

The General Regulations lay down the general rules of conduct which the contractual partner of MCH Swiss Exhibition (Basel) Ltd. with its registered office in Basel/Switzerland (hereinafter referred to as “MCH”) must comply with in the use of the halls, premises and the remaining site (hereinafter referred to as the “Exhibition Site”). The contractual partner is obliged to inform his employees and any third parties he may have called in to assist him of the content of these General Regulations and to impose on them the obligation to comply with these.

1 Right of Access

The Exhibition Site may only be entered by those who are authorized to do so. All persons must be able to prove their entitlement to enter by means of a pass issued by MCH (hereinafter referred to as the “Pass”) or on the basis of another document. Passes can be obtained from MCH against payment of a fee. Passes are issued in the name of the person authorized to enter and only entitle this person to enter the premises. A person authorized to access the premises is prohibited from handing over his or her Pass (even temporarily) to another person. The Pass does not entitle the person authorized to access to take along accompanying persons who do not have their own Pass. The person authorized to access must carry the Pass openly on himself. The Pass is only valid for a certain period of time. The duration depends on the contractual agreement between MCH and the contractual partner, which requires the Pass for its employees or for third parties called in by him. The Passes must be returned to MCH without being asked at the end of the period. MCH must be notified immediately of the loss of a Pass. If a Pass is lost, MCH will issue a replacement Pass against a new collection of the fee. Persons without a Pass will be expelled from the Exhibition Site. Dogs or other animals may be brought along only with the prior written consent of MCH.

2 Logistics

2.1 Transport and Handling of Goods

MCH does not provide any transport services for the contractual partner. The contractual partner is responsible for transporting his goods to, on, and from the Exhibition Site. This also applies to the packaging (commissioning) of the goods for transport and to the loading and unloading of the goods on the Exhibition Site. In order to protect life and limb and to safeguard the property of MCH, the contractual partner or third parties, the contractual partner is obliged to have the loading and unloading of goods on the Exhibition Site and transport on the Exhibition Site carried out only by the official logistics partner of MCH. The contractual partner may order the services he requires from the MCH Service Shop provided for this purpose, subject to a charge. Every delivery and collection of goods must be registered via MCH’s Logistics Tool. The username and password are generated automatically during initial registration and can subsequently be changed by the contractual partner via his user account. The contractual partner is allocated a specific zone for delivery or collection on his registration form. MCH may provide for blocked periods during which the delivery or collection of goods on the Exhibition Site is prohibited (e.g. during the opening hours of an exhibition) and may lay down other requirements concerning delivery or collection. The declaration must indicate whether the goods are perishable goods, live animals, live plants or other goods

with special requirements (e.g. oversize). MCH will allocate the contractual partner a specific time slot for the delivery or collection of his goods following declaration and will issue the contractual partner with a numbered declaration document. The declaration document is sent to the contractual partner by e-mail with a PDF attachment in non-encrypted form to the e-mail address provided by the contractual partner during declaration. The declaration document shall be deemed received when the e-mail has reached the area of control (e-mail account with the internet provider) of the contractual partner. It is the responsibility of the contractual partner to check the electronic inbox regularly and to ensure that e-mails from MCH can always be received. Notified deliveries and collections may be cancelled by the contractual partner free of charge up to 48h (“cut-off time”) before the time slot allocated by MCH for delivery or collection, and, if delivery or collection of the goods is requested at other times, a new notification may be submitted. An additional fee will be charged for cancellations and changes made within a shorter period than the aforementioned cut-off time. Goods may only be transhipped via the checkpoints specified by MCH and are subject to MCH’s access schedules. In the case of cross-border transfer of goods, the contractual partner is himself responsible for the correct customs clearance of his goods and for the correct declaration and timely payment of all associated customs duties and taxes in Switzerland and abroad. The contractual partner is recommended to obtain expert advice at an early stage. MCH draws the attention of the contractual partner to the fact that checks may be carried out on the Exhibition Site by the competent authorities.

2.2 Storage

The contractual partner may only store goods, materials, working materials and other items on the Exhibition Site with the prior written consent of MCH. The contractual partner may store his goods with the official logistics partner of MCH for a fee, and for this purpose may order the services he requires from the official logistics partner via the MCH Service Shop provided for this purpose. The parking of containers and swap bodies on the Exhibition Site and in the delivery zones is prohibited. Parking spaces on the Exhibition Site can be leased from MCH for a certain period of time by the MCH Service Shop provided herefor. The prices can be found in the MCH Service Shop.

2.3 Dispatch Services

MCH does not offer any dispatch services (haulage, freight, mail, courier). These can be ordered from the official logistics partner for a fee via the MCH Service Shop provided for this purpose. All consignments must be addressed in accordance with the instructions of the official logistics partner. MCH will not accept any consignments from the official logistics partner.

2.4 Cranes, Stackers and Lifting Platforms

In order to protect life and limb and the property of MCH, the contractual partner or third parties, MCH may oblige the contractual partner to use only cranes, forklift trucks, lifting platforms and the like (hereinafter referred to as "Industrial Trucks") belonging to the official partner of MCH on the Exhibition Site. The contractual partner must order the Industrial Trucks from the official partner at a charge via the MCH Service Shop provided for this purpose. If MCH authorizes the contractual partner to use his own Industrial Trucks on the Exhibition Site, this authorization is conditional upon the Industrial Trucks being subjected to a technical inspection, for which a charge is made, by a specialist appointed by MCH, and upon their acceptance by this specialist; MCH may make their use subject to further conditions. Permission from MCH must be granted in writing. MCH's contractual partner is responsible for ensuring that the Industrial Trucks are operated only by specialist personnel and in compliance with the specifications of the Swiss Federal Coordination Commission for Occupational Safety FCOS. All necessary licences and permits must be carried by the driver of the Industrial Trucks at all times and must be available for inspection on request. MCH may commission its official partner to check that the vehicle is being used and operated by competent personnel. If crane work becomes necessary, the contractual partner must inform MCH in good time.

2.5 Elevators

The dimensions of the elevators and the maximum permissible load are indicated in the elevator; the contractual partner is obliged to comply with these. MCH designates the elevators that the contractual partner may use. The contractual partner may not claim the elevators on the Exhibition Site for his sole use. The contractual partner shall show consideration for other persons and shall consult with them regarding the use of the elevators. The elevators shall be used with care so that they do not cause any damage.

3 Security

3.1 Occupational Health and Safety

The contractual partner shall be responsible for the safety and health of its employees and any third parties called in who are present on the Exhibition Site and who carry out work. The contracting party shall ensure that all work equipment and working devices used comply with the statutory and official regulations and the provisions of the relevant industry, are maintained, used for their intended purpose and are operated competently in compliance with the specifications of the Swiss Federal Coordination Commission for Occupational Safety FCOS. Any orders and instructions issued by MCH and/or the authorities concerning health and safety at work on the Exhibition Site must be complied with. In the event of non-compliance, MCH may expel the contractual partner, his employees and any third parties called in by him from the Exhibition Site.

3.2 Traffic Routes

The contractual partner, its employees and third parties called in by it are obliged to follow the traffic signs and traffic signals on the Exhibition Site. Vehicles and vehicle-like equipment may only be driven on the Exhibition Site where this is expressly permitted. Drivers are obliged to show the greatest possible consideration for pedestrians on the Exhibition Site. The maximum permitted speed for vehicles is 10 km/h. Lower clearance heights than 4.00 m are signposted. Motorized vehicles must switch off the engine when stopping (e.g. during loading and unloading). There is a limited winter service on the Exhibition Site.

3.3 Parking Spaces

The delivery zones on the Exhibition Sites must always be freely accessible. Vehicles or objects which block the delivery zone will be towed away at the expense of the vehicle owner or the contracting party. Parking of vehicles of the contractual partner, its employees and third parties engaged by it is permitted only in the places on the Exhibition Site marked for the relevant type of vehicle and only for the duration of their activity on the Exhibition Site. The number of parking spaces available for the various types of vehicles on the Exhibition Site is limited.

3.4 Safety Devices

The contractual partner must take all reasonable measures to ensure that persons and property do not suffer any damage as a result of actions or omissions on the Exhibition Site by him or his vicarious agents. MCH may make the use of certain goods, materials, work equipment and other devices on the Exhibition Site, in particular the use of bolt-setting devices and woodworking machines without chip extraction, for the protection of life and limb and of the property of MCH, the contractual partner or third parties, dependent on its express written consent.

3.5 Rigging (Suspensions) and Event Technology

In order to protect life and limb and to safeguard the property of MCH, the contractual partner or third parties, MCH may oblige the contractual partner to obtain rigging services only from MCH or from the official partners called in by MCH. The contractual partner must order the services for a fee via the MCH Service Shop provided for this purpose. MCH may also oblige the contractual partner to obtain event technology services only from the official partners of MCH. In this case, the contractual partner must order the services from the official partner for a fee via the MCH Service Shop provided for this purpose.

4 Fire Police

4.1 Smoking Ban

Smoking on the Exhibition Site is only permitted in the smoking areas expressly designated for this purpose. This also applies to e-cigarettes and steam. The use of fog machines by the contractual partner is only permitted with the prior written consent of MCH.

4.2 Fire Protection

The storage, safekeeping and use of inflammable and explosive substances, products and objects is prohibited on the Exhibition Site. The use of naked flames and light, flammable liquids, gas and oxygen cylinders on the Exhibition Site is only permitted with the prior written consent of MCH and in compliance with the specifications of the Swiss Federal Coordination Commission for Occupational Safety FCOS. Welding and related inflammable work on the Exhibition Site must be authorized in advance by MCH in writing and - with the appropriate consent of MCH - may only be carried out in compliance with the specifications of the Swiss Federal Coordination Commission for Occupational Safety FCOS. If the contractual partner requires a fire police permit for the use of equipment or for carrying out work on the Exhibition Site, he must submit a written application to MCH in advance. The fees for the permit shall be borne by the contractual partner, unless otherwise agreed in writing.

4.3 Escape Routes and Technical Facilities

All emergency exits, stairways, staircase forecourts, traffic routes, fire alarms and extinguishing equipment (hereinafter referred to as "Escape Routes") on the Exhibition Site must be kept clear at all times. This also includes all access routes to the Exhibition Site over their entire width. They must be clearly visible and can be used without obstruction. Electrical distribution boxes, electrical routes, ventilation pipes as well as gas and water pipes may not be blocked either completely or partially. Any items belonging to the contractual partner which obstruct Escape Routes and/or technical facilities must be removed immediately by the contractual partner on the instructions of MCH or any other authority. In an emergency, MCH may itself remove such items or have them removed at the expense of the contractual partner. MCH declines all liability for any damage that may be caused to the removed items as a result.

5 Surveillance

The Exhibition Site can be surveilled by MCH. At certain locations, surveillance can also be carried out via a video system. Express reference is made to the use of a video system. MCH does not assume any duty of care for goods, materials and other items belonging to the contractual partner and any third parties called in by him that are located on the Exhibition Site, nor does it surveil them as a matter of principle. The contractual partner must take all reasonable measures to protect his property and other items in his care (e.g. property of third parties) that are on the Exhibition Site from damage and loss (e.g. theft).

6 Technical Connections

If the contractual partner requires one or more technical connections (e.g. for water, waste water, electricity) in order to carry out his activities on the Exhibition Site, these connections – in order to protect life and limb and the property of MCH, the contractual partner and third parties – must be ordered from the official partners of MCH for a fee via the MCH Service Shop provided for this purpose. All connections, junction boxes, floor sockets, distributors and branches must always be accessible to MCH. Any items belonging to the contractual partner that obstruct access must be removed immediately by the contractual partner at the request of MCH. In an emergency, MCH is entitled to remove the contractual partner's items or have them removed at his expense. MCH declines all liability for any damage that may have been caused to the items removed. Pipes to connections which the contractual partner has arranged for to be routed via traffic routes must be clearly marked and secured.

7 Compressed Air

There is a central compressed air network on the Exhibition Site, which will be put into operation when there is enough workload. The contractual partner is only permitted to set up and install third-party compressors himself with the prior written consent of MCH.

8 Networks

8.1 Communication

MCH has communication networks. Transmissions of voice, data, images, etc. can be fed into the public network via the MCH network. It is also possible to switch a point-to-point connection. The main supply lines may only be installed by the official partners of MCH.

8.2 WLAN

The Exhibition Site is equipped with publicly accessible and closed wireless networks (WLAN). When using these WLAN networks, the terms and conditions of use of MCH or of the provider must be observed. In order to ensure the trouble-free operation of these networks, the contractual partner is only permitted to use private WLAN installations of any kind (conventional networks with/without internet access, tethering, control systems, presentation technology, wireless direct print, monitoring systems, etc.) with the prior written consent of MCH. MCH may attach conditions to its consent. If the operation of a private WLAN installation leads to interference or operational failure of the WLAN network of Swiss Exhibition, another contractual partner of Swiss Exhibition or a third party, Swiss Exhibition may order the configuration to be changed or the interfering WLAN installation to be shut down. If the contractual partner does not comply with the order issued by MCH, MCH will itself shut down the operation of the contractual partner's private WLAN installation. MCH accepts no liability for any damage, inconvenience or inconvenience caused to the contractual partner as a result.

9 Construction Work and Repairs

The contractual partner must tolerate construction or repair work on the Exhibition Site without claiming compensation if the work is necessary and reasonable for the contractual partner.

10 Cleaning and Waste Disposal

10.1 Cleaning

MCH is responsible for cleaning the Exhibition Site.

10.2 Waste Management

The contractual partner is responsible for the professional recycling and disposal of its waste and the waste of third parties it has engaged. On the Exhibition Site, MCH provides collection containers for the materially separate collection of certain types of waste (e.g. paper, cardboard, plastics (such as PET), glass, biological waste, aluminium, batteries, residual waste). If the contractual partner wishes to use these collection points for the recycling and disposal of waste, MCH will charge the contractual partner a disposal fee. It is not possible to dispose of bulky and hazardous waste properly via the collection points on the Exhibition Site. The contractual partner may, against payment of a fee, commission MCH to dispose of such waste in a professional manner. MCH may make acceptance of the order conditional upon the contractual partner making an advance payment. The contractual partner is prohibited from depositing any type of waste outside the collection points on the Exhibition Site. In the event of non-compliance, MCH shall invoice the contractual partner for the costs of the improper recycling and disposal of waste.

11 Sustainability

The contractual partner shall ensure that environmentally compatible materials and processes are used and that resources are handled with care. He undertakes to support the interests of MCH over and above the legal requirements in order to minimize or avoid the impact on people and the environment and to promote sustainability. The contractual partner shall, at his own expense, take all measures that are reasonable for him to promote these interests and, in particular, to achieve the highest possible standard in the areas listed below (insofar as relevant on account of the work assigned):

- Energy: Use of renewable energy sources; efficient use of energy and resources;
- Emissions: Reduction of climate-relevant CO₂ emissions, other combustion gases and particulate matter; reduction of noise and light emissions
- Materials and Products: Use of renewable as well as low-polluting materials, energy-efficient technologies, products and equipment; compliance with short transport distances; high production quality; if possible, work is contracted out locally; durability of materials and products.

The contractual partner shall present the measures taken and planned in the areas mentioned in detail and in a comprehensible manner and shall submit proposals to MCH for promoting the interests mentioned and for raising the standard in the areas mentioned.

12 Intellectual Property Rights

12.1 Musical Performances

The contracting party shall itself ensure that it has all the necessary permits from the competent authorities to play live music or music from sound and image carriers on the Exhibition Site and that it pays the copyright remuneration owed to the competent authority in due time. The contractual partner shall indemnify MCH against all third-party claims asserted against MCH arising from or in connection with the unauthorized playing of live music or the playing of music from sound and audio-visual carriers, or from the non-payment or late payment of the copyright remuneration.

12.2 Image and Sound Recordings

The contractual partner acknowledges that MCH may produce image and sound recordings of the contractual partner, his employees, and any third parties called in by him who are present on the Exhibition Site for the purpose of protecting against criminal offences and preserving evidence (e.g. video surveillance), and may make these recordings available to the criminal prosecution authorities.

12.3 Use of Drones

The contractual partner and any third parties called in by him may only use drones and other remote-controlled aircraft on the Exhibition Site of MCH with the prior written consent of MCH. Drones and other remote-controlled aircraft may not be operated above crowds of people or within a radius of 100 meters of outdoor crowds of people. Exceptional permits must be obtained from the competent authority by the contractual partner himself.

13 Service Provision by Official Partners of MCH

In order to protect life and limb and the property of MCH, the contractual partner and third parties, MCH may oblige the contractual partner in the contract to obtain certain services exclusively from official partners of MCH. The provision of services by official partners of MCH is subject to a charge. The range of services, prices and contact details of MCH's official partners can be found in the various MCH Service Shops. The prices are exclusive of Swiss value added tax.

Orders are subject to the terms and conditions of the official partner of MCH, which are deposited in the Service Shop provided for this purpose. The contract is concluded between the contractual partner and the official partner of MCH. The official partner does not invoice the contractual partner directly for his services, but MCH invoices the service provided by the official partner and collects the invoiced amount in the name and on behalf of the official partner. The remuneration owed by the official partner to 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.

14 Liability and Insurance

14.1 Liability and Insurance of the Contractual Partner

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

The contractual partner 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 contractual partner or one of his vicarious agents. MCH shall notify the contractual partner in writing of any claims that a third party may make against MCH.

The contractual partner 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 contractual partner 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 contractual partner 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 operations, damage to property, destruction, theft, accident, etc. MCH may at any time request the contractual partner to submit the relevant proof of insurance.

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

14.2 Liability of MCH

MCH is liable to the contractual partner 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 contractual partner, his employees and any third parties called in by him.

15 Domestic Authority

MCH has the householder's rights on the Exhibition Site. It may issue instructions to the contractual partner and any third parties called in by him to protect life and limb and to protect the property of MCH, the contractual partner or third parties. If its instructions are disregarded, MCH may, after issuing a prior warning, expel the contractual partner or his employees and any third parties called in by him from the Exhibition Site, without this giving rise to any rights or claims on the part of the contractual partner.

16 Regulatory Compliance

The contractual partner is obliged to comply with the applicable legal provisions and shall ensure that its employees and third parties engaged by it also comply with them. This applies in particular:

- health and safety regulations;
- the working conditions for employees applicable at the place of performance, in particular collective employment contracts;
- the equality of women and men;
- the payment of statutory social security contributions and insurance contributions as well as other contributions in accordance with collective labor agreements that have been declared generally binding;
- all applicable provisions of the law on foreign nationals; the contractual partner shall submit to MCH, without being requested to do so, proof that all persons employed on the Exhibition Site – irrespective of whether the contractual partner employs them directly or via third parties appointed by him – are entitled to exercise gainful employment in Switzerland.

17 General Terms and Conditions

These General Regulations are available in German, French and English. In the event of any dispute or difference of opinion between MCH and the contractual partner, 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.

18 Applicable Law and Place of Jurisdiction

These General 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 contractual partner has its registered office.



MCH Swiss Exhibition (Basel) Ltd.
The Management

Basel, September 2020

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