

GENERAL TERMS OF BUSINESS - EASYFAIRS NORDIC AB

In the context of these General Terms of Business the following terms shall have the following meaning:

Organiser: the organiser of the Trade Fair, i.e. EASYFAIRS NORDIC AB, with registered address in Åby Arenaväg 8 A, 431 62 Mölndal, and registered office (Sw. *säte*) in Stockholm, registered at the Swedish Companies Registration Office under company number 556314-1091.

Trade Fair: the Trade Fair organised by the Organiser, as described in the application form to participate.

Exhibitor: any person or organization that applies to participate in the Trade Fair and/or is accepted as a participant by the Organiser in accordance with the provisions of these General Terms of Business.

APPLICABILITY OF THE GENERAL TERMS OF BUSINESS

1. These General Terms of Business are applicable to the contractual relationship and all the obligations between the Organiser, on the one hand, and the Exhibitor, on the other hand, with regard to the application to participate and the participation in the Trade Fair.

2. By submitting an application to participate in the Trade Fair, the Exhibitor expressly declares that all the obligations between him and the Organiser relating to the Trade Fair are governed by the present General Terms of Business, to the exclusion of the Exhibitor's own general terms of business, even if they were drawn up subsequent to these General Terms of Business.

3. In order to be valid, any derogation from these General Terms of Business shall be subject to the Organiser's prior and explicit consent in writing.

APPLICATIONS TO PARTICIPATE, CANCELLATION

4. Applications are registered in the order in which they are received. The Organiser reserves the right to modify the order of priority and the allocation of the space available in order to ensure rational utilisation of the exhibition halls and to ensure as wide representation of the industry as possible.

5. The Organiser considers all applications for participation and is entitled to refuse space allocation at the Trade Fair in the event of finding sufficient cause for such action. Alternatively, to issue special instructions and conditions that the Organiser may find necessary.

6. Transfer of participation to another party is prohibited without permission from the Organiser.

7. Cancellation/withdrawal of the application to participate does not exempt the Exhibitor from the obligation to pay for ordered services and products. Cancellations can only be made within 8 days without penalty. Cancellation fee after this period is:

- a) Where withdrawal is announced six months or more before the opening date of the Trade Fair, a cancellation fee equal to 50 % of the total order value, VAT excluded;
- b) Where withdrawal is announced between six months and three months before the opening date, a cancellation fee equal to 75 % of the total order value, VAT excluded;
- c) Where withdrawal is announced between three months and thirty days before the opening date, a cancellation fee equal to the total order value. VAT included;
- d) Where withdrawal is announced less than thirty days before the Trade Fair's opening date or after the Trade Fair's opening date, a cancellation fee equal to the total order value, VAT included, and, where appropriate, the amount of any other invoices payable to the Organiser, increased by SEK 10,000, plus VAT according to law, by way of compensation for the additional prejudice the Organiser sustained as a result of the belatedness of the withdrawal. No-shows without prior notice of withdrawal from participation in the Trade Fair shall be equated to the latter case.

STANDS AND TRADE FAIR AREA

8. The exhibition halls are available to the Exhibitors from the date indicated by the Organiser. All exhibits must be installed by the evening of the day prior to the opening day. The Exhibitor undertakes to accept any alterations as to location and space, that the circumstances may require. The space allocated to the Exhibitor may not be

exceeded either in height or in any other dimensions without prior consent by the Organiser. Exhibitors must observe the regulations that may be announced by national or local authorities. The Organiser will not be responsible for costs or damages, which may arise in connection herewith.

9. Goods that in the judgement of the Organiser are obviously unsuitable for the Trade Fair, either from a quality or from an aesthetical point of view or otherwise inappropriate, may not be displayed. Should this be noticed, the goods shall immediately be removed after due notice and the Organiser reserves the right to take whatever further steps they find necessary.

10. All goods must be fully licensed (no bootlegs), taxed and legal for sale in the country hosting the event. It is the responsibility of the Exhibitor to read, understand and ensure full compliance with host country laws. The Organiser reserves the right to shut-down any booth that sells illegal or unlicensed goods.

11. No beverages or foodstuff of any kind, either pre-packaged or fresh, can be sold or distributed without express permission given in advance by the Organiser.

12. Only machines, which are silent when working, may be exhibited. Exhibitors are reminded of their obligation in accordance with national work environment act to ensure that equipment exhibited for the purpose of sale or promotion provides adequate protection against danger to health and the risk of accident or injury.

13. All electrical installations must be approved by the Organiser's electrical contractor, who is responsible towards the authorities.

14. The Organiser carries out all cleaning of general character, but each Exhibitor is obliged to keep the space allocated to him clean and tidy.

15. All exhibits must be removed from the exhibition grounds after the closing of the Trade Fair on the date indicated by the Organiser. The Exhibitor will otherwise run the risk of the goods being removed by the Organiser at the Exhibitor's expense. The Stands must not be dismantled earlier than 30 minutes after the closing of the Trade Fair.

16. In case the Organiser should be obliged to pay dues or other charges to the State or local authorities based on an individual exhibitor rent or other fees for participation in the Trade Fair, the Exhibitor accepts to compensate the Organiser fully.

17. The exhibits may not be removed from the position/stand while the Trade Fair is ongoing. Furthermore, goods liable to customs duty may be removed only after examination and with the written permission of the customs authorities. The

Exhibitor must bear the cost of transport, erection and dismantling of tents, pavilions etc. himself, as well as the cost for electrical connections, laying on of water etc. from existing main connections. Transport can be carried out by the Organiser's official freight contractor at list prices.

18. Stand height of 2.5 m is not to be exceeded without previous consent by the Organiser. If stand height over 2,5 m is allowed an extra fee will be charged.

19. It is not allowed to advertise for other exhibitions outside the exhibition center, on the exhibition ground. Posters may be affixed only where indicated by the Organiser.

20. Since the Organiser is politically neutral, the Organiser appeals to Exhibitors to refrain from all kind of political propaganda.

21. The Exhibitor must follow the rules and regulations issued by the Organiser of the Trade Fair.

22. Violation of the above conditions may lead to exclusion from the Trade Fair. In this case, the Exhibitor possesses no right to demand a refund from the Organiser of any sum already paid or ask for damages.

ON-LINE SERVICES AND PRODUCTS

23. If the Organiser has sound reasons to believe that the Exhibitor is engaging in any unlawful or harmful activities via the Organiser's online services or products (e.g. by email or via direct requests for a quotation or in the online trade fair guide), or, in general, uses the Organiser's online services and products in an unauthorised manner (e.g. infringes the intellectual property rights of third parties or engages in unfair commercial practices), the Organiser shall be entitled to take any and all appropriate measures to put an end to this unauthorised use of the online services and products, including denying the Exhibitor access to the Organiser's online services and products with immediate effect and/or to suspend such access, without the Exhibitor being entitled to any compensation on that account whatsoever.

24. In the event of an interruption in the availability of the Organiser's online services and products due to force majeure, other events beyond the Organiser's control, for maintenance reasons or because of a malfunction, the Exhibitor will not be entitled to any compensation. The Organiser undertakes to make every effort to notify the Exhibitor of the interruption within a reasonable period of time and to keep the downtime to a minimum.

25. In the event of a suspension or the discontinuation of the online services and products or a refusal of access to the Exhibitor's online



content, the Exhibitor will be liable for the costs associated with the online services and products ordered and does not entitle the Exhibitor to suspend or terminate its undertakings vis-à-vis the Organiser.

PROCESSING OF PERSONAL DATA

26. The Organiser takes the protection of its clients' privacy very seriously and commits to process the personal data it collects or receives from its exhibitors in accordance with GDPR. For more details concerning our data processing activities, please consult our privacy policy on www.easyfairs.com

27. Within the framework of this agreement, the Organiser will transfer the Exhibitor's personal data to selected third parties in order for the online services and products provided by the Organiser to function correctly.

28. Within the framework of the Trade Fair, it is possible that the Exhibitor will provide the Organiser a list of clients and prospects, whom he wishes to invite or inform of his participation at the Trade Fair. The Organiser will send the invitations or participation offers with regard to the Trade Fair to the concerned persons or companies. The Exhibitor ensures that the contact lists have been drawn up in accordance with the European data protection regulation and that the persons concerned have been informed of the possibility for the Exhibitor's partners to reuse the contact details for marketing purposes, or, if applicable, given a valid consent in accordance with the applicable local laws and regulations at the place of the Trade Fair. The Exhibitor guarantees the Organiser against any recourse by his clients or prospects with regard to the use of their contact details in order to inform them of the show or related events. The Exhibitor will, immediately, inform the Organiser of any possible objection of his clients or prospects to the processing of their contact details by the Organiser.

29. The Organiser reserves the right to conduct audio and/or visual recordings at the Trade Fair which may include stands and exhibitors. The Organiser owns the right to use such material in any way they see fit for media and advertising purposes. The Exhibitor guarantees that it will not in any way refer to copyright to oppose this.

INTELLECTUAL PROPERTY

30. The Exhibitor guarantees that its activities in the context of the Trade Fair do not in any way infringe the rights of third parties, such as intellectual property rights (eg. copyright, trade mark rights, patent rights, design rights) or are in any way unlawful or illegal.

INVOICING AND PAYMENT TERMS

31. Invoicing and payment terms;

- a) Payment terms 30 days net. Upon payment after the due date, a reminder fee of SEK 60.00 will be added or the equivalent in the respective currency.
- b) The first invoice is sent 8 days after ordering.
- c) Annual events are invoiced, 50% on orders, remaining 50% four months before the Trade Fair.
- d) Every two year's events are invoiced, 20% on orders, 30% a year before and the remaining 50% 4 months before the Trade Fair.
- e) Orders placed 4 months or less prior to the Trade Fair and onwards is invoiced 100% immediately.
- f) Participation must be paid in full 3 months prior to the commencement of the Trade Fair.

Objections to the contents of this order confirmation must be made within 8 days of ordering.

INSURANCE

32. The Exhibitor is obliged to adequately insure itself with respect to its participation in the Trade Fair, including any injury the Exhibitor could cause to third parties and/or the property of third parties. In the event of insufficient cover, the Exhibitor shall bear any and all damage that was not covered.

FORCE MAJEURE AND CANCELLED TRADE FAIRS

33. Apart from the obligation to pay the amounts due, the parties' obligations are suspended or limited during periods of force majeure. Force majeure shall be understood to mean: any unforeseeable and unavoidable event beyond the parties' control constituting an insurmountable obstacle that prevents the parties from fulfilling their obligations such as, but not limited to, natural disasters, fire, a shortage of (the necessary) power or natural gas, network breakdowns, strikes, acts of terrorism or a terrorist threat, an epidemic or pandemic, decisions by the owner or operator of the Building that add considerable expense to the use of the premises and/or the organisation of the Trade Fair and/or make it prohibitive and any other events or situations that considerably increase the cost of using the premises and/or organising the Trade Fair and/or make it prohibitive, etcetera.

34. In cases where an event of force majeure leads to the postponement or cancellation of the Trade Fair, all advance invoices shall be regarded as advance invoices for the deferred Trade Fair or the next Trade Fair.

35. In the event of a general travel ban imposed by the authorities, inter alia in response to a pandemic or epidemic, affecting the city or region where the Exhibitor is based and preventing it from travelling to the Trade Fair, the advance invoices issued to the Exhibitor thus far will be regarded as advance



invoices for the next Trade Fair, unless the travel ban is imposed as a result of the Exhibitor having failed to comply with specific conditions imposed by the authorities, in which case the Exhibitor will not be able to invoke an event of force majeure and the advance invoices will continue to apply to the Trade Fair the Exhibitor originally intended to take part in.

36. If the organisation of the Trade Fair were to be hampered because of unforeseeable circumstances beyond the will or reasonable control of the Organiser - other than those referred to in sections 33-35, among which, but not limited to, government measures or a court order, health and/or safety measures (a. o. in the event of a pandemic), any act by the owner or operator of the building in which the Trade Fair takes place, any strike or industrial action affecting staffing levels at the Organiser, to such an extent that it cannot fully, or partly, take place at the planned location or on the planned date (inter alia because the circumstances in question would make it unprofitable), the Organiser is entitled to cancel the Trade Fair, to move it to another location or reschedule it to a different date, whether in whole or in part, or to reduce the duration of the Trade Fair and/or of the periods for set-up and/or dismantling, without the Exhibitor being entitled to any compensation on that account. The Exhibitor hereby acknowledges that, in such circumstances, it will not be entitled to a refund, compensation or expenses. In that case, the advance invoices issued to the Exhibitor thus far shall be regarded as advance invoices for the relocated or rescheduled Trade Fair.

37. Notwithstanding the above, the Exhibitor is entitled to a refund of invoices paid by the Exhibitor only if the Organiser has decided to cancel the Trade Fair as a concept in its entirety, with no possibility for the Exhibitor to participate in an equivalent or similar Trade Fair at a later date.

38. If the Organiser decides not to organise the Trade Fair for whatever reason (commercial reasons included), though not amounting to an event of force majeure as outlined above on its part, the Exhibitor will only be entitled to a refund of any advances and invoices paid already, and not to any compensation (whether by reason of potential losses or on any other grounds).

LIABILITY

39. The Exhibitor is responsible for any damage to persons, objects, the exhibition premises or grounds, caused by either himself or any of his assistants, as also for any damage arising out of the Exhibitor's failure to supervise the space rented by him. Vis-à-vis the Organiser, the Exhibitor is responsible for any direct and indirect damage (including the loss of profits, lawyers and judicial officers' fees, etc.) arising from an incident that was caused wholly or partly, directly or indirectly, by the objects exhibited.

40. The Organiser is responsible for general security. The Organiser can however not be held responsible for the Exhibitor's goods or the insurance of the exhibits and the Exhibitor.

41. The Organiser's liability under the agreement with the Exhibitor, and in all obligations between the Organiser, on the one hand, and the Exhibitor, on the other hand, regarding application to participate and the participation in the Trade Fair, shall be limited to direct damage and thus shall not include consequential damage, such as loss of profit and other indirect damage.

DISPUTES AND GOVERNING LAW

42. These General Terms of Business shall be governed by and construed in accordance with the laws of Sweden.

43. Any dispute, controversy or claim arising out of or in connection with these General Terms of Business shall be settled by a Swedish court of general jurisdiction and the Stockholm District Court (*Sw. Stockholms tingsrätt*) shall be the court of first instance.

