

General Terms and Conditions of Bexpo Productions AG

1. General

The following General Terms and Conditions (GTCs) shall apply to the entire business relationship between the parties. Any agreements, including any conditions of purchase or general terms and conditions of our customers, which differ from the GTCs shall require our written approval. Bexpo Productions AG (Bexpo) reserves the right to amend these GTCs at any time.

2. Entry into force and scope

With effect from November 1, 2021, these GTCs shall exclusively govern all of Bexpo's services (including drafting, planning, designing, manufacturing, delivering and transporting, installing, transferring for use, dismantling, and collecting components and building systems for stand constructions for trade fairs, exhibitions and events), any consulting and organization etc. in connection with such services, and any contracts between Bexpo and its customers (unless such contracts have been expressly amended by written agreement). The customer's own terms and conditions shall not become part of the contract and shall have no effect. If and to the extent that offers made by Bexpo differ from these GTCs, the terms of such offers shall prevail. The customer accepts that Bexpo's GTCs shall apply from the time it first receives or learns of Bexpo's ideas, concepts, offers, etc. Bexpo's GTCs are available on its website at www.bexpo.ch.

3. Offers and conclusion of contracts

A contract shall not become legally binding until Bexpo has confirmed the relevant order in writing.

Unless otherwise stated, Bexpo shall be bound by each offer that it makes for a period of 30 days. However, Bexpo reserves the right at any time and with immediate effect to revoke any offer that the customer has not yet accepted, if Bexpo considers that it will no longer be able to execute the order on a timely basis because of the lead time that it requires.

The customer may use any form (including speech) to accept an offer that Bexpo has made to it. The contract between Bexpo and the customer shall become legally binding when the customer accepts the offer, and the customer shall thereupon be deemed to have also accepted these GTCs. Bexpo shall confirm the customer's acceptance of its offer by means of a written order confirmation to the customer. The customer must notify Bexpo immediately if there are any discrepancies in the order confirmation. Any later changes or cancellations will either be rejected or will necessarily incur costs. Offers are only valid for the persons to whom they are addressed.

4. Prices, changes in price

Unless otherwise stated, all prices are and are subject to applicable statutory value added tax (VAT). Any prices quoted by Bexpo are in Swiss francs, unless otherwise stated.

The customer shall bear the costs of any taxes (including VAT), fees and charges of any kind. This shall apply within Switzerland and abroad.

The prices shall not include, unless otherwise agreed, any connection costs at trade fairs or fees of any kind that are charged by trade fair companies, forwarding agents, handling agents, customs authorities or other parties (e.g. for storage of empties, waste disposal, water, electricity, or insurance). Bexpo will invoice the customer for these in addition or the trade fair organization will invoice them directly.

Bexpo may pass on to the customer any wage and freight cost increases that were not known at the time the contract was concluded. Bexpo will invoice separately for any special work or change requests that the customer makes after conclusion of the contract. This shall also apply to any lump-sum orders.

Bexpo may make minor changes with respect to its confirmation of the order without consulting the customer, provided that they do not reduce the value of Bexpo's services or change the nature of its performance.

Bexpo may pass on to the customer any additional costs for delayed orders. The scope of services expressly excludes handling, assembly and disassembly of customer exhibits, stand cleaning and any services connected with technical installation by the trade fair organization.

5. Payment terms and deadlines

Unless otherwise agreed, the customer shall pay 50% of the contract sum before loading/start of assembly and shall pay the remaining 50% 14 days after receipt of the final invoice, in each case without any deductions. The customer shall make its payments in cash or by bank transfer or credit card. Bexpo shall be entitled to a commission of 3% on any payments made by credit card. Bexpo shall not be liable for any delays in performance that result from a failure by the customer to comply with the payment terms. If a person places an order on behalf of a third party, that person shall be jointly and severally liable with the third party for any claims that Bexpo may have as a result of that order.

6. Default and collection of debts

The customer shall be in default if it fails to make a payment before the relevant deadline expires. After the first payment reminder, reminder fees shall accrue together with statutory default interest at the rate of 6% [per annum].

A default on the customer's part shall also entitle Bexpo to discontinue its services, to withdraw from the contract, to demand the prompt return or collection of any contract items that it has provided and to immediately terminate any related contracts without further formalities. The customer shall forfeit as a contractual penalty any advance, down or partial payments that it has already made if and to the extent that they exceed any claim that Bexpo may have for damages.

The customer shall promptly notify Bexpo in writing of any seizure, retention, attachment etc. of any rental items that belong to Bexpo or of any bankruptcy proceedings instituted against the customer and shall promptly inform the competent debt enforcement or bankruptcy office about Bexpo's ownership of any materials that belong to Bexpo.

The customer shall also reimburse Bexpo for any costs, including legal fees and court costs, that Bexpo incurs in collecting any outstanding amounts.

7. Set-off

Mutual claims may not be off-set without prior consultation and written agreement.

8. Rental items

The customer acknowledges that ownership of all components of the exhibition stand shall remain with Bexpo without restriction.

The customer may only use the rental items (exhibition stand/furniture/systems etc.) for its own use. The customer may not sub-rent the rental items (with or without payment, transfer of use, etc.) without Bexpo's permission.

The customer shall treat with care and consideration any contract items that are handed over to it, and shall protect them from damage and theft, until Bexpo dismantles them and takes them back. It shall always ensure that the contract items are not exposed to any weather conditions. The customer shall be accountable and responsible for Bexpo's items and property during an event or trade fair, including for any loss, theft, damage or interference caused by third parties.

The customer shall be liable for any damage that exceeds the scope of contractually agreed wear and tear. The customer must not alter the contract items in any way and, if it does so, Bexpo shall be entitled to charge the customer for restoring them to their original condition or replacing them. The customer must not remove or cover Bexpo's brands or logos on the contractual or rental items.

9. Rental period

The rental period is the time from the start to the end of the trade fair (or other meeting, event or occasion), plus any days spent assembling and/or dismantling.

Bexpo shall retain ownership of all contract items or, if Bexpo has obtained them from third parties for onward delivery to the customer, the relevant third party shall retain ownership of them. The customer shall not under any circumstances acquire ownership of the contract items.

The customer must not legally or factually dispose of the contract items in any way, including by sale or a transfer by way of security, pledge or other encumbrance. Any such disposal shall be ineffective with regard to Bexpo. Bexpo shall be entitled to charge the customer for any costs that Bexpo incurs in taking intervention measures to protect its property or other rights or to remedy any damage that it suffers as a result of any such disposal.

After taking back the contract items, Bexpo shall within a reasonable period of time inspect them and notify the customer of any defects for which it is liable. If Bexpo discovers defects at a later date which were not recognizable in the course of a normal inspection, it may then notify them to the customer.

10. Purchased material

Bexpo shall retain ownership of any goods that it delivers until the customer has paid the purchase price in full.

11. Graphics/print products/customer's own material

Graphics and print products are part of the rental items and must be returned to Bexpo's possession at the end of the trade fair or event. Bexpo shall not be obliged to store them and may dispose of them at its own discretion.

The customer may by means of a written storage order (storage order for customer graphics form) request Bexpo to store graphics for a year or for a specific period of time for a charge. The customer shall bear any handling, including storage, costs. Unless the customer otherwise requires, Bexpo shall extend the storage period by a further year and shall invoice the customer accordingly. Bexpo disclaims any liability for damage, wear and tear, or changes in color. The customer shall bear the full cost of any new graphics that need to be produced.

If the customer wishes to take advantage of this offer, it must so inform Bexpo no later than the end of the trade fair or event.

Bexpo will quote and invoice separately for its work and its handling and delivery costs if the customer chooses to collect and store the graphics itself.

12. Hand over/inspection obligations

Bexpo shall hand the rental items and/or the stand over to the customer at the agreed place of delivery and at the agreed time. Use and risk shall pass to the customer upon handover of the stand and shall pass back to Bexpo at the end of the trade fair.

The customer must check the rental items and/or the stand for any defects and, if there are any, must claim for them immediately.

The customer shall confirm the handover of the rental items and/or the stand with its signature on the handover record. If the customer is absent at the agreed time, Bexpo shall be entitled to leave [the rental items and/or] the stand at the place of delivery and it/they shall be deemed to have been handed over to the customer in a defect-free condition at the time of delivery.

13. Return

The customer shall punctually return the rental items and/or the stand to Bexpo at the return location agreed in writing on the last day of the contract period. The customer shall not be entitled to retain the rental items and/or the stand to secure any claims against Bexpo.

14. Liability/insurance

The customer shall be liable for any loss of or damage to the rental items and/or the stand during the trade fair. The customer must take out insurance for the rental items and/or the stand for the duration of the trade fair. The customer shall be responsible for insuring its own materials (exhibits etc.).

In the event of loss, the customer shall be liable to the extent of the replacement price. In the event of damage, the customer shall be liable for all necessary repairs and maintenance work, insofar as they result from improper handling.

15. Defects

The customer must immediately notify Bexpo of any defects that it discovers before the stand is handed over. Bexpo shall then try to remedy the defects as quickly as it can.

The customer must notify Bexpo immediately of any defects that it discovers after the stand is handed over. Bexpo cannot guarantee that it will be able to remedy any defects discovered after handover of the stand in good time before the start of the trade fair. However, Bexpo will make every effort to remedy such defects.

16. Delivery

Delivery and performance deadlines shall not be binding unless Bexpo has confirmed them in writing. Bexpo cannot guarantee that it will meet the delivery and performance deadlines unless the customer performs its own obligations. If Bexpo incurs additional expenses or costs (e.g. transport or extra assembly costs) as a result of the customer's failure to perform its obligations, Bexpo may pass them on to the customer in full. These may include:

- Obtaining any necessary registrations and satisfying any official formalities in good time.
- Prompt payment of the advance or down payment.
- All required technical information plus templates for the graphical implementation (at least 14 days before the start of loading/assembly).

The delivery and performance deadlines shall apply subject to any unforeseeable obstacles that are beyond Bexpo's control, including in cases of force majeure, official measures, transport and operational disruptions, or any circumstances which make manufacture or delivery excessively difficult or impossible. Bexpo shall not be liable for any damages that may result from such circumstances.

17. Transportation

Bexpo shall carry out or organize transportation of the contract items (excluding the customer's materials) to the place of performance and back.

Bexpo shall bear the risk of loss or destruction of or damage to the contract items.

In the event of theft or loss, the customer shall report this to Bexpo or shall have a police report drawn up. If the customer discovers transportation damage, it shall arrange for the carrier or site manager to make an inventory.

Bexpo shall be entitled to additional remuneration if it also undertakes to transport items other than the contract items, including any items that belong to the customer (e.g. exhibits, furniture, electrical appliances, or graphics). The customer shall at all times bear the full risk of loss, destruction, damage, fire or accident to any such items and shall at all times be liable for and in connection with any such items. Bexpo also disclaims any liability for the late arrival of such items.

Unless otherwise required by applicable law, the customer shall in all cases be solely responsible for complying with all export, import, transit and control regulations and formalities and shall bear the costs such compliance.

The customer shall take out insurance against damage by natural forces, fire/water, theft, etc. for any materials (e.g. exhibits, furniture, electrical appliances or graphics) that belong to it and that Bexpo stores on its behalf. Bexpo cannot be required to replace any materials that belong to the customer, or to bear the cost of replacing them, in the event of such an incident.

18. Right to withdraw

Neither party shall have a right of withdrawal.
If the customer cancels an order that has already been confirmed and scheduled, or parts thereof, the cancellation costs shall amount to:

- 40% of the order value up to 120 days before the event;
- 60% of the order value up to 90 days before the event;
- 80% of the order value up to 30 days before the event; and
- thereafter 100% of the order value.

If Bexpo has already incurred expenses as a result of its preparations, it shall be entitled to charge the customer for such expenses plus the above-mentioned lump sums.

19. Copyright

Bexpo shall be responsible for ensuring that its performance of its services under a contract with the customer does not infringe any third-party intellectual property rights and shall indemnify the customer in full against any third-party claims, provided that the customer entrusts Bexpo with defending such claims.

Bexpo disclaims any warranty of quality and any liability for damages if it builds works according to the customer's designs and/or instructions or integrates the customer's works into its own.

Any documents (e.g. images, renderings, plans, sketches, forms and layouts) that Bexpo provides to the customer shall remain Bexpo's property and shall be subject to copyright. The customer may not pass them on to third parties, make copies of them or transcribe them without Bexpo's written permission.

20. Printed matter

Bexpo will charge the customer for any sketches, drafts, proofs, samples and similar preliminary work that it produces on the customer's behalf. The risk of errors shall pass to the customer upon approval for printing (signing of the "Good to print"), unless an error is caused by technical defects in production. Bexpo will adapt any delivered artwork to the required print format.

21. Permissions

The customer shall be responsible for obtaining, at its own expense, any required concessions, permissions and/or performance licenses.

The customer shall itself be responsible for obtaining, at his own expense, any evaluations in connection with trade fair-related costs and specified permissions and for obtaining and paying for or settling any performance and other licenses and/or intellectual property rights, concessions, permissions and the like, and any fees, including those of collecting societies (SUISA, Maut, LSVA, Pro Litteris etc.).

The customer shall itself also be responsible for meeting, at its own expense, any administrative requirements, including for any required residence and/or work permits.

22. Confidentiality/secret

The customer shall - including after the end of the business relationship - treat the details of its business relations with Bexpo and Bexpo's business secrets confidentially. It must also impose this obligation on its governance bodies, its employees and any third parties that it engages. Bexpo's offers, plans, creations and the like shall also be treated as confidential. Bexpo shall retain the intellectual property rights (including copyright, patent rights, etc.) to any works that it produces, such as renderings, sketches, CAD plans, project work, drafts, visualizations, etc., and to any technical solutions that it creates. The customer shall have the right to use, free of charge and within the scope of the purpose of the relevant contract, any works that Bexpo creates for it. Breach of this obligation shall entitle Bexpo to damages and to immediately withdraw from the contract.

23. Exclusion or limitation of liability

Bexpo disclaims to the extent permitted by law any liability for material damage, personal injury or damage of any other kind which is suffered by the customer or any third parties. It shall be irrelevant for this purpose whether the damage is direct, indirect or consequential.

In particular, Bexpo shall not be liable for any production stoppages, loss of use, loss of orders, loss of profit, financial losses or for any losses resulting from delays or interruptions in installation, or for any contractual losses, consequential losses or claims of third parties against the customer or for other direct or indirect damages.

Nor shall Bexpo have any liability for damages which:

- a) result from incorrect or improper use of the contract items or their parts;
- b) are attributable to incorrect or incomplete instructions, directions, information or facts etc. provided by the customer;
- c) are due to non-compliance with Bexpo's instructions or are otherwise the fault of the customer or a third party;
- d) are caused by the actions of third parties, a force majeure or an external force (e.g. an accident); or
- e) are due to the fact that the contract items or their parts were not assembled by Bexpo or by specialists authorized by Bexpo.

Bexpo shall only be liable for a default if it is due to intentional or grossly negligent conduct on Bexpo's part. Any claims for damages shall in any case be limited to an amount equal to the contract price. Nor shall Bexpo be liable in any case for any acts or omissions of any assistants, or any third parties engaged by Bexpo.

24. Governing law/place of jurisdiction

The place of jurisdiction and place of performance for all obligations arising directly or indirectly from the contractual relationship shall be Andelfingen in the canton of Zurich. All legal relationships or agreements with Bexpo shall be governed exclusively by Swiss law, to the exclusion of international private law and international treaties. Bexpo shall, however, be free to bring a claim against the customer before any other court of competent jurisdiction.

25. Miscellaneous provisions

The customer may not set off any claims that it may have against Bexpo against any claims that Bexpo may have against the customer.

The customer may not assign any claims it may have against Bexpo to third parties.

Bexpo may engage third parties to perform its obligations.

The new GTCs shall apply from the date specified therein to all Bexpo services and to any contracts between Bexpo and the customer or suppliers.

Any notifications must be sent to Bexpo Productions AG, Marthalen in the canton of Zurich.

26. Invalidity of contractual provisions

If any provision in an individual contract concluded between Bexpo and the customer or in these General Terms and Conditions (GTCs) proves to be invalid for any reason, this shall not affect the validity of the remaining provisions.

Marthalen, 01.11.2021

Bexpo Productions AG
Management