

## General Terms and Conditions

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### **1. Jurisdiction**

Fair Management AG is a company operating in the international fair trade organization. The following General Terms and Conditions (GTC) regulate the legal relationship between the exhibitor (hereinafter referred to as "exhibitor") and Fair Management AG (hereinafter referred to as „FM“ or „organizer“).

### **2. Cooperation / Contract**

The exhibitor registers with FM through the legally binding signed application form for the required trade fair.

The exhibitor can either obtain a pure stand space from FM, which has already been agreed between FM and the trade fair organizer, or book a stand space inside the pavilion.

FM defines the interior design of the pavilion. The registration/contract between FM and the exhibitor applies only for the agreed trade fair. The exhibitor has no right to a participation on the exhibition space of FM, without a written registration through FM's application form /contract.

### **3. Pavilion - Types**

FM offers two different types of Pavilions. The kind of type is characterized on the application form/contract.

Type A) Basis – Pavilion. This type only includes the basic construction, excluding individual interior design and furniture.

Type B) Compact – Pavilion. This type includes a basic equipment with furniture. Additional furniture or services are invoiced separately by FM. The basic equipment is specified in the application form / contract.

### **4. Booking outside of the Pavilion**

In case of an exhibitor who chooses the variant of an exhibition space outside of the Pavilion, the exhibitor himself is responsible for his stand.

FM does not assume the responsibility for stand examinations and orders of trade fair services with the trade fair organizer.

If the exhibitor decides to build his own stand by FM, FM will provide an offer, which has to be confirmed by the exhibitor. Then, a separate contract must be concluded for the stand construction and additional services.

### **5. Area and Location Warranty**

FM strives to realize the exhibitor's wishes regarding stand area and location. However, FM maintains the right to move locations and change an exhibitor's display area within the range of +/- 3sqm without consulting the exhibitor. Every modification beyond this range will only be realized in consultation with the exhibitor.

### **6. Pavilion**

From six exhibitors, FM organizes a Pavilion as well as a lounge. The lounge is available to all exhibitors, who booked a stand inside the pavilion as well as to their guests. The lounge's contents and services are defined by FM and accepted by the exhibitor.

Exhibitors with stands outside of the Pavilion have the possibility to obtain services from the lounge. In this case, FM provides an appropriate offer, upon request. If the exhibitor agrees, a written confirmation from his side is necessary.

From six exhibitors, FM tries to apply for funding for the pavilion. The exhibitor has no right to funds, in case FM should not receive them.

### **7. Interior Design**

For pavilions type A, FM plans and implements the interior design. The exhibitor applying for the pavilion receives an offer from FM, which he has to agree and confirm in writing.

### **8. Payments**

The exhibitor is obligated to pay the invoices of FM within 15 working days after receipt. In case of non-compliance with the period, FM reserves the right to withdraw from the contract and to require the outstanding payment (including compensation of damages) from the exhibitor.

### **10. Withdrawal**

After signing the application form, the exhibitor can withdraw from his participation anytime. Should he decide not to participate in the trade fair anymore respectively withdraw from the contract, the exhibitor will have to assume the following costs:

- 50% of the contract amount, for rescissions up to 6 months prior to the commencement of the fair

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- 70% of the contract amount, for rescissions up to 3 months prior to the commencement of the fair
- 100% of the contract amount, for rescissions prior to the commencement of the fair

The deadlines refer to the fair dates. In case of rescission, the fair dates and not the application date apply.

The costs remain owed, even if FM manage to reassign the respective space area. The exhibitor has no right to a reduction of his liabilities or mitigation of claims of damages in case of a reassignment of the booked area.

### **11. Liability / Warranty**

Fair Management AG (FM) commits himself to the professional and careful contribution of the services, considering the valid and actual GTC.

FM, its board, employees and auxiliary staff expressly exclude any warranties or liability, as far as legally permissible.

The liability lapses particularly for third parties such as catering companies or stand constructors.

### **12. Insurance / Damages**

The booth and the equipment provided by FM respectively by the stand constructor are not insured. The exhibitor assumes liability for damages on the stand material and furnishing.

The exhibitor shall be liable for all exhibits and his personal belongings.

### **13. Ownership**

The exhibitor rents the booth and the corresponding equipment for the duration of the trade fair. He is not entitled to ownership. All material used or delivered by FM or its subcontractors for the stand construction and interior design are not owned by the exhibitor but are rented objects for the duration of the respective trade fair.

All visualizations, graphics and designs created by FM are property of FM. If an exhibitor uses these graphics and visualizations on a trade fair on which FM is not involved, FM charges the exhibitor a copyright-fee in the amount of CHF 5'000.--.

### **14. Privacy**

FM undertakes, when processing personal details, to comply with the Swiss regulations on data protection, data security and telecommunications.

FM is entitled to pass on costumers data to selected third parties in connection with the invoicing, dept collection and carry out for the contractual services. FM ensures that all people involved also follow the data protection regulations.

### **15. Confidentiality**

The parties undertake to treat as confidential and keep secret all marked or identified as confidential information, documents, data and process technology which have not yet been published or which are not generally accessible, that becomes known to them in the course of their cooperation. These documents may only be made accessible to third parties with prior written approval by the Disclosing Party.

### **16. Final Clauses**

Changes or amendments to the contract shall require written form, with reference to the clause to be modified and containing the legally binding signatures of both parties to the agreement.

Should a provision or these terms and conditions be or become void or legally ineffective, the remaining provisions will continue to apply. The void or legally ineffective provision should in this case be replaced by a valid provision that approximates the commercial purpose of the agreement.

FM reserves the right to modify the GTC at any time. Changes shall be forwarded to the exhibitor in writing or published on the Internet on [www.fairmgt.com](http://www.fairmgt.com) and replace the previous GTC.

The place of jurisdiction is the competent court at the location of the registered office of the company in Freienbach (SZ), and the Swiss Law applies.

Place / Date: \_\_\_\_\_

Signature: \_\_\_\_\_