



**MCH Exhibitions & Events LLC**

# **General Terms and Conditions for the Participation in Exhibitions**

MCH Exhibitions & Events LLC, with its registered office in Basel/ Switzerland, (hereinafter referred to as "MCH") organizes and holds exhibitions, trade fairs, conferences, and congresses (herein after referred to as "exhibition") in Basel and at other locations in Switzerland. It is a subsidiary of the MCH Group Ltd. (hereinafter referred to as "MCH Group").

These General Terms and Conditions for the Participation in Exhibitions (hereinafter referred to as the "Exhibitor Regulations") apply to the provision of exhibition space and to participation packages (as defined below), unless MCH and the exhibitor have agreed otherwise in writing. A participation package is understood to be any form of service package offered by MCH which does not consist solely of the provision of exhibition space, but which comprises a variety of services, irrespective of whether this service package is offered at an all-inclusive price or not. For the sake of simplicity, only "exhibition space" will be referred to in the following, which also includes all forms of participation packages.

By submitting the registration form (see Section 1), the exhibitor confirms that he accepts these Exhibitor Regulations and all other exhibition documents. If the exhibitor fulfils the admission requirements according to Section 2, the exhibitor contract comes into effect with the booking confirmation (see Section 3) and the exhibitor is admitted to the respective exhibition with legally binding effect.

## 1 Exhibition registration

### 1.1 As main exhibitor

Registration for the exhibition as a main exhibitor is made by submitting the fully completed registration form. Any alterations or reservations made by the exhibitor on the registration form shall be invalid and shall be deemed not to have been made in writing. The exhibitor represents and warrants that all information provided on the registration form is accurate and up to date. Should this information change, MCH must be informed as soon as possible.

The registration does not constitute a claim for admission to the exhibition. Similarly, admission once or more than once to a previous edition of the exhibition does not entitle the exhibitor to be admitted again to the exhibition and/or to be allocated the same location.

### 1.2 As co-exhibitor

The use of the exhibition space or parts thereof (in any form whatsoever) by persons other than the main exhibitor is only permitted if (i) the main exhibitor has notified MCH of these other persons as co-exhibitors at the time of registration; and (ii) MCH has approved these co-exhibitors in accordance with Section 2 below. In these Exhibitor Regulations, main exhibitors and co-exhibitors are referred to collectively as "exhibitors", unless expressly stated otherwise. The main exhibitor is responsible for his co-exhibitors; in particular, he must ensure that they are familiar with, accept and comply with these Exhibitor Regulations and any other document relating to the exhibition.

There is no direct contractual relationship between MCH and a co-exhibitor of a main exhibitor. MCH may charge the main exhibitor an additional fee (the "co-exhibitor fee") for the admission of co-exhibitors. The main exhibitor is responsible for passing on the co-exhibitor fee to the co-exhibitor. All costs incurred by the co-exhibitor for the procurement of additional services will be invoiced directly to the co-exhibitor by MCH, unless otherwise stipulated in the exhibitor contract. MCH reserves the right to contact co-exhibitors directly or via its official partners in supporting them particularly regarding

entries in the information media.

## 2 Admission requirements

MCH decides on the admission of exhibitors and their products and services, taking into account in particular the legal provisions, the purpose of the exhibition, customer requirements and the capacity available. The products and services to be exhibited and advertised at the exhibition must be listed by the exhibitor on the registration form; subsequent additions must be notified to MCH in writing (letter, e-mail). Products and services that have not been notified may not be exhibited or advertised; in the event of non-compliance, MCH reserves the right to have them removed from the exhibition at the exhibitor's expense.

MCH may refuse to admit the exhibitor if, among other things, (i) the exhibitor is in debt to MCH, (ii) the exhibitor's conduct at a previous exhibition was detrimental to the business or reputation of MCH or gave rise to justified complaints, (iii) the exhibitor has repeatedly breached its contractual obligations in the past, (iv) the exhibitor has jeopardized or impeded the proper running of an exhibition, or (v) applicable law prohibits the admission of the exhibitor.

MCH may revoke an admission that has already been granted at any time if it subsequently transpires that it was granted on the basis of incorrect information or preconditions, or if the exhibitor subsequently no longer fulfils the admission requirements.

MCH accepts no liability for claims made by exhibitors or third parties in connection with the admission or non-admission of exhibitors.

## 3 Placement, booking confirmation and conclusion of contract

### 3.1 Placement

If the exhibitor fulfils all the admission requirements and there are no grounds for exclusion, MCH will allocate the exhibition space (placement). The main criteria for placement are the relevance of the registered products or services to the theme of the exhibition and their technical classification, taking into account the overall picture of the exhibition. MCH is not bound by the exhibitor's requests for positioning or other special requests. On the basis of the information provided by the exhibitor in the registration, MCH will draw up a positioning plan showing the exhibitor's individual location. In individual cases, the positioning plan may also show the names of direct neighbors. MCH may submit one or more positioning proposals to the exhibitor for inspection. MCH's placement proposals are non-binding until the exhibitor's stand has been finally allocated. MCH may limit the size of the exhibition space and the number of products and services.

When calculating the exhibition space, a deduction is made for hall columns.

### 3.2 Booking confirmation and conclusion of contract

MCH informs the exhibitor of its final placement with the booking confirmation. And with the booking confirmation, the exhibitor contract between the exhibitor and MCH becomes legally binding.

If the content of the booking confirmation differs from the content of the registration, the exhibitor contract is concluded in accordance with the terms of the booking confirmation, unless the exhibitor objects in writing (letter, e-mail) within 7 calendar days of receipt of the booking confirmation.

A position that differs from the positioning proposal as well as the non-consideration of positioning requests and other special

requests, does not constitute a right of objection on the part of the exhibitor.

In exceptional cases, MCH reserves the right, even after confirmation of the booking, to allocate the exhibitor a different exhibition space, to relocate or close entrances and exits, paths or open spaces and to make other structural changes if MCH has a substantial interest in such measures because of special circumstances. If the exhibitor does not agree to these changes, he has the right to withdraw from the exhibitor contract in writing (letter, e-mail) within 7 calendar days of receipt of the notification, free of charge; any advance payments already made will be refunded to the exhibitor. There is no right to compensation.

If the exhibitor has chosen to receive the booking confirmation electronically when registering, the booking confirmation will be sent to the e-mail address specified by the exhibitor when registering, with a PDF attachment in unencrypted form.

The booking confirmation shall be deemed to have been received when the e-mail arrives in the domain (e-mail account with the Internet provider) of the recipient specified by the exhibitor in the registration. It is the exhibitor's responsibility to check the electronic inbox regularly and to ensure that e-mails from MCH can always be received.

#### 4 Marketing and communication services

##### 4.1 Print and digital media

MCH provides various marketing and communication services in digital and non-digital form for the benefit of exhibitors in connection with their participation in the exhibition. The individual services are specified in the registration form and are provided for an additional fee. MCH may impose additional conditions on the use of these services.

##### 4.2 Exhibitor badges

Each exhibitor receives a certain number of exhibitor badges free of charge, which entitle the exhibitor's own booth personnel to access the exhibition. If MCH finds that the badges are being used for other purposes, MCH may cancel the badges and exclude the exhibitor from the exhibition. The exhibitor may obtain additional badges from MCH for a fee. MCH may stipulate that badges shall only be issued in personalized form.

##### 4.3 Visitor tickets and vouchers

For a fee, MCH can provide the exhibitor with a certain number of visitor tickets. Visitor tickets entitle the holder to enter the exhibition on any day.

For a fee, the exhibitor can purchase vouchers for visitor tickets. Such vouchers entitle the holder to purchase visitor tickets at a reduced price. The difference between the regular price and the reduced price is to be borne by the exhibitor and will be invoiced by MCH.

Visitor tickets are personalized and non-transferable. The exhibitor undertakes to transmit or make accessible to MCH only such personal data as is required for the issue of personalized visitor tickets by MCH and which the exhibitor has lawfully received and which it may transmit or make accessible to third parties (including MCH) in compliance with the applicable data protection laws.

The exhibitor is prohibited from reselling visitor tickets and vouchers. Any violation or misuse on the part of the exhibitor or his vicarious agents will result in exclusion from the exhibition.

#### 5 Purchase of additional services via the service shops

With the booking confirmation, exhibitors receive their personal access data for the MCH Service Shops, which they can use to plan, book, and check their onsite presentation. The exhibitor is obliged to treat his personal access data confidentially and to protect it from access by unauthorized third parties. If there is any suspicion of misuse, MCH must be informed immediately. MCH is not liable for any damage caused by the misuse of personal access data.

Exhibitors can order additional services (e.g., technical connections, booth personnel, booth cleaning, security, catering, etc.) from MCH or its official partners via the Service Shop, as required. The provision of additional services is subject to a charge. The range of services, prices and contact details can be found in the Service Shop. Prices do not include Swiss VAT.

To protect life and limb and the property of MCH, the exhibitor and third parties, MCH may oblige the exhibitor to obtain certain services exclusively from MCH or its official partners; details are given on the registration form and in the Service Shop.

Orders are subject to the terms and conditions of MCH or its official partners that are deposited in the Service Shop. Once an order has been submitted, MCH or the official partner (depending on the situation) will contact the exhibitor to support him, enter contracts with him and carry out the services ordered. The provision of additional services may be made dependent on an advance payment (deposit). The official partner does not invoice the exhibitor directly for its services, even if there is a direct contractual relationship between them but authorizes MCH to invoice the services provided by the official partner as a separate item in MCH's final invoice and to collect the debt in the name of and on behalf of the official partner. The fee owed by the official partner to MCH for its services is included in the official partner's price and is not shown separately.

MCH does not guarantee or assume any liability for the services provided by its official partners, who entered in a direct contractual relationship with the exhibitor; the official partners are not vicarious agents of MCH.

#### 6 Handover of the exhibition space

When the exhibition space is handed over, the exhibitor must check its condition immediately and report any defects to MCH without delay. If the exhibitor fails to do so, the exhibition space shall be deemed to have been handed over in perfect condition.

#### 7 Stand construction

The type and design of the exhibitor's participation in the exhibition (e.g., booth construction, booth design) are the responsibility of the exhibitor and must be carried out in accordance with the statutory, official, and other safety regulations and MCH's Booth Construction and Design Guidelines. In particular, the exhibitor shall observe the provisions of the General Regulations and Booth Construction and Design Guidelines in their latest edition during assembly, dismantling and the exhibition. The exhibitor must ensure that any contractors called in comply with the Booth Construction and Design Guidelines and the General Regulations as amended. The exhibitor is obliged to have set up and dismantled the booth by the dates set by MCH.

#### 8 Booth operation and operating duty

The exhibitor is obliged to operate its booth continuously during the official opening hours for the entire duration of the exhibition. In particular, the booth must be properly equipped with the pro-

ducts and services as registered and with competent personnel. No products may be removed, or booths dismantled before the official end of the exhibition.

Installations and demonstrations of any kind that disturb neighbors or visitors, such as the use of space outside the exhibition space, excessive emissions of any kind, etc., are not permitted. In the event of non-compliance, MCH is entitled to issue a warning and instructions. If the exhibitor fails to comply with MCH's instructions, MCH may exclude the exhibitor from the exhibition; the exhibitor shall not be entitled to any compensation.

If an exhibitor does not adhere to the fixed opening hours, leaves the exhibition prematurely or violates the operating obligations in any other way, MCH may - without prejudice to any further claims under these Exhibitor Regulations or under applicable law - demand from the exhibitor concerned a contractual penalty of 20 % of the net payment for the agreed exhibition space, but at least CHF 1,000 up to a maximum amount of CHF 5,000, for each day on which the exhibitor violates the operating obligations or fails to comply with MCH's instructions. Payment of the contractual penalty does not release the exhibitor from its obligation to operate its booth properly. MCH reserves the right to claim damages in excess of the contractual penalty.

## **9 Catering**

For the protection of life and limb, the exhibitor is prohibited from serving or selling food and beverages on the exhibition site (e.g., in the context of occasional catering, food stands or event catering), whether for a fee or free of charge, either by itself or through third parties engaged by him. If the exhibitor is entitled to serve and/or sell food and beverages in his own exhibition space during the exhibition, he is obliged to fully comply with all relevant legal provisions at federal, cantonal, and municipal level (in particular those relating to the protection of minors, health protection, the obligation to label food products, the Price Indication Ordinance, etc.).

## **10 Booth cleaning**

The exhibitor is responsible for cleaning his own exhibition space. He is obliged to have finished the cleaning work during the exhibition, at the latest fifteen minutes before the opening of the exhibition and one hour after the closing of the exhibition. The exhibitor undertakes to use only biodegradable cleaning products. Any liquids, substances or other materials that are unavoidably required for cleaning the booth or for cleaning, operating and maintaining the products and that are not biodegradable must be used in a professional and appropriate manner so as to avoid any harmful effects on the environment. Residues, including any auxiliary materials used, shall be disposed of by the exhibitor as hazardous waste. Cleaning agents containing solvents that are harmful to health may only be used in exceptional cases and in accordance with regulations.

## **11 Waste disposal and empties**

The exhibitor is responsible for the proper recycling and disposal of its waste and that of its co-exhibitors. If the exhibitor fails to dispose of the waste by the deadline set by MCH, the waste will be properly recycled and disposed of by MCH at the exhibitor's expense. Waste bags can be obtained from MCH for a fee.

Any empties produced by the exhibitor in connection with the exhibition (e.g., reusable packaging material) must immediately be handed over to MCH's official partner for logistics for storage during the exhibition. Storage is subject to a charge; prices are

available from the Service Shop. Empties may not be stored on the exhibition site for the duration of the exhibition. In the event of non-compliance, MCH will store the empties for the duration of the exhibition at the expense of the exhibitor with the official partner of MCH for logistics.

## **12 Advertising and canvassing**

The exhibitor may advertise and acquire customers only within its own exhibition space. The exhibitor may only advertise its own products and services which it has notified to MCH. Without the prior written consent of MCH, the exhibitor is not permitted to distribute printed materials or gifts, or to put up posters of any kind outside the exhibition space. In the event of non-compliance, MCH may remove these at the exhibitor's expense. Political or religious propaganda is only permitted with the prior written consent of MCH. Pushy or aggressive sales behavior is prohibited. Competitions may be held only within the exhibitor's own exhibition space and in compliance with applicable legal regulations; they require the prior written consent of MCH.

## **13 Intellectual property rights**

Unless otherwise agreed in writing between the exhibitor and MCH, the exhibitor may use the word and style marks of the exhibition only in connection with and for the purpose of its participation in the exhibition. MCH makes the material to be used available to the exhibitor for downloading free of charge. After the end of the exhibition, the exhibitor undertakes to refrain from any further use of the word and style marks. The exhibitor warrants to MCH that the intellectual property rights (e.g., data, texts and photos, logos) made available to MCH by the exhibitor are correct in terms of content and do not infringe any third-party rights, in particular copyrights, personal rights, trademark rights or design rights, and do not violate competition law or other statutory regulations.

The exhibitor may make recordings (e.g., sound, film, photographs) of its booth, products, and services, and use and distribute them for its own commercial purposes. However, the exhibitor shall respect the personal rights of any persons depicted or heard on such recordings and shall obtain all necessary written consents. The recording of other exhibitors and visitors, other booths and other products and services, as well as of the exhibition itself, for commercial purposes is only permitted with the prior written consent of MCH. MCH may make its consent subject to certain conditions (e.g., consent of the persons concerned, payment of a fee, commissioning of the official partner for photography, etc.).

The exhibitor authorizes MCH to make recordings (e.g., sound, film, photographs) of exhibitor's booth, products, and services for its own commercial and non-commercial purposes, and to use and disseminate them (e.g., for advertising the exhibition in digital media, catalogues, archives, etc.). MCH respects the personal rights of the persons depicted or heard and obtains their consent.

## **14 Liability and insurance**

### **14.1 Liability and insurance of the exhibitor**

The exhibitor shall be liable to MCH for any damage caused by it, one of its co-exhibitors or other vicarious agents, whether willfully or through negligence. This liability covers any fault, and in particular slight negligence. Any act or omission on the part of its co-exhibitors or other vicarious agents shall be attributed to the exhibitor as if it were its own.

The exhibitor shall immediately indemnify MCH in full against all claims made against MCH by a third party (e.g., a visitor) because of an act or omission on the part of the exhibitor or one of its co-exhibitors and other vicarious agents. MCH shall notify the exhibitor in writing of any claims made against MCH by a third party.

The exhibitor shall be responsible for ensuring that its products, materials, equipment, and other objects, as well as those of its co-exhibitors, employees and third parties engaged by it, are protected against unauthorized access by third parties (e.g., theft) and shall take all reasonable measures to protect them against damage, destruction, and loss.

The exhibitor is obliged to take out liability insurance for personal injury, damage to property and pure financial loss with sufficient cover at its own expense and to maintain it for the entire duration of the contract. In addition, the exhibitor is responsible for ensuring that its business, its property (e.g., goods) and its employees are adequately insured during their activities, their stay on the exhibition site and/or during the transport of goods and persons, against the risks of interruption of operations, damage to property, destruction, theft, accidents, etc. MCH may require the exhibitor to take out insurance against such risks. MCH may at any time demand that the exhibitor submits the relevant insurance certificates.

In the event of damage (e.g., personal accident, damage to property), the exhibitor is obliged to inform MCH immediately. MCH and the exhibitor will draw up and sign a damage report. The exhibitor shall receive a copy of the signed damage report; MCH shall retain the original. Any damage caused by the exhibitor or its employees, or by third parties engaged by the exhibitor, will be repaired immediately by MCH or by a third party engaged by MCH, at the exhibitor's expense.

#### **14.2 Liability of MCH**

MCH is liable to the exhibitor only for direct damage caused by MCH through gross negligence or intent, unless and insofar as liability has been excluded. MCH's liability for slight negligence and for indirect and consequential damages (e.g., loss of profit) is expressly excluded. The acts and omissions of its vicarious agents shall be attributed to MCH as if they were its own.

MCH assumes no duty of care for the products, materials, equipment and other objects of the exhibitor, their co-exhibitors, their employees and third parties engaged by the exhibitor.

#### **15 Duty of care and consideration**

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

#### **16 Terms of payment**

##### **16.1 Prices**

All prices are quoted on the registration form and on the website of the exhibition and are subject to Swiss VAT at the statutory rate. Depending on the exhibition, MCH may offer one or more additional or alternative participation packages. The specific scope of services included in a participation package is specified in the brochure or on the exhibition's website. If the exhibitor does not make use of all the services included in a participation package, this does not entitle to a price reduction or a pro-rata refund. The exhibitor may

also not change the scope of services of the participation package or exchange individual services for others.

#### **16.2 Invoice on account and advance payments (deposit)**

With the booking confirmation, the exhibitor will receive an invoice for the agreed services. The amount stated in the invoice is due for payment within the stated payment period without any discount. If the exhibitor fails to pay the amount shown on the invoice within the payment period, this conduct shall be deemed to be an implied declaration of withdrawal from the exhibitor contract, and the provisions on withdrawal set out in Section 17 of these Exhibitor Regulations shall apply. MCH shall be free to dispose of the free exhibition space. MCH reserves the right to claim compensation.

#### **16.3 Final invoice**

The exhibitor will receive the final invoice from MCH at the earliest 20 days after the official closing of the exhibition. This includes an invoice for all services provided to the exhibitor by MCH and/or the official partners. The final invoice must be paid by the exhibitor within 30 calendar days of receipt of the invoice without any deduction. Deposits and other advance payments will be taken into account in the final invoice. The exhibitor may raise objections within 14 calendar days of receipt of the final invoice. Objections must be made in writing (letter, e-mail) and must be substantiated. If the exhibitor does not raise any objections, the final invoice shall be deemed to have been accepted by the exhibitor.

#### **16.4 Electronic invoice dispatch**

If the exhibitor has opted for electronic invoicing at the time of registration, invoices addressed to it will be sent by e-mail with a PDF attachment in unencrypted form to the e-mail address specified by the exhibitor at the time of registration. The invoice shall be deemed to have been received when the e-mail arrives in the domain (e-mail account with the Internet provider) of the invoice recipient designated by the exhibitor. It is the exhibitor's responsibility to check the electronic inbox regularly and to ensure that e-mails from MCH can be always received.

#### **17 Withdrawal**

If, after receipt of the booking confirmation and conclusion of the exhibitor contract, the exhibitor withdraws from the exhibitor contract in whole or in part, for whatever reason, the exhibitor must pay compensation ("cancellation fee") to MCH.

Once the cancellation fee has been paid, the exhibitor is released from all its obligations as an exhibitor from the date on which the cancellation notice is received. MCH may offset the cancellation fee against any down payments and other advance payments already made by the exhibitor; if there is a difference between the cancellation fee and the down payment amount in favor of the exhibitor, MCH will transfer it to the exhibitor. The cancellation fee is in addition to and not in lieu of other rights to which MCH is entitled by law (e.g., compensation for damages), unless MCH can prove that it has suffered greater damage; MCH therefore expressly reserves the right to claim compensation for damages.

The cancellation fee shall be the total of all net fees (excluding taxes) that would have been payable for the services as agreed in the booking confirmation or exhibitor contract and that are forfeited in whole or in part because of the withdrawal of the exhibitor. If a co-exhibitor withdraws in whole or in part, this Section 17 shall apply mutatis mutandis. The main exhibitor must inform MCH imme-

diately in writing (letter, e-mail) of the withdrawal of a co-exhibitor. MCH will invoice the co-exhibitor's fee to the main exhibitor in accordance with the above table; the main exhibitor is responsible for invoicing the co-exhibitor. The time at which the main exhibitor notifies MCH of the withdrawal of a co-exhibitor is decisive for the compensation.

If the exhibitor does not occupy its exhibition space by two days before the official opening of the exhibition, its conduct shall be deemed to be an implied withdrawal and the provisions on withdrawal in accordance with this Article 17 shall apply. MCH may dispose of the free exhibition space without the exhibitor being entitled to any claims (e.g., reduction of the cancellation fee).

## **18 Reservations**

MCH expressly reserves the right to adapt the exhibition, its duration and its range of products and services before and during the exhibition, and to take any other measures in connection with the exhibition, to change the opening hours, to relocate the exhibition, to close the exhibition temporarily, to shorten the duration of the exhibition, to end the exhibition prematurely, to postpone or cancel the exhibition, etc. MCH reserves the right to cancel the exhibition at any time.

### **18.1 Cancellation or adjustment of an exhibition for good cause**

If MCH cancels the exhibition before the official opening date for good cause (as defined below), the exhibitor is obliged to contribute to the preproduction costs incurred by MCH up to the date of cancellation. The exhibitor's contribution to these costs amounts to 25% of the net fee (excluding taxes) for all services agreed in the booking confirmation or the exhibitor contract and is either retained by MCH (in particular, if the exhibitor has already made down payments) or collected from the exhibitor, or a combination of the two. If the exhibition is cancelled, MCH and the exhibitor shall be released from their contractual obligations from this moment; any claims on the part of the exhibitor against MCH, such as, in particular, but not exclusively, claims for damages and reimbursement of expenses (e.g., booth construction services, hotel accommodation, travel expenses, etc.) already incurred by the exhibitor for its participation in the exhibition, shall be excluded.

If, for good cause (as defined below), the exhibition is postponed, relocated, or otherwise substantially adjusted before the official opening date (e.g., reduction in the number of exhibition days, substantial change in the opening hours of the exhibition, etc.), MCH shall notify the exhibitor accordingly. In this case, the exhibitor contract shall continue in force with the changes notified to the exhibitor and their effects on the exhibitor contract, unless the exhibitor objects in writing within 14 calendar days of receipt of MCH's notification of the change and its effects. If the exhibitor objects in good time within the above-mentioned period, the exhibitor shall remain obliged to pay a contribution to the preproduction costs incurred by MCH in connection with the exhibition, amounting to 25% of the net fee (excluding taxes) for all services agreed in the booking confirmation or the exhibitor contract. MCH shall either retain the corresponding amount (in particular, if the exhibitor has already made down payments) or claim it from the exhibitor, or a combination of the two. MCH shall be released from its contractual obligation to perform on receipt of the exhibitor's declaration of objection. Any claims by the exhibitor against MCH, such as but not exclusively, claims for damages and reimbursement of expenses (e.g., booth construction

services, hotel accommodation, travel expenses, etc.) which the exhibitor has already incurred in connection with its participation in the exhibition, are excluded.

If, during the exhibition, changes are made for good reasons, such as but not exclusively, early termination, shortening of the duration of the exhibition, temporary interruption, partial closure, delayed opening, etc., the exhibitor must accept these changes. The exhibitor remains obliged to pay the full net price for all services agreed in the booking confirmation or the exhibitor contract. Any claims by the exhibitor against MCH, such as but not exclusively, claims for damages and reimbursement of expenses (e.g., stand construction services, hotel accommodation, travel expenses, etc.) already incurred by the exhibitor in connection with his participation in the exhibition, are excluded.

A "good cause" shall be deemed to exist if (i) there is sufficient factual evidence that the planned execution of the exhibition may result in a concrete threat to life and limb or to assets of considerable value; or

(ii) governmental orders or recommendations or other reasons beyond the control of MCH (e.g. force majeure) make it impossible to carry out the exhibition without interruption or prevent a party from carrying out its obligations, which make it considerably more difficult or unreasonably burdensome to carry out the exhibition, or which jeopardize or impair the execution of the exhibition in such a way that the purpose of the exhibition cannot be achieved (either for exhibitors, visitors or MCH) or can only be achieved with considerable restrictions.

For the purposes of these Exhibitor Regulations, "force majeure" shall include, but not be limited to, flood or washout, riot, insurrection, fire or accident, civil commotion, explosion, bomb threat or similar disturbance, earthquake, tropical storm, hurricane or other weather disturbance, strike, explosion, war or act of war, act of God, terrorist act or threat of terrorism, nuclear reaction, radioactive contamination, accident, quarantine, travel ban or embargo, epidemic, pandemic or disease outbreak (including, but not limited to, the Zika virus and COVID-19) epidemic, pandemic or disease outbreak (including, but not limited to, Zika virus and COVID-19 virus), other health impairments, laws, rules and regulations of any governmental or quasi-governmental entity, incidents resulting in emergency measures at the national, cantonal or municipal level affecting a party's ability to perform, or any other force or cause as enumerated herein that is beyond the reasonable control of the party claiming the protection of this Section 18.1.

If an event of force majeure occurs, the party whose performance fails or is substantially delayed or impaired because of such force majeure event shall immediately notify the other party, and the protection of this Section 18.1 shall not commence until such notice has been received. MCH and the exhibitor agree and acknowledge that the execution of the exhibitor contract during the existence or foreseeable existence of an event of force majeure does not constitute a waiver of the right of such party to subsequently invoke a force majeure event for substantially the same or different reasons and causes.

### **18.2 Cancellation of an exhibition for other reasons**

MCH may also cancel an exhibition for reasons other than those mentioned in Section 18.1, in particular, but not exclusively, if the economic viability of the exhibition cannot be achieved, if the status of the exhibitor's registration indicates that the industry overview sought by the exhibition cannot be guaranteed, or if the number of

exhibitors is insufficient, etc. (hereinafter referred to as "cancellation for other reasons"). If the exhibition is cancelled, MCH and the exhibitor shall be released from their respective contractual obligations. MCH undertakes to refund any payments made by the exhibitor if and insofar as the corresponding services provided by MCH to the exhibitor have not yet been rendered at the time of cancellation. Any claims by the exhibitor against MCH, such as but not exclusively, claims for performance, damages, and reimbursement of expenses (e.g., booth construction services, hotel accommodation, travel expenses, etc.) which the exhibitor has already incurred for its participation in the exhibition, are excluded.

## **19 Exclusion of exhibitors**

After issuing a written warning, MCH may exclude an exhibitor from the exhibition with immediate effect if the exhibitor (i) breaches his contractual obligations, in particular those arising from the exhibitor contract or these Exhibitor Regulations, or (ii) fails to comply with statutory provisions, or (iii) fails to comply with official orders, or (iv) gives rise to complaints (e.g., noise nuisance, etc.).

In the event of exclusion, MCH is entitled to close the exhibitor's booth immediately and to demand that the booth be dismantled, and the exhibition site cleared without delay. If the exhibitor fails to do so, MCH shall be entitled to dismantle the booth and/or clear the exhibition space at the exhibitor's expense. MCH shall immediately issue the final invoice and send it to the exhibitor for payment. The excluded exhibitor is liable for the full amount of the agreed services. The excluded exhibitor is not entitled to claim damages or reimbursement of expenses from MCH.

## **20 General provisions**

In addition to these Exhibitor Regulations, the General Regulations and the MCH Booth Construction and Design Guidelines form an integral part of the exhibitor contract.

In the event of any conflict, the following order of precedence shall apply: (1) the provisions of the exhibitor contract shall take precedence over the provisions of the Exhibitor Regulations, the General Regulations and the Booth Construction and Design Guidelines; (2) the provisions of the Exhibitor Regulations shall take precedence over the provisions of the General Regulations and the Booth Construction and Design Guidelines; (3) the provisions of the General Regulations shall take precedence over the provisions of the Booth Construction and Design Guidelines.

These Exhibitor Regulations are available in German, French and English. In the event of any dispute or disagreement between the exhibitor and MCH, only the German version shall be binding. Should any provision be invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. Any deviations from these Exhibitor Regulations must be made in writing in order to be valid. The assignment of the exhibitor contract, in whole or in part, as well as the assignment of rights arising from the exhibitor contract to a legal or natural person other than the registered exhibitor, is only permitted with the prior written consent of MCH.

## **21 Applicable law, place of jurisdiction and place of performance**

**The exhibitor contract and these Exhibitor Regulations shall be governed exclusively by the substantive laws of Switzerland, excluding its conflict of law provisions and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Place of jurisdiction is Basel, Switzerland.**

**MCH may also submit its claims to the court of the place where the exhibitor has its registered office.**

## **Notes on data protection**

The MCH Group's data protection policy with further information on the processing of personal data in accordance with the applicable data protection legislation, including the processing of personal data for advertising purposes and the transfer of personal data to subsidiaries and official partners of MCH, as well as the rights to which the exhibitor is entitled, can be found under the following link: <https://www.mch-group.com/en/dataprotection>

## **MCH Exhibitions & Events LLC**

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