

# General Terms and Conditions for Consultancy, Information, Event, Trade Fair and Rental Services

## 1. Applicability

These General Terms and Conditions for Consultancy, Information, Event and Trade Fair Services (T&C) are applicable to all commercially operated consultancy and information services performed by through its contact points or in cooperation with its domestic and foreign network partners and to participation in events/trade fairs organized by or in cooperation with Osec (Swiss participation in international trade fairs and further official joint initiatives of the Swiss business community or Swiss exhibitions abroad). The T&C further apply to the rental of training, conference and exhibition spaces (hereinafter: premises) by Osec or through one of its contact points. The T&C shall be an integral part of any legal relationship existing between Osec or its network partners and the Client (including without limitation contracting parties, principals of a work contract [Werkvertrag] and lessees or exhibitors), including without limitation any offer tendered to the Client in the country of destination.

## 2. Tender and execution of contract

2.1 Contracts for consultancy and information services and for rental of premises from Osec are deemed executed when the Client's written acceptance of a tender is received by Osec within the time limit for acceptance. Tenders without a time limit for acceptance are non-binding.  
2.2 Registration for participation in an event/trade fair must be received by Osec in writing within the time limit for registration specified in the participation documents. A registration received in good time does not establish a right to participation or a particular size or location of an assigned booth. Late registrations may be considered only based on available space (section 7.1). The contract is deemed executed only upon written confirmation of registration by Osec.

## 3. Prices and charges

3.1 For consultancy services and provision of information, the price offered individually and generally in writing for Osec's services shall apply. This price shall comprise all defined services including those to be provided through subcontractors and/or sub-consultants. Services not defined in the tender are subject to additional charges (cf. section 6).  
3.2 For rental of premises, the price offered individually and generally in writing for Osec's services shall likewise apply. Beverages shall be procured from Osec. Refreshments and meals will be organized by Osec through external catering. Subject to Osec's approval, the event organizer may assign catering directly to a third party. In this event Osec shall be entitled to a service charge and corking fee.  
3.3 For participation in an event/trade fair, the price specified in the participant documents and/or event announcement shall apply. The registration fee and the deposit for the participation cost specified in the participant documents are due upon conclusion of the contract.  
3.4 For publications with a fixed price (particularly EU publications) distributed by Osec, the listed catalog price shall apply.

## 4. Payment terms

### General

4.1 Invoiced amounts (registration and participation fees, fees for services ordered, etc.) are in principle due and payable within 30 days of the invoice date. Penalty interest of 5% shall be due thereafter.  
4.2 The payment methods for invoiced amounts may be established in greater detail and in variance to the T&C in the consulting and information service contracts, trade fair participant documents or contracts for rental of premises. In particular, Osec may in any contractual relationship make performance contingent on payment of a deposit.  
4.3 If the Client is delinquent on a due payment, Osec reserves the right to rescind the contract effective immediately and assert a claim for damages.

### Participation in events/trade fairs in particular

4.4 The full participation price must be paid in full within four weeks before the start of the event/trade fair; otherwise the Client shall not be entitled to participate.  
4.5 In the event that the exhibitor becomes delinquent in a due payment and Osec rescinds the contract effective immediately (section 4.3), the registration fees and agreed participation price shall be payable in penalty.  
4.6 Osec will invoice the costs of Special Services (section 7.2) after the close of the event; such charges shall likewise be payable within 30 days.  
4.7 The Client may not offset counter-claims against Osec's claims.

## 5. Regulations/quality standards and ethical standards of conduct in the country of destination

5.1 In the case of services rendered abroad, unless otherwise agreed with Osec in writing, the Client shall inform Osec in writing no later than the date of acceptance of the tender, or upon registration, of all statutory, administrative and other regulations and standards applicable to the services.  
5.2 Osec undertakes to guarantee a high standard of quality in performance of all services. Osec's domestic and foreign partners are periodically inspected to this end to ensure the quality of their services.  
5.3 Osec recommends that companies with international activities act in an ethical manner in their international business and in particular that they comply with applicable standards and rules of conduct (e.g. social and environmental standards, avoidance of corrupt practices, etc.). Only proper ethical conduct builds trust, and with it the basis for successful operation on international markets. On request, Osec gladly advises its clients concerning proper ethical business practices pursuant to the Global Compact and the Swiss Code of Ethics.

## 6. Delivery/changes/delinquency/cancellation

### Consultancy and information services

6.1 Consultancy and information services shall be rendered in accordance with the terms specified in the tender or invitation to tender.  
6.2 If, after the contract is awarded, the principal requests changes and/or additions, Osec shall prepare a written proposal in respect thereof. Such additional services are carried out after written confirmation and, if applicable, additional or advance payment by the Client.  
For services that Osec deems necessary for the fulfillment of its mandate (e.g. publication of advertisements, purchase of directories), Osec shall provide the Client with a written supplemental proposal in advance.  
6.3 In the event that the Client cancels the order, Osec shall be entitled to a fee for services rendered up to the time when Osec is informed of the cancellation. Cancellation shall be in written form (by letter or fax). Cancellation by e-mail is insufficient. If the cancellation is not timely, Osec shall be entitled to statutory damages.  
6.4 Osec is not liable for delays in delivery due to circumstances beyond its control. In the event of a delay in delivery for which Osec is liable, the Client undertakes to grant Osec in writing a grace period of 60 days before withdrawing from the contract. Claims for damages, including without limitation any claims for consequential damages, are excluded where such exclusion is permitted by law (section 13.3).

### Participation in events/trade fairs

6.5 In the event that an exhibitor elects, after execution of the contract, not to participate or to reduce the previously agreed scope of participation, the registration fee and full participation price for the Basic Services, subject to the limitation in section 6.6, shall remain due along with compensation for expenses already incurred by Osec for Special Services (section 7.2).  
6.6 Cancellation of the contract by the exhibitor is effective only if in written form (by letter or fax). Cancellation by e-mail is not admissible. In the event of timely written withdrawal, the following reductions from the price of participation are granted:  
– if received at least six months before the exhibition: 30% reduction;  
– if received at least four months before the exhibition: 10% reduction.  
If the exhibitor withdraws its registration less than four months before the exhibition, the full participation price and full registration fee are payable.  
If the exhibitor arranges for a suitable replacement exhibitor to assume the executed contract under the same terms, the original exhibitor's obligations shall be discharged up to the amount of the payment of the participation price by the replacement exhibitor. The registration fee and additional expenses incurred by Osec remain payable in any case. The replacement exhibitor is also required to pay the registration fee.  
6.7 Osec may undertake a reduction in the registered booth space or a change of location at any time (section 7.1). In this event the exhibitor shall be entitled to withdraw in writing within one week of receiving notification of such a change in the contractual terms if the exhibitor's interests are unreasonably adversely affected thereby. If the adverse effect is reasonable, the exhibitor may nevertheless withdraw from the contract but shall be liable for the costs of withdrawal. The costs of such withdrawal are calculated as specified in section 6.6.  
6.8 If it becomes impossible to participate in a trade fair as planned, the registered trade fair participant shall not be entitled to indemnification for loss of any expected business transactions that would have occurred while taking part in the fair.

### Participation at events

6.9 Cancellations for events received by Osec up to 10 days before the event will be subject to a charge of 50% of the amount due. There will be no reimbursement for cancellations received 9 or fewer days before the event.  
The party registering may send a representative in his/her place without incurring any additional costs. The participant acknowledges that the event programme may be changed at any time.

### Rental of premises

6.10 Cancellation of the contract by the renter for reasons beyond Osec's control is effective only if made in written form (by letter or fax). Cancellation by e-mail is not admissible. In the event of early written withdrawal, the following costs will be invoiced unless the rented premises can be rented to a different party:  
– if cancelled twenty business days or more before the planned event: 100% reduction in the agreed payment;  
– if cancelled between nineteen and six business days before the planned event: 25% reduction in the agreed payment;  
– if cancelled five business days or less before the planned event: no reduction.

## 7. Special terms for participation in events/trade fairs

### Osec services

7.1 Basic Services: On assuming organizational responsibility, Osec undertakes to provide the Client with ideal conditions for participating in the trade fair and to make all arrangements necessary to organize a dignified and unified event in keeping with Switzerland's reputation. The price for Basic Services (participation price) includes rental of the exhibition space and the services specified in the announcement.  
Osec is the sole principal for the Basic Services vis-à-vis third parties.  
Osec assigns locations and booth space in cooperation with the trade fair management. Osec will make all reasonable efforts to meet exhibitors' wishes in respect of location. Any confirmation of location and size of the exhibition space does not establish a legal claim. Osec reserves the right to assign the exhibitor a booth at a location other than that confirmed, to change the size of the exhibitor's space (e.g. in the event of overbooking), to relocate or close entrances

and exits to the fairgrounds and halls and to undertake other structural changes in the event that exceptional circumstances give rise to a significant interest on Osec's part in undertaking such measures.

7.2 Special Services: All services above and beyond the Basic Services, unless expressly agreed otherwise, are invoiced separately as Special Services on a cost basis including any handling charge. These include, without limitation, additional equipment and furniture, outlets, installations and operating costs for electricity and telecommunications, water, compressed air, gas, etc. as well as services such as additional exhibitor IDs, parking cards, etc.

#### **Exhibitor's obligations**

7.3 The guidelines and rules established by the trade fair management are binding on all exhibitors. The responsible Osec project manager or his or her deputy retain domiciliary rights. Osec or third parties appointed by Osec represent the interests of the Swiss exhibitors vis-à-vis the trade fair management.

7.4 The design and operation of the rented space must be in harmony with the overall image of the fair. The exhibitor shall comply with the instructions of Osec or the trade fair management in this respect. Osec's guidelines and instructions apply on a subsidiary basis for the design and operation of booths.

7.5 The exhibitor undertakes to complete the trade fair booth by the opening of the exhibition. The exhibitor is obliged to staff and supply the booth with exhibition materials for the entire time that the exhibition is open and to begin dismantling the booth only after the close of the exhibition.

7.6 Presentations of any kind and special actions (such as noisy or otherwise disruptive demonstrations, sale or free distribution of goods) are subject to express approval by Osec. Visual or acoustic disturbance of neighbouring booths or obstructions in the booth and aisle spaces are prohibited. In the event of infringement, Osec reserves the right at its own discretion to prohibit troublesome or obstructive presentations and, in the event of repeated infractions, to terminate the booth rental contract with immediate effect.

7.7 The engagement of local personnel, interpreters, etc. is in principle the responsibility of each exhibitor, but may be arranged through Osec at the exhibitor's request and expense. Each exhibitor is responsible for ensuring that its event staff possess the required identification papers and permits.

#### **Transport, insurance and security measures**

7.8. Packing, round-trip transport, customs clearances, storage and insurance of the exhibited goods and empties are the responsibility of each individual exhibitor unless otherwise agreed.

7.9 Participation does not include insurance cover. Securing liability, accident, illness, property, repatriation insurance, etc. is the responsibility of each exhibitor.

Even if Osec prescribes a freight forwarder, insurer or connecting link for certain activities on a binding basis in individual cases, the legal relations are based solely on the agreements concluded between the exhibitors and the contracting party. Osec's role in such cases is solely that of an intermediary.

If Osec provides the authorities with guarantees for the temporary admission of goods on behalf of exhibitors, the exhibitor undertakes to comply with the associated obligations and hold Osec harmless.

#### **8. Special terms and conditions for rental of premises**

8.1 Reserved conference rooms are available to clients from Monday to Thursday from 8 a.m. to 5:30 p.m. and on Friday from 8 a.m. to 5 p.m. Conference rooms may be used past the agreed times only after prior consultation with Osec.

8.2 The event organizer bears responsibility for the use of decorative materials in compliance with fire safety regulations.

8.3 The event organizer is liable for losses and damage caused by the organizer, the organizer's agents or event attendees. Osec is not liable for the loss or theft of or damage to items brought in by the event organizer.

8.4 Malfunctions of the technical and other equipment provided by Osec will be repaired immediately by technical staff. Such malfunctions do not entitle the exhibitor to a reduction in price.

#### **9. Retention of title**

Osec retains title to goods and rights supplied until they are paid for in full. The Client is obligated to take all necessary measures to protect the property of Osec.

#### **10. Data privacy and fair competition**

10.1 The customer data required for consultancy, information, event and trade fair services are stored, processed for purposes of contract fulfilment and used for internal market research purposes by Osec, its contact points and network partners collaborating with Osec domestically and abroad. The Client grants consent for customer data to be passed on to third parties. Customer data will be used only for performance of the desired services.

Every person for whom customer data are recorded has the right to be informed of what personal data are being processed. Every person may demand correction of data or deletion from the data register. To exercise these rights please contact: info@osec.ch.

Customer data include such information as name, address, telephone number and e-mail address. This applies to both individuals and legal entities.

10.2 The Client grants consent for Osec, its contact points and domestic and foreign network partners collaborating with Osec to inform the Client both during and after the term of the contract of their own and general business activities by post, telephone or telecommunications transmissions. In doing so, Osec will comply with the legal requirements of the Data Privacy Act (DSG) and those of the Federal Law on Unfair Competition (UWG) as well as those of equivalent foreign laws.

The customer data required to conduct business are stored, processed for purposes of contract fulfilment and used for internal market research purposes by Osec, its contact points and network partners collaborating with Osec domestically and abroad. The Client grants consent for such customer data to be passed on to third parties.

#### **11. Copyright**

Osec retains copyright and all intangible property rights in respect of services rendered within the scope of Osec's consultancy, information and event services.

#### **12. Assignment/involvement of third parties**

12.1 Osec may utilize or engage other persons, particularly network partners, in providing consultancy or information services.

12.2 During participation in events/trade fairs, co-exhibitors may use the exhibition space rented by the exhibitor only with the written consent of Osec and an additional registration. Co-exhibitors are participants appearing in some form in an exhibitor's booth, whether through lettering, exhibits or entry in the trade fair catalogue. A separate registration fee is charged for each co-exhibitor. When accepting co-exhibitors, the exhibitor is liable to Osec for compliance with the present contractual terms and conditions, any individual agreements and for any damage caused by the co-exhibitor.

Presentation of foreign exhibits or licensees of Swiss companies is permitted only with the approval of Osec.

#### **13. Warranty and liability**

13.1 Osec provides its services with the due care customary in the industry and to the best of its knowledge. Osec is not liable for occurrences beyond its own control or that of its agents. In such an event Osec reserves the right to withdraw from the contract without compensation and, if the other contracting party is at fault, to demand indemnification.

#### **Consultancy and information services**

13.2 Osec does not guarantee success. In particular, Osec does not guarantee that business partners will be found or that the Client will achieve market success in the desired measure. Osec is not liable for malperformance or non-performance of services by its network partners. The client should present any claims for non-performance or malperformance of such third-party services directly to the network partner. On request, Osec will inform the Client whether Osec itself or a third party is responsible for a given service. If the Client wishes to assert a claim in respect of third-party services, Osec will inform the Client of the name and address of the network partner so that the Client may enforce its claims.

13.3 Liability for any losses sustained by the Client, particularly in consequence of failure to achieve the desired success, malperformance, delay in delivery or consequential damages, is excluded where such exclusion is permissible by law (cf. section 6.4).

#### **Participation in events/trade fairs**

13.4 Osec is not liable for late arrival of goods for exhibit, defective support by local representatives of Swiss companies, theft of or damage to goods for exhibits and personal effects, force majeure, official confiscation, etc.

13.5 Osec refuses liability for adverse effects or damage occurring to the exhibitor through its own conduct in contravention of the contract. Osec is liable to the exhibitor for damage demonstrably caused deliberately or through gross negligence by Osec or its contracting partners (booth assemblers, trade fair management, graphic artists, etc.). All further liability of Osec is excluded.

13.6 Osec bears no responsibility if an event is not held or planned participation does not occur due to unforeseen compelling circumstances. The costs of Basic Services incurred up to this date will be invoiced on a pro rata basis to the registered exhibitors. Expenses for Special Services will be invoiced to the exhibitors on an individual basis.

13.7 Osec is not liable to the exhibitor for any consequences arising from the location or surroundings of the booth.

13.8 The organizer reserves the right to change the program of events at any time; in such a case the participant(s) is/are not entitled to claim a cost reduction.

13.9 If an event is cancelled or cannot be held, neither Osec nor the organizer will be liable for expenses and inconvenience incurred by the participants in connection with planned participation in the event.

#### **14. Applicable law**

Unless and except as these T&C contain provisions to the contrary, the legal relations between the parties are governed exclusively by Swiss law.

#### **15. Jurisdiction**

**The exclusive place of jurisdiction for the legal relations existing between the parties is Zurich.**

Zurich, December 2007