www.m-manager.com).

11 Exhibitors' passes and visitors' tickets

11.1 Exhibitors' passes

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

11.2 Visitors' tickets and vouchers

Visitors' tickets are personal and non-transferable. Exhibitors are entitled to purchase a certain number of visitors' tickets at a reduced price for their customers. These give the customer admission to the exhibition on any one day. Instead of visitors' tickets, exhibitors can also obtain vouchers, upon payment of a processing fee. The vouchers give visitors admission to the exhibition at the exhibitor's expense. Exhibitors may not sell visitors' tickets and vouchers without the prior written consent of the Exhibition Management.

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 structures must comply with the MCH General Regulations and the MCH 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 Stand operation

Exhibitors must ensure that their stands are occupied without interruption during the exhibition opening hours. In particular, all 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 use of any equipment or the holding of presentations or performances of any type that are likely to inconvenience adjacent exhibitors or visitors is not permitted. It is forbidden, in particular, to occupy or make use of the area in front of the stand, to wear fancy advertising dress outside the stand or to make any kind of noise, etc. Demonstrations within the stand must not cause a visual, acoustic, or physical nuisance to neighbours, nor impede the circulation of visitors in passageways. The provisions of the Noise and Laser Ordinance of 28 February 2007 must similarly be observed.

15 Cash sales

The Exhibition Management shall decide whether cash sales are fundamentally permitted at an exhibition. Cash sales are deemed to be the sale of goods for cash and the delivery of these goods at the exhibition itself.

16 Catering

MCH leases to an official caterer the restaurants, bars and refreshment stands, and also all the areas that can be used for mobile catering over the entire MCH site in Lausanne, plus all the services associated with the delivery of drinks, snacks and meals that are provided on the stands. Exhibitors must therefore contact these official caterers with their catering requirements.

17 Advertising and acquisition

17.1 General information

Exhibitors may only engage in advertising and acquisition within the boundaries of their own stand. Exhibitors may only advertise on their own stand, and only conduct advertising for companies, products or services that are registered for the exhibition in question. 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. Political and religious propaganda is only permitted with the express consent of the Exhibition Management.

17.2 Customer information

When specifying prices, discounts, extras and other information, it is essential to observe the provisions of the Federal Law on Consumer Information of 5 October 1990, the Federal Law against Unfair Competition of 19 December 1986 and the Ordinance on the Notification of Prices of 11 December 1978.

17.3 Sales practice

All forms of intrusive or aggressive sales practice are prohibited. It is prohibited, in particular, to call or speak to visitors passing in the aisles, to draw visitors onto the stand, to pester 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.

17.4 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. Competitions must not disturb exhibitors on neighbouring stands. Lotteries as defined in the Swiss Federal Law on Lotteries and Commercial Gambling of 8 June 1923 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 means.

18 Stand surveillance

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

19 Stand cleaning and waste disposal

19.1 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.

19.2 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 will be 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. For safety reasons, all passages and zones outside the stand must always be kept free of waste and other material. 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 a higher charge at the expense of the exhibitor in question.

20 Intellectual property rights

20.1 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 competition, 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 his/her intellectual property rights have been infringed at an exhibition, it is possible for him to go before the competent court to apply for an interim order and to obtain a ban on the presentation of particular products or services at the exhibition. If the complainant is already in possession of a definitive judgment from a Swiss court prohibiting the presentation of particular products or services at the exhibition, the Exhibition Management will instruct the infringing exhibitor to remove these products or services from his/her stand immediately. Anyone with any doubts can obtain clarification by contacting the Swiss Federal Institute of Intellectual Property (l'Institut de la Propriété Intellectuelle, Stauffacherstrasse 65, 3003 Bern, T +41 31 377 77 77, www.ige.ch).

20.2 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 parts of the exhibition site has the duty to obtain a permit from SUISA (the Cooperative Society of Music Authors and Publishers in Switzerland). The intended use of music must be notified to SUISA at least ten days before the start of the exhibition.

The exhibitors 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, T +41 44 485 66 66, www.suisa.ch).

20.3 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 whatever 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 preventing the creation of undesired records. Exhibitors undertake that MCH will not be held liable in any way for claims filed by third parties in the event of illicit records being created of stands and exhibits.

20.4 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.

20.5 MCH's right to create photographs and records

MCH is entitled to arrange for audio and/or visual records of whatever type to be made of stands and exhibits and to use such records for its own or general advertising, documentation and media purposes. The exhibitor undertakes not to use the argument of copyright in any way in order to object to this.

20.6 Photographs and records of stands created by exhibitors

Exhibitors who want to create records of their own stand themselves or by their own personnel 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 Liability

21.1 Liability of MCH

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 owners or third parties for exhibits, stand equipment and other items not belonging to it. During the time that the goods are on the exhibition site, and also during transport to and from the site, MCH excludes any liability or recourse claims in the event of damage, loss or the official confiscation of exhibits, stand equipment and other third-party objects. MCH further declines any responsibility for damage caused by exhibitors' performances and presentations, by the assembly or dismantling of stands, or through the operation of a stand. Exhibitors shall be liable for any damage caused by their employees or agents. MCH shall not be liable towards the exhibitor for any consequences arising from the position or surroundings of the exhibitor's stand area. Any damage must be notified to MCH without delay.

21.2 Liability of the Fondation de Beaulieu

As the owner of the buildings in which the exhibitions organised by MCH are held, the Fondation de Beaulieu assumes liability for damage caused by construction defects or maintenance shortcomings in these buildings.

22 Insurance

All exhibitors are required to insure all exhibits and stand installations against damage and loss during the exhibition, and also during transport to and from the exhibition, and must also take out liability insurance. It is possible for exhibitors to apply to be insured against these risks through MCH's collective contract. In this case, the exhibitor must fill out the "Insurance Application" form and submit this 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 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 no later than two weeks prior to the start of the exhibition, otherwise they will be automatically insured against the above-mentioned risks. MCH draws exhibitors' express attention to the fact that the automatic sum insured may not be sufficient and that an exhibitor may not be sufficiently covered in the event of a claim.

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

Where there are cogent reasons for so doing, the Exhibition Management shall have the right to cancel the exhibition before its start, to terminate it prematurely, to reschedule it or to adapt its operation to the circumstances. If an exhibition has to be cancelled, prematurely terminated, rescheduled or adapted to the circumstances for cogent reasons, MCH shall be released from its contractual duties to perform, and 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 exhibition. Cogent reasons include force majeure, orders by the authorities or other circumstances not attributable to MCH, which make it impossible or difficult to hold an exhibition, and include situations where the Exhibition Management considers it unreasonable to hold an exhibition on economic or political grounds.

24 Construction work

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

25 General provisions

Exhibitors contravening the MCH rules, or whose behaviour at the exhibition gives rise to justified complaints from visitors or exhibitors, can be excluded from the exhibition by the Exhibition Management with immediate effect. They are liable for the full cost of their stand area and for the ancillary costs incurred. If the wording of the current Exhibition Regulations gives rise to differences of opinion as regards their interpretation, the French 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 written confirmation of MCH in order to be valid. MCH reserves the right to issue special provisions for individual exhibitions, which take precedence over the general conditions. The provisions of the General Regulations apply with regard to stand construction, logistics, operation and safety during exhibitions.

26 Applicable law and jurisdiction

Solely Swiss law shall apply. Any disputes between MCH and the exhibitors shall be subject to the jurisdiction of the ordinary courts of the canton of Vaud. MCH shall, however, have the right to alternatively choose to pursue any claims they may have against an exhibitor before the place at which the exhibitor has his domicile or seat.



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