

General Terms and Conditions of Participation

1. Scope, attachments

These General Terms and Conditions of Participation govern participation in trade fairs, exhibitions and congresses with accompanying exhibitions in halls, rooms and conference facilities owned or leased by BERNEXPO AG.

The General Terms and Conditions of Participation are supplemented by the currently valid "Site regulations" which apply to events held on the exhibition grounds of BERNEXPO AG, as well as the currently valid "Technical information regarding exhibition halls" of BERNEXPO AG.

In addition, supplementary participation conditions and specific regulations may be issued for specific individual events.

2. Registration

2.1 Exhibitors

For the purposes of these Terms and Conditions of Participation, exhibitors are persons, companies and organisations in whose name or business name the binding registration is made.

The registration is to be made online via BERNEXPO AG's Online Service Centre (OSC), or is to be made at BERNEXPO AG using the PDF or printed registration form, which must then bear a legal signature. The registration shall be binding for the registering exhibitor. Upon delivery in the Online Service Center, the online registration shall be valid, even if it is not signed and/or does not bear a company stamp. No conditions and reservations desired by the exhibitor (e.g. exclusion of competition) shall be permitted with the registration. If these are inserted into the registration form, they shall only be legally effective if they are expressly confirmed in writing by BERNEXPO AG.

2.2 Co-exhibitors

Co-exhibitors are people, companies or organisations that have some kind of presence on the stand of an exhibitor by means of an address, objects, brochures or in person. If an exhibitor intends having co-exhibitors on their stand, the exhibitor is to register these via online registration. Following receipt of the log-in data, co-exhibitors may be subsequently registered for the duration of the registration phase. BERNEXPO AG shall issue a final decision on the acceptance of such co-exhibitors. Furthermore, the rights and obligations of the co-exhibitor shall be governed by the respective Terms and Conditions of Participation in the trade fair.

Each co-exhibitor is to pay a co-exhibitor's surcharge, according to the respective Terms and Conditions of Participation in the trade fair.

2.3 Obligations associated with the registration/Conclusion of contract

Registration is binding until confirmation of the stand booking by the event management. If the registration is cancelled before this, a cancellation fee shall be charged according to the respective Terms and Conditions of Participation in the trade fair.

If online registration is used, the exhibitor shall receive an automatically generated confirmation email, the purpose of which is merely to confirm the transmission of the online registration and does not constitute confirmation of the stand booking.

The hire contract between the exhibitor and event management becomes legally binding once the event management confirms the stand booking. If the content of the stand confirmation varies from that of the exhibitor's registration form, the contract shall still come into force, but according to the stand confirmation. In this case, the exhibitor may cancel the registration in writing within two weeks of receipt of the stand confirmation. The exhibitor shall be liable for a cancellation fee according to the respective Terms and Conditions of Participation of the trade fair. Requests for specific locations shall be taken into consideration if possible. However, non-consideration of special wishes or allocation to a different exhibition hall shall not confer the right to cancel the registration.

2.4 Exhibits

Exhibits are to be described accurately on the registration form (where requested), if necessary any brand names, special names, etc. must be specified. In particular, the type and use of the item must be clear from the registration.

2.5 Approval

The event management alone shall take the final decision on approval to participate and approval of exhibits. The decision does not have to be justified.

The event management is authorised to revoke approval already granted, if this has been granted on the basis of incorrect or incomplete prerequisites or details or the prerequisites for approval become inapplicable at a later date. In this case, the exhibitor shall be responsible for all liabilities entered into, but shall not be entitled to claim compensation from the event management.

2.6 Sub-letting/exchanging stand space

The allocated stand space may not be exchanged with another exhibitor without the approval of the event management. Sub-letting of the stand is not allowed.

2.7 List of exhibitors, publications

The exhibitor has knowledge of the fact that, as a rule, the event management compiles one list of exhibitors for each event. In isolated cases, other publications naming the exhibitors and their goods and services may be issued.

By signing the registration form, the exhibitor declares they agree to their details being used in this context.

The event management alone is authorised to publish the exhibition catalogue, irrespective of the medium selected for publication. The exhibitor provides all details in good faith and at their own responsibility. The event management accepts no responsibility for the accuracy of publication entries, nor for errors and omissions.

2.8 Exclusion of exhibition goods and exhibitors

Exhibits that are not registered or approved may not be displayed, and the event management reserves the right to remove such goods and their representatives from the stand at the cost of the exhibitor and/or to eject them from the exhibition grounds. As a general principle, exhibits may not be exchanged for the entire duration of the exhibition. Exceptions may be approved by the event management if requested in advance.

The event management is authorised to take any measures it deems appropriate to ensure the orderly execution of the exhibition. Anyone who does not comply with the directives of

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the event management may be excluded from taking part in an event at any time.

If an exhibitor does not fulfil their payment obligations on time, the event management may, after an unsuccessful warning, deny the exhibitor access to the premises, have the stand vacated immediately at the exhibitor's expense and/or exercise a lien and retain the goods being exhibited and the stand equipment, then store them at the exhibitor's expense, having given the exhibitor due notification in writing.

The event management is authorised to take or arrange measures to implement its directives, following unsuccessful reminders, at the expense and risk of the defaulting exhibitor.

Those concerned or third parties shall not be entitled to reimbursement of the stand rental, fees, etc. or compensation.

2.9 Protection of third-party rights

Exhibitors are obliged to respect the intellectual property rights of third parties and to behave in good faith. Goods and services may not be exhibited, offered for sale or promoted in such a way as to infringe the rights of third parties. Infringements may result in exclusion from the event.

2.10 Recognition of the Terms and Conditions of Participation

By registering, whether in writing or online, the exhibitors declare they are aware of and accept the General Terms and Conditions of Participation, the respective Terms and Conditions of Participation in the particular trade fair, site regulations, currently valid prices as well as other directives. They must also inform and instruct the persons employed by them at the event, the co-exhibitors registered by them and their other agents accordingly, and assume full responsibility for the latter complying with the conditions as indicated above.

3. Cancellation

If, after receipt of the stand confirmation and outside the period of notice of 2 weeks according to Art. 2.3, an exhibitor cancels their booking, then the exhibitor shall be liable for the full stand hire fee and any ancillary costs. If the event management succeeds in hiring the stand to someone else, then compensation is to be paid by the exhibitor that has defaulted on the contract according to the Terms and Conditions of Participation in the trade fair. The right to charge for any costs arising from non-occupancy of the stand is reserved.

If, after confirmation of the stand by the event management, the stand area is reduced by the exhibitor, the exhibitor shall continue to be liable for the full cost of the stand area, as well as any ancillary costs arising.

In the event of a cancellation, in all cases co-exhibitors must pay the full co-exhibitor surcharges, as well as any costs arising.

4. Cancellation of the event

An event may be cancelled without compensation before despatch of stand confirmations.

Following the despatch of stand confirmations, an event may be completely cancelled or run in a modified format, if circumstances exist which prove the running of the event by the organisers as planned is not feasible for the event management and if these circumstances could not have been

foreseen by either the exhibitors or event management and were beyond the control of the event management. Such circumstances may arise in particular in the case of relevant political and economic events, official directives, withdrawal of relevant approvals, as well as Acts of God.

In these cases, the event management holds no liability. Payments already made shall be reimbursed after deduction of any costs and expenses incurred by the event management.

5. Terms of payment

5.1 Prices

The currently applicable rates apply to prices. Value-added tax at the currently valid official rate shall additionally be charged.

5.2 Payment deadlines

Invoices are payable in full within 30 days of their date of issue, subject to any alternative payment deadlines.

5.3 Payment in advance

Invoices for stand rental and supplementary services which fall due before the start of the exhibition must be paid in full before stand construction work begins.

5.4 Invoicing stand rental and supplementary costs

The event management reserves the right to charge for the estimated costs of the technical services used by an exhibitor/co-exhibitor in the form of a payment on account.

The payment on account, the booth rent and all services ordered by the exhibitor/co-exhibitor up to the date of invoice will become payable and will be invoiced following delivery of the booth confirmation.

The other costs to be borne by the exhibitor/co-exhibitor will become payable after the end of the trade fair and will be itemised in the final account. Payments made will be credited in full to the final account.

No discount will be given for invoices which are settled on time. If invoices are issued to a third party upon the instructions of the exhibitor/co-exhibitor, the exhibitor/co-exhibitor will continue to be jointly and severally liable for the total costs.

6. Stand arrangement/construction and dismantling/design/supervision

6.1 Halls and space allocation

The event management reserves the express right to move stands, even after invoicing.

6.2 Stand design

Stand design is a matter for exhibitors, as long as they comply with the rules in the site regulations. Relevant statutory and official regulations must also be observed and complied with. Stands must fit in with the overall image and plan of the particular event.

6.3 Stand equipment

All stand equipment required may be ordered only via the Online Service Centre for service bookings (OSC). If additional forms are required, these shall be provided via the OSC. These orders are to be accompanied by a sketch showing the required positions of the equipment ordered, otherwise it shall be positioned at the discretion of the event

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management. No work shall be carried out without an appropriate order.

6.4 Opening times of stands

Throughout the official opening hours of the exhibition, exhibitors are obliged to display their goods and keep their stand open and manned continuously.

6.5 Stand dismantling

The stand space must be left as it was found. The exhibitor shall be liable for any damage, modifications and residues. All liability is refused for exhibition goods that are not removed on time. We reserve the right to invoice storage fees for exhibition goods not removed on time.

7. Stand security

Surveillance of the exhibition site (halls and open-air grounds used for the exhibition) shall be provided. The event management shall not be liable for losses and/or damage to stands and exhibits.

Stand security and surveillance, in particular with respect to valuables, is generally a matter for the exhibitor, including during construction and dismantling periods. The event management shall only take care of the general surveillance of the exhibition site. The exhibitor may, in agreement with the event management, implement further stand security measures at their own expense.

8. Data privacy notice

The data provided by the exhibitor shall be recorded and stored in BERNEXPO's database. The data shall be used for fulfilling BERNEXPO's business purposes, particularly those relating to the contract, and for information and advertising purposes. The data shall not be used for any other purposes and, in particular, shall not be disclosed to third parties, with the exception of service providers acting for BERNEXPO. BERNEXPO's data privacy statement, which can be viewed at www.bernexpo.ch/legal, shall apply in all other respects.

9. Liability, insurance

The event management cannot accept any liability for loss and/or damage to stands and exhibits.

Each exhibitor is obliged to take out insurance for stands and exhibits covering fire, water or transport damage, general damage and petty larceny. Insurance can be covered by the general policy of BERNEXPO AG.

If, in spite of reminders, the exhibitor does not submit an insurance application or refrains from signing up to the general policy, insurance shall be automatically taken out against the general policy, with the insured sum set at CHF 20,000.00. The exhibitor shall be invoiced for the insurance premium.

10. Applicable law

Swiss law shall exclusively apply, with the exception of conflict of laws.

11. Place of jurisdiction

The place of jurisdiction is exclusively Bern.

12. Binding version

The German language version of the documents valid at the time of registration is binding.