

# **General Terms of Business (GTB) for Online Operations**

The subsidiaries of MCH Group Ltd. (hereinafter referred to as "MCH") offer their customers various online products and services. The following General Terms of Business (GTB) for Online Operations apply to all online orders for products and services and the online use made thereof.

## 1. Products and Services

### 1.1 Online Exhibition Catalogue

MCH operates online exhibition catalogues under different designations with detailed information on the exhibitors and their products. The content of these online exhibition catalogues is supplied by the exhibitors. The information is edited by MCH, or it partners and, wherever possible, updated on a regular basis. However, MCH and its partners give no guarantee that the content is correct, complete or up-to-date and accept no liability for damages in this respect.

### 1.2 Media Releases

Under the heading "Media Releases", MCH offers a protected site in which exhibitors can post and administer their company's media releases and information on media events. The specified formats and file sizes must be observed. The login details required for this will be notified to the exhibitors in writing by the exhibition management. MCH excludes any liability for damages due to the stored content or as a result of links to websites operated by third parties.

### 1.3 Newsletter Subscription Service

MCH offers newsletter subscriptions on its web pages. Customers can unsubscribe to newsletters at any time. Reference is made in this respect to MCH Group's Data Protection Declaration, in particular.

### 1.4 Online shop

MCH offers various products for sale online and operates an online payment service. Registration via "mylogin" may be necessary before this online service can be used. Customers can buy the following products, among other things, online and/or make payments online:

#### Admission tickets and vouchers

The customer can purchase admission tickets for exhibitions online or convert vouchers into admission tickets. The admission tickets are personal and are not transferable. Each admission ticket has a unique barcode/QR code printed on it, which is checked electronically for its validity when the holder enters the exhibition halls. No check is made on the name or company that may be printed on the ticket at this point.

Partners of MCH may provide customers with a priority code enabling them to obtain an admission ticket. If the customer redeems the priority code, the Priority Partner will be given details of the redeemed admission ticket. In doing this, the data submitted by the customer upon redemption will be passed on to the Priority Partner. Reference is made in this respect to MCH Group's Data Protection Declaration, in particular.

Customers can be given a voucher by an MCH exhibitor. If the customer redeems the voucher, the exhibitor will be given details of the vouchers that have been redeemed. In doing this, the data submitted by the customer upon redemption will be passed on to the exhibitor. Reference is made in this respect to MCH Group's Data Protection Declaration, in particular.

#### Press Card /Media Badge

Journalists, editors, photographers and video producers can request a press card/media badge online for certain events, for the duration of the event in question. The application for accreditation must be



accompanied by an official press card or an order confirmation. In confirming the accreditation via the online shop, the provisions governing media representatives (see Paragraph 9) and MCH Group's Data Protection Declaration are accepted.

#### Exhibition catalogues

Customers can buy exhibition catalogues online (depending on the exhibition).

#### Payment of application fees

For specially designated exhibitions, payment of application fees is made online. The payment of the application fees is necessary to validate an application in order to take part in an exhibition.

#### Payment of exhibitor fees

For specially designated exhibitions, payment of exhibitor fees is made online. The relevant details will be communicated separately regarding the exhibitions concerned. For the sake of clarity, these fees will be paid once an exhibitor's participation in an exhibition is validated.

### 2. Prices

The prices specified online are valid for all orders from France, Switzerland and the Principality of Liechtenstein. The prices include value added tax (VAT) but not postage and packaging. Exceptions are explicitly marked.

Orders with postal delivery abroad are charged without VAT. Online tickets ordered from abroad and exhibitor fees paid from abroad are inclusive of VAT.

Order-based dispatching and packaging charges (postage costs as a function of quantity, size, weight and destination) will be applied for dispatching the products. The costs incurred will be shown on the order overview prior to the payment process.

# 3. Conclusion of a contract

The suggestions posted by MCH online are to be considered solely as an invitation to make an offer and are therefore non-binding and without obligation. Orders placed by customers online are considered as binding offers to MCH. The customer undertakes to provide correct details when placing their order. The contract will only come into being when MCH provides notification of acceptance. Acceptance can take the form of an invoicing transaction or the delivery of the products, or the provision of the services. Confirmation of receipt of the order by e-mail does not constitute notification of acceptance.



# 4. Delivery

Tickets purchased online entitle the customer to direct admission of the event in question. They are offered as downloads (PDF) on the website and are additionally sent as an attachment in the confirmation e-mail (in PDF form and as a Passbook/Wallet file). Postal delivery of online tickets is excluded. All other products are sent by non-registered mail. Unless stipulated to the contrary, the delivery deadlines specified by MCH are provided by way of a guide. If the customer specifies other delivery deadlines or dates, these are not deemed to be binding. MCH will endeavor to dispatch the articles ordered as rapidly as possible.

If individual products are out of stock, no partial delivery will be made of the products that are available. Delivery will only be made as soon as all the products are available.

In the case of dispatching costs, it should be borne in mind that these are calculated individually for each product in relation to the quantity, type of delivery and the postal rate zone. The calculated amounts are displayed in the order overview for the customer to see before they initiate the payment process.

Orders that are not placed online (by fax, e-mail, letter, etc.) and orders that contain incomplete data cannot be implemented. MCH will notify the customer of this by phone or in writing.

### Click & Collect

Certain products can be pre-ordered through the MCH ticket shop as part of the so-called Click & Collect and picked up on-site during the respective event. Products that are not collected within the communicated pickup period will expire without replacement. A refund is not issued automatically. It can be requested from customer service upon the customer's explicit request; however, there is no entitlement to it. By placing the order, customers expressly accept this policy.

# 5. Payments

Payment for products and charges ordered online is to be made exclusively by credit card. The possibilities in this regard are displayed in the shop.

### 6. Warranty

MCH guarantees that the products it delivers are free from deficiencies that eradicate or substantially reduce their value or their suitability for their intended use. Any deficiencies are to be reported without delay. In the event of a justified notification of defects, the customer is first granted the right to a replacement. If a replacement is not possible within the specified period, the customer will be entitled to request a reduction of the purchase price (price reduction) or to withdraw from the contract (annulment). For the rest, the regulations set out in Articles 1641 to 1649 of the French Civil Code apply in the case of material defects. In all cases, MCH is only liable in the event of intent and gross negligence. Any further material or legal guarantees are excluded.

MCH does not assume any responsibility for the functionality and display of products supplied by third parties (especially apps).



# 7. Right of cancellation

The customer can cancel their order within a period of two weeks of receipt without specifying a reason. The cancellation must be in writing (e.g. by letter or form). To observe the deadline, it is sufficient to send the cancellation on time to:

MCH Swiss Exhibition (Basel) Ltd. Ticketing/Cash, CH-4005 <u>https://ict.mch-group.com/vc</u>

There is no right of cancellation for admission tickets and exhibitor fees that have been paid. In the event of an effective cancellation, the services received on both sides must be returned, and any benefits derived there from surrendered.

By way of derogation, for admission tickets that have been paid in relation with events held in France, there may be a right of cancellation during a period of 14 days from the conclusion of the contract.

The application fees are in any case non-refundable, regardless of whether or not the exhibitor is admitted to an exhibition.

## 8. Technical security

To ensure the secure functioning of its online services, MCH works together with specialized firms and employs recognized technology.

Transferred customer data is stored securely behind a set of firewalls and thus protected from external access. Customer data is handled according to the applicable data protection laws, i.e. the data is neither transformed nor transferred to third parties without permission. You will find further information in MCH Group's Data Protection Declaration.

Offers from our online services are available 24 hours a day, seven days a week, excluding technically conditioned interruptions or force majeure which is beyond MCH's sphere of influence.

# 9. Provisions for media representatives

With their accreditation for an event, journalists, editors, photographers and video producers are entitled to take photographs and make video or film recordings in the MCH halls and rooms during the normal opening hours. Close-ups of people, stands and exhibits require the express permission of the exhibitors and visitors concerned. The photographs and video and film recordings may only be used for publication as editorial content in newspapers and magazines or shown on television. In the event of infringement of the above provisions, accreditation may be withdrawn for all MCH events. At the request of an exhibitor or visitor, the official bodies of MCH are entitled to check photographs and recordings made without consent for their admissibility and to confiscate these where appropriate. Further legal action on the part of the exhibitor or visitor concerned, or the exhibition management, is reserved.

# 10. Miscellaneous

Customers agree that MCH reserves the right to amend the present General Terms of Business (GTB) at any time. Amendments will be notified to the customer by the appropriate means, in particular through the corresponding publication on the MCH web pages.



# 11. Applicable law and place of jurisdiction

French law is the sole applicable law. Insofar as MCH Swiss Exhibition (Basel) Ltd. is a party to the contract, customers will accept that the ordinary courts of the Canton of Basel-Stadt are competent in the event of disputes with exhibition management. Insofar as MCH Swiss Exhibition (Zurich) Ltd. is a party to the contract, customers will accept that the ordinary courts of the Canton of Zurich are competent. Insofar as MCH Beaulieu Lausanne Ltd. is a party to the contract, customers will accept that the ordinary courts of the Canton of Vaud are competent. MCH may also make claims against their customers at their place of residence. Insofar as MCH Group France SAS (Paris) is a party to the contract, customers accept that the ordinary Paris courts (France) are competent.

# 12. Enquiries/Contact

Enquiries relating to the online ordering and use of MCH products and services should be addressed to <u>https://ict.mch-group.com/vc</u>

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