



## **EXHIBITION REGULATIONS EPHJ 2021**

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## **ART 1: ORGANISATION**

The EPHJ trade show (hereinafter the “Trade show”) is organised by EXSAL SA (hereinafter the “Organiser”), company whose purpose is to own, manage and operate the EPHJ Trade show.

## **ART 2: PLACE, DATES AND OPENING HOURS OF THE EXHIBITION**

The EPHJ Trade show takes place at PALEXPO from 14 to 17 September 2021.

Opening hours (\*):

Tuesday 14 to Thursday 16 September 2021	9.00 am - 6.00 pm
Friday 17 September 2021	9.00 am - 4.00 pm

(\* ) subject to modification

## **ART 3: CATEGORIES OF EXHIBITORS AND EXHIBITS**

### **3.1 Categories of Exhibitors**

The categories of exhibitors are:

- EPHJ: Professional Watchmaking and Jewellery Environment;
- EPMT: Professional Microtechnology Environment;
- SMT: Swiss Medical Technology.

### **3.2 Exhibits**

The choice of exhibits is the sole responsibility of the Exhibitor. The Organiser rents spaces and do not intervene with regard to the content of the exhibits, as these are products related to the theme of the Trade show. The Exhibitor ensures that the exhibits comply with the laws in force in Switzerland and Geneva and with this Regulation.

It is not possible to exhibit or use representations of finished watchmaking or jewellery products for the purposes of decoration or animation (photos, drawings, videos, etc.).

The Organiser may require further information on the objects to be exhibited. The Organiser is authorised to limit the number of exhibits or to refuse some. Objects that have not been declared by the Exhibitor or accepted by the Organiser cannot be exhibited, and the Organiser reserves the right to remove them from the stand at the Exhibitor’s expense (Article 14.1).

## **ART 4: APPLICATION FOR ADMISSION - EXHIBITION CONTRACT**

### **4.1 Formality**

Natural or legal persons (companies and organisations) that wish to participate in EPHJ 2021 as an Exhibitor, register via the paper Application Form or online on the website.

The Exhibitor and/or co-Exhibitor must return this Application Form duly completed, dated and signed or completed online on the website, before the expiry of the registration period stated therein.

The return of the paper Application Form or the confirmation of the online Application Form does not constitute in any way an automatic right to participate in the Trade show. The Application Form will be registered on a provisional basis by the Organiser, who will evaluate it by applying the criteria set out in Article 5 of these Regulations.

## **4.2 Legal value of the Application Form**

The paper Application Form has the value of a firm offer to contract, by the Exhibitor's signature. The online Application Form has the value of a firm offer to contract as soon as the Exhibitor has confirmed its request. The Application Form then becomes a contract when it is registered and confirmed in writing to the Exhibitor (Article 5.4).

By signing the Application Form or confirming the online Application Form, the Exhibitor:

- Undertakes to participate in the Trade show;
- Undertakes to respect the Articles of these Regulations, the conditions of the Application Form, the tariff conditions, as well as any other contractual document that could bind it to the Organiser;
- Undertakes to pay the amounts owed (Article 8), even if, for whatever reason, it subsequently renounced to take part in the Trade show or was prevented from doing so. Each subsequent amendment or revocation of the Application Form shall be governed by the provisions of Articles 7 and 9 of these Regulations;
- Is personally responsible for the payment of expenses incurred by the Organiser or by third parties for the development of its stand or any other service in connection with its participation in the Trade show;
- Accepts, unless the Organiser is notified to the contrary, that information concerning its staff, company and visitors may be processed for statistical and promotional purposes by the Organiser or a third party authorised by him.

## **4.3 No Assignment and Subletting**

The Exhibitor has no right to assign or subcontract all or part of the surface allocated to it. However, the Organiser may authorise an Exhibitor to share its stand with one or more co-Exhibitors (see Article 4.5).

## **4.4 Collectives**

The collectives take care of the allocation of the stands (which they rented from the Organiser) to their Exhibitors. They will submit the list of exhibitors to the Organiser and send him the "Admission Application by Collectives".

## **4.5 Co-Exhibitors**

Co-Exhibitors are natural or legal persons who manifest themselves in one form or another (addresses, objects or physical presence) on the stand of an Exhibitor.

Co-Exhibitors must complete an Application Form.

The participation of co-Exhibitors in the Trade show is subject to the same conditions as those applicable to the main Exhibitors (in particular Articles 4.1 and 4.2).

**The main Exhibitor is jointly and severally liable towards the Organiser for all payment and other obligations of its co-Exhibitor(s).**

Any provision contained in these Exhibition Regulations and/or in any document or regulation that contains any obligations applicable to the Exhibitor will automatically be applicable to the co-Exhibitor(s), unless otherwise specified.

## **ART 5: EVALUATION OF THE APPLICATION AND CONDITIONS OF ADMISSION**

### **5.1 Selection Criteria**

All Application Form from the various Exhibitors and Co-Exhibitors will be examined by the Organiser who will make the selection on the basis of the following criteria:

- Availability of exhibition spaces;
- Conformity to the exhibition schedule of the objects or services presented;
- Registration in the Commercial Register;
- Payment of the amounts due (Article 8).

## **5.2 Admission Conditions**

The Organiser decides alone and in the last resort on the admission of natural or legal persons as well as the admission of exhibits. **It can refuse an Application Form without justification.**

Any claims made by Exhibitors, co-Exhibitors or third parties regarding the admission or non-admission of natural or legal persons, or exhibits, are not admissible.

Specific stand location requests or exclusion requests against a competitor cannot be accepted as a condition of participation.

**In no event may finished products in watchmaking and/or jewellery be displayed and/or sold (neither ordered nor reserved), whether in the common areas or inside stands and/or offices.**

**A watch and/or jeweller brand may only be Exhibitor under a different corporate name than its brand.**

## **5.3 Refusal of admission**

The Organiser may refuse admission in the following cases:

- If it turns out that the Exhibitor or co-Exhibitor is jeopardising or risking the good order of the Trade show, the reputation or material of the Organiser;
- Non-compliance by the Exhibitor or the co-Exhibitor with one or more obligations that he has towards the Organiser or a company related to the latter, in particular if it does not fulfil its financial obligations;
- If the Exhibitor or co-Exhibitor has not paid all previous amounts still due.

Refusal of admission will be notified to the main Exhibitor for it or its co-Exhibitors in writing.

**Under no circumstances shall the Organiser be held liable for any damages.**

## **5.4 Acceptance of admission**

The acceptance of the Application Form will be notified by the Organiser to the Exhibitor, either in writing (by mail or e-mail) or by sending the first invoice. This written notification or the dispatch of the invoice constitutes the acceptance by the Organiser of the Exhibitor or co-Exhibitor, subject to the actual and full payment of the amounts due to the Organiser (Article 8). The prior exchange between the Organiser and the Exhibitor or the co-Exhibitor of letters or documents of any kind cannot, in any way, constitute the said acceptance.

Based on such acceptance the due amounts become payable, even if the Exhibitor or co-Exhibitor subsequently cancels its participation for any reason (Article 7.1).

## **ART 6: ALLOCATION OF STANDS AND EXHIBITION PLAN**

### **6.1 Choice of surface and location**

The Exhibitor expresses its wish for surface and stand location through its Application Form.

### **6.2 Allocation of surface and location**

Only the Organiser allocates the location and the surface of the stand taking into account the criteria listed in Article 5.1 and subject to the payment by the Exhibitor or co-Exhibitor of the first deposit invoice (Article 9.3).

The Organiser endeavours to draw up an exhibition plan considering the wishes of the Exhibitor with respect to the surface and location of the stand. The Exhibitor's wishes with respect to location do not bind the Organiser. It reserves the right to move an allocated location, to modify the dimensions or the configuration of the stands within acceptable limits and to the extent compatible with the concept of layout and the overall presentation of the exhibition. The implementation of such a prerogative will in no way give rise to any compensation in favour of the Exhibitor.

The allocation of the stand is notified to the Exhibitor by sending the Exhibitor's Manual.

### 6.3 Taking possession

Taking possession of the stand location is subject to the full payment of the amounts due (Articles 8 and 9.1). Subject to such payment, the location will be made available to the Exhibitor at the beginning of the official assembly period as previously communicated to it, subject to the Organiser's right to impose stricter deadlines.

## ART 7: CANCELLATION OF THE CONTRACT AND REDUCTION OF SURFACE AREA

### 7.1 Cancellation by the Exhibitor

Exhibitors who wish to terminate their contract with the Organiser are required to announce this by registered mail.

However, the Exhibitor is not released from its commitments. It remains indebted for:

- The rental price of the stand surface;
- The costs for the facilities ordered by it and already carried out;
- The advertising costs ordered by it and already carried out;
- Any incidental expenses.

However, the Organiser may reduce their rental claims to **60% of the rental amount**, plus any incidental expenses and any other amount for which it is responsible, if the Exhibitor informs the Organiser between **180 and 90 days before the official opening date of the trade show (in the event of a postponement of an edition, the date originally planned is decisive)**, regardless of whether or not the surface has been re-rented to a third party by the Organiser.

The Exhibitor remains liable to pay **100% of the rental amount**, plus the payment of expenses already incurred, any incidental expenses and any other amount for which he is responsible, if the Exhibitor informs the Organiser less than **90 days before the official opening date of the Trade show (in the event of a postponement of an edition, the date originally planned is decisive)**, regardless of whether or not the surface has been re-rented to a third party by the Organiser.

In the event that all or part of the surface area left vacant by the Exhibitor is re-rented to a new Exhibitor or transferred to an Exhibitor to whom a location has already been allocated (transfer by the Organiser), the Exhibitor who withdrawn will nevertheless have to pay the amounts due as mentioned above.

The Organiser may dispose of a stand unoccupied 24 hours before the opening of the Trade show. The defaulting Exhibitor loses all rights to its stand. However, it is responsible for the full rental price of the stand surface and incidental costs. In addition, the Organiser reserves the right to pass on to the Exhibitor concerned the costs resulting from the non-occupation of the stand.

### 7.2 Cancellation by the Organiser

If it appears that the admission requirements are not or cease to be fulfilled or if it appears that the admission was granted on the basis of inaccurate information or data, the Organiser may cancel the admission of the Exhibitor or co-Exhibitor at any time, without giving rise to any other payment than the possible reimbursement of the amounts paid, with the exception of an amount of CHF 1'200.00 (excluding VAT) due by each Exhibitor and CHF 500.00 due by each co-Exhibitor invoiced, as compensation that remains with the Organiser. Under no circumstances shall the Organiser be held liable for any damages.

The Organiser is not required to state the reasons of its decision.

### **7.3 Reduction of the surface by the Exhibitor after allocation of a stand**

If an Exhibitor reduces the surface of its stand after acceptance of its admission by the Organiser, it remains liable for the rental price of the cancelled exhibition space and incidental expenses, according to Article 7.1.

## **ART 8: FINANCIAL CONDITIONS**

### **8.1 Rental price**

Stand rental prices are shown in the Application Form. Equipment prices and additional services are indicated in the Exhibitor's Manual.

## **ART 9: INVOICES, VAT, PAYMENTS AND CLAIMS**

### **9.1 Invoices and payment**

Organiser's invoices are payable, without discount, within 30 days. Payments must be made in Swiss francs (CHF) and paid into the bank account(s) mentioned on the invoices. Payments by check are not accepted.

Expenses for additional services will be charged to the Exhibitor before, during and after the Trade show.

At the latest on the first day of the official assembly, the Organiser must be in possession of the payment or a justifying document of the payment of all the amounts invoiced until then, otherwise they may deny the Exhibitor the access to the premises or evacuate the stand without delay and at its expense.

### **9.2 Swiss Value Added Tax (VAT)**

Organiser's services are subject to VAT, subject to exemption under Articles 143-150 of the VAT Order of 27 November 2009. Services provided to Exhibitors or co-Exhibitors domiciled outside Switzerland are also subject to VAT, as this is the place of performance of the service (Switzerland) which is decisive under Article 8, para. 2 letter B of the VAT Act of 12 June 2009. Exhibitors or co-Exhibitors, however, have the possibility to request, under certain conditions, the refund of these taxes.

The VAT rate is 7.7% (subject to change).

Unless expressly stated, the prices indicated in these regulations do not include VAT.

### **9.3 Failure to meet payment deadlines**

The Organiser is entitled to suspend the execution of all its obligations in the event of non-payment, without prior notice.

**Failure to pay the first advance payment invoice will result in the suspension of the participation process until payment is made.**

In case of non-respect of the deadlines or in case of non-payment of the rental price, the Exhibitor is not free from its commitments. It remains indebted for:

- The rental price of the stand surface;
- Fees for technical installations and/or other services ordered by it and already carried out;
- Any incidental expenses.

## **9.4 Claims with respect to invoices**

Each claim regarding an invoice must be made no later than **30 days after the invoicing date**. Such a claim does not affect the Exhibitor's obligation to pay the other invoices due at the time of the claim and does not grant it any right to suspend any payment to the Organiser or to suspend any other obligation towards the latter.

**After this 30-day period, no claim can be taken into account and the payments will be due to the Organiser.**

## **ART 10: EXHIBITOR PASSES AND INVITATIONS**

### **10.1 Exhibitor passes**

Exhibitor passes for the stand staff will be given free of charge to the Exhibitor, according to the surface allocated to the floor (see Application Form).

Exhibitor passes are to be removed at the Exhibitor's Desk from the first day of assembly.

The Organiser may, at any time, request specific information about these persons and the use of Exhibitor passes.

Exhibitor passes must not be sold, assigned or loaned, under penalty of withdrawal.

## **ART 11: VISA - PERMISSIONS**

Trade show participants who require an entry visa on the Swiss territory must complete the necessary formalities before their departure for Switzerland. In order to obtain the entry visa, participants are requested to contact the Swiss Embassy or the Swiss Consulate in their country.

Exhibitors will also ensure that their co-Exhibitors have completed all these formalities.

The Organiser may provide a certificate of participation upon written request. It cannot in any case be held responsible for not obtaining this visa.

## **ART 12: EXHIBITOR'S MANUAL AND CIRCULARS**

The exhibitor's Manual of EPHJ 2021 can be found on the Internet at <http://www.palexpo.ch/en/exhibitor-area>.

The contents of this Exhibitor's Manual may be modified at any time by the Organiser and/or PALEXPO SA, without notice and/or notification. The modified content will be legally applicable for Exhibitors as soon as it is made available. Exhibitors are advised to consult the Online Exhibitor's Manual on a regularly basis to be informed of any changes.

The "online" Exhibitor's Manual which contains the regulations of PALEXPO SA, the circulars of the event (sent later to Exhibitors), the catalogue of products and animations (online information tool), and the "online shop" (Internet sales system of PALEXPO SA services) form an integral part of these Regulations.

## **ART 13: INSTALLATION, DECORATION AND OPERATION OF THE STAND**

### **13.1 Decoration requirements**

EPHJ Trade show is a modular hall where stands are mounted and supplied.

The Exhibitor cannot bring/set up its own stand. It can freely arrange the inside of the stand that is provided by the organisation, while respecting the following rules:

- **Walls:** any wall, curtain, fixed decoration, etc. installed by the Exhibitor will have to be 25 cm from the limits of the stand overlooking the corridors. At the edge of the stand, overlooking the corridors, only the walls provided by the Organiser can be installed, which must remain free from any decoration or display;
- The **limits of the stand** must not be exceeded in any case with any element whatsoever (display, flag, tablet, roll-up, furniture, machine or machine element, mobile device, robot, etc.), this as well in aisles above the stand;
- The **open sides** of a type A stand (1 open side for A1 type and 2 open sides for A2 type), must remain open. It is however allowed to close them partially with a wall provided by the Organiser, but on a third of the maximum length;
- **Showcases at the edge of the corridor:** only the low showcases can be placed at the edge of the corridor. The company logo may appear but no photo, text or other description. If this is the case, they will have to be set back 25 cm from the corridor;
- **TV screens:** the screens showing images should be set back 25 cm from the corridor.
- **Images and representation of finished products:** it is not possible to use representations of finished watchmaking or jewellery products for the purposes of decoration or animation (photos, drawings, videos etc.).

The Exhibitor carries out itself the layout of its stand. It is required to decorate it using **hardly combustible or fireproof materials**. In general, all hazardous materials are excluded. In the event of a claim, the Organiser is entitled to take all the necessary measures at the expense of the Exhibitor and will hold the latter liable.

Stand layout instructions are included in the Exhibitor's Manual which will be sent to the Exhibitors in due time.

Any stand **layout project** must be submitted for validation to Eigenmann Expo via the e-mail address [ephj@eigenmann-expo.ch](mailto:ephj@eigenmann-expo.ch) or the website [www.eigenmann-expo.ch](http://www.eigenmann-expo.ch).

The Organiser further reserves the right to cancel or modify the facilities that do not meet these requirements or would adversely affect the general decoration of the Trade show, the neighbouring Exhibitors or the visitors, or which are generally not compliant with the prior plan, at the expense of the offender.

### 13.2 Operation of the stands

Exhibitors are required to maintain their stands open during the opening hours of the Trade show. **The stands must not be cleared before the official closing time.**

If the Exhibitor, on several occasions, does not respect the official times, opens its stand after the opening time or closes it prematurely, the Organiser reserves the right to no longer accept the Exhibitor at the following editions.

It is strictly forbidden to have a commercial animation outside the surface of the stand rented from the Organiser or to occupy the aisle space in any way whatsoever.

### 13.3 Exclusivity Agreements to be respected

Exhibitors and co-Exhibitors must respect the exclusivity agreements concluded by the Organiser and/or PALEXPO SA with certain suppliers and service providers:

- Automated banking services;
- Fixed and mobile advertising spaces outside and inside the building, including their contents, which cannot be removed or masked;
- Handling, loading and unloading, as well as leasing of handling equipment.



### **13.4 Exclusive Catering in PALEXPO**

Exhibitors must respect catering exclusivity at PALEXPO, which is distributed as follows:

Commercial catering facilities, Conference Centre and Villa Sarasin

a) The operation of the fixed catering facilities is to be conducted solely by “Palexpo Restaurants”, the official

PALEXPO onsite caterer, for the permanent bars and restaurants as well as for the Conference Centre and the Villa Sarasin;

b) The temporary set up of restaurants and bars within the exhibition halls or elsewhere is to be conducted solely by “Palexpo Restaurants”.

Catering services in the halls

c) Their operation is to be conducted solely by “Palexpo Restaurants” and its approved partners\*, namely for:

- The preparation and delivery of food and beverages to the stands;
- The running of restaurants on exhibitors’ stands.

\*You will find the list of approved partners of PALEXPO SA under the following link:

<http://www.palexpo.ch/en/providers>.

## **ART 14: REGULATIONS: SAFETY, SMOKING BAN, ANIMALS AND PUBLIC HEALTH**

### **14.1 Safety of Exhibits**

The Organiser reserves the right to check the safety of exhibits. If necessary, the Organiser reserves the right to remove dangerous objects at the expense of the Exhibitor, without the latter being able to exercise any recourse against the Organiser or to claim any compensation whatsoever.

### **14.2 Smoking Ban**

**It is forbidden to smoke inside the buildings.**

All users of the PALEXPO site are urged to respect and enforce this smoking ban throughout PALEXPO buildings.

We thank you for respecting this legal provision and for mentioning it in all your documents.

### **14.3 Animals**

Animals are not allowed in PALEXPO buildings, except during special events dedicated to them.

### **14.4 Health regulations**

Exhibitors and Co-Exhibitors must comply with the health rules and recommendations in force at PALEXPO and those issued by the competent federal and cantonal authorities, in particular in the context of the fight against the Covid 19 pandemic.

## **ART 15: CATALOGUE AND PRINT**

The Organiser has the exclusive right to publish the official catalogue and also reserve the right to publish other printed materials.

Registration in the catalogue is free, but mandatory. Exhibitors and co-Exhibitors are required to provide the Organiser with their full contact details in order to be registered on the visitors’ plan and on the list of Exhibitors (on the website). Additional information regarding the Exhibitor and the exhibits will be provided to the Organiser at a later date by means of the product catalogue.

The Organiser declines all responsibility for registrations that contain errors, that are incomplete or missing.

## **ART 16: ADVERTISING AND PHOTOGRAPHS**

### **16.1 Advertising**

All investigation, distribution of advertising material and any other advertising are only authorised on the Exhibitors' stand and on the official boards rented by the Organiser.

Exhibitors and co-Exhibitors are therefore requested to stay at their stand.

It is strictly forbidden to call visitors or other Exhibitors from the common areas (off the stands) of the Trade show.

It is also expressly forbidden for the Exhibitor to use audio-visual material in such a way that messages broadcast or shown can be heard in one or more neighbouring locations.

Any misleading advertising of any kind is strictly prohibited and exposes its author to immediate exclusion (Article 20).

### **16.2 Photographs**

The Exhibitor expressly authorises, free of charge, the Organiser to:

- Produce, if it wishes, photos and/or films representing it as well as the members of its team, as well as the exhibits on its stand;
- Use freely these images on all media, including advertising, in Switzerland and abroad, and without limitation of duration.

## **ART 17: RESPECT OF INTELLECTUAL PROPERTY RIGHTS**

The Exhibitor and the co-Exhibitor are required to respect all intellectual property rights (patents, designs, topographies, copyrights, trademarks, graphic design, logo, etc.) of other Exhibitors and co-Exhibitors as well as Organiser and PALEXPO SA.

In particular, the Exhibitor and the co-Exhibitor must respect the brand, the graphic charter and the logo of the EPHJ 2021 Trade show.

By returning the Application Form, the Exhibitor expressly consents, for the entire duration of EPHJ 2021, to submit any litigation, dispute or claim arising during this exhibition and based on, resulting from or related to intellectual property rights (except for patents) on the exhibits, to the "Palexpo Fast-Track Intellectual Property Dispute Resolution Procedure", provided that these rights are protected in Switzerland. The detailed provisions of the expedient procedure are available on the website <http://www.palexpo.ch/en/exhibitor-area>.

The Fast-Track Procedure was developed in collaboration with the Arbitration and Mediation Centre of the World Intellectual Property Organization (WIPO). It aims to protect exhibitors and third parties against counterfeit products.

## **ART 18: DATA PROTECTION**

### **18.1 Applicable regulation**

Each of the Exhibitors declares, by delivering the Admission Request to the Organizer, that him/her/itself and each of his/her/its potential auxiliaries (irrespective of the qualification of the legal relationship between them), comply with all applicable regulations concerning data protection, including in particular the Federal act on data protection and, as applicable, the General Data Protection Regulation.

## **18.2 Authorization of data processing**

Each of the Exhibitors declares, by delivering the Admission Request to the Organizer, that he/she/it accepts that all data, including personal data, that he/she/it transfers, including data which have been transferred and data that will be transferred, to the Organizer, in the context of the contacts with the latter (hereafter: the Data), can be processed by the Organizer for statistics and promotional activities (including for marketing purposes). Accordingly, each of the Exhibitors authorizes the Organizer to process the Data for such purpose, it being specified that such authorization is also valid for any entity of the group to which the Organizer belongs as well as any third party which may be requested to provide assistance to any of the Organizer and/or the group entities in order to process all or part of such Data according to the foregoing.

In addition, each of the Exhibitors specifically authorizes any relevant administrative measure (including reporting and verification measures), in Switzerland and/or abroad, in connection with the transfer and/or processing of all or part of the Data.

## **18.3 Data content**

Each of the Exhibitors declares, by delivering the Admission Request, that all the Data that he/she/it transfers, including for the avoidance of doubt data which have been transferred and data that will be transferred, to the Organizer, in the context of the contacts with the latter, are true and accurate.

In addition, by delivering the Admission Request, each of the Exhibitors declares that any potential Data content that he/she/it transfers, including for the avoidance of doubt data which have been transferred and data that will be transferred, to the Organizer and which may concern third parties (such as auxiliaries of the relevant Exhibitor or any other third parties such as visitors) can be processed in accordance with Article 18.2, it being specified that the relevant Exhibitor has taken all necessary measures in order to ensure that all such Data which would concern third parties can be transferred to the Organizer and processed in accordance with these Regulations.

For the sake of clarity, it is specified that none of the Organizer or the Exhibitors will exchange and/or process Data which would be qualified as sensitive personal data and/or personality profiles in this context. Any processing of sensitive personal data and/or personality profiles shall previously require a written agreement and specific measures to be adopted to ensure the conformity with the legal situation.

## **ART 19: RESPONSIBILITIES AND INSURANCES**

### **19.1 Responsibility for exhibits, animations and operation of the stands**

The Organiser does not assume any obligation to protect exhibits and stand fittings and decline, subject to Art. 100 (1) of the Swiss Code of Obligations, any liability for damage and loss, both for the time during which the objects are on PALEXPO site and during their transport.

The Organiser also accepts no liability for damage resulting from the animations and presentations made by the Exhibitors as well as the operation of the stands.

The Organiser is in no way responsible in the event of a dispute between an Exhibitor and a third party, and the Exhibitor or an aggrieved third party cannot claim any action and/or compensation from the Organiser in its favour.

### **19.2 Liability for auxiliaries**

Pursuant to Article 55 and Article 101 of the Swiss Code of Obligations, the Exhibitor is liable for damage caused by its suppliers, stand builders and other agents.

### 19.3 Insurance

**Each Exhibitor must be insured against the risk of fire.** If he does not justify in writing that it has concluded such insurance, it must insure against this risk either through a third party or through PALEXPO SA, whose conditions are contained in the Exhibitor's Manual.

In addition, **Exhibitors are urged to also insure the exhibits, as well as the stands and their equipment** against damage and loss during the Trade show and during transportation. The Exhibitor may also take out such insurance through PALEXPO SA, whose conditions are contained in the Exhibitor's Manual.

Exhibitors are liable for any damage caused to other stands, Trade show facilities, the person and property of others to which the damage has been caused, in any way, by their own doing or by the act of a third commissioned by them.

All risks are entirely the responsibility of the Exhibitors, who may be covered by individual insurance if they deem useful (third party liability and damage to premises, accidents, theft, etc.).

**The Organiser does not accept any responsibility for the loss, disappearance, damage or theft of goods and exhibits in any case and at any time.**

### ART 20: EXPULSION

Any breach of any of the provisions of these Regulations, the instructions and provisions of the Organiser may result in the immediate, temporary or permanent exclusion of the offending Exhibitor, without prejudice to any other penalties or liabilities incurred by it and without it being able to claim any refund or compensation.

The excluded Exhibitor is responsible for the payment of all amounts due (Article 8), all costs already incurred, and any incidental costs. The same applies for co-Exhibitors.

The Organiser will be able to dispose in the manner that suits them of the location thus released.

### ART 21: FORCE MAJEURE

In the event of compelling reasons or in the case of force majeure (\*), the Organiser may postpone the holding of the Trade show, shorten or extend its duration or cancel it, and the Exhibitors cannot withdraw or claim compensation.

In the event of cancellation by the Organiser in the event of force majeure, the rental price of the exhibition area remains due up to the amount corresponding to the expenses incurred by the Organiser. The balance of the amounts advanced, after deduction of fees, if any, will be refunded to the Exhibitors. On the other hand, the Exhibitors cannot claim any compensation due to the non-performance of the Trade show.

Any cancellation made by an Exhibitor due to force majeure (\*) must be notified in writing to the Organiser as soon as possible, stating the existence of the impediment and the consequences on its ability to perform.

If the Exhibitor is prevented by reason of force majeure, the rental price of the exhibition space will be reimbursed to the Exhibitor as well as the other costs incurred by it, subject to the costs resulting from services already performed by the Organiser.

(\*) Force Majeure: any external, unforeseeable and extraordinary event, independent of the will of the parties and beyond their control, that cannot be prevented by the parties, despite all reasonable efforts such as, for example, unpredictable political, natural, economic or health events. Influenza epidemics or other similar health problems are not considered as force majeure unless the event is prohibited by decision of the authorities.

## **ART 22: CANCELLATION OF THE EXHIBITION**

In the event that the Organiser decides not to organise the Trade show for any reason, except force majeure cases, only the repayment of the advance payments and the invoices already collected will be due to the Exhibitor, and the Exhibitor may not assert rights to any compensation due to the non-performance of the Trade show.

## **ART 23: SETTLEMENT OF DISPUTES**

In case of dispute and before any procedure, the Exhibitor or co-Exhibitor undertake to submit their complaint to the Organiser before the closing of the Trade show.

## **ART 24: EXHIBITION REGULATION**

All verbal agreements, individual authorisations and special regulations require written confirmation. The Organisers reserve the right to make special provisions that will prevail on these Regulations.

## **ART 25: GOVERNING LAW AND JURISDICTION**

Swiss law alone will apply.

For any dispute that could not be settled amicably, the parties recognise the exclusive jurisdiction of the courts of the Republic and Canton of Geneva, subject to appeal to the Federal Court.

### **EXSAL SA**

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