

# General Conditions for Participation in Exhibitions

## MCH Messe Zürich



MCH Zurich Exhibition Ltd., with its registered office in Zurich/Switzerland, (hereinafter referred to as “MCH”), organizes and carries out exhibitions, fairs, conferences and congresses (hereinafter referred to as the “Exhibition”) in Switzerland. It is a subsidiary of the MCH Group Ltd. (hereinafter the “MCH Group”). These General Conditions for Participation in Exhibitions (hereinafter referred to as the “Exhibitor Regulations”) apply to the provision of exhibition space and other participation packages (As defined below), unless MCH and the exhibitor have agreed otherwise in writing. A participation package is understood to mean all forms of MCH service packages that do not consist in the provision of exhibition space alone, but comprise many services, irrespective of whether or not this service package is offered at an overall price. For the sake of simplicity, only “Exhibition Space” will be referred to hereinafter, whereby all forms of participation packages are also meant.

By submitting the registration form (see Clause 1), the exhibitor confirms acceptance of this exhibitor regulations as well as all other exhibition documents. If the exhibitor fulfills the admission requirements as per Clause 2, the exhibitor contract is established (see Clause 3). Only upon receipt of the stand confirmation is the exhibitor formally granted admission to the respective exhibition.

### 1 Registration for Exhibition

#### 1.1 As Main Exhibitor

The registration for participation in the exhibition as a main exhibitor is completed by submitting the fully completed registration form. Changes and reservations made by the exhibitor on the registration form are ineffective and considered null and void. The exhibitor assures and guarantees that all information provided with the registration form is accurate and up-to-date. In case of any changes to this information, MCH must be informed as soon as possible.

The registration does not establish a claim for admission to the exhibition. Similarly, the one-time or multiple-time admission to a previous exhibition does not establish a claim for the exhibitor's re-admission to the exhibition and/or for the allocation of the same booth location.

#### 1.2 As Co-Exhibitor

The use of exhibition space or parts thereof (in any form) by companies other than the main exhibitor is only permissible if (i) the main exhibitor has reported these companies as co-exhibitors to MCH during registration; and (ii) MCH has approved these co-exhibitors in accordance with the following Clause 2. The terms “main exhibitor” and “co-exhibitor” together shall be referred to as “exhibitor” in this exhibitor regulations, unless explicitly stated otherwise.

The main exhibitor is responsible for their co-exhibitors; they are particularly responsible for ensuring that co-exhibitors are aware of, accept, and adhere to these exhibitor regulations as well as all other exhibition documents.

No direct contractual relationship is established between MCH and a co-exhibitor of the main exhibitor. MCH may charge an additional fee (the “co-exhibitor fee”) to the main exhibitor 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 additional services will be billed directly to the co-exhibitor by MCH, unless otherwise specified in the exhibitor contract. MCH reserves the right to contact co-exhibitors directly or through their official partners, particularly for matters related to entries in informational media.

### 2 Admission Requirements

MCH decides on the admission of exhibitors and exhibits, taking into account the purpose of the exhibition and the available capacity. Admission of an exhibitor is determined by the group of participants in the exhibition. The list of products or the list of specialist areas of the exhibition is decisive for the admission of exhibits. The product groups intended for exhibition must be listed in the registration form; subsequent additions must be notified to MCH in writing (letter, e-mail, fax) before the official opening of the exhibition. In principle, only those goods belonging to and registered in the list of products or the specialist area may be exhibited. MCH may request precise details of the individual goods intended for exhibition. In this case, goods that have not been registered or approved may not be exhibited, and MCH reserves the right to have such goods removed from the booth at the exhibitor's expense in the event of a dispute.

MCH may refuse to admit an exhibitor, inter alia, if (I) the exhibitor has debts to MCH, (II) his conduct at a previous exhibition was detrimental to business or reputation or gave rise to justified complaints, (III) the exhibitor has repeatedly breached his contractual obligations or (IV) the exhibitor endangers or hampers the proper staging of an exhibition. It may revoke an admission that has already been granted if it subsequently transpires that the admission was granted on the basis of false information or requirements, or if the exhibitor subsequently no longer meets the admission requirements. MCH declines all liability for claims asserted by exhibitors or third parties in connection with the admission or non-admission of exhibitors.

### 3 Placement, Booking Confirmation and Contract Conclusion

#### 3.1 Placement

If the exhibitor meets all admission requirements and there are no exclusion criteria, MCH will allocate the exhibition space (placement). For placement, the primary factors are the relevance of the reported products or services to the theme of the exhibition and their professional categorization, considering the overall exhibition concept. The exhibitor's placement preferences and other special requests regarding their booth location are non-binding for MCH. Based on the information provided by the exhibitor in the application, MCH creates a placement plan that shows the individual location of the exhibitor's booth. In some cases, the placement plan may also show neighboring exhibitors by name. MCH may provide the exhibitor with one or more proposed placements for consideration. These placement proposals from MCH are non-binding until the exhibitor's placement is finalized.

MCH reserves the right to limit the size of the exhibition space and the number of reported products and services.

When calculating the exhibition space, deductions are made for hall pillars.

### **3.2 Booking Confirmation and Contract Conclusion**

MCH will communicate the final placement to the exhibitor along with the booking confirmation. The exhibitor contract between the exhibitor and MCH becomes legally binding with the booking confirmation. If the content of the booking confirmation differs from the content of the application, the exhibitor contract is formed according to the terms of the booking confirmation unless the exhibitor objects in writing (letter, email) within 14 calendar days of receiving the booking confirmation. Deviations from the proposed placement and the non-consideration of placement and other special requests do not entitle the exhibitor to object. In exceptional cases, MCH reserves the right to allocate an exhibition space that deviates from the booking confirmation, to relocate or close entrances, paths, or open spaces, and to make other structural changes even after the booking confirmation has been issued, if MCH has a significant interest in such measures due to special circumstances. If the exhibitor does not agree to these changes, they have the right to withdraw from the exhibitor contract without incurring any costs; any deposits already made will be refunded to the exhibitor. There is no claim for damages. If the exhibitor has chosen electronic delivery of the booking confirmation in their application, the booking confirmation addressed to them will be sent via email with a PDF attachment in an unencrypted form to the email address provided by the exhibitor in the application. The booking confirmation is considered received once the email enters the sphere of control (email account with the internet provider) of the recipient named by them in the application. It is the exhibitor's responsibility to regularly check their electronic inbox and ensure that MCH's emails are consistently received.

## **4 Marketing and Communication Services**

### **4.1 Print Media and Digital Media**

MCH provides various marketing and communication services, both in digital and non-digital formats, for the benefit of the exhibitor in connection with their participation in the exhibition. The specific services are outlined in the application form and are provided for an additional fee. MCH reserves the right to establish additional terms of use for the utilization of such services.

### **4.2 Exhibitor Passes**

Each exhibitor receives a certain number of exhibitor passes free of charge, granting access to the exhibition for their own booth personnel. If MCH determines that the passes are being misused for other purposes, MCH reserves the right to invalidate the passes and exclude the exhibitor from the exhibition. The exhibitor can obtain additional exhibitor passes from MCH for a fee. MCH may require that the passes be issued with personalization.

### **4.3 Visitor Passes and Vouchers**

MCH can provide the exhibitor with a specific number of visitor tickets for a fee. The visitor tickets grant entry to the exhibition on any day. The exhibitor can purchase vouchers for visitor tickets for a fee. Such vouchers entitle visitors to purchase visitor tickets at a discounted price. The price difference between the regular and discounted price is covered by the exhibitor and will be invoiced by MCH. Visitor tickets are issued with personalization and are non-transferable. The exhibitor commits to providing MCH with only those personal data that are necessary for the issuance of personalized visitor tickets by MCH, and that the exhibitor has lawfully obtained under applicable data protection laws and is entitled to transmit to third parties (including MCH) while adhering to the applicable data protection laws. The resale of visitor tickets and vouchers is prohibited for the exhibitor. In case of infringement or misuse by the exhibitor or their agents, the exhibitor will be excluded from the exhibition.

## **5 Purchase of Additional Services via the MCH Service Shops**

With the booking confirmation, the exhibitor will receive their personal access credentials to MCH's service shops, through which they can plan, book, and manage their presence. The exhibitor is obligated to treat their personal access credentials confidentially and safeguard them against unauthorized access. In case of suspected misuse, the exhibitor must promptly inform MCH. MCH shall not be liable for damages arising from the abusive use of personal access credentials. Depending on their needs, the exhibitor can order additional services (e.g., technical connections, booth staff, booth cleaning, security services, catering, etc.) through the service shop provided by MCH or its official partners. The provision of additional services incurs charges. Details, prices, and contact information are available in the service shop. Prices are exclusive of Swiss value-added tax. To ensure the safety of lives, property of MCH, the exhibitor, and third parties, MCH may require the exhibitor to exclusively obtain certain services from MCH or its official partners. Details are outlined in the application form and the information in the service shop. Orders are subject to the conditions set forth by MCH or its official partners in the service shop. Upon receiving an order, MCH or the official partner (depending on the situation) will contact the exhibitor, provide advice, enter into contracts, and deliver the ordered services. Providing additional services may be contingent on a prepayment (deposit). The official partner does not invoice the exhibitor directly for their services, even if a direct contractual relationship is established between them and the exhibitor. Instead, the official partner authorizes MCH to invoice the services rendered by the official partner as a separate item in the final invoice, and to collect the payment on behalf of the official partner. The fee owed by the official partner to MCH for their services is included in the official partner's price and is not listed separately. MCH neither guarantees nor is liable for the services provided by its official partners who maintain a direct contractual relationship with an exhibitor; the official partners are not agents of MCH.

## **6 Handover of the Exhibition Space**

Upon receiving the exhibition space, the exhibitor is required to promptly inspect its condition and report any defects to MCH immediately. Failure to do so will be considered as the exhibitor accepting the exhibition space as free from defects.

## **7 Booth 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 comply with legal, regulatory, and other safety requirements, as well as the booth construction and design guidelines of MCH. The exhibitor especially adheres to the provisions of the operational regulations and the booth construction and design guidelines in their current version during setup, dismantling, and throughout the exhibition.

The exhibitor must ensure that any contractors they engage comply with the booth construction and design guidelines and the operational regulations of MCH in their current version.

The exhibitor is obligated to have their booth set up and dismantled by the deadlines specified by MCH.

## **8 Booth Operation and Duty to Operate**

The exhibitor is obligated to operate their booth continuously during the official opening hours throughout the entire duration of the exhibition. The booth must be appropriately equipped with the reported products and services and staffed with knowledgeable personnel. The removal of products and dismantling of booths before the official end of the exhibition are not permitted.

Any activities and demonstrations that disturb neighbors or visitors, such as using space outside the designated exhibition area, excessive emissions of any kind, etc., are not allowed. In case of non-compliance, MCH is entitled to issue warnings and instructions to the exhibitor.

If the exhibitor does not comply with MCH's instructions, MCH reserves the right to exclude the exhibitor from the exhibition; the exhibitor does not have a claim for damages.

If an exhibitor does not adhere to the specified opening hours, leaves the exhibition prematurely, or otherwise breaches their operational obligations, MCH - without prejudice to further claims under this exhibitor regulation or applicable law - can impose a penalty of 20% of the net fee for the agreed exhibition space on the respective exhibitor, but no less than CHF 1,000.— and no more than CHF 5,000.— per day in which the operational obligation is violated by the exhibitor or the exhibitor fails to follow MCH's instructions. Payment of the penalty does not relieve the exhibitor from operating their booth properly. Claims for damages by MCH that exceed the penalty remain reserved.

## **9 Catering**

To ensure the safety of life and limb, the exhibitor is prohibited from providing or selling food and beverages on the exhibition premises (e.g., at temporary establishments, refreshment stands, or event catering) either directly or through third parties, whether for compensation or free of charge. If the exhibitor is authorized to offer and/or sell food and beverages during the exhibition at their own exhibition space, the exhibitor is obligated to fully adhere to all relevant legal requirements at the federal, cantonal, and municipal levels (especially those concerning youth protection, health protection, food labeling, price disclosure regulations, etc.).

## **10 Booth Cleaning**

The exhibitor is responsible for the cleaning of their exhibition space. They are obligated to complete cleaning operations during the exhibition period at least fifteen minutes before the exhibition opens and one hour after the exhibition closes. The exhibitor commits to using only biodegradable cleaning products for the cleaning process. Liquids, substances, or any other materials that are unavoidably necessary for cleaning the booth or for the operation and maintenance of products, and that are not biodegradable, must be employed with expert care to prevent any environmentally harmful effects. Residual materials, including used aids, must be properly disposed of as hazardous waste by the exhibitor. Cleaning agents containing harmful solvents should be used only in exceptional cases and in compliance with regulations.

## **11 Waste Disposal and Empties**

The exhibitor is responsible for properly recycling and disposing of their waste and that of their co-exhibitors. If the exhibitor does not dispose of the waste within the timeframe specified by MCH, the proper recycling and disposal of the waste will be carried out by MCH at the exhibitor's expense. Waste bags can be obtained from MCH for a fee.

The empty containers generated by the exhibitor in connection with the exhibition (e.g., reusable packaging materials) must be promptly handed over to MCH's official logistics partner for storage during the exhibition period. Storage is subject to charges; prices are provided in the service shop. Empty containers must not be stored on the exhibition space during the exhibition. In case of non-compliance, MCH will store the empty containers with MCH's official logistics partner for the duration of the exhibition at the exhibitor's expense.

## **12 Advertising and Customer Acquisition**

Advertising and customer acquisition are only allowed within the exhibitor's own exhibition space. The exhibitor may only advertise their own products and services that have been reported to MCH. Distributing printed materials and gifts, as well as displaying posters of any kind outside the exhibition space, is prohibited without prior written consent

from MCH. In case of non-compliance, MCH may remove such materials at the exhibitor's expense. Political or religious propaganda is only allowed with prior written consent from MCH. Intrusive or aggressive sales behavior is prohibited. Conducting contests or giveaways is only permitted within the exhibitor's own exhibition space and must adhere to legal requirements; it requires prior written consent from MCH.

## **13 Intellectual Property Rights**

Subject to any differing written agreement between the exhibitor and MCH, the exhibitor may use the word and image marks of the exhibition solely within the scope and purposes of their participation in the exhibition. MCH provides the necessary materials for the exhibitor to download at no cost. After the conclusion of the exhibition, the exhibitor is obliged to refrain from further using the word and image marks. The exhibitor assures MCH that the intellectual property rights (e.g., data, texts, photos, logos) provided by the exhibitor to MCH are accurate and do not infringe upon any third-party rights, particularly copyright, personality, trademark, or design rights, and do not violate competition law or other legal regulations.

The exhibitor is allowed to capture recordings (e.g., sound, film, photography) of their booth, products, and services, and use and disseminate them for their own commercial purposes. However, the exhibitor is required to respect the rights of any persons depicted or heard in the recordings and obtain all necessary permissions in writing. Capturing recordings of other exhibitors and visitors, other booths, other products and services, and the exhibition itself for commercial purposes is only allowed with the prior written consent of MCH. MCH can attach conditions to this consent (e.g., consent from affected individuals, payment of a fee, engagement of the official photography partner, etc.).

The exhibitor grants MCH permission to capture recordings (e.g., sound, film, photography) of their booth, products, and services for MCH's own commercial and non-commercial purposes, to use and distribute them (e.g., promoting the exhibition through digital media, catalogs, archival collections, etc.). MCH respects the rights of individuals depicted or heard and obtains their consent.

## **14 Liability and Insurance**

### **14.1 Exhibitor's Liability and Insurance**

The exhibitor is liable to MCH for any damage caused intentionally or negligently by the exhibitor, one of their co-exhibitors, or any other agents acting on their behalf. Liability encompasses any degree of fault, including even slight negligence. Any actions and omissions of their co-exhibitors and other agents are attributed to the exhibitor as if they were their own.

The exhibitor shall fully indemnify MCH from any claims immediately that a third party (e.g., a visitor) may raise against MCH due to an action or omission of the exhibitor, one of their co-exhibitors, or any other agents acting on their behalf. MCH shall promptly notify the exhibitor in writing of any claims raised by a third party against MCH.

The exhibitor is responsible for ensuring that their products, materials, tools, and other items, as well as those of their co-exhibitors, employees, and third parties they engage, are protected against unauthorized access by third parties (e.g., theft) and shall take all reasonable measures to safeguard them from damage, destruction, and loss.

The exhibitor is obliged, at their own expense, to maintain liability insurance covering personal injury, property damage, and pure financial losses, with sufficient coverage throughout the entire duration of the contract. Additionally, the exhibitor is personally responsible for ensuring that their business, property (e.g., goods), and employees are adequately insured during the execution of their activities, their presence on the exhibition premises, and/or during the transport of goods and individuals, particularly against risks such as business interruption, property damage, destruction, theft, accidents, etc. MCH can request the exhibitor to provide the corresponding insurance certificates at any time.

In the event of a damaging incident (e.g., personal injury, property damage), the exhibitor is obligated to immediately inform MCH. MCH and the exhibitor shall jointly document the details of the damage and sign the report. A copy of the signed damage report shall be given to the exhibitor, while MCH retains the original. Any damages caused by the exhibitor, their employees, or third parties engaged by them will be promptly remedied by MCH or its designated third parties, with the exhibitor being kept informed, and the costs borne by the exhibitor.

#### 14.2 Liability of MCH

MCH is only liable to the exhibitor for direct damages caused directly by MCH through gross negligence or willful misconduct if liability has not been excluded. MCH's liability for slight negligence, as well as for consequential and indirect damages (such as lost profits), is expressly waived. Any actions and omissions of its agents will be attributed to MCH as if they were its own. MCH does not assume any duty of care for the products, materials, tools, and other items of the exhibitor, their co-exhibitors, employees, and third parties engaged by them.

#### 15 Duty of Care and Consideration

Exhibitor must consider the interests of MCH and third parties (e.g., other exhibitors, visitors) and ensure that their own actions or omissions, as well as those of their co-exhibitors and other agents, do not threaten or cause harm to these interests.

#### 16 Payment Terms

##### 16.1 Prices

All prices are listed in the registration form and on the exhibition's website and are exclusive of the legally applicable Swiss value-added tax. Depending on the exhibition, MCH may offer one or more participation packages additionally or alternatively. The specific scope of services of a participation package is outlined in the brochure or on the exhibition's website. If the exhibitor does not utilize all services of a participation package, this does not entitle them to request a price reduction or partial refund. Similarly, the exhibitor cannot modify the scope of services of the participation package or exchange individual services for others.

##### 16.2 Advance Invoice and Prepayments (Deposit)

Upon confirmation of booking, the exhibitor will receive an advance invoice for the ordered and confirmed services. The amount indicated on the advance invoice is due for payment within the specified payment term without any discount. Should the exhibitor fail to settle the invoiced amount within the payment term, their conduct will be construed as implicit withdrawal upon the expiration of the deadline specified in the second and final reminder, and the provisions concerning withdrawal as stipulated in Clause 17 of this exhibitor's regulation will apply. MCH may then freely allocate the exhibition space that becomes available. Claims for damages by MCH are reserved.

##### 16.3 Final Invoice

The exhibitor will receive the final invoice from MCH no earlier than 20 days after the official conclusion of the exhibition. This invoice will itemize all services provided by MCH and/or an official partner to the exhibitor. The final invoice must be paid by the exhibitor within 30 calendar days of receiving the invoice, without any discount. Advance payments and other prepayments will be taken into account in the final invoice. The exhibitor may raise objections within 14 calendar days of receiving the final invoice. Any objections must be submitted in writing (letter, email) and substantiated. If the exhibitor does not raise any objections, the final invoice will be deemed accepted by them.

##### 16.4 Electronic Invoice Delivery

If the exhibitor has chosen electronic invoice delivery during registration, the invoices addressed to them will be sent via email with a PDF attachment in an unencrypted format to the email address provided by the exhibitor during registration. The invoice is considered received when the email enters the domain of the designated recipient's email

account with the Internet provider. The exhibitor is responsible for regularly checking their email inbox and ensuring that MCH's emails are consistently received.

#### 17 Resignation

If the exhibitor withdraws, either (i) after submitting a binding registration or (ii) after receiving the booking confirmation and concluding the exhibitor contract, either completely or partially, they are obligated to pay a flat-rate compensation ("Compensation Amount") to MCH.

The exhibitor acknowledges and accepts that MCH incurs damages due to the exhibitor's withdrawal, which cannot be precisely quantified. For this reason, the Compensation Amount is considered a valid estimate of the damages the exhibitor owes to MCH as a result of their withdrawal and is not intended as a contractual penalty. By paying the Compensation Amount, the exhibitor is released from all obligations as an exhibitor from the date of receipt of their withdrawal. MCH may offset the Compensation Amount against any advance invoices and other prepayments already paid by the exhibitor. If the difference between the Compensation Amount and the paid advance invoice is in favor of the exhibitor, MCH will transfer this difference to the exhibitor. The Compensation Amount is in addition to and not in lieu of other rights that MCH is entitled to under the law (e.g., damages) in case MCH can demonstrate a greater damage incurred. Consequently, claims for damages by MCH are expressly reserved. The amount of the Compensation Amount is determined by (i) the timing of the exhibitor's written declaration reaching MCH, indicating their intention to withdraw from their registration or exhibitor contract either completely or partially and (ii) the net amount (excluding ancillary costs, taxes, etc.) that would have been payable for all services ordered in the registration or confirmed in the booking confirmation or exhibitor contract for which the withdrawal is made.

Date of Receipt of the Notification by MCH before the Official Opening Date of the Exhibition	Compensation in % of the Net Fee of the ordered*) or agreed Exhibition Space
≥ 180 days	30 %
< 180 days, but ≥ 120 days	50 %
< 120 days	100 %

\*) in the case of withdrawal before the exhibitor receives the booth confirmation

If a co-exhibitor withdraws in whole or in part, this Clause 17 shall apply accordingly. The main exhibitor must promptly inform MCH about the withdrawal of a co-exhibitor in writing (letter, email). MCH will invoice the co-exhibitor fee to the main exhibitor according to the table above; further invoicing to the co-exhibitor is the responsibility of the main exhibitor. The compensation amount is determined by the time when the main exhibitor informs MCH about the withdrawal of a co-exhibitor.

If the exhibitor does not occupy their exhibition space up to two days before the official start of the exhibition, their conduct shall be considered an implied withdrawal, and the provisions regarding withdrawal under this Clause 17 shall apply. MCH may freely allocate the vacated exhibition space without the exhibitor being entitled to any claims (e.g., reduction of compensation).

#### 18 Reservations

MCH explicitly reserves the right to adjust the exhibition, its duration, and its offerings before and during its execution, as well as to take any other measures concerning the exhibition. This includes but is not limited to changing opening hours, relocating the exhibition venue, temporarily closing the exhibition, shortening its duration, ending the exhibition prematurely, rescheduling the exhibition, or cancelling it altogether.



### **18.1 Cancellation or Adjustment of an Exhibition for Material Reasons**

If MCH cancels the exhibition before its official opening day for material reasons (as defined herein), the exhibitor is obligated to contribute to the costs incurred by MCH up to the point of cancellation. The exhibitor's contribution amounts to 25% of the net fee (excluding incidental costs, taxes, etc.) for all services ordered or confirmed in the booking confirmation or exhibitor contract. MCH may retain the contribution from the exhibitor (especially if the exhibitor has already paid advance invoices) or request payment from the exhibitor, or a combination of both. Both MCH and the exhibitor are released from their contractual obligations from the time of cancellation; any claims by the exhibitor against MCH, including but not limited to claims for damages and reimbursement of expenses (e.g., booth construction services, hotel accommodations, travel expenses, etc.) made in connection with the exhibitor's participation in the exhibition are excluded.

If the exhibition is postponed for material reasons (as defined herein), relocated, or significantly adjusted in any other way (e.g., reducing the number of exhibition days, significantly changing the exhibition's opening hours, etc.) before its official opening day, MCH shall inform the exhibitor of such changes and their impacts. In this case, the exhibitor contract continues with the changes communicated by MCH and their effects on the exhibitor contract, unless the exhibitor raises a written objection with MCH within 14 calendar days after receiving the notification; the point of objection reception by MCH determines the validity of the timeline. If the exhibitor timely objects within the specified deadline, the exhibitor remains obligated to pay a contribution to cover MCH's pre-event costs related to the exhibition, amounting to 25% of the net fee (excluding incidental costs, taxes, etc.) for all services ordered or confirmed in the registration. MCH may retain the corresponding amount (especially if the exhibitor has already paid advance invoices) or request payment from the exhibitor, or a combination of both. From the moment MCH receives the exhibitor's objection, MCH is released from its contractual obligations. Any claims by the exhibitor against MCH, including but not limited to claims for damages and reimbursement of expenses (e.g., booth construction services, hotel accommodations, travel expenses, etc.) made in connection with the exhibitor's participation in the exhibition are excluded.

A "Material Reason" exists when (i) there are sufficient factual indications that the planned execution of the exhibition can lead to a specific risk to life, limb, or assets of substantial value; or (ii) official orders or recommendations or other circumstances beyond MCH's control (e.g., force majeure as defined herein) make the smooth execution of the exhibition impossible, considerably impede a party's ability to perform its obligations, or endanger or compromise the exhibition's purpose (for exhibitors, visitors, or MCH) with significant restrictions.

For the purposes of this exhibitor regulation, the term "Force Majeure" particularly, but not exclusively, refers to flooding or undermining, riots, uprising, fire or accidents, civil unrest, explosions, bomb threats, or similar disruptions, earthquakes, tropical storms, hurricanes, or other weather disruptions, strikes, warfare or acts of war, force majeure, acts of terrorism or terrorist threats, nuclear reactions, radioactive contamination, accidents, quarantines, travel bans or blockades, epidemics, pandemics or disease outbreaks (including but not limited to the Zika virus and the COVID-19 virus), other health impairments, laws, regulations, and rules of a governmental or quasi-governmental institution, incidents leading to a state of emergency at a national, cantonal, or municipal level affecting a party's ability to perform its obligations, or any other violence or cause enumerated here that is beyond the reasonable control of the party invoking the protection of this Clause 18.1.

If an event of Force Majeure occurs, the party whose performance is impeded or significantly delayed or impaired due to such a state of Force Majeure must promptly notify the other party, and the protection under this Clause 18.1 commences only upon receipt of such notification. MCH and the exhibitor agree and acknowledge that entering into the exhibitor contract during an event of Force Majeure, or when an event of

Force Majeure is foreseeable, does not constitute a waiver of the right of either party to subsequently invoke an event of Force Majeure based on substantially similar or different reasons and causes.

### **18.2 Cancellation of an Exhibition for Other Reasons**

MCH may cancel an exhibition for reasons other than those mentioned in Clause 18.1, particularly but not limited to cases where the economic viability of the exhibition cannot be achieved, the number of exhibitor registrations suggests that the desired industry overview is not guaranteed, or the number of exhibitors is insufficient (hereinafter referred to as "Cancellation for Other Reasons"). MCH, at its own discretion, decides whether to cancel an exhibition for other reasons. MCH and the exhibitor are released from their respective contractual obligations upon cancellation. MCH undertakes to refund any payments made by the exhibitor to MCH, provided that MCH has not yet provided the corresponding services to the exhibitor at the time of cancellation. Any claims by the exhibitor against MCH, including but not limited to claims for performance, damages, and reimbursement of expenses (e.g., booth construction services, hotel accommodations, travel expenses, etc.) made in connection with the exhibitor's participation in the exhibition are excluded.

## **19 Exclusion of Exhibitors**

MCH may, after prior written warning, immediately exclude an exhibitor from participating in an exhibition if the exhibitor (i) breaches their contractual obligations, especially those under the exhibitor contract or this exhibitor regulation; or (ii) fails to comply with legal provisions; or (iii) disregards official orders; or (iv) their personnel give rise to complaints (e.g., noise disturbance, etc.). In case of exclusion, MCH is entitled to immediately close the exhibitor's booth and demand the immediate dismantling of the booth and the clearing of the exhibition area. If the exhibitor defaults, MCH is entitled to carry out the dismantling of the booth and/or the clearing of the exhibition area at the exhibitor's expense. MCH promptly prepares the final invoice and sends it to the exhibitor for payment. The excluded exhibitor is liable for the full amount of the agreed services. No claims for damages or reimbursement of expenses by the excluded exhibitor against MCH shall arise.

## **20 General Provisions**

In addition to this exhibitor regulation, the operational regulations and booth construction and design guidelines of MCH are integral parts of the exhibitor contract. In case of discrepancies, the following hierarchy applies: (1) The provisions of the exhibitor contract prevail over those of the exhibitor regulation, operational regulations, and booth construction and design guidelines; (2) the provisions of the exhibitor regulation prevail over those of the operational regulations and booth construction and design guidelines; (3) the provisions of the operational regulations prevail over those of the booth construction and design guidelines. This exhibitor regulation is available in German, French, and English versions. In case of disputes or disagreements between MCH and the exhibitor, the German version alone shall be authoritative. If any provision is ineffective or invalid, this does not affect the effectiveness or validity of the remaining provisions. Deviations from this exhibitor regulation require written form to be valid. The complete or partial transfer of the exhibitor contract to another legal or natural person than the registered exhibitor, as well as the assignment of claims or other rights from the exhibitor contract, is only permissible with the prior written consent of MCH.

## **21 Applicable Law, Jurisdiction, and Place of Performance**

**The exhibitor contract and this exhibitor regulation are exclusively subject to substantive Swiss law, excluding its provisions on conflict of laws and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of performance and the place of jurisdiction is Zurich, Switzerland.**

**MCH may also assert its claims in the court of the exhibitor's registered address.**

### **Data Protection Notes**

The valid data protection notes of the MCH Group, with more information on the processing of personal data in accordance with data protection legislation, including processing for advertising purposes and transmission to subsidiaries as well as official partners of MCH, and the rights of the exhibitor, can be found at the following link: <https://www.mch-group.com/en/dataprotection/>

(As of June 2023)

### **MCH Messe Schweiz (Zürich) AG**

Wallisellenstrasse 49 | 8050 Zürich | Schweiz