MCH Exhibitions & Events GmbH

Exhibitor Regulations

MCH Exhibitions & Events GmbH, Messeplatz 10, 4058 Basel, Switzerland ("MCH") organizes and holds exhibitions, trade fairs, conferences, and congresses ("Exhibitions", and each individually an "exhibition") in Basel, Zurich, and other locations in Switzerland. MCH has branch offices in Zurich and Lausanne, from which certain exhibitions may be organized or operationally managed.

These Exhibitor Regulations (the "Regulations") govern the contractual and commercial terms for participation in an exhibition, including registration, allocation of exhibition space, additional services, performance and termination of the exhibitor contract. Operational and site-specific requirements are additionally governed by the Operating Regulations and the Booth Construction and Design Guidelines in accordance with Clause 20.2.

Registration takes place through the Exhibitor Portal operated by MCH. The exhibitor creates an organization account ("Organization Account") and links it to the personal user account ("Contact Person Account") of at least one authorised contact person. A personalized business e-mail address must generally be used for the personal user account. In justified exceptional cases, MCH may approve a generic group address if the identity and authority of the contact person can be clearly established and secure account access can be ensured. Only authorised persons may act through the user accounts. The exhibitor must keep its information complete and up to date. Declarations and orders submitted through its user accounts are binding on the exhibitor. Use of the Exhibitor Portal is also subject to the terms of use accepted when the account is created. Log data stored in the Exhibitor Portal may be used as evidence of the content and timing of a declaration; proof to the contrary remains admissible.

1 Registration

1.1
Registration must be submitted by the main exhibitor through the Exhibitor Portal and completed by a natural person authorised to represent it. That person must create the required user accounts, complete the registration form fully and accurately, and accept these Regulations as the basis of the registration and any subsequent exhibitor contract by ticking the relevant checkbox. Electronic submission constitutes a binding offer by the main exhibitor. The registration may be withdrawn in text form free of charge until the booking confirmation is received. Unilateral amendments or reservations by the main exhibitor are ineffective and do not create any entitlement to admission.

1.2
After submission, the main exhibitor receives an automatically generated acknowledgement of receipt; it does not constitute acceptance by MCH. The main exhibitor must regularly check the stated e-mail inbox and ensure that communications from MCH can be received. If no acknowledgement is received within 24 hours, MCH must be contacted without delay. Registration must be submitted within the deadline published for the exhibition. MCH may reject late registrations. The main exhibitor warrants that its information is accurate and current and must report changes without delay through the Exhibitor Portal or, if technically impossible, by e-mail.

1.3
The main exhibitor may register one or more co-exhibitors through the Exhibitor Portal. Co-exhibitors are additional legal entities or organisations participating on the main exhibitor's allocated booth space. Their participation requires admission of the main exhibitor and MCH's prior approval. The main exhibitor must ensure that co-exhibitors comply with the exhibitor contract and the related exhibition documents; their conduct is attributable to the main exhibitor. No contract arises between MCH and a co-exhibitor unless the co-exhibitor itself orders additional services. MCH may charge the main exhibitor a fee for approved co-exhibitors and may invoice co-exhibitors directly for additional services ordered by them. The main exhibitor authorises MCH to contact co-exhibitors directly or through authorised partners for exhibition-related purposes.

1.4
Subsequent registrations of, or changes relating to, co-exhibitors may be submitted until the deadline announced for the relevant exhibition in the Exhibitor Portal. MCH may consider requests submitted after that deadline at its discretion; there is no entitlement to admission.

1.5
In these Regulations, "exhibitor" uniformly means the main exhibitor, namely the legal entity or organisation that submits the registration and is contractually responsible to MCH.

2 Admission of Exhibitors, Products and Services

2.1
MCH decides on the admission of exhibitors as well as their products and services at its sole discretion, taking into account applicable legal provisions, the thematic purpose of the exhibition, customer expectations, and the available capacity. Previous participation in an exhibition does not establish any right to renewed admission or allocation of the same exhibition space. In the event of capacity constraints, MCH reserves the right to make a selection among the registrations received. The selection is based on objective criteria defined by MCH, with due regard to fairness, transparency, and quality considerations. Admission alone does not create an exhibitor contract; the contract is concluded exclusively in accordance with Clause 4.

2.2
In the registration form, the exhibitor must state the categories of products and services it intends to exhibit or promote. MCH may limit those categories and the scope of their presentation for objective reasons. There is no entitlement to present every individual product or service within a notified category. Subsequent additions require MCH's approval. Unapproved product or service categories may not be exhibited or promoted; MCH may have the relevant items removed at the exhibitor's expense.

2.3
MCH may refuse admission if, in particular, (i) the exhibitor has outstanding payment obligations towards MCH, (ii) the exhibitor's conduct at a previous exhibition was detrimental to MCH's business or reputation, or led to justified complaints, (iii) the exhibitor has repeatedly breached contractual obligations in the past, (iv)

the exhibitor has jeopardized or disrupted the proper conduct of an exhibition, or (v) admission is prohibited under applicable law.

2.4
Until the exhibitor contract is concluded, MCH may revoke an admission already granted if it subsequently becomes apparent that the admission was based on incorrect or incomplete information or that the exhibitor no longer meets the admission requirements. After conclusion of the contract, MCH's rights, in particular under Clauses 12 and 15, remain reserved.

2.5
Admission as main exhibitor is a prerequisite for approval of co-exhibitors.

3 Allocation and Use of Exhibition Space

3.1
Once the exhibitor has fulfilled all admission requirements and no grounds for exclusion exist, MCH will proceed with the allocation of exhibition space. This process may take some time depending on the overall planning timeline of the exhibition. Placement is based on the thematic relevance and subject-specific classification of the registered products and services, taking into account the overall concept and hall layout of the exhibition.

3.2
Based on the information provided during registration, MCH will prepare a placement plan showing the assigned or proposed exhibition space. The names of neighboring exhibitors may also be shown. MCH may provide the exhibitor with one or more draft placement plans, booth proposals or placement proposals via the Exhibitor Portal or by e-mail for review and feedback. Until the final booking confirmation is issued, such drafts or proposals serve only to prepare the allocation and do not create any entitlement to a specific location. MCH may set a deadline for accepting a placement proposal. Exhibitor preferences regarding positioning or neighboring exhibitors are non-binding. Final allocation remains at the sole discretion of MCH.

3.3
Where MCH expressly states the consequences of a failure to respond in the stand location proposal or in the accompanying communication, MCH may use the proposal as the basis for its further planning if the exhibitor does not respond within five working days. This neither concludes the exhibitor contract nor creates an entitlement to a particular stand location. Final allocation takes place with the booking confirmation.

3.4
MCH may deviate from the requested area and allocate a smaller exhibition space. Columns and other fixed installations are deducted from the net area. A larger chargeable area will be allocated only with the exhibitor's express consent in text form. There is no entitlement to a particular location. Without MCH's prior consent in text form, the exhibitor may not assign, sublet or otherwise make the space available to third parties. Admitted co-exhibitors under Clause 1 remain reserved.

4 Conclusion of the Exhibitor Contract

4.1
The exhibitor contract is concluded upon receipt of the booking confirmation. A booking confirmation sent by e-mail is deemed received as soon as it is retrievable in the exhibitor's electronic mailbox. If it is made available in the Exhibitor Portal, it is deemed received once MCH has notified the exhibitor by e-mail and the booking confirmation is retrievable under ordinary circumstances. Placement proposals, their confirmation by the exhibitor and status displays in the Exhibitor Portal have no independent contractual effect. MCH informs the exhibitor of admission, rejection or placement on a waiting list according to the timetable for the relevant exhibition.

4.2
Processing statuses shown in the Exhibitor Portal, including "placed" or "confirmed", are for information only. The booking confirmation under Clause 4.1 is decisive.

4.3
Regardless of the location at which an exhibition is held or which MCH branch office is operationally involved in its organization, the main office of MCH in Basel shall always be the sole legally obligated and entitled contracting party. This applies even if the contract is formally issued in the name of a branch office.

4.4
If the booking confirmation materially differs from the registration, the contract is concluded on the terms of the booking confirmation; however, the exhibitor may withdraw free of charge in text form within seven calendar days after receipt. Material deviations include, in particular, a reduction of the registered area by at least 25% or allocation of a booth with two or fewer open sides instead of an island booth. The specific booth location or allocation to a thematic area is not material by itself. A larger chargeable area always requires the exhibitor's express consent under Clause 3.4.

5 Booth Construction and Acceptance of Exhibition Space

5.1
The exhibitor plans and implements its participation, including booth construction and design, under its own responsibility. It and the third parties it engages must comply with applicable laws, official requirements, the Operating Regulations, the Booth Construction and Design Guidelines and exhibition-specific requirements. The Operating Regulations govern operational requirements and matters concerning safety, logistics, fire protection and infrastructure.

5.2
Upon handover, the exhibitor must promptly inspect the exhibition space and the installations, services and rental items supplied by MCH. Apparent defects or missing services must be reported in text form with sufficient detail no later than 24 hours after handover. If no report is made, the performance is deemed accepted with respect to apparent defects. Hidden defects must be reported without delay after discovery. Clause 6.6 applies to additional services.

6 Ordering Additional Services

6.1
Where provided in the Exhibitor Portal, the exhibitor may request participation-related options, upgrades, additional space or co-exhibitors with or after its registration. They become part of the contract only if expressly confirmed by MCH or included in the booking confirmation. Further additional services are ordered through the Exhibitor Portal or the activated Webshop after receipt of the booking confirmation. Activation dates and order deadlines are communicated for each exhibition.

6.2
The exact activation date and order deadlines for each exhibition are communicated in the Exhibitor Portal or by e-mail. This exhibition-specific information is decisive.

6.3
By submitting an order in the Webshop, the exhibitor makes a binding offer to purchase the selected additional services. A contract for these services is concluded only when MCH or the relevant authorised partner expressly accepts the order. An automated acknowledgement of receipt or order confirmation generally confirms only receipt of the order. It constitutes acceptance only if it is expressly designated as a declaration of acceptance. If an order also concerns an extension or amendment of the participation, that extension or amendment becomes part of the contract only if MCH expressly confirms it or includes it in an amended booking confirmation. The display of services in the Exhibitor Portal and the Webshop does not constitute an offer by MCH or the authorised partner.

6.4
The order confirmation must clearly state whether it merely acknowledges receipt of the order or whether the order has been accepted. If this is not stated unambiguously, the message is deemed to be an acknowledgement of receipt only.

6.5
For safety, operational or interface reasons, MCH may require specified additional services to be obtained exclusively from MCH or designated authorised partners. The relevant service categories and ordering processes are stated in the registration form or Exhibitor Portal. Deviations require MCH's prior consent in text form. The additional operational interface requirements in the Operating Regulations remain reserved.

6.6
Additional services and related deliveries must be inspected without delay, no later than 24 hours after performance. Apparent material defects must be reported in text form with sufficient detail within that period; hidden defects must be reported without delay after discovery. For additional services supplied directly by MCH, MCH first has the right to remedy the defect within a reasonable period by repair or replacement. Further warranty rights are excluded to the extent permitted by law. Insignificant defects that do not impair contractual use must be tolerated by the exhibitor and do not entitle it to a price reduction. Services ordered directly from a partner are subject to that partner's terms made available at the time of order.

6.7
Items made available to the exhibitor on a rental basis (e.g. furniture, technical equipment) must be treated with due care. The exhibitor shall be liable for any damage exceeding normal wear and tear typically expected during the exhibition.

6.8
If the exhibitor contracts directly with an authorised partner for an additional service and the partner performs in its own name and for its own account, the partner alone is responsible for contractual performance. In that case, MCH is liable only for its own culpable conduct. If MCH is the exhibitor's contracting party, its liability, including liability for auxiliaries it engages, is governed by Clause 16.

6.9
The following applies to delivery, installation and return of additional services:

— Services ordered directly from authorised partners are subject to their terms made available at the time of order.
— For MCH services, dates and time slots are announced in the Exhibitor Portal. The exhibitor must ensure receipt and inspection. Its absence alone does not create a right to cancellation or price reduction.
— After a published order deadline, a disclosed late-order price may be charged for services clearly identified before the order is placed.

7 Catering

7.1
Offering food or beverages on the exhibition space, whether free of charge or for payment, requires MCH's prior approval in text form and must follow the catering processes designated by MCH for the relevant exhibition. MCH may refuse approval or impose conditions, in particular due to exclusivity arrangements or safety, hygiene or operational requirements. The exhibitor must ensure compliance with all applicable rules, including food declarations, price display, youth protection and hygiene requirements.

8 Booth Cleaning

8.1
The cleaning times announced for the relevant exhibition apply to cleaning of the booth space. In this context, the Operating Regulations apply exclusively to cleaning of the exhibition grounds. The exhibitor bears the cost of special cleaning caused by it or third parties it engages.

9 Waste Disposal and Storage of Empties

9.1
Waste avoidance, separation, recycling and disposal are governed by the Operating Regulations and the waste concept provided there. Costs resulting from improper disposal attributable to the exhibitor may be charged to it based on actual expenditure.

9.2
Storage of packaging, empties and other materials is governed by the Operating Regulations and the exhibition-specific logistics requirements. Material stored without permission may, in the event of danger or after an unsuccessful request, be removed or stored at the exhibitor's expense.

10 Duty to Operate the Booth

10.1
The exhibitor must keep its booth operational and staffed with sufficient qualified personnel during official opening hours. It must present the product and service categories registered and approved by MCH. Products may be removed and the booth dismantled only after the official end of the exhibition unless MCH directs otherwise.

10.2
Any use of space beyond the allocated booth area, as well as installations, demonstrations or activities that interfere with or disturb neighboring exhibitors or visitors—particularly due to noise, emissions, visual obstruction or other disruptions—is not permitted.

10.3
The exhibitor may generally promote approved products and services and approach customers only within its booth space. Advertising, promotional materials or activities outside the booth space require MCH's prior approval in text form. Materials displayed or distributed without approval may be removed at the exhibitor's expense. Political or religious advertising and campaigns also require prior approval; MCH may refuse them to protect the neutral character and purpose of the exhibition and the rights and safety of third parties.

10.4
Intrusive, aggressive or otherwise unfair sales methods and any other unfair conduct are prohibited.

10.5
The exhibitor is solely responsible for ensuring that the operation of its booth complies with all applicable legal provisions, including the Price Disclosure Ordinance (Preisbekanntgabeverordnung), tax regulations, and health and safety requirements. MCH does not review the exhibitor's activities for legal or tax compliance; the exhibitor must obtain independent advice where necessary. MCH reserves the right to take appropriate action in the event of obvious violations of applicable laws or official requirements, including ordering the removal of unlawful content or materials.

10.6
Competitions may be conducted by the exhibitor within its allocated booth area and under its sole responsibility. The exhibitor is required to ensure full compliance with all applicable statutory provisions, in particular those relating to data protection, consumer protection, and unfair competition. MCH assumes no liability in connection with such activities. Competitions must be designed and executed in a fair, non-intrusive, and professional manner and must not interfere with the operations of other exhibitors or the exhibition as a whole. MCH will not support such activities, either by disclosing visitor data or by directly or indirectly promoting or disseminating them through its own communication channels or platforms (e.g. website, newsletter, social media). MCH reserves the right to prohibit or terminate any competition that violates these principles or is otherwise deemed inappropriate.

10.7
Furthermore, the exhibitor shall exercise due care and consideration in the operation of its booth. This includes respecting the rights and legitimate interests of MCH, other exhibitors, visitors, and third parties. The exhibitor shall ensure that its conduct and that of its co-exhibitors, employees, and contractors does not cause any nuisance, obstruction, or legal infringement. Any breach of this duty of care may result in appropriate corrective measures by MCH.

10.8
If the exhibitor culpably breaches a material obligation under Clauses 10.1 to 10.7 and fails to remedy the breach within a reasonable period set in a warning, it owes a contractual penalty of CHF 1,000 per breach and calendar day. No warning is required in case of imminent danger, an irremediable breach or intentional early dismantling of the booth. All contractual penalties are capped at an aggregate of CHF 5,000 per exhibition. The penalty is payable irrespective of whether loss occurred. Performance of the breached obligation remains due if still possible and of interest to MCH. MCH may claim loss exceeding the penalty only subject to the statutory requirements; the penalty is credited against that loss. MCH's further rights remain reserved.

11 Intellectual Property Rights

11.1
Unless otherwise agreed in text form, the exhibitor may use corporate names, business designations, trade marks and logos supplied by MCH through official channels solely in connection with its participation. It may make technical adjustments to size and file format but may not alter those signs in substance, proportions or colours. It must cease use without delay after the exhibition unless MCH approves further use in text form.

11.2
The exhibitor warrants that it holds all rights in the materials it provides to MCH that are required for MCH's contractual use. In particular, the materials must not infringe third-party copyright, personality, trade mark, design or competition rights or violate applicable law.

11.3
The exhibitor may create and use visual or audiovisual recordings of its own booth, products and services for its own commercial purposes. It must respect the personality and data protection rights of identifiable persons and obtain any required consents. Commercial recordings of other exhibitors, their booths or the exhibition as a whole require MCH's prior approval in text form; MCH may impose conditions. Clause 11.4 applies to drones.

11.4
The use of drones and other unmanned or remotely controlled aircraft on or above the Site is governed by the Operating Regulations, in particular Clause 17.2. Additional exhibition-specific requirements and MCH's rights in recordings under this Clause 11 remain reserved.

11.5
The exhibitor grants MCH, free of charge, a non-exclusive, worldwide and perpetual right to produce, commission and use visual or audiovisual recordings of its booth, products and services, to use its company name, trade name, trademarks and logos made available to MCH, and to identify it as a current or former exhibitor. Such use is limited to advertising, marketing and documenting the exhibition and informing the public about its participants, in particular in exhibitor directories, on websites and social media, and in newsletters, sales materials, presentations, press releases, print publications and archives. MCH may make technically necessary adjustments to size and file format but may not alter the content of the marks. The use must not suggest an endorsement of MCH or the exhibition or a partnership or sponsorship beyond participation in the exhibition. MCH shall respect the personal rights of identifiable individuals and obtain any consent required by law.

12 Prices, Invoicing, and Payment Terms

12.1
Unless otherwise stated, all prices listed in the registration form, on the exhibition website and in the Exhibitor Portal are stated in Swiss francs (CHF) and include applicable Swiss value added tax (VAT). The corresponding service is clearly identified for each price. The content and scope of each service are determined by the information in the registration form, on the exhibition website or in the Exhibitor Portal. Participation Fee means the price stated in the booking confirmation for participation in the exhibition, covering the exhibition space and the basic services expressly included therein; additional services are included only if they are expressly designated in the booking confirmation. The display of prices and services does not constitute an offer by MCH but an invitation to the exhibitor to submit a registration or order.

12.2
After conclusion of the exhibitor contract, the following invoice schedule generally applies:

- First instalment invoice: 15 calendar days after the booking confirmation.
- Second instalment invoice for the balance of the Participation Fee and, where MCH provides for advance payment for the relevant exhibition, for additional services: approximately five weeks before the exhibition begins.

MCH may announce a different schedule for an exhibition. The due date and amounts stated in the invoice are decisive. If no due date is stated, the invoice is due 30 calendar days after the invoice date.

12.3
If the booking confirmation is received less than five weeks before the exhibition begins, MCH may combine the first and second instalment invoices. The combined invoice is generally sent with the booking confirmation or, if this is not technically possible, immediately thereafter. The due date stated on the invoice is decisive.

12.4
If an invoice is not paid by the stated due date, the exhibitor is in default without further notice. From that date, it owes default interest of 5% per annum on the outstanding amount and reasonable, documented collection costs. After a reminder in text form and before the exhibition begins, MCH may proportionately withhold or suspend access to the Exhibitor Portal or Webshop, additional services, badges or handover of the space while due amounts remain unpaid. If an amount remains unpaid for more than 60 calendar days after the due date, MCH may terminate the contract with immediate effect for good cause in text form and reallocate the space. Clause 13.2 applies accordingly.

12.5
When selecting a blocking or withholding measure, MCH takes into account, in particular, the nature and amount of the outstanding sum, the service concerned and the impact on participation. Where possible, MCH limits the measure to the directly affected service and announces it in the reminder.

12.6
The final invoice shall be issued to the exhibitor no later than 5 weeks after the official closing date of the exhibition. The final invoice will include all services rendered by MCH and authorised partners and to be invoiced via MCH; advance payments and any other payments already made will be credited accordingly. The final invoice must be paid in full, without deduction, within 30 calendar days of receipt. The 30th calendar day after receipt shall be deemed the due date; in the event of late payment, the foregoing default consequences shall apply.

12.7
Objections to the final invoice must be raised in text form with sufficient reasons within 14 calendar days after receipt. Late objections do not suspend the due date of undisputed amounts.

12.8
Where additional services are rendered by an authorised partner on the basis of a contractual relationship between that partner and the exhibitor, the partner authorises MCH to perform invoicing and collection on its behalf. The corresponding charges will be listed as separate items on an invoice issued by MCH to the exhibitor. Depending on the billing method communicated for the relevant service or partner category, they may be invoiced through an instalment invoice, before the service is provided or with the final invoice. Any remuneration between MCH and the authorised partner is included in the service price and will not be shown separately. Instalment payments and any other payments already made will be itemised in and credited against the final invoice.

12.9
MCH may require advance payment for additional services and for individual service or partner categories. The advance-payment requirement and the applicable billing method are shown in the Exhibitor Portal or Webshop or otherwise communicated to the exhibitor in text form before the order is submitted. The due date and amounts stated in the invoice are decisive.

13 Withdrawal and Cancellation

13.1
Clause 1 applies to the free withdrawal of the registration before conclusion of the contract.

13.2
After receipt of the booking confirmation, the exhibitor may terminate the contract only against a liquidated cancellation charge of 100% of the participation fee stated in the booking confirmation, excluding VAT. The same applies if MCH terminates the contract for good cause attributable to the exhibitor. MCH remains entitled to reallocate the space; no credit is given for proceeds from such reallocation or costs saved. Additional services already performed or no longer cancellable remain payable in addition.

13.3
If the exhibitor has not taken possession of the allocated space by the beginning of official opening hours and cannot be reached by MCH, MCH may, after an unsuccessful attempt to make contact, treat this as a withdrawal and reallocate the space. Clause 13.2 applies accordingly.

13.4
If a registered co-exhibitor withdraws, the main exhibitor must inform MCH without delay in text form. The main exhibitor remains bound by the exhibitor contract. If the main exhibitor also withdraws, this Clause 13 applies.

13.5 Amendment and Cancellation of Additional Services

13.5.1
The amendment or cancellation of additional service orders is subject to the following provisions:

13.5.2
For services ordered from authorised partners, the terms and conditions of the respective partner, as published in the Exhibitor Portal, shall apply exclusively. MCH assumes no responsibility for the processing or acceptance of such changes or cancellations.

13.5.3
For additional services ordered from MCH, amendments or cancellations are permitted only for services that have not yet been rendered; Clause 13.5.4 applies to services already rendered. Amendments or cancellations are also permitted only until the deadline specified in the Exhibitor Portal. After the expiry of this deadline, a cancellation or amendment charge may apply. The amount of such charge may vary depending on the nature and timing of the cancellation and is published in the Exhibitor Portal.

13.5.4
Additional services that have already been rendered cannot be amended or cancelled and must be paid in full.

13.5.5
Termination of the exhibitor contract does not automatically cancel ordered additional services. The exhibitor must cancel them separately in text form through the channel stated in the Exhibitor Portal, with MCH or the relevant partner. Clause 13.5 and, where applicable, the partner's terms made available at the time of order apply.

14 Adjustments and Cancellation by MCH

14.1
Until the exhibitor contract is concluded, MCH may change the concept, scope, duration, location and layout of the exhibition. MCH informs the exhibitor in text form if a change is likely to materially affect its registered participation. The exhibitor may continue to withdraw its registration free of charge under Clause 1 until receipt of the booking confirmation. No fixed percentage threshold applies to changes in the exhibition's total area; the specific impact on the registered participation is decisive.

14.2
After conclusion of the exhibitor contract, MCH may make changes to the exhibition provided that they do not materially interfere with the exhibitor's rights and obligations or alter the substance of the exhibitor contract. Changes to the hall layout, minor adjustments to access routes and service times, and exhibitor-specific adjustments such as relocation of the allocated exhibition space or closure or diversion of adjacent entrances, exits, passageways or open areas are generally deemed non-material. MCH will inform affected exhibitors of such changes in good time. In the event of material changes, MCH will inform the affected exhibitors in text form and seek an amicable solution with them. If no agreement is reached within a reasonable period and participation is unreasonable for the exhibitor as a result of the change, the exhibitor may terminate the exhibitor contract free of charge within ten calendar days after notification. In that event, MCH will refund participation fees already paid and fees for additional services that can still be cancelled; further claims are excluded to the extent permitted by law. The following paragraph applies to changes or cancellation due to force majeure.

14.3
If the exhibition cannot be held, or can be held only in a materially altered form, due to force majeure, MCH may cancel, postpone, shorten or convert it into another reasonable format. Force majeure includes events outside MCH's reasonable control that cannot be avoided despite appropriate precautions, including natural events, epidemics or pandemics, war, civil unrest, strikes, official orders, major infrastructure or supply-chain failures, and serious security or bomb threats. If the exhibition is cancelled after conclusion of the contract, the exhibitor owes 25% of the participation fee as a liquidated contribution to services already performed; it may prove that no expenditure or substantially less expenditure was incurred. Additional services already performed or no longer cancellable are charged in addition under the applicable terms. Further claims of either party are excluded to the extent permitted by law.

15 Exclusion of Exhibitors

15.1
MCH may exclude the exhibitor with immediate effect for good cause if it:

— seriously or repeatedly breaches material contractual obligations;
— disregards laws or official orders;

— endangers persons, property or safe operations; or
— causes material disruption and fails to remedy it.

MCH generally sets a reasonable cure period beforehand. No warning or cure period is required where there is imminent danger, the breach cannot be remedied, continued participation is unreasonable or the exhibitor seriously refuses to remedy the breach.

15.2
Upon exclusion, MCH may close the booth and require dismantling and clearance. If the exhibitor does not act in time, MCH may have the necessary measures carried out, with appropriate documentation, at the exhibitor's expense and risk. The cancellation charge under Clause 13.2 and additional services already performed or no longer cancellable remain payable. Further claims for damages remain reserved subject to the statutory requirements.

16 Liability and Indemnification

16.1
The exhibitor is liable to MCH under the statutory and contractual provisions for loss it culpably causes. The conduct of its corporate bodies, employees, co-exhibitors, contractors and other auxiliaries is attributable to it as its own conduct.

16.2
If a third party asserts a claim against MCH due to a breach attributable to the exhibitor or its auxiliaries, the exhibitor indemnifies MCH, to the extent of its responsibility, against justified claims, reasonable defence costs and amounts imposed by a final decision. MCH informs the exhibitor without delay, allows reasonable participation in the defence and, where reasonably possible, does not admit or settle claims without its prior consent. MCH may participate in the defence through its own legal counsel.

16.3
MCH assumes no custody or safekeeping obligation for items brought onto the Site by the exhibitor or its auxiliaries. MCH's statutory duties of care and liability under Clause 16.4 remain unaffected.

16.4
The exhibitor must provide the technical requirements needed to use the Exhibitor Portal. MCH does not warrant uninterrupted or error-free availability. MCH is not liable for announced maintenance windows or temporary disruptions outside its control. Otherwise, liability for the Exhibitor Portal is governed by Clause 16.5.

16.5
MCH has unlimited liability for loss caused by unlawful intent or gross negligence of MCH, its corporate bodies, employees or auxiliaries. To the extent permitted by law, MCH's liability for ordinary negligence is excluded. Liability for indirect and consequential loss, including loss of profit, lost business opportunities, reputational loss and wasted expenditure, is also excluded to the extent permitted by law. These exclusions do not apply to personal injury.

17 Insurance

17.1
The exhibitor must reasonably protect its own and third-party items at its booth against unauthorised access, damage and loss. The Operating Regulations, in particular the rule that MCH assumes no custody, remain reserved.

17.2
Throughout the contract term, the exhibitor must maintain public/business or event liability insurance with an insurer authorised in Switzerland or internationally recognised, with a minimum limit of CHF 5 million per occurrence. The policy must cover personal injury, property damage and resulting financial loss and include exhibition activities, booth operations, set-up and dismantling, the auxiliaries engaged and damage to rented premises, including the building and fixtures. Deductibles must be reasonable. Where appropriate to the nature and scope of participation, the exhibitor must also maintain property/exhibition insurance for its own and third-party items and transit insurance. Pure financial loss must be insured only where required by the specific activity risk and where such cover is customarily available in the market. Insurance does not limit the exhibitor's liability.

17.3
Before handover of the space and during the exhibition, MCH may request a certificate of insurance or appropriate policy extract. If the exhibitor fails to provide proof despite a reasonable additional period, MCH may refuse handover of the space or risk-related activities until proof is supplied. Where MCH offers access to an insurance solution for an exhibition, an insurance contract is concluded directly with the insurer only upon the exhibitor's express acceptance. MCH is neither the insurer nor a party to that contract; coverage and exclusions are governed solely by the policy and insurance terms.

17.4
Incidents involving personal injury or property damage must be reported to MCH without delay. MCH and the exhibitor document the circumstances jointly where possible. If one party does not sign, the other may still prepare its own incident report; assessment of the evidence remains reserved.

18 Data Protection

18.1
MCH processes personal data in connection with registration, the exhibitor contract, the Exhibitor Portal and performance of the exhibition in accordance with applicable data protection law and the current MCH Group Privacy Notice at https://www.mch-group.com/en/dataprotection. The Privacy Notice describes, in particular, data categories, processing purposes, recipients, international disclosures, retention and data-subject rights.

18.2
If the exhibitor discloses third-party personal data to MCH, including data of contact persons, employees, co-exhibitors or service providers, it must ensure that the disclosure is lawful and that the individuals concerned are informed of the MCH Group Privacy Notice.

Exhibition-specific additional processing is explained in separate notices where required.

19 Applicable Law and Place of Jurisdiction

19.1
The exhibitor contract and these Regulations are governed by substantive Swiss law, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19.2
Unless a mandatory place of jurisdiction applies, the courts at MCH's registered office in Basel, Switzerland, have exclusive jurisdiction over all disputes arising out of or in connection with the exhibitor relationship. MCH may alternatively bring its claims before any other court having jurisdiction by law.

19.3
Clauses 19.1 and 19.2 also apply to additional services ordered directly from MCH. Contracts entered into directly with authorised partners are subject to those partners' governing-law and jurisdiction clauses.

20 Miscellaneous

20.1
These Regulations are available in German, English and French. In the event of inconsistencies or differences in interpretation, the German version prevails.

20.2
The exhibitor contract comprises the following documents in descending order of priority:

— individually agreed terms and the booking confirmation;
— exhibition-specific special terms;
— these Regulations;
— the Operating Regulations;
— the Booth Construction and Design Guidelines.

Within their subject matter, specific provisions prevail over general provisions; technical special requirements may therefore prevail over the Operating Regulations for technical matters. Official requirements and safety or emergency instructions required in the specific situation prevail. Outside that subject matter, the order above applies in the event of conflict.

20.3
If a provision of these Regulations is wholly or partly invalid or unenforceable, the remaining provisions remain effective. The statutory rule applies in place of the affected provision. Where no non-mandatory statutory rule exists, the gap is filled according to the parties' presumed intention, taking into account the economic purpose of the exhibitor contract.

20.4
Amendments to the exhibitor contract and legally relevant notices require text form unless the law or an individual agreement requires written form. Text form means a readable declaration on a durable medium, including e-mail or a message in the Exhibitor Portal, from which the declarant can be identified. Written form means a document bearing a handwritten signature or a qualified electronic signature under Swiss law.

20.5
The exhibitor may transfer the exhibitor contract or individual rights or obligations under it only with MCH's prior consent in text form. The exhibitor consents in advance to a transfer by MCH to an MCH Group company, provided the transfer does not materially worsen the exhibitor's legal position. MCH informs the exhibitor of the transfer in text form. Any consent or assumption of debt required by law remains reserved.