General Terms and Conditions of Easyfairs® Switzerland GmbH

(hereinafter: "Easyfairs")

1. General

- 1.1 The following General Terms and Conditions shall apply to the contractual relationship and all obligations between Easyfairs, on the one hand, and the Exhibitor, on the other hand, with regard to the request to participate, admission, and the participation in the exhibition itself, including the rental of exhibition space and the related provision of other services (such as stand construction, sponsoring, and promotional opportunities) by Easyfairs to Exhibitors.
- 1.2 The Exhibitor expressly waives the applicability of its own general terms and conditions, even if these were drawn up later than these General Terms and Conditions.
- 1.3. Any deviation from these General Terms and Conditions shall only be valid if it has been expressly approved by Easyfairs in advance. This provision can only be invoked by Easyfairs.
- 1.4 By submitting the request to participate, the Exhibitor expressly declares that all obligations between itself and Easyfairs in relation to the exhibition are subject to these General Terms and Conditions.
- 1.5 Easyfairs reserves the right to amend these General Terms and Conditions at any time. Easyfairs will endeavour to notify the exhibitor concerned of any changes to these General Terms and Conditions. However, the version at the time of the request to participate is decisive.

2. Request to participate

- 2.1 The application shall be deemed to be a request to participate. The request to participate must be submitted in due time by completing the form that has been sent to you or that can be downloaded from www.easyfairs.com/schweiz and sending it to Easyfairs Switzerland GmbH, St. Jakobs Strasse 170a, 4132 Muttenz, Switzerland, or by means of the online registration form available at www.easyfairs.com/schweiz. Any other services required should be ordered when registering. These must adhere to the specifications of any technical guidelines issued by Easyfairs.
- 2.2 Any subsequent amendment or revocation of the request to participate shall be classified as meaning the Exhibitor is withdrawing and shall be subject to

- the provisions of Item 6 of these General Terms and Conditions.
- 2.3 The request to participate shall be deemed to be a binding and irrevocable offer in the legal sense under the conditions set out in these General Terms and Conditions and the Tariff Conditions and the conditions set out in the request to participate.
- 2.4 However, the request to participate does not constitute a legal claim to admission. The request to participate or the offer remains binding until the decision on admission or non-admission. The request to participate must not contain any conditions or ancillary items not provided for on the form. If such are nevertheless attached, they shall be deemed to be subjectively immaterial contractual points.
- 2.5 Together with the request to participate, the Exhibitor shall submit a list of the intended exhibits and presentations of products and services. These must be related to the actual or potential techniques and/or services of the particular industry segment for which the fair is being held. The exhibits must be described in detail, including weight and height in the case of plant and machinery. At the request of Easyfairs, brochures and production descriptions shall be submitted.
- 2.6 By submitting the request to participate, the Exhibitor acknowledges that the minimum size of a stand is 6 m2, that each square metre or part thereof will be charged in full, that all non-rectangular surfaces will be included with rectangular additions, and that projections, pillars, columns and areas for installation connections will also be charged.
- 2.7 The exhibitor explicitly understands and agrees that the personal data notified with the registration will be stored, processed, or passed on including using automatic data processing systems in accordance with DSG (Swiss Data Protection Act), provided this is necessary solely for business purposes. Further information in this regard can be found in the Easyfairs Privacy Policy on the website.

3. Approval

- 3.1 Easyfairs decides freely and finally on the admission of exhibitors. The Exhibitor may be consulted in advance. There is no legal right to be consulted.
- 3.2 As a matter of principle, only manufacturers, dealers, entrepreneurs engaged in trade and commerce, publishers, associations, universities and

organisations engaged in research may be considered as exhibitors.

3.3 Admission entitles the Exhibitor only to present those products and services which it has named in the application. Requests for particular spaces will be considered whenever possible.

However, there is no entitlement to a specific exhibition space, even if it has been occupied by the same exhibitor in previous years. No exclusion of competition is granted. Each exhibitor receives a certain number of free exhibitor passes per stand.

- 3.4 Admission as an Exhibitor with the exhibition goods and the intended technical presentations and service presentations shall be confirmed in writing by Easyfairs and shall only be valid for the Exhibitor named therein.
- 3.5 The exhibition contract and the agreement on further services between Easyfairs and the Exhibitor shall be legally binding once the admission has been sent.
- 3.6 The agreement of further services is only possible in connection with the conclusion of the exhibition contract. If the content of the stand confirmation differs from the content of the Exhibitor's application, the contract shall be concluded in accordance with the stand confirmation, unless the Exhibitor objects within two weeks.
- 3.7 Easyfairs shall be entitled to revoke the approval granted if it was granted on the basis of false prerequisites or information, or if the prerequisites for approval subsequently cease to apply.
- 3.8 Easyfairs reserves the right, if circumstances make it absolutely necessary, to subsequently assign the Exhibitor a different stand location in deviation from the admission and taking into account the reasonableness for the Exhibitor provided that the reasons are explained. Easyfairs reserves the right to relocate entrances and exits to the exhibition grounds and halls as well as routes through the exhibition grounds and halls.

4. Terms of payment

- 4.1 The participation invoice will be sent to the Exhibitor after admission and space allocation.
- 4.2 If an application is submitted more than 12 months before the start of the fair, 20% of the exhibitor fees must be paid upon signing and a further 30% 12 months before the start of the fair (expiry

- date). The remaining 50% must be paid 3 months before the start of the trade fair (expiry date). If the application is made less than 12 months before the start of the fair, 50% of the exhibitor fees must be paid at the time of signing (expiry date) and the remaining 50% 3 months before the start of the fair (expiry date).
- 4.3 Without prejudice to the provisions of section 6 of these General Terms and Conditions, these amounts shall continue to be due even if the Exhibitor subsequently cancels its participation for any reason whatsoever or if the Exhibitor decides to reduce the space it initially requested.
- 4.4 Separate invoices shall be issued for other services or deliveries which are ordered separately at a later date. These are to be paid within 14 days after receipt of the invoice (expiry date). If such services are ordered less than 90 days prior to the start of the trade fair, the invoice must be paid no later than 3 days after receipt (expiry date).
- 4.5 Easyfairs shall be entitled not to provide or to suspend all services until proof of payment has been provided.
- 4.6 The fees for services are included on the respective order forms. All agreed payment dates are expiry dates, i.e. the Exhibitor shall be in default with outstanding payments after these dates without further ado.
- 4.7 In the event of default, Easyfairs shall be entitled to charge interest on arrears of 8% and to charge a reminder fee of CHF 40.00 for each reminder due to late payment. If the Exhibitor defaults on all or part of the debt, Easyfairs may, without prejudice to its legal right of choice, withdraw from the contract after a grace period of 8 days and freely dispose of the space of the Exhibitor concerned. Any claims for damages by Easyfairs shall remain reserved. Irrespective of any withdrawal, Easyfairs may prohibit an exhibitor from entering the exhibition grounds if the latter has not settled all outstanding accounts.
- 4.8 All items of the Exhibitor handed over to Easyfairs shall be liable to Easyfairs as a pledge (right of retention) for the respective balance arising from all business transactions with the Exhibitor. After the unused expiry of a reasonable period of grace, which shall be combined with a threat of realisation, Easyfairs shall be entitled to realise the items in question by private contract without any further formalities.
- 4.9 Payments with cheques are not accepted.

4.10 The Exhibitor is not entitled to offset its claims against claims of Easyfairs. The assertion of a right of retention to objects of Easyfairs by the Exhibitor is excluded.

5. Co-exhibitors

- 5.1 Co-exhibitors are third parties who appear or appear as persons, companies or organisations in any form at the Exhibitor's stand, be it through addresses, brochures, products, personal presence or similar. They are also considered co-exhibitors if they have close economic or organisational ties to the main exhibitor.
- 5.2 Specialist personnel from third-party companies who are required to demonstrate an exhibitor's range of goods shall not be deemed to be co-exhibitors. However, these personnel may not carry out any other activity at the fair. Co-exhibitors must register separately and require the express approval of Easyfairs. If an Exhibitor tolerates the presence of a co-exhibitor on its stand without this co-exhibitor being admitted, this shall be deemed to be a breach of contractual obligations within the meaning of Item 8
- 5.3 The co-exhibitor shall pay co-exhibitor fees as stated on the application. In addition, the debtor of the co-exhibitor fee is always the main exhibitor of the stand (joint and several debt).

6. Resignation

- 6.1 Withdrawal from or a reduction in the size of the stand by the exhibitor is no longer possible after approval, unless this is due to gross negligence or intent on the part of Easyfairs. The Exhibitor shall notify Easyfairs of its withdrawal by registered letter. Withdrawal shall be deemed to be withdrawal from participation in the trade fair, or any reduction in the space initially requested in the Exhibitor's request to participate and the waiver of additional services ordered.
- 6.2 If, after admission, the Exhibitor renounces its participation or additional services ordered, or requests a reduction in the space asked for in the request to participate, it shall nevertheless remain liable for the total exhibitor fees.
- 6.3 Any postponement of the trade fair by Easyfairs in terms of location and/or time shall not entitle the Exhibitor to withdraw from the contract, subject to the following provisions in sections 7.1 and 7.2.

- 6.3 In the event of non-participation of a coexhibitor, the co-exhibitor fees shall be paid in full. Withdrawal and non-participation by the main exhibitor will automatically lead to the exclusion and revocation of the co-exhibitor's admission.
- 6.4 If the Exhibitor withdraws more than 6

months before the start of the fair, the Exhibitor shall owe only 50% of the Exhibitor's fee.

- 6.5 In both cases, the amount owed shall be deemed to be a lump sum for damages and the right to claim higher actual damages shall be reserved.
- 6.6 Easyfairs shall endeavour to find another use for the space that has become available. In any case, the Exhibitor shall owe compensation for turnover of at least CHF 5,000 or the difference between the proceeds obtained elsewhere and the aforementioned lump-sum compensation, if the latter amounts to more than CHF 5,000. Any balance of the down payment remaining after offsetting any counterclaims will be refunded to the Exhibitor.

7. Changes to the event time and/or location or complete or partial cancellation of the event

- 7.1 In the event of a change in the venue of the exhibition to within a radius of 70 km from the original venue, this shall not entitle the Exhibitor to cancel its participation in the exhibition. In the event of a change of location by more than 100 km as the crow flies, the Exhibitor must give notice of its withdrawal within 15 days in compliance with the conditions set out in section 6.1, otherwise it shall be assumed that the Exhibitor has agreed to the new location.
- 7.2 Any change of the date of the exhibition to a date within 30 days before or after the original date shall not entitle the Exhibitor to cancel its participation in the exhibition. In the event of a postponement of more than 30 days, notice of withdrawal must be given within 15 days, otherwise it must be assumed that the Exhibitor agrees to the new date.
- 7.3 If, due to circumstances for which Easyfairs is not responsible, or which are beyond the reasonable control of Easyfairs but which do not fall under the category of force majeure as defined in clause 24, the exhibition cannot take place in whole or in part at the designated venue or at the designated time, Easyfairs shall be entitled to cancel the exhibition, to relocate it in whole or in part, or to postpone it to another date, or to restrict the duration of the exhibition and/or the set-up and dismantling times,

and in this regard to grant compensation to the Exhibitor at Easyfairs' own discretion, but without Easyfairs being obliged to pay any kind of compensation. If Easyfairs grants compensation, this will be in proportion to the balance of all registration fees received by Easyfairs in relation to the exhibition and which, according to Easyfairs, remain within the scope of the exhibition after deduction of the costs borne by Easyfairs and its reasonable compensation, and will under no circumstances exceed the amount paid by the Exhibitor. The Exhibitor hereby acknowledges that in such a situation it shall not be entitled to any refund, compensation or expenses.

7.4 In the event that Easyfairs decides not to organise the exhibition, for whatever reason (including business reasons), but not due to the reasons set forth in paragraph 7.3, and due to force majeure affecting it pursuant to paragraph 24, Easyfairs shall owe the Exhibitor only the repayment of advances and invoices already paid, without the Exhibitor being entitled to claim any compensation (whether for any damage or for any other reason).

8. Cancellation

- 8.1 Easyfairs shall be entitled to terminate any Exhibitor Contract without notice and without prejudice to its claim for damages if the Exhibitor seriously breaches contractual obligations. Serious violations include, but are not limited to, failure to pay outstanding amounts on time, failure to comply with technical regulations, failure to comply with the house rules, the inclusion of unauthorised coexhibitors and the display, presentation or advertising of unauthorised products.
- 8.2 Easyfairs may, at its own discretion, also set a deadline for rectification and only then give notice of termination.
- 8.3 The right to terminate the contract shall also apply if the preconditions for the conclusion of the contract are not or are no longer fulfilled by the Exhibitor, in particular if the Exhibitor has changed its manufacturing programme, its products or its business activities in such a way that they can no longer be allocated to the trade fair for which it has rented stand space. The same shall apply if the financial circumstances of the Exhibitor have changed in such a way that the claims of Easyfairs appear to be at risk. This applies, for example, but not exclusively, if the issuer suspends payments, if bankruptcy or inheritance proceedings are instituted against the issuer or if the issuer is in liquidation.

- 8.4 If Easyfairs gives notice of termination more than six months before the start of the exhibition, the Exhibitor shall owe only 50% of the Exhibitor's fee.
- 8.5 In both cases, the amount owed shall be deemed to be a lump sum for damages and the right to claim higher actual damages shall be reserved.
- 8.6 Easyfairs shall endeavour to find another use for the space that has become available. In any case, the Exhibitor shall owe compensation for turnover of at least CHF 5,000 or the difference between the proceeds obtained elsewhere and the aforementioned lump-sum compensation, if the latter amounts to more than CHF 5,000. Any balance of the down payment remaining after offsetting any counterclaims will be refunded to the Exhibitor.

9. Exhibits, sales regulation

9.1 Exhibits:

Goods or services not listed in the approval must not be exhibited, offered or advertised. Non-approved goods can be removed by Easyfairs at the Exhibitor's expense. The operation and demonstration of the exhibits are only permitted within the scope of the approved standards. Exhibitors who violate the provisions of this section may be refused admission to the exhibition grounds. Hand selling is prohibited during the fair.

9.2 Advertising on the exhibition grounds:

Exhibits, printed matter and other advertising materials may only be displayed or distributed within the rented stand, not elsewhere on the exhibition grounds. All advertising measures must relate to products or services approved for the trade fair and must not be contrary to law or morality.

The dissemination of political, religious or ideological opinions is prohibited. If these rules are violated, Easyfairs is entitled to seize such materials for the duration of the event.

9.3 Information to customers:

The indication of prices, discounts, premiums and other information must comply with the relevant laws, in particular the provisions of the Federal Act on Consumer Information of 5 October 1990, the Federal Act against Unfair Competition of 19 December 1986 and the Ordinance on the Indication of Prices of 11 December 1978.

9.4 Sales behaviour:

Intrusive or aggressive sales behaviour is prohibited, in particular the following: Calling and addressing visitors in the aisles, drawing visitors into the stand, obtrusively placing drinks and food for tasting in the aisles, placing stand material (tables, chairs, counters, bar stools, etc.) outside the boundaries of one's own stand, exerting pressure on visitors to make purchases.

In the event of infringement, Easyfairs may demand a penalty of CHF 5,000 from an exhibitor who has already been warned in writing.

9.5 <u>Competitions:</u>

The holding of competitions is only permitted within the Exhibitor's stand and requires the written consent of the exhibition management. Neighbouring exhibitors must not be disturbed by this. Lotteries in accordance with the Swiss Federal Law on Lotteries and Commercial Betting of 8 June 1923 are prohibited.

A lottery is defined as any event in which a pecuniary advantage is offered in the form of a prize in return for the payment of a stake or the conclusion of a legal transaction, the acquisition, size or nature of which is decided according to plan by the drawing of lots or numbers or by a similar random means.

10. Warranty

10.1 The Exhibitor is obligated to immediately notify Easyfairs in writing of any defects in the condition of the stand space, the objects or equipment provided, or the other services rendered, otherwise the service shall be deemed to have been approved.

10.2 The Exhibitor shall only be entitled to claims if Easyfairs has failed to remedy the situation within a reasonable period of time, or if remedy is not possible or has been refused (right to remedy).

10.3 All claims of the Exhibitor arising from the warranty are excluded. The Exhibitor shall only have the right to rectification of defects and, if this is not successful, the right to a reasonable reduction of the price (right of reduction). Further claims for damages are excluded.

11. Liability

11.1 The liability of Easyfairs for direct and indirect damages as well as consequential damages incurred by the Exhibitor in connection with the organisation and implementation of an event shall be excluded to the extent permitted by law. In particular, Easyfairs

shall not be liable for damages or consequential damages caused by event cancellations, interruptions or inadequate organisation.

11.2 Claims for damages by the Exhibitor against Easyfairs, irrespective of the legal grounds (including but not limited to business interruption damage, consequential damage, loss of profit or damage or loss in the event of theft of the stand or stand space and/or the exhibited products, objects, works and equipment or any other of the Exhibitor's goods or goods belonging personally to the Exhibitor or to one of its employees or staff or of trade fair participants) shall be excluded, unless the damage incurred was caused by a grossly negligent or intentional act on the part of Easyfairs.

11.3 The liability of Easyfairs for auxiliary persons is completely excluded. Easyfairs also accepts no liability for damage caused in the event that the owner of the premises, for whatever reason, arranges for changes to be made which result in the Exhibitor being adversely affected.

11.4 Easyfairs does not assume any duty of care for the exhibition goods and the stand equipment and, subject to Art. 100 and Art. 101 Para. 2 of the Swiss Code of Obligations (OR), excludes any liability for damage and loss, both for the time during which the goods are on the exhibition site and during transport to and from the exhibition site.

12. Insurance

Insurance is the sole responsibility of the Exhibitor. Exhibitors are hereby expressly advised of their own insurance options and are recommended to take out All Risks insurance for the duration of the insurance as well as for delivery and removal.

13. Limitation

If a claim of the Exhibitor is not based on the third title of the OR, these claims become time-barred in six months. Claims based on the third title of the OR become time-barred according to Art. 129 OR.

14. Obligation to operate the exhibition stands, right of access

During the opening hours of the event, the stand must be staffed with sufficient information personnel and kept accessible to visitors. Outside the daily opening hours of the trade fair, stands belonging to other exhibitors may not be entered without the permission of the stand owner.

15. Construction and design of the stands

- 15.1 Easyfairs lays down guidelines for construction and stand design, and these contain binding requirements. They are made available to exhibitors in the "Technical Guidelines in My Easyfairs".
- 15.2 The Technical Guidelines for Exhibitors and Stand Constructors are an integral part of the contract. Subsequent changes are reserved and will then be binding for the event.
- 15.3 The relevant statutory provisions and administrative regulations are binding on the Exhibitor and its contractors. The logistics agents designated by Easyfairs are exclusively responsible for the logistics within the exhibition grounds, i.e. unloading, including the provision of technical equipment, and transport to the stand as well as customs clearance for temporary or definitive import.

16. Technical services

- 16.1 Easyfairs shall provide general heating, cooling and lighting of the halls at its own expense. The costs for the installation of water, electrical, compressed air and telecommunication connections for the individual stands as well as the costs of consumption and all other services will be charged separately to the Exhibitor.
- 16.2 Installations may only be carried out by the company appointed by Easyfairs. Within the stand, installations can also be carried out by other specialist companies, which must be named to Easyfairs on request.
- 16.3 Easyfairs shall be entitled, but not obliged, to inspect the installations. The Exhibitor is liable for any damage caused by the installations. Connections, machines and equipment that are not approved, do not comply with the relevant regulations or whose consumption is higher than reported may be removed at the Exhibitor's expense.

17. Acceptance and return of the stand area

17.1 At the time of acceptance, the Exhibitor must check the condition of the stand area and report any defects to the exhibition management before the

exhibition opens. If the Exhibitor fails to do so, the stand area shall be deemed to have been accepted.

17.2 After dismantling the stand, the Operations Manager shall, at the Exhibitor's request, remove the cleared stand area and draw up a corresponding report.

18. Additional orders

- 18.1 All additional items are to be ordered via the online tool "My Easyfairs". Orders by telephone, fax or e-mail cannot be considered.
- 18.2 Cancellation of additional material already ordered is possible up to the order deadline for the trade fair, with 50% of the full price being charged as compensation. After the order deadline of the fair, the full price will be charged.
- 18.3 Complaints must be reported before the opening of the first day of the fair so that a solution can be found as quickly as possible. Subsequent complaints cannot be considered or credited.

19. Final invoice

- 19.2 The Exhibitor shall be sent a final invoice for the additional services provided after the exhibition, which shall be paid net and without discount within ten days of the invoice date.
- 19.3 Complaints must be submitted to the Operations Department in writing, stating the reasons, otherwise the final invoice will be deemed to have been accepted.

20. Swiss value added tax

With few exceptions, Easyfairs' services are subject to Swiss value-added tax. Services provided to exhibitors domiciled outside Switzerland are also subject to value-added tax because the place where the service is provided (Switzerland) is decisive. However, under certain conditions, exhibitors can apply for a refund of these taxes. The form will be sent to you by e-mail when the booking is made.

21. Waste disposal, cleaning

21.1 Each Exhibitor must dispose of its waste/residual material on its own responsibility and keep its stand in a clean, presentable condition. The

Technical Guidelines inform the Exhibitor about the waste disposal options on the exhibition grounds.

21.2 Easyfairs will take care of the cleaning of the premises, the halls and the aisles. The floor of the module stands is vacuumed once before the start of the trade fair.

22. Security

- 22.1 Easyfairs shall be responsible for the general security of the exhibition halls and the outdoor area during the exhibition period as well as during the set-up period. Easyfairs is entitled to carry out the measures necessary for control and guarding.
- 22.2 Security of the Exhibitor's property or the stand area allocated to the Exhibitor must be organised by the Exhibitor.
- 22.3 The general guarding provided by Easyfairs does not limit the exclusion of liability pursuant to Clause 11. The Exhibitor is not permitted to hire its own security personnel. If the Exhibitor wishes to have a special guarding service for its stand, it must order this from Easyfairs.

23. Home

- 23.1 Easyfairs, together with the trade fair company, shall exercise domiciliary rights throughout the trade fair grounds for the set-up, running and dismantling periods of the event. The organiser and the trade fair company are entitled to issue instructions.
- 23.2 It is not permitted to bring animals into the exhibition grounds or to take photographs.
- 23.3 Easyfairs is entitled to have photographs, drawings and film recordings made of the exhibition, the exhibition buildings and stands and the exhibited items, and to use them for advertising and press publications, without the Exhibitor being able to object to this for any reason. This also applies to recordings made directly by the press with Easyfair's consent.

24. Force majeure

24.1 If Easyfairs is unable to fulfil its contractual obligations in full or in part due to force majeure, this shall not be deemed a breach of contract.

- 24.2 Force majeure is understood to mean: any unforeseeable and unavoidable event, regardless of the sphere of influence of the parties, which constitutes an insurmountable obstacle in the performance of the parties' obligations. These events may include, but are not limited to, earthquakes, fires, floods, wars, civil wars, revolutions, riots, strikes, government regulations, decisions or other measures, business interruptions, shortages of raw materials, epidemics, pandemics, complete or partial failure of electricity or natural gas, failure of the network, decisions by the owner or operator of the building that would make the use of the stand and/or the organisation of the fair considerably more expensive and/or impossible, and any other cases and situations that would make the use of the stand and/or the organisation of the fair considerably more expensive and/or impossible
- 24.3 With the exception of the obligation to pay the amounts due, the obligations of the parties shall be suspended or limited in the event of force majeure.
- 24.4 In the event of force majeure, Easyfairs shall be entitled to reschedule, postpone, shorten, extend or cancel an event, or to adapt its operation to the circumstances in the best possible way.
- 24.5 In the event of force majeure, Easyfairs declines all liability and the Exhibitor shall not be entitled to withdraw from the contract or to receive a refund of the amounts it has paid or to any kind of compensation from Easyfairs.
- 24.6 If the Exhibitor is unable to participate in the event due to force majeure (e.g. travel restrictions imposed by local authorities), he shall not be entitled to a refund of his deposit, to withdraw from the contract or to claim damages. However, the Organizer is willing to credit the deposit to the participation in the next event.

25. Intellectual property

25.1 Intellectual property rights:

The statutory provisions on the protection of intellectual property rights, in particular patent, trademark, design, copyright and unfair competition rights, must be respected.

Anyone who infringes the industrial property rights of third parties at a trade fair can be held liable under both civil and criminal law. If someone fears that their property rights will be infringed at an exhibition, they can request the competent court to order a precautionary measure prohibiting the

presentation of certain products or services at the exhibition. If the exhibition management already has a legally binding ruling from a Swiss court prohibiting the presentation of certain products or services at the exhibition, they will instruct the exhibitor concerned to remove these products or services from the stand without delay.

If you are unsure, please contact the Swiss Federal Institute of Intellectual Property (Stauffacherstrasse 65, CH-3003 Bern, Tel. +41 31 377 77 77, www.ige.ch).

25.2 Musical performances:

Anyone playing background music at their stand is required to obtain permission from the Swiss Society for the Rights of Authors of Musical Works (SUISA), provided this has been approved by Easyfairs. The use of music must be notified to SUISA at least ten days before the start of the exhibition. Exhibitors shall indemnify Easyfairs against claims by third parties arising from noncompliance with copyright regulations (information and licensing office: SUISA, Bellariastrasse 82, Postfach 782, CH-8038 Zürich, Tel. +41 44 485 66 66, www.suisa.ch).

25.3 <u>Photographs of stands and exhibition goods:</u>

In order to protect the rights of the exhibitors, image and sound recordings of any kind of third-party stands and exhibits at the Easyfairs trade fair may only be made with the consent of the trade fair management. The latter may charge a fee per stand for the permit.

Close-ups require the express permission of the exhibitors and visitors concerned.

In all other respects, however, it is the responsibility of the exhibitors to take the necessary precautions to enforce their rights and to prevent unwanted recordings.

Exhibitors shall indemnify Easyfairs against claims by third parties in the event that unauthorised photographs are taken of stands and exhibits.

25.4 <u>Commercial recordings:</u>

Commercial photography and reproduction of any kind are only permitted with the special permission of the exhibition management. In agreement with the exhibitors, the exhibition management may issue a general ban on photography and reproduction of any kind in certain areas.

25.5 Right of admission of Easyfairs:

Easyfairs is entitled to have image and sound recordings of any kind made of stands and exhibits and to use them for its own purposes or for general advertising, documentation and press purposes. The Exhibitor waives all objections arising from copyright.

25.6 <u>Stand photographs by exhibitors:</u>

Exhibitors who wish to have their own stand taken up by their own staff or by themselves will be issued with a free admission permit on presentation of their exhibitor card. However, this does not imply a general admission permit. It is only valid for your own stand.

26. Final provisions

26.1 All previous agreements and contracts, whether oral or written, shall be deemed null and void and shall be entirely superseded by the provisions of these General Terms and Conditions.

26.2 All agreements, individual approvals and special regulations must be in writing, whereby fax copies or scanned copies of signed documents are sufficient. Insofar as letters of acceptance contain the indication that they have been generated by Easyfairs by electronic means or otherwise automatically, they shall not require any further form.

26.3 The General Terms and Conditions and other written agreements shall remain valid even if individual provisions should prove to be invalid. The provision concerned must then be interpreted in such a way as to achieve, as far as possible, the economic and legal purposes originally intended by it.

26.4 The exclusive place of jurisdiction for disputes regarding any contractual relationship between the Exhibitor and Easyfairs shall be the registered office of Easyfairs Switzerland GmbH. Swiss national law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The German text of the contract shall be binding.

Easyfairs Switzerland GmbH, Reinach BL, as of October 2021