

General Terms and Conditions of Contract for Trade Fairs and Exhibitions

1. Scope of application / content of the contract

1.1. The following Terms and Conditions of Contract ("TCC") apply to exhibitors at events (hereinafter each also referred to individually as a "Trade fair") organised by Quade & Zurfluh AG ("Organiser").

1.2. The TCC shall exclusively apply. The Organiser does not recognise any General Terms and Conditions (GTC) of the exhibitor that are contrary to or deviate from these TCC, unless it expressly agrees to their validity in writing. These TCC shall continue to form part of the contract if the Organiser performs its contractually agreed services without reservation despite the knowledge that the exhibitor's GTC are contrary to or deviate from these regulations. The TCC shall also apply to future transactions, even if no express reference is made to them.

1.3. The content of the contractual services to be provided by the Organiser ("content of the contract") includes the entire Trade fair organisation in the run-up to and during the event. These contractual services include continuous market monitoring and the networking of offers and demands. Furthermore, the services to be provided by the Organiser include a wide range of communication (e.g. displays, press work) in digital and printed form as well as the provision of a networking platform for all stakeholders. These services to be provided by the Organiser in the run-up to and during the Trade Fair, which are not exhaustively listed here, shall be compensated for by the stand rental fee to be paid by the exhibitor.

2. Conclusion of contract / subcontractors

2.1. Unless otherwise agreed or stated in the offer, the Organiser's offer is binding and the commitment period stated in the offer applies. The contract is concluded upon the written acceptance of the offer by the exhibitor. If the offer is non-binding, the contract shall be concluded upon confirmation by the Organiser.

2.2. Only those products mentioned in the application in accordance with the list of products and services will be admitted from exhibitors. If confirmation of a stand is given following a verbal agreement and stand order, its content shall become part of the contract. The exhibitor shall immediately notify the Organiser in writing of any discrepancies. The Organiser may exclude exhibitors from participation for objectively justified reasons, in particular if the space available is insufficient.

2.3. The Organiser is permitted to involve subcontractors in the performance of the contractual services. The use of subcontractors does not release the Organiser from its obligation to the exhibitor to fulfil the contract in full.

3. Prices

3.1. The prices stated apply plus statutory value-added tax.

3.2. In the exhibition area, each square metre or part thereof is rounded up to the nearest whole square metre. Beams and pillars are included.

4. Placement in the exhibition area

The Organiser shall endeavour to provide the exhibitor with the desired stand in the agreed category. However, in the interest of ensuring the optimal arrangement of the exhibition, the Organiser may at any time allocate the exhibitor another space of the same category and size. The exhibitor must accept that a slight reduction in the size of the stand may occur. This can be a maximum of 10 cm in width and depth and does not entitle the exhibitor to any deductions from the stand rent.

5. Withdrawal / cancellation fees

5.1. The Organiser grants the exhibitor the right to withdraw from the contract concluded with it in accordance with the following conditions (cancellation of contract).

5.2. In the event of cancellation of the contract, the Organiser shall be entitled to appropriate compensation. The Organiser has the option of claiming lump sum compensation (cancellation fee) from the exhibitor instead of a specifically calculated compensation amount. The lump sum compensation shall be

- 25% of the agreed remuneration in the event of cancellation up to 6 months before the event);
- 50% of the agreed remuneration in the event of cancellation up to 2 months before the event);
- 100% of the agreed remuneration in the event of cancellation less than 2 months before the event.

5.3. The Organiser is obliged to take into account the value of the expenses saved as well as the advantages gained from making alternative use of the exhibition space originally rented.

5.4. The Organiser is entitled to charge the exhibitor 100% of the cancellation costs for services of third parties that have already been ordered and can be cancelled.

5.5. The exhibitor is free to prove that the Organiser has not suffered any loss or that the loss incurred by the Organiser is lower than the cancellation fee.

5.6. This shall not affect the Organiser's right to terminate the contract without notice in the event of good cause. Good cause shall be deemed to exist in particular if the exhibitor has breached essential obligations under the contract and has not remedied the breach despite a reasonable deadline being set, or the exhibitor has ceased payment or claims against the exhibitor from past events have remained unpaid for more than three months.

6. Exhibition assembly and disassembly

6.1. If stands have not been occupied by 6.00 p.m. on the day before the start of the exhibition, the Organiser is entitled to arrange them itself. Any usual and reasonable expenses incurred by the Organiser for this purpose shall be reimbursed by the exhibitor upon presentation of proof.

6.2. No stand may be vacated before the end of the event. Exhibitors who fail to comply must pay a contractual penalty that corresponds to the full stand rent. Any claims for damages remain unaffected. Any contractual penalty paid shall be credited against the claim for damages.

7. Exhibition stand design

7.1. In order to ensure a positive, appealing overall impression, the Organiser has laid down guidelines for the stand design, which are binding for the exhibitor. These documents will be sent to the exhibitor in good time before the start of the event.

7.2. A structural demarcation of the stand area from neighbouring stands is required. Roll-ups and poster displays are not permitted as stand boundaries. If the exhibitor has not built or organised any structural demarcation for its stand, the exhibitor will be charged for the demarcation as offered in the stand packages.

8. Exhibition stand operation

8.1. The exhibitor is obliged to occupy the stand with personnel and goods for the entire duration of the Trade Fair. Advertising of any kind, such as the distribution of printed matter and addressing visitors, is only permitted within the stand. The use of visual and acoustic advertising media is subject to approval by the Organiser and may be revoked at any time with effect for the future.

9. Technical exhibition services

General heating, cooling and lighting will be provided by the Organiser. All other costs not included in the packages will be charged separately to the exhibitor.

10. Payment terms

10.1. The participation fee (stand rent and/or package price) is due for payment upon receipt of the invoice and must be paid without deduction within 14 days, or at the latest before the start of the event.

10.2. After an unsuccessful reminder and corresponding notification, the Organiser can dispose of stands that have not been paid for in full by terminating the contract without notice.

11. Cleaning and disposal

11.1. The exhibitor is responsible for the cleaning and

disposal of waste from its stand, unless a corresponding package including cleaning and waste disposal has been booked. The exhibitor has a duty and responsibility to separate waste by type in accordance with the applicable legal requirements. If the exhibitor equips the rented stand area with a floor covering, this must be removed without residue when the stand is dismantled. The Organiser reserves the right to charge the exhibitor for cleaning and, if necessary, maintenance costs if the stand is not removed without delay. All waste must be removed from the rooms on the evening of each assembly and disassembly day.

12. Performance reservations

12.1. If the Organiser's experience shows that the event is not likely to have the desired success for the customers as exhibitors due to a lack of sufficient participants, it may postpone the event to a more favourable date or cancel it.

12.2. Unforeseen events which cannot be averted even if the contracting parties exercise reasonable care ("force majeure"), such as natural disasters, strikes, epidemics, pandemics, energy supply or operational disruptions, energy shortages, official orders, legal prohibitions, industrial action or other cases of force majeure, which make it impossible to hold the event as planned, entitle the Organiser:

- to cancel the event before the official start. In the event of cancellation up to two months before the event, the exhibitor shall pay 10% of the agreed remuneration as a contribution to costs. If the cancellation occurs between one and less than two months before the event, the contribution is increased to 25%. In the event of cancellation less than one month before the event, the contribution is 50%. In each case, the costs already incurred at the instigation of the exhibitor remain due.
- to reschedule the event. If participation is not acceptable to the participant, it must prove that this results in an overlap with another event already firmly booked by it and will then be entitled to exceptionally cancel the contract within a period of 14 days after notification of the necessary postponement.
- to shorten the event. The exhibitor is not entitled to terminate or withdraw from the contract. There shall be no entitlement to a reduction of the agreed remuneration.

12.3. In all cases, the Organiser is obliged to inform the exhibitor as early as possible about the circumstances and the measures to be taken by the Organiser, at least in text form. The assertion of claims for damages is excluded for both parties whatever the circumstances.

13. Guarantee

The exhibitor must immediately give notice of any material defects or the absence or omission of warranted characteristics. Only if the Organiser fails to remedy the situation within a reasonable period of time, or if remedial action is not possible or is refused, the exhibitor may demand a reasonable reduction in the remuneration and, in the event of a significant defect, terminate the contract without notice. The limitation period for warranty claims is six months after they arise.

14. Liability

14.1. The Organiser does not assume any duty of care for the exhibition goods, the stand equipment and valuables and excludes any liability for damage thereto, except in the case of intent, including for the exhibitors' employees.

14.2. An organiser's liability insurance policy has been taken out to cover the usual insurable risks at the event venue, such as fire, burglary and water damage. Each exhibitor is advised to have its individual risk covered at its own expense.

14.3. In the event of simple negligence, the Organiser shall otherwise be liable insofar as it has breached a contractual cardinal obligation. Contractual cardinal

obligations are obligations which protect the legal positions of the exhibitor which are essential to the contract, which the contract must grant the exhibitor according to its content and purpose, or the fulfilment of which makes the proper execution of the contract possible in the first place and on the fulfilment of which the exhibitor may rely. The liability of the Organiser is limited to the amount of the foreseeable damage that can typically be expected to occur. However, this liability is limited to a maximum of 70% of the net stand rent per case of damage. Otherwise, liability is excluded in the event of a slightly negligent breach of other contractual obligations and for loss of profit, additional personnel costs incurred by the customer, loss of use and/or loss of revenue.

14.4. Liability for damages regardless of fault for defects that were already present at the time of conclusion of the contract is excluded.

15. Subletting / prohibition of assignment

The exhibitor is not entitled to sublet or otherwise transfer the stand allocated to it in whole or in part to third parties, to exchange it or to accept orders for other companies without the permission of the Organiser. The exhibitor is prohibited from assigning any claims against the Organiser to third parties.

16. Photographs and other visual recordings

The Organiser has the right to make or commission visual and audio recordings as well as drawings of exhibition items or individual exhibits of the exhibitor and its employees for the purpose of documentation or for the Organiser's own publications.

17. Offsetting / retention

17.1. The exhibitor has an offsetting right if his counterclaims have been legally established, are undisputed or have been recognised by the Organiser.

17.2. The customer may only exercise a right of retention insofar as the counterclaim on which it bases the right of retention is undisputed, legally established or ready for decision and is based on the same contractual relationship.

18. Lien

In order to secure its claims, the Organiser reserves the right to exercise the lessor's lien and to freely sell the pledged property after giving written notice.

19. Limitation period

With the exception of warranty claims (section 13), the limitation period for all mutual claims between the contracting parties shall be two years after they arise.

20. Place of performance / jurisdiction / applicable law

20.1. The place of performance is the place where the Organiser has its registered office or where the event takes place.

20.2. If the exhibitor is a merchant, legal entity under public law or a special fund under public law or if the exhibitor has no general place of jurisdiction in Switzerland or has transferred its registered office abroad after conclusion of the contract, the exclusive place of jurisdiction for disputes before ordinary courts shall be the Organiser's head office. The Organiser is also entitled to assert its own claims at the court having jurisdiction for the exhibitor's registered office. The place of jurisdiction is Zurich.

20.3. These TCC and contracts concluded on the basis thereof are governed by Swiss law.

21. Text form / ancillary agreements / other provisions

21.1. The rules applicable to the venue as well as all other regulations which are sent to the participant before the start of the event form an integral part of this contract. The implementation regulations of the venue are also binding for exhibitors. All agreements, individual approvals and special regulations require the written approval of the Organiser. The possible invalidity of one of the above contractual clauses shall not affect the validity of the remaining contractual clauses. Re-

printing, including excerpts, is not permitted.

21.2. There are no verbal ancillary agreements. Amendments or supplements to the TCC and the contracts concluded between the Organiser and the exhibitor must be made at least in text form in order to be effective. This also applies to this text form clause. Amendments that do not at least comply with the text form are invalid. The validity of individual agreements, regardless of their form, remains unaffected by this text form clause.

21.3. Should individual provisions of these TCC be or become invalid in whole or in part, or should there be a loophole in these TCC, this shall not affect the validity of the remaining provisions.

21.4. These TCC were drawn up in German. If the TCC are translated into English, the German version of the TCC shall take precedence in the event of differences in content between the two language versions.

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Supplement to the General Terms and Conditions of Contract:

Trade Fair cancellation due to coronavirus SARS-CoV-2

All parties are aware that restrictions are possible due to coronavirus. This being the case, the contracting parties agree on the following:

If the event takes place, the contracting parties shall ensure that the safety and hygiene measures prescribed for the organisation of the event are fully implemented.

If the event cannot be held due to a general ruling, a prohibition or an official order that includes the period of the planned event date due to the SARS-CoV-2 coronavirus, the Organiser is entitled to hold the event virtually. In this case, the exhibitor will receive a discount (cost of virtual fair participation CHF 1,000 net). In response to the Organiser's notification, the exhibitor may, within a period of 14 days, and at the latest two days before the event, object to the option of virtual participation in the event as an exhibitor, at least in text form, and thus withdraw from the contract concluded. The objection is valid if it is received by the Organiser within the prescribed period. In the event of timely objection, the exhibitor will receive a refund of 100% on the stand rent paid. The assertion of claims for damages is excluded for both contracting parties. The Organiser is entitled to invoice the exhibitor for services or production services commissioned by the exhibitor from the Organiser or its service provider which have already been processed or completed.

Status: October 2022

Data protection

You can find our information on data protection at:
<https://www.quz.swiss/de/impressum>